

STATE OF NORTH DAKOTA
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700

Request For Proposal (RFP)

RFP Title: **511 SYSTEM**

RFP Number: **915-73-10-050**

Date of Issue: **OCTOBER 12, 2010**

Purpose of RFP: The State Of North Dakota, Department Of Transportation, is seeking a contractor to design, build and maintain North Dakota's 511 service and telephony. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

Offerors are not required to return this form.

Procurement Officer: Marilyn Langehaug, Financial Management Division

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

- 1.01 Purpose of the RFP
- 1.02 Contact Person, Telephone, Fax, E-mail
- 1.03 RFP Schedule
- 1.04 Return Mailing Address and Deadline for Receipt of Proposals
- 1.05 Assistance to Offerors with a Disability
- 1.06 Deadline for Receipt of Questions and Objections
- 1.07 Approved Vendor Registration Requirements
- 1.08 Pre-proposal Conference
- 1.09 Amendments to the RFP
- 1.10 News Releases
- 1.11 Notice Provided
- 1.12 Letter of Interest

SECTION TWO

Background Information

- 2.01 Background on 511
- 2.02 Existing System

SECTION THREE

Scope and Schedule

- 3.1 Scope of Project
 - 3.1.1 Project Management Plan
 - 3.1.2 Monthly Progress/Data Reports
 - 3.1.3 Annual Program Review Summary
 - 3.1.4 Project Meetings
 - 3.1.5 Architecture
 - 3.1.6 Functional Requirements
 - 3.1.7 Menu Tree and Call Flow Diagrams
 - 3.1.8 Quality Assurance and Control Plan
 - 3.1.9 Configuration Management and Control Plan
 - 3.1.10 System Acceptance Test Plan
- 3.2 Functional and System Requirements
 - 3.2.1 High Level System Functions
 - 3.2.2 Communications and Failure Requirements
 - 3.2.3 Detailed System Requirements Affecting Callers
 - 3.2.4 Weather Forecast Requirements
- 3.3 Optional Functional and System Requirements
- 3.4 State's Responsibilities
- 3.5 Offeror Qualifications
 - 3.5.1 Experience and Qualifications
- 3.5.2 Method of Providing Services
- 3.5.3 References
- 3.6 Required Licenses
- 3.7 Federal Requirements
- 3.8 Contract Schedule

SECTION FOUR

General Contract Information

- 4.01 Contract Term, Renewal and Adjustment Options
 - 4.01.1 Renewal Option
 - 4.01.2 Adjustment Option
 - 4.01.3 Contract Price Adjustment
- 4.02 Contract Type
- 4.03 Standard Contract Provisions
- 4.04 Proposal as a Part of the Contract
- 4.05 Additional Terms and Conditions

- 4.06 Supplemental Terms and Conditions
- 4.07 Contract Approval
- 4.08 Contract Changes – Unanticipated Amendments
- 4.09 Indemnification and Insurance Requirements
- 4.10 Taxes and Taxpayer Tax Identification
- 4.11 F.O.B. Point and Freight
- 4.12 Proposed Payment Procedures
- 4.13 Contract Funding
- 4.14 Payment Terms
- 4.15 Contract Personnel
- 4.16 State's Right to Investigate and Reject
- 4.17 Inspection and Modification - Reimbursement for Unacceptable Deliverables
- 4.18 Termination for Default
- 4.19 Open Records Laws – Confidentiality
- 4.20 Nondisclosure Agreement
- 4.21 Work Product, Equipment, and Material
- 4.22 Independent Entity
- 4.23 Assignment
- 4.24 Disputes - Applicable Law and Venue
- 4.25 Informal Debriefing
- 4.26 Bid Bond – Bid Security – Performance Bond – Surety Deposit
- 4.27 Liquidated Damages

SECTION FIVE

Evaluation Criteria and Contractor Selection

- 5.01 Functional and System Requirements
- 5.02 Experience and Qualifications
- 5.03 Method of Providing Services
- 5.04 References
- 5.05 Cost Proposal
- 5.06 Demonstrations and Oral Presentations
- 5.07 Site Inspection of Offeror's Facility

SECTION SIX

Proposal Format and Content

- 6.01 Proposal Format and Content
- 6.02 Introduction
- 6.03 Functional and System Requirements
- 6.04 Experience and Qualifications
- 6.05 Method of Providing Services
- 6.06 References
- 6.07 Cost Proposal
- 6.08 Required Enclosures

SECTION SEVEN

Standard Proposal Information

- 7.01 Authorized Signature
- 7.02 State Not Responsible for Preparation Costs
- 7.03 Conflict of Interest
- 7.04 Offeror's Certification
- 7.05 Offer Held Firm
- 7.06 Amendments to Proposals and Withdrawals of Proposals
- 7.07 Alternate Proposals
- 7.08 Subcontractors
- 7.09 Joint Ventures
- 7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws
- 7.11 Evaluation of Proposal
- 7.12 Right of Rejection
- 7.13 Clarification of Offers
- 7.14 Discussions and Best and Final Offers

- 7.15 Preference Laws
- 7.16 Contract Negotiation
- 7.17 Failure to Negotiate
- 7.18 Notice of Intent to Award – Offeror Notification of Selection
- 7.19 Protest and Appeal

SECTION EIGHT

Attachments

8.01 Attachments

1. Proposal Evaluation Forms
2. Contract Document
3. Indemnification and Insurance Requirements Appendix
4. Cost Proposal Format
5. Sample Notice of Intent to Award
6. RFP Definition of Terms
7. Outsourcing Services form
8. Checklist for Offerors

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The **State Of North Dakota, Department Of Transportation**, (hereinafter referred to as “the State”) is seeking a contractor to design, build and maintain North Dakota’s 511 service and telephony. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope and Schedule. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.02 Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: **Marilyn Langehaug**
PHONE: **701-328-4466**
FAX: **701-328-0310**
TTY Users call: **701-328-4156**
E-MAIL: **mlangehaug@nd.gov**

1.03 RFP Schedule

This schedule of events represents the State’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: **OCTOBER 12, 2010**
- Deadline for receipt of questions and objections related to the RFP: **OCTOBER 27, 2010**
- Responses to questions / RFP amendments (if required) **OCTOBER 29, 2010**
- Proposals due by: **NOVEMBER 10, 2010**
- Proposal Evaluation Committee evaluation completed by approximately : **NOVEMBER 17, 2010**
- State issues Notice of Intent to Award a Contract approximately: **NOVEMBER 17, 2010**
- State issues contract approximately: **NOVEMBER 25, 2010**
- Contract start: **DECEMBER 1, 2010**

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must *submit one original and 4 COPIES* of its proposal in a sealed envelope or package.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled “Cost Proposal.”

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the State before the deadline for receipt. Envelopes or packages must be addressed as follows:

North Dakota Department of Transportation
Procurement Section, Rm. 222
Request for Proposal (RFP): **511 SYSTEM**
RFP Number: **915-73-10-050**
608 East Boulevard Avenue
Bismarck, ND 58505-0700

Proposals must be received by the purchasing agency at the location specified no later than **NOVEMBER 10, 2010, 2:00 P.M., CENTRAL**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07 Approved Vendor Registration Requirements

VENDORS MUST BE APPROVED BY TIME SET FOR PROPOSAL OPENING

North Dakota law requires that every person or entity that desires to bid or submit a proposal for contracts for commodities or services be an approved vendor in order to be placed on the State's bidders list. An offeror that is not registered by the deadline for receipt of proposal will be determined to be non-responsive and its proposal will be rejected.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry.

Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity **915-73** <https://secure.apps.state.nd.us/csd/spo/services/login.htm>.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/vendor/registry/>. Contact the North Dakota Vendor Registry at 701-328-2773 or infospo@nd.gov for assistance.

1.08 Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09 Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10 News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

1.11 Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09.

The Request for Proposal and any amendments to the RFP will be posted on the following website:

<https://secure.apps.state.nd.us/csd/spo/services/bidder/main.htm>.

1.12 Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the purchasing agency with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

SECTION TWO BACKGROUND INFORMATION

2.01 Background On 511

In March 1999 the US Department of Transportation (US DOT) petitioned the Federal Communications Commission (FCC) for a N11 traveler information number. In July of 2000 the FCC designated 511 as America's Traveler Information Number, which led to the creation of the 511 Deployment Coalition, which includes the American Association of State Highway Transportation Officials, the American Public Transit Association, ITS America, and the US DOT. The purpose of the coalition is to provide guidance for States deploying 511 and to ensure consistency and continuity with 511 systems.

2.02 Existing System

North Dakota's 511 telephony service was deployed in February 2003, and has since increased call volumes more than three and a half times with an average of approximately 599,000 calls per year. The majority of the calls to the system occur during the wintertime with the largest spikes due to multiple day winter storms. In the last three years, the largest daily call volume was 37,857. The average call in North Dakota lasts almost three minutes. Currently the system is serviced by a minimum of 48 phone lines dedicated to North Dakota; however, North Dakota has the ability to share phone lines with other States if all North Dakota's 48 are being used so a caller will not receive a busy signal. This has occurred 48 times in the five years of service.

The 511 system presently provides information on over 7,300 miles of road in North Dakota. The information made available on the 511 includes road conditions, construction information, road closures, travel advisories, major delays, and a route specific weather forecast. The system also has an uninterruptible alert capability, which allows the State to record floodgate messages for AMBER, homeland security, and general transportation alerts that are played at the beginning of every call.

There have been several enhancements to the system since deployment including a timestamp, landmark references, secondary routes, and geo or regional reports.

The information provided to callers is available in route specific form by segment and by regional reports. An example of route specific form is choosing Interstate 94 (I-94). The callers can then choose a segment or portion of I-94. Options include:

- I-94 Entire Route
- Montana State line to Dickinson, Exit 61,
- Dickinson, Exit 61 to Bismarck, Exit 159,
- Bismarck, Exit 159 to Cleveland, Exit 238
- Cleveland, Exit 238 to Valley City, Exit 292
- Valley City, Exit 292 to Minnesota State Line at Fargo

Callers then hear all reported information (i.e. road conditions, work zone, closures, weather forecasts, etc) listed for that segment or portion of roadway. Regional reports provide callers with five options including:

- Northwest North Dakota,
- North central North Dakota,
- Northeast North Dakota,
- Southwest North Dakota,
- South central North Dakota and
- Southeast North Dakota.

After making their selection, callers then hear all reported information for that region (i.e. road conditions, work zone, closures, weather forecasts, etc).

With the exception of the alerts and the weather forecasts, the “condition information” on North Dakota’s 511 system is collected by the State through traveler information databases. The existing traveler information databases are Microsoft SQL and Oracle based systems and contains road conditions, road closures, travel advisories, work zone projects, incident information, and load limit restrictions. The system is hosted in-house and is updated statewide through the Maintenance Division office in Bismarck. The reporting system contains information about segment lengths, coordinates, etc. It also contains sign routes, base routes, and corridor routes. Road location information combined with the traveler information is all referred to later as “condition information.”

Road weather information system (RWIS) data is also provided by the State for the vendor’s use in creating weather forecasts. The current vendor inputs the RWIS data into their forecast model to create a route specific weather forecast.

The “condition information” and road weather information system (RWIS) data is uploaded to the State’s FTP site¹ approximately every 10 minutes, making it available for the current 511 vendor. After pulling the information from the ftp site, the “condition information” is combined with the route specific forecast and then it is made available to the public on the 511 phone system and a website². Information from State’s traveler information databases is also disseminated by the State to the public via reports which are posted on the State’s traveler information website³. Presently the telephony system is hosted, maintained, and operated by the vendor for a monthly service fee.

¹ <ftp://ftp.state.nd.us/> (nd511???.txt and rwis – depends on whether you are looking for “condition information” nd511???.txt) or RWIS data (atmos.txt and sf.txt)

² www.safetravelusa.com

³ www.dot.nd.gov/travel-info/

SECTION 3 SCOPE AND SCHEDULE

3.1 Scope Of Project

The State is seeking an offeror to provide a 511 service. The requirements of the 511 service include hosting, operating and maintaining the telephony service. The 511 system design will include the menu structure, and allow for manual alerts to be added. The service will include an integrated weather forecast and the “condition information” and RWIS data from the state ftp site.

The scope for this project does NOT include:

- a TTY number,
- an 800 number, and
- the reports currently provided by the State on their website.

This information is provided in more detail in the high level functional and performance requirements, as outlined in Section 3.2 of this document.

The new system shall be operational by the beginning of July 2011 to ensure operation prior to the winter season. Recognizing that a new provider may encounter unanticipated problems, the latest acceptable startup date will be September 1, 2011. Any delays in scheduling will affect the proposed payment procedures and must be approved by the project manager.

3.1.1 Project Management Plan

The offeror shall submit a project management plan that shall include, but not be limited to, the following:

- Major tasks to be completed;
- Resources required and assigned to complete each task;
- Expected cost to complete each task;
- Anticipated starting and ending dates for each task; and
- Submittal schedule for deliverables.

The offeror shall follow 511 Implementation and Operation Guidelines version 3.0⁴ as suggested by the 511 Deployment Coalition.

3.1.2 Monthly Progress/Data Reports The offeror shall submit monthly progress reports during the system design, build, testing, and operational phases. The offeror shall also provide monthly reports to the State about system performance, operation, and utilization including but not limited to the following:

- Monthly reporting statistics as required in the National 511 Guidelines⁵.
- Daily call volumes on a per-hour basis;
- Daily call volumes on a per-day basis;
- Monthly call volumes on a per-day basis;
- Average, high, and low call durations;
- Menu option chosen (i.e. type of information requested such as highway, regional, national park) including detail on requested roadway/segment/region reports;
- Number of call transfers and to which agency/number;
- Number of “no selection” calls;
- Daily caller comments/feedback;
- Data calls versus non data calls;
- Primary versus shared calls;
- Percentage of calls originating from 511 versus the 800 number.

⁴ www.deploy511.org/guidelines.html

⁵ www.deploy511.org/docs/511-coalperformmont.ppt

3.1.3 Annual Program Review Summary The offeror shall prepare an annual program review summary of system performance and operations that will include: annual summary and monthly summaries of call volumes and call transfers, system enhancements and modifications, proposed system enhancements, system downtime, and overall system operations. The first report will cover the December 2010 – June 30, 2011 time frame, thereafter the annual program review summary will cover one year of activity commencing July 1st of each year.

3.1.4 Project Meetings A schedule of project meetings will be developed between the State and the selected offeror. During the design, build, testing, and start up phases, a minimum of semi-monthly meetings/teleconferences are anticipated therefore, the offeror shall provide a toll free number for all communication between parties. Once the North Dakota 511 service is operational quarterly meetings will be held between the State and the offeror's project manager.

3.1.5 Architecture The offeror shall prepare an architecture for the 511 system showing the system interfaces, dependencies, and data exchanges. The architecture shall illustrate the functional, logical, and physical design of the telephony system. The architecture should also address telecommunications requirements. Proposed solutions must be in compliance with the North Dakota Statewide Architecture⁶.

3.1.6 Functional Requirements The offeror shall prepare detailed functional requirements for the North Dakota 511 service addressing the initial implementation. The offeror shall meet with State staff for a "walk through" of functional requirements to ensure common system expectations within 60 days from date of contract award.

3.1.7 Menu Tree and Call Flow Diagrams The offeror shall provide with their RFP submittal package, a menu tree and call flow diagram options to the State that illustrate caller navigation through the system including help menus and both voice recognition and touch tone options. The State shall choose the menu tree and call flow diagram to be implemented. The menu tree and call flow diagrams shall allow for modification in the future due to addition of categories.

3.1.8 Quality Assurance and Control Plan Offeror shall develop a quality assurance and control plan to ensure compliance with all appropriate standards of quality throughout the term of the contract as defined in the high level requirements.

3.1.9 Configuration Management and Control Plan Offeror shall develop and submit with their RFP submittal package a configuration management plan, and implementation software and hardware configuration control and management procedures. This plan should outline processes, procedures and responsibilities for documenting and implementing any changes, modifications, enhancements, including appropriate development requirements, approvals/acceptance and sign-off authorities.

3.1.10 System Acceptance Test Plan The offeror shall prepare a system acceptance test plan with their RFP submittal package outlining the requirements for the testing phase. The offeror shall provide a system testing and conversion timeframe. The offeror shall conduct a system test that shall demonstrate that the system is functioning accurately prior to launch. The offeror shall also provide documentation of the test results to the State.

3.2 Functional and System Requirements

The following are the requirements envisioned for the design, build, operations, and maintenance of the North Dakota 511 system.

3.2.1 High Level System Requirements

3.2.1.1 The offeror shall be responsible for accessing the "condition information" and RWIS data provided by the State via the State FTP site⁷.

3.2.1.2 The system shall provide route information based on the State's TIS corridor routes as provided by the State.

⁶ www.atacenter.org/regional/northdakota/

⁷ <ftp://ftp.state.nd.us/> password required

3.2.1.3 The offeror shall provide a secure and confidential system.

3.2.1.4 The offeror shall provide the telephony platforms.

3.2.1.5 The offeror shall be responsible for installation and maintenance of telecommunication connections between telephone, and telephony and exchange carrier.

3.2.1.6 The offeror shall provide a separate test environment and phone number for testing changes to the system.

3.2.1.7 The system shall provide wireless and landline telephone dial-in access.

3.2.1.8 The system shall have the capability to handle call spikes and simultaneous calls to avoid giving callers a busy signal.

3.2.1.9 The offeror shall monitor the telephony system to ensure that information provided to callers is accurate and menu options are functioning correctly.

3.2.1.10 The offeror shall provide technical support for system (24 hours a day/7 days per week/365 days per year (hereinafter 24/7/365)).

3.2.1.11 A written request from the State will be submitted to the offeror if additional routes need to be added to the existing 511 service during the duration of this contract. Offeror will respond to the state in writing with a timeframe for the work to be completed.

3.2.1.12 Any system changes initiated by the offeror shall be coordinated with the State.

3.2.1.13 The State shall not incur costs beyond determined per call cost and monthly telephony operations and maintenance costs.

3.2.1.14 The offeror shall provide a format for the State to retrieve caller comments left on the 511 phone system at anytime (24/7/365).

3.2.1.15 The offeror shall archive caller comments for a minimum of one year.

3.2.1.16 In the event that the State activates an alert/floodgate message, the offeror shall provide email alerts containing action and time of action.

3.2.2 Communications and Failure Requirements

3.2.2.1 The offeror shall monitor the offeror's data feed, network, and facility infrastructure 24/7/365 and means of immediate action in the event of a failure shall be available.

3.2.2.2 The offeror shall monitor the State "condition information"⁸ FTP feed and notify the State if the data feed has failed.

3.2.2.3 The system shall have an automated process in place to notify offeror and State staff of offeror data feed failures and offeror facility infrastructure failures.

3.2.2.4 In the event the State and/or offeror data feed fails, the system shall use the most recent "condition information" until it has become older than the defined threshold of twenty four (24) hours excluding weekends. The phone system shall then provide a message to users that due to technical difficulties updated conditions are not available and also provide callers with the last known "conditions information" and weather forecasts and the associated time from the last update.

3.2.2.5 The offeror shall provide a system backup in the event of a power loss.

3.2.2.6 The offeror shall document failures in monthly progress reports including but not limited to:

⁸ Note that this is not a requirement for the RWIS data as some of the RWIS only poll every four hours.

- type of failure
- time of failure
- time the State and offeror notified of failure
- time failure fixed
- what was fixed

3.2.2.7 The offeror shall repair a failure on the offeror side within twenty four (24) hours. If the offeror does not complete the repairs within these time frames, the offeror will sustain a \$1,000 per day maintenance service liquidated damage. This amount will be deducted from the monthly maintenance and operation invoice total. A written warning may be issued for a first offense; this is at the sole discretion of the state.

3.2.2.8 The system shall be available 24/7/365 including scheduled routine maintenance. Routine maintenance required during winter months (October through April) shall be approved by the State. Routine maintenance will not be performed during peak times of 6:00 am to 10:00 am and 4:00 pm to 7:00 pm.

3.2.2.9 The offeror shall provide a schedule of routine maintenance to the state's project manager 30 days in advance of maintenance.

3.2.2.10 The system shall be out of service less than 18 hours during any contiguous 365-day period; this includes downtime for routine maintenance⁹.

3.2.3 Detailed System Requirements Affecting Callers

3.2.3.1 The system shall make available data provided by the State for all routes identified by the State.

3.2.3.2 The system shall have the ability to provide information from the offeror, the State, and third party sources.

3.2.3.3 The system shall provide weather forecasts as provided by the offeror; road condition information, work zone project information, incident information, road closures and major delays, load and speed restrictions, and information as provided by third party sources (e.g. tourism)

3.2.3.4 The system shall provide callers with the ability to reference surrounding State information including; Montana, Minnesota and South Dakota.

3.2.3.5 The system shall provide "condition information" and weather forecasts in route specific form by segment as defined by the State.

3.2.3.6 The system shall provide "condition information" (with exception of load and speed limit restrictions and facility information) and weather forecasts in a regional report as defined by the State.

3.2.3.7 The system shall provide a date and timestamp to a caller that is updated every time a new file is pulled from the State ftp site, regardless of whether or not the information in the files from the ftp site has changed.

3.2.3.8 The system shall provide information for concurrent routes, and make the information for those segments available to callers selecting any one of the concurrent routes (e.g. for the segment(s) of roadway where ND 5, ND 8 and US 52 overlap or are concurrent, callers shall be able to retrieve information for those particular segment whether they select ND 5, ND 8 or US-52.

3.2.3.9 The system shall provide landmark information versus milepost information, or have the capability of providing both.

3.2.3.10 The system's primary interface will include speech recognition, touch tone capability and concatenated speech utilizing professional voice talent approved by the State. The use of text-to-speech is not allowed in the system.

⁹ When calculating the 18 hours of downtime, failures on STATE's part will not be included such as STATE data feed failures and STATE network failures.

3.2.3.11 The system shall have uninterruptible floodgate message capability (including AMBER Alerts) at the start of a call.

3.2.3.12 The system shall have floodgate message capability within submenus to allow for route specific.

3.2.3.13 The offeror shall provide different approaches for error handling and misrecognitions.

3.2.3.14 The system shall provide a help menu.

3.2.3.15 The system shall provide a short cut capability or interruptible menu for those callers familiar with the system.

3.2.3.16 The system shall provide callers the ability to leave comments or questions.

3.2.3.17 No end user fees shall be incurred except normal cellular charges.

3.2.3.18 The system shall have a maximum call length at which the call is automatically terminated. Prior to termination, a message shall inform the caller that they are approaching the call duration.

3.2.3.19 The system shall have a message stating that conditions may vary from those provided.

3.2.3.20 The system shall have the capability of providing information for an entire route at the caller's request (e.g. conditions for all of I-94 rather than just by segment on I-94).

3.2.4 Weather Forecast Requirements

3.2.4.1 The system shall have a proven weather forecast capability, integrated with the State RWIS data, and provide information such as temperature, wind speed, wind direction, visibility, and precipitation (by type).

3.2.4.2 The forecast model resolution will be a 10 km grid and specific to each State segment defined for the 511 system.

3.2.4.3 A forecast shall be provided for each roadway segment as well as for the regional reports as defined by the State.

3.2.4.4 The forecast model shall provide at least a six hour forecast, updated at a minimum of every two hours or as major events and changes occur.

3.2.4.5 There shall be a message on 511 stating when the forecast is usable until (e.g., the forecast until 3 pm is...)

3.2.4.6 The offeror shall have staff devoted specifically to the forecast model.

3.3 Optional Functional and System Requirements

3.3.1 The system may provide area specific forecasts by maintenance section (82 sections) for maintenance crews Statewide.

3.3.2 The system may have call transfer capability.

3.3.3 The system may provide callers the option of enabling or disabling the voice response system.

3.3.4 The system may provide facility information as provided by the state.

3.3.5 The offeror may include the following NOAA reports with the weather forecasts for each roadway segment and regional report as appropriate:

- Flash Flood Warning
- Severe Thunderstorm Watch
- Tornado Warning
- Winter Storm Warning/Watch/Advisory

3.3.6 The NOAA reports detailed above will only be reported while occurring (i.e. the 511 system shall not report that a warning has been cancelled, it shall just be taken off the system).

3.3.7 The offeror may propose additional “added value” options to provide the State with services or features beyond the minimum requirements of this RFP.

3.4 State’s Responsibilities

3.4.1 The State shall coordinate any database changes/enhancements with the offeror.

3.4.2 The State shall upload “condition information” to an FTP site in a csv format, updated as needed and RWIS data every 60 minutes. The State is in the process of developing a new data input system which will allow for data to be in xml format. The offeror shall consider these data inputs (csv and xml) in their proposal.

3.4.3 The State shall provide regional report boundaries.

3.4.4 The State shall provide segment breakdowns for routes.

3.4.5 The State shall provide a 24/7/365 telephone contact.

3.4.6 The State shall provide historic call data from February 2003 to present.

3.4.7 The State shall provide all required database information to offeror.

3.4.8 The State shall provide the toll free telephone number.

3.4.9 The State shall provide regional areas for reporting purposes.

3.5 Offeror Qualifications

3.5.1 Experience and Qualifications

Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this RFP and under what company name. Offeror should provide a complete description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided.

A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area should be provided for all key personnel who will be involved with any aspects of the contract. Offerors shall the effect of employee attrition on the State; indicating whether more than one employee is trained in each area of specialty.

3.5.2 Method of Providing Services

Offeror shall provide a description of a work plan and the methods to be used that will convincingly demonstrate to the State what the offeror intends to do, the timeframes necessary to accomplish the work, and how the work will be accomplished to meet the contract requirements as more specifically detailed above in Section 3.1 – 3.1.10. The work plan should include but not be limited to a breakdown with timeline of the design and build, system testing and system operation and maintenance stages.

3.5.3 References

The State seeks and will give preference to a contractor who has successfully completed installation and operation of statewide 511 services. The references shall include the identity of all state government contracts, on which the offeror has been the prime or a subcontractor, within the last five years. These references may be contacted to verify offeror's ability to perform the contract.

In addition to identified references, Offerors shall provide a comprehensive list of all 511 or similar development and installation service contracts of the type proposed in the RFP in which they have been involved either as the prime contractor or as a subcontractor. This comprehensive list is not limited to the last five years. All contracts shall be identified.

At a minimum in both the reference list and the comprehensive list, the offeror shall provide the business name, the location where the supplies and/or services were provided; a customer contact person(s) with telephone number and e-mail address. Offerors shall also provide and a complete description of the service type, and dates the services were provided.

The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

3.6 Required Licenses

Offerors shall identify any known licenses and permits required to complete this contract. At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

3.7 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

3.8 Contract Schedule

This schedule of events represents the State's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate contract schedule is as follows:

- Contract start: **DECEMBER 1, 2010**
- "Kick off" conference - "walk through" of functional requirements: **TBD**
- System Design Completed: **TBD**
- System Installation Completed: **TBD**
- System Testing Completed: **TBD**
- System Fully Operative and Live: **Goal is JULY 1, 2011**
- Informal debriefing: **When Contract Expires**

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01 Contract Term, Renewal and Adjustment Options

The State intends to enter into a contract with an effective date beginning **December 1, 2010** and ending **June 30, 2012**.

4.01.1 Renewal Option

This contract may be renewed upon satisfactory completion of the initial contract term. The state reserves the right to execute up to **FOUR** options to renew this contract under the same terms and conditions for a period of **12 MONTHS** each. This contract will not automatically renew. The State will provide written notice to the contractor of its intent to renew this contract at least **60 days** before the scheduled contract expiration date.

4.01.2 Adjustment Option

The NDDOT reserves the right to annually renegotiate price and terms to allow for changes in the national economy and to ensure that Federal guidelines are maintained, provided that such negotiated price and terms fall within the original scope of work for this proposal. Such changes will be documented by amendment to the contract.

4.01.3 Contract Price Adjustment

The Contract Unit Prices shall be firm for the first **nineteen (19) months** of the contract period. Thereafter, on an annual basis, all unit prices in the implementing of extensions to the contract(s) may be subject to price adjustment (increase / decrease). The request for a price adjustment must 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 the extension amendment document. Approval of any price increase will initiate a new 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.

4.02 Contract Type

This contract is a **Fixed Price with Adjustment:** contract.

4.03 Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 2). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be identified by the offeror prior to the deadline for questions and objections. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.05 Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.06 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the

RFP 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 conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP 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 proposal, the supplemental term or condition will be considered null and void.

4.07 Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the State may set a different starting date for the contract. The State will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.08 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 project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing 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.

4.09 Indemnification and Insurance Requirements

Offerors must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the 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 Intent to Award, the successful offeror 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 offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10 Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The State is not responsible for and will not pay local, state, or federal taxes. The State sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.nd.gov/tax for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the

case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.11 F.O.B. Point and Freight

All commodities purchased through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the State of North Dakota. Title will pass to the State at destination, and the vendor will be responsible for any freight claims.

4.12 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and an activity report. No payment will be made until the activity is verified and the project director has approved the invoice.

Until the system is operational and start up has commenced, only one-time-task-fees for design, build, testing, implementation and associated fees will be paid.

After the system go-live start-up; the contractor will be paid a monthly fee plus cost for each phone call to cover the cost for necessary project management and administrative support to operate and maintain the hosted element (telephone) of North Dakota's 511 Service. The goal for system start up is July 1, 2011. Should unexpected problems delay start-up; the latest acceptable startup date will be September 1, 2011.

The State will not make any advanced payments before performance by the contractor under this contract.

4.13 Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The contract may be terminated by the state or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

4.14 Payment Terms

No payment will be made until the purchasing agency approves the contract

Payment for commodities and services received under contracts will normally be made within 30 calendar days after receipt and acceptance by the purchasing agency or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the purchasing agency.

Prompt Payment Discount Terms offered by the contractor may be taken by the purchasing agency if payment is made within the specified terms.

4.15 Contract Personnel

The project manager designated by the purchasing agency must approve any change of the contractor's project team members named in the proposal, in advance and in writing. Personnel changes that are not approved by the State may be grounds for the State to terminate the contract.

The project manager assigned to this contract is:

Ed Ryen
NDDOT Maintenance Division
608 East Boulevard Avenue
Bismarck, ND 58050-0700
Phone: 701-328-4274
Fax: 701-328-4623
E-Mail: eryen@nd.gov

4.16 State's Right to Investigate and Reject

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.17 Inspection and Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the project manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent; the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.18 Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.19 Open Records Laws - Confidentiality

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information.

The 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 the contractor that has previously been 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 the State and the contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

4.20 Nondisclosure Agreement

The contractor and all subcontractors agree not to publicly or privately announce or disclose any information related to this contract to any source outside of the NDDOT without the written consent of the NDDOT. The Contractor will use a standard of care no less than the degree of care used by the NDDOT. Contractor shall not directly or indirectly disclose, allow access to, transmit or transfer any information to a third party without the NDDOT's prior written consent. Contractor shall disclose information only to those persons who have a need to know the information for the purpose and who have been approved by the NDDOT to receive the information. Contractor shall, prior to disclosing any information to such employees or subcontractors, issue appropriate instructions to them to satisfy its obligations herein and obtain their written agreement to receive and use the information on a confidential basis on the same conditions as contained in this Agreement.

4.21 Work Product, Equipment, and Material

All work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the purchasing agency.

4.22 Independent Entity

The contractor is an independent entity under this contract and is not a State employee for any purpose. The contractor retains sole and absolute discretion in the manner and means of carrying out the contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.23 Assignment

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 the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.24 Disputes - Applicable Law and Venue

Any dispute arising out of this agreement will be resolved under the laws of the State of North Dakota.

4.25 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer or project manager designated by the State. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location may be negotiated between the purchasing agency and contractor.

4.26 Bid Bond – Bid Security - Performance Bond - Surety Deposit

No bid bond, bid security, performance bond or surety deposit are required.

4.27 Liquidated Damages

The awarded contractor shall repair a failure on the contractor side within twenty four (24) hours. If the contractor does not complete the repairs within this time frame, the contractor will sustain a \$1,000 per day maintenance service liquidated damage. This amount is based on replacing the system with 2-4 people from Maintenance Division and at least 2 people from Communications Division, manning phones about 16 hours per day and working with the media to get road information out to the public on an hourly basis.

Liquidated damages will be deducted from the monthly maintenance and operation invoice total. A written warning may be issued for a first offense; this is at the sole discretion of the state.

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

The Total Number Of Points Used To Score This Contract Is 1000 Plus An Optional 70 Point Bonus

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on **a total number of 1000 points with a maximum 70-point bonus.**

Any response that fails to achieve a passing score per the requirements of Section 3 will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

A maximum total number of points available is set out in the RFP's evaluation criteria section. Each category of evaluation criteria will be broken down further with points assigned. In awarding these points, consideration will be given to the following guidelines:

Superior Response (95-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response covers areas not originally addressed within the RFP and includes additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (85-94%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-84%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (0-59%): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

(NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)

EVALUATION CRITERIA

Individual segments of the offeror's proposal will be evaluated based on the following Scoring Guide.

5.01 Functional and System Requirements

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **The response "(Offeror's Name) understands and will comply" is not appropriate for this section.**

High Level System Requirements

Offeror shall address all of the items indicated in section 3.2.1 thoroughly and in order.

Communications and Failure Requirements

Offeror shall address all of the items indicated in section 3.2.2 thoroughly and in order.

Detailed System Requirements Affecting Callers

Offeror shall address all of the items indicated in section 3.2.3 thoroughly and in order.

Weather Forecast Requirements

Offeror shall address all of the items indicated in section 3.2.4 thoroughly and in order.

Optional Functional and System Requirements

Offeror shall address all of the items indicated in section 3.3 thoroughly and in order.

5.01 Ability to Meet Functional and System Requirements		370 points possible
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	Category	Point Value
A.	Requirements	300
B.	Optional Requirements	*Bonus 70

Bonus Points: Each item offered in offerors proposal for section 3.3 is worth a maximum 10 points each for a possible bonus point total of 70.

5.02 Experience and Qualifications

Offeror shall address all of the items indicated in section 3.5.1 thoroughly and in order.

5.02 Ability to Meet Experience and Qualifications		200 points possible
Category	Point Value	
A. Years of Experience	50	
B. Past Projects	50	
C. Staff Qualifications	100	

5.03 Method of Providing Services.

Offeror shall address all of the items indicated in sections 3.1, 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.5, 3.1.6, 3.1.7, 3.1.8, 3.1.9, 3.1.10, 3.5.2, 3.6, 3.7, 3.8, 7.08 and 7.09 thoroughly and in order.

5.03 Ability to Meet Method of Providing Services		150 points possible
Category	Point Value	
A. Methods	50	
B. Work Plan	50	
C. Proposed Timelines	50	

5.04 References

Offeror shall address all of the items indicated in section 3.5.3 thoroughly and in order.

5.04 Ability to Meet References		100 points possible
Category	Point Value	
A. References	50	
B. Provide List of Governmental Clients/Contracts	50	

5.05 Cost Proposal

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.05 Cost Proposal		250 points possible
Category	Point Value	
A. Cost Proposal	250	

5.06 Demonstrations and Oral Presentations

After any discussions for clarifications and the initial evaluation of proposals received, the top two offerors, scoring higher than 75% on the technical score and who are determined to be reasonably susceptible for award MAY be required to provide a demonstration and oral presentation of the proposed solution for the evaluation committee.

The demonstration will be held:

**North Dakota Dept. of Transportation
Room Number, Date and Time – TBD
608 East Boulevard Avenue
Bismarck, ND 58505-0700**

Offerors will be responsible for all costs associated with the providing the demonstration.

Offerors with a disability that need an accommodation should contact the procurement officer.

5.07 Site Inspection Of Offeror's Facility

The State may conduct on-site visits to the offeror's firm or offeror's customer where comparable service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its work sites. Individuals designated by the purchasing agency will conduct the site inspection at the State's expense.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

The State discourages overly lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02 Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all terms, conditions and provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota).

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03 Functional and System Requirements

Offeror must specifically address, in order, each of the requirements as defined in sections 3.2 and 3.3.

- 3.2.1 High Level System Requirements
- 3.2.2 Communications and Failure Requirements
- 3.2.3 Detailed System Requirements Affecting Callers
- 3.2.4 Weather Forecast Requirements
- 3.3 Optional Functional and System Requirements

6.04 Experience and Qualifications

Offerors must specifically address, in order, each of the requirements as defined in section 3.5.1 Experience and Qualifications.

6.05 Method of Providing Services

Offerors must specifically address, in order, each of the requirements as defined in these sections.

- 3.1 Scope Of Project
- 3.1.1 Project Management Plan.
- 3.1.2 Monthly Progress/Data Reports.
- 3.1.3 Annual Program Review Summary.
- 3.1.4 Project Meetings
- 3.1.5 Architecture
- 3.1.6 Functional Requirements
- 3.1.7 Menu Tree and Call Flow Diagrams
- 3.1.8 Quality Assurance and Control Plan
- 3.1.9 Configuration Management and Control Plan
- 3.1.10 System Acceptance Test Plan
- 3.5.2 Method of Providing Services
- 3.6 Required Licenses
- 3.7 Federal Requirements
- 3.8 Contract Schedule
- 7.08 Subcontractors

6.06 References

Offerors must specifically address, in order, each of the requirements as defined in section 3.5.3, References.

6.07 Cost Proposal

The offeror is to provide a breakdown of the costs necessary to complete the project based on their understanding of the project, methodology, experience and staff assigned to the project.

The cost for design and build may vary greatly by company depending upon the amount of work from their starting point to the final completed system. Although the State must know the offerors' cost for all items identified on the cost proposal form; only the monthly cost for system operation and maintenance will be used to determine the award of cost proposal points.

The cost proposal is to be completed and submitted in a separately sealed envelope. The cost proposal should be itemized, including, at a minimum, cost for each task/deliverable and must include a total, not to exceed, project cost. The Offeror is to provide a breakdown of the costs necessary to complete the project based on design and build, system testing and monthly system operation and maintenance.

All costs associated with the contract must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable customs, brokerage agency fees, and duties.

Offerors should describe any discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

Offerors must complete the cost proposal attached to this RFP.

6.08 Required Enclosures

In addition to their written proposal, offerors must provide all documents and other information specifically required in this RFP.

- ☐ One original proposal signed in ink
- ☐ Four copies of the original proposal
- ☐ One original cost proposal sealed in a separate envelope
- ☐ A project management plan
- ☐ Sample Monthly Progress Report
- ☐ An architecture for the 511 system showing the system interfaces, dependencies, and data exchanges

- ❑ A menu tree and call flow diagram options
- ❑ A configuration management plan and implementation software and hardware configuration control and management procedures.
- ❑ A system acceptance test plan
- ❑ A comprehensive list of all current entities that are using services of the type proposed in the RFP
- ❑ A resume or summary of qualifications, work experience, education, skills, etc., which emphasizes previous experience in this area for all key personnel who will be involved with any aspects of the contract
- ❑ Reference and contract list information
- ❑ Subcontractor information, if applicable, as indicated in section 7.08

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02 State Not Responsible for Preparation Costs

The State will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04 Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05 Offer Held firm

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, the State will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07 Alternate Proposals

Offerors may submit only one proposal for evaluation.

7.08 Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify this information in the proposal:

- (a) The complete name of the subcontractor;
- (b) the complete address of the subcontractor;
- (c) the type of work the subcontractor will be performing;
- (d) the percentage of work the subcontractor will be providing;
- (e) and three references from customers of similar contracts.
- (f) [If an offeror intends to outsource any part of the contract, then Attachment 7 must be completed and returned with their proposal.](#)

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within **SEVEN WORKING DAYS** from the date of the State's request:

- (a) Evidence, as set out in the relevant section of this RFP, that the subcontractor is a registered bidder and, if applicable, holds a valid North Dakota business license; and
- (b) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract,

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the State's procurement officer or project manager designated by the State.

7.09 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals 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, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonably susceptible for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.12 Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The State reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14 Discussions and Best and Final Offers

The State may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The State is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15 Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a

contract was awarded. For a listing of state preference laws, visit the following website: http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.16 Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held:

North Dakota Department of Transportation, Highway Building
608 East Boulevard Avenue
Bismarck, North Dakota 58505-0700

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.17 Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and the State, after a good faith effort, cannot come to terms,

the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.18 Notice of Intent to Award – Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.19 Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Forms
2. Contract Document
3. Indemnification and Insurance Requirements Appendix
4. Cost Proposal Format
5. Sample Notice of Intent to Award
6. RFP Definition of Terms
7. Outsourcing Services form
8. Checklist for Offerors

**ATTACHMENT 1
EVALUATION CRITERIA AND SCORING**

Person or Firm Name: _____

Name of Proposal Evaluation (PEC) Member: _____

Date of Review _____

RFP Number/Title: 915-73-10-050, 511 SYSTEM

The Total Number Of Points Used To Score This Contract Is 1000 Plus An Optional 70 Point Bonus

Rating Levels

Maximum Points – High, Excellent, Great

Mid Range Points – Medium, Average, Acceptable

Low Range Points – Low, Poor, Unacceptable

Functional and System Requirements

High Level System Requirements	Points	Score
1. The offeror shall be responsible for accessing the “condition information” and RWIS data provided by the State via the State FTP site	5	
2. The system shall provide route information based on the State’s TIS corridor routes as provided by the State.	5	
3. The offeror shall provide a secure and confidential system.	2	
4. The offeror shall provide the telephony platforms.	3	
5. The offeror shall be responsible for installation and maintenance of telecommunication connections between telephone, and telephony and exchange carrier.	5	
6. The offeror shall provide a separate test environment and phone number for testing changes to the system.	2	
7. The system shall provide wireless and landline telephone dial-in access.	5	
8. The system shall have the capability to handle call spikes and simultaneous calls to avoid giving callers a busy signal. <i>(Ideal configuration is “line sharing” with other state partners on the same system) (Has offer system ever experienced a busy signal?)</i>	6	
9. The offeror shall monitor the telephony system to ensure that information provided to callers is accurate and menu options are functioning correctly.	5	
10. The offeror shall provide technical support for system (24/7/365).	5	
11. A written request from the State will be submitted to the offeror if additional routes need to be added to the existing 511 service during the duration of this contract. Offeror will respond to the state in writing with a timeframe for the work to be completed.	3	
12. Any system changes initiated by the offeror shall be coordinated with the State.	2	
The State shall not incur costs beyond determined per call cost and monthly telephony operations and maintenance costs. The 511 toll rate charged by the toll free phone carrier to the owner of the toll free number and the Federal communication USC charges are set by other entities. It is understood that there may be charges for these items.	5	
13. The offeror shall provide a format for the State to retrieve caller comments left on the 511 phone system at anytime (24/7/365).	5	
14. The offeror shall archive caller comments for a minimum of one year.	2	

High Level System Requirements	Points	Score
15. In the event that the State activates an alert/floodgate message, the offeror shall provide email alerts containing action and time of action.	5	
High Level System Requirements Subtotal Score	65	

Communications and Failure Requirements	Points	Score
1. The offeror shall monitor the offeror's data feed, network, and facility infrastructure 24/7/365 and means of immediate action in the event of a failure shall be available.	5	
2. The offeror shall monitor the State "condition information" FTP feed and notify the State if the data feed has failed.	5	
3. The system shall have an automated process in place to notify offeror and State staff of offeror data feed failures and offeror facility infrastructure failures.	5	
4. In the event the State and/or offeror data feed fails, the system shall use the most recent "condition information" until it has become older than the defined threshold of twenty four (24) hours excluding weekends. The phone system shall then provide a message to users that 'due to technical difficulties' updated conditions are not available and also provide callers with the last known "conditions information" and weather forecasts and the associated time from the last update.	5	
5. The offeror shall provide a system backup in the event of a power loss. <i>(Description of this function and amount of detail provided will determine total points awarded for this function)</i>	10	
6. The offeror shall document failures in monthly progress reports including but not limited to: • type of failure • time of failure • time the State and offeror notified of failure • time failure fixed • what was fixed <i>(Points determined if offerors provide an example and point amount is based on what report information is provided with the above as minimum reportable)</i>	5	
7. The offeror shall repair a failure on the offeror side within twenty four (24) hours. If the offeror does not complete the repairs within these time frames, the offeror will sustain a \$1,000 per day maintenance service liquidated damage. This amount will be deducted from the monthly maintenance and operation invoice total. A written warning may be issued for a first offense; this is at the sole discretion of the state.	5	
8. The system shall be available 24/7/365 including scheduled routine maintenance. Routine maintenance required during winter months (October through April) shall be approved by the State. Routine maintenance will not be performed during peak times of 6:00 am to 10:00 am and 4:00 pm to 7:00 pm.	5	
9. The offeror shall provide a schedule of routine maintenance to the state's program manager 30 days in advance of maintenance.	5	
10. The system shall be out of service less than 18 hours during any contiguous 365-day period; this includes downtime for routine maintenance.	10	
Communications and Failure Requirements Subtotal Score	60	

Detailed System Requirements Affecting Callers	Points	Score
1. The system shall make available data provided by the State for all routes identified by the State. (Note any exceptions; will affect points awarded)	10	
2. The system shall have the ability to provide information from the offeror, the State, and third party sources.	5	
3. The system shall provide weather forecasts as provided by the offeror; road condition information, work zone project information, incident information, road closures and major delays, load and speed restrictions, and information as provided by third party sources (e.g. tourism)	10	
4. The system shall provide callers with the ability to reference surrounding State information including; Montana, Minnesota and South Dakota. (Full point awarded if callers can access surrounding states using separate menu; 0 points if caller must dial separate number)	10	
5. The system shall provide "condition information" and weather forecasts in route specific form by segment as defined by the State.	10	
6. The system shall provide "condition information" (with exception of load and speed limit restrictions and facility information) and weather forecasts in a regional report as defined by the State.	5	
7. The system shall provide a date and timestamp to a caller that is updated every time a new file is pulled from the State ftp site, regardless of whether or not the information in the files from the ftp site has changed.	4	
8. The system shall provide information for concurrent routes, and make the information for those segments available to callers selecting any one of the concurrent routes (e.g. for the segment(s) of roadway where ND 5, ND 8 and US 52 overlap or are concurrent, callers shall be able to retrieve information for those particular segment whether they select ND 5, ND 8 or US-52.	10	
9. The system shall provide landmark information versus milepost information, or have the capability of providing both.	5	
10. The system's primary interface will include speech recognition, touch tone capability and concatenated speech utilizing professional voice talent approved by the State. The use of text-to-speech is not allowed in the system. (Need proof a voice talent provided in proposal to award total points; may need to contact references.)	10	
11. The system shall have uninterruptible floodgate message capability (including AMBER Alerts) at the start of a call.	5	
12. The system shall have floodgate message capability within submenus to allow for route specific.	5	
13. The offeror shall provide different approaches for error handling and misrecognitions.	4	
14. The system shall provide a help menu.	5	
15. The system shall provide a short cut capability or interruptible menu for those callers familiar with the system.	5	
16. The system shall provide callers the ability to leave comments or questions.	5	
17. No end user fees shall be incurred except normal cellular charges.	4	
18. The system shall have a maximum call length at which the call is automatically terminated. Prior to termination, a message shall inform the caller that they are approaching the call duration.	4	
19. The system shall have a message stating that conditions may vary from those provided.	4	
20. The system shall have the capability of providing information for an entire route at the caller's request (e.g. conditions for all of I-94 rather than just by segment on I-94).	10	
Detailed System Requirements Affecting Callers Subtotal Score	130	

Weather Forecast Requirements	Points	Score
1. The system shall have a proven weather forecast capability, integrated with the State RWIS data, and provide information such as temperature, wind speed, wind direction, visibility, and precipitation (by type).	5	
2. The forecast model resolution will be a 10 km grid and specific to each State segment defined for the 511 system.	10	
3. A forecast shall be provided for each roadway segment as well as for the regional reports as defined by the State.	5	
4. The forecast model shall provide at least a six hour forecast, updated at a minimum of every two hours or as major events and changes occur.	5	
5. There shall be a message on 511 stating when the forecast is usable until (e.g., the forecast until 3 pm is...)	5	
6. The offeror shall have staff devoted specifically to the forecast model. (Must have staff listed in proposal; licensed meteorologist will allow for maximum points)	10	
Weather Forecast Requirements Subtotal Score	40	
Total Points Functional and System Requirement	300	

Optional Functional and System Requirements	Points	Score
1. The system may provide area specific forecasts by maintenance section (82 sections) for maintenance crews Statewide.	5	
2. The system may have call transfer capability. (This does not relate nor should this be the method for connecting to surrounding state 511 information)	15	
3. The system may provide callers the option of enabling or disabling the voice response system.	10	
4. The system may provide facility information as provided by the state.	5	
5. The offeror may include the following NOAA reports with the weather forecasts for each roadway segment and regional report as appropriate: - Flash Flood Warning - Severe Thunderstorm Watch - Tornado Warning - Winter Storm Warning/Watch/Advisory	10	
6. The NOAA reports detailed above will only be reported while occurring (i.e. the 511 system shall not report that a warning has been cancelled, it shall just be taken off the system).	10	
7. The offeror may propose additional “added value” options to provide the State with services or features beyond the minimum requirements of this RFP.	15	
Optional Functional and System Requirements Subtotal Score	70	
Functional and System Requirements Total Points	300	
Total Points Including Bonus Optional	370	

Experience and Qualifications	Points	Score
1. Has a summary of qualifications or resumes for all key personnel been provided and does that information demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?	20	
2. How extensive is the applicable education and experience of the personnel designated to work on the project?	15	
3. Has the offeror explained the effect of employee attrition on the ability to sustain the system operation?	5	
4. Does offeror have a licensed meteorologist on staff?	10	
5. How well has the offeror indicated the length of time they have been in the business of providing supplies / services similar to those requested in the RFP?	20	
6. Are there complete descriptions of past relevant projects of this type including the dates and the type of supplies / services provided?	20	
7. If a subcontractor will perform work on the project, has the offeror supplied the required information?	10	
Experience and Qualifications Score	100	

Method of Providing Services	Points	Score
1. Has the offeror described the methods to be used to accomplish the deliverables of the contract?	20	
2. If a methodology has been provided, does it convincingly demonstrate what the offeror intends to do?	20	
3. If subcontractors have been identified, will their inclusion in the methodology enhance or hinder the State's goal in the accomplishment of this project? Has Attachment 7, Outsourcing Services, been completed and submitted?	10	
4. Has the offeror described the work plan that will be followed to accomplish the deliverables of the contract?	25	
5. If a work plan has been presented, does it represent a logical and convincing plan for completion of the contract deliverables?	25	
6. Has the offeror provided a timeline with a breakdown of the work plan for the design and build, system testing and system operation and maintenance stages?	25	
7. If a timeline was provided, does it present a schedule that will meet the State's requirements for project completion?	25	
Method of Providing Services Score	150	

References	Points	Score
1. Has the offeror provided letters of reference from all state government contracts on which the offeror has been a prime or subcontractor in the past five years?	10	
2. Did the references provide the business name, location, contact, phone and email, description of service type and dates of service?	10	
3. How well did the contacted references support the ability of the offeror to perform the contract?	20	
4. If subcontractors have been identified, have references been provided that support the subcontractors ability to perform their contract responsibilities?	10	
5. Did the offeror provide a comprehensive list of all 511 or similar developmental and installation service contract of the type proposed in the RFP in which they were either the prime or subcontractor?	40	
6. Did the comprehensive list provide the business name, location, contact, phone and email, description of service type and dates of service?	10	
References Score	100	

Cost Proposal

If offerors were required to place cost proposals in a separate sealed envelope, do not open the cost proposal until the technical proposals have been evaluated.

Not all members of the evaluation need to evaluate the cost proposal. The cost proposals may be evaluated by selected members of the evaluation committee, reviewed by group, and recorded on the evaluation summary sheets.

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

Applying Preference Laws

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference).

When evaluating cost proposals from nonresident (out-of-state) offerors, determine whether the offeror's state of residence has a preference law for vendors resident in that state. The cost proposal of the nonresident offeror will be increased by the same percentage of preference given to vendors resident in that state.

For example, if the state law of the nonresident offeror requires a 5% preference for vendors resident in that state, the procurement officer will increase that offeror's cost proposal by 5% before evaluation.

See http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml for a list of States Preference Laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

Evaluator's Point Total For Contract Cost _____

**Request for Proposal
Evaluation Summary**

Name of RFP: 511 SYSTEM		
RFP Number: 915-73-10-050		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation	Maximum Points by Category	Score
Ability to meet Functional and System Requirements (300):		
High Level System Requirements	65	
Communications and Failure Requirements	65	
Detailed System Requirements Affecting Callers	130	
Weather Forecast Requirements	40	
Optional Requirements	70	
Experience and Qualifications	200	
Method of Providing Services	150	
References	100	
Cost Evaluation 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: <u>http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml</u> 2. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 250 points = Awarded Points		
Cost Proposal	250	
Total		

**Request for Proposal
Evaluation Totals**

Name of RFP: 511 SYSTEM						
RFP Number: 915-73-10-050						
Name of Offeror:						
Date:						
Technical Evaluation	Maximum Points by Category	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
Ability to meet Functional and System Requirements	300					
Optional Requirements	70					
Experience and Qualifications	200					
Method of Providing Services	150					
References	100					
Evaluator Totals						
Grand Total		Note: Sum of all individual scores.				
Technical Proposal Score		Note: Total of individual points divided by the number of evaluators (820 POINT MAXIMUM).				
Cost Proposal Score		Note: (250 POINT MAXIMUM)				
TOTAL						

**Request for Proposal
Summary of Evaluation Committee Totals**

Name of RFP: 511 SYSTEM						
RFP Number: 915-73-10-050						
Date:						
Technical Evaluation	Maximum Points by Category	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
Ability to meet Functional and System Requirements	300					
Optional Requirements	70					
Experience and Qualifications	200					
Method of Providing Services	150					
References	100					
Technical Proposal Score	820					
Cost Proposal Score	250					
Grand Total	1070					

**ATTACHMENT 2
CONTRACT DOCUMENT**

Next 3 pages

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT FOR PROCUREMENT**

REQUEST FOR PROPOSAL TITLE: _____

REQUEST FOR PROPOSAL NO.: _____

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and _____, hereinafter referred to as the Contractor, whose address is _____.

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated _____, NDDOT's request for proposal issued on _____, and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between 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. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions

9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
 10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
 11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
 12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
 13. Termination
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. 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. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
 - i. If the Contractor fails to provide services called for 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 NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
 14. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

15. This agreement becomes effective when all parties have signed and it shall terminate on _____.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

DOT 1043 (Div. 50)
L.D. Approved 2-17-05; 9-09

**ATTACHMENT 3
RISK MANAGEMENT APPENDIX**

Next 1 page

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.

**ATTACHMENT 4
COST PROPOSAL FORMAT**

Complete and submit separately from the proposal, the cost sheet as shown below. The cost proposal should be itemized, including, at a minimum, cost for each task/deliverable and must include a total, not to exceed, project cost. The Offeror is to provide a breakdown of the costs necessary to complete the project based on the following criteria: *The monthly cost for system operation and maintenance will be used to determine the award of cost proposal points.

1. DESIGN AND BUILD

TASK	TOTAL NOT TO EXCEED COST
DESIGN	
BUILD	
MISCELLANEOUS COSTS	
TOTAL COST	

Provide a description of any miscellaneous costs that are included in the above miscellaneous costs.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

2. SYSTEM TESTING

TASK	TOTAL NOT TO EXCEED COST
SYSTEM TESTING	
MISCELLANEOUS COSTS	
TOTAL COST	

Provide a description of any miscellaneous costs that are included in the above miscellaneous costs.

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. FIRST YEAR MONTHLY SYSTEM OPERATION AND MAINTENANCE

TASK	MONTHLY COST
*SYSTEM OPERATION AND MAINTENANCE	
MISCELLANEOUS/OPTIONAL	
TOTAL MONTHLY COST	

Provide a description of any miscellaneous costs that are included in the above miscellaneous costs.

Additional Routes as described in section 3.3.1.14
(do not include in cost above)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

ATTACHMENT 5

**STATE OF NORTH DAKOTA
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700**

November 17, 2010

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **915-73-10-050, 511 SYSTEM** was issued by the **North Dakota Department of Transportation** on **October 1, 2010**.

The following vendors submitted proposals in response to the RFP:

LIST NAMES AND ADDRESSES OF ALL OFFERORS THAT SUBMITTED PROPOSALS OR INCLUDE AS AN ATTACHMENT.

A committee evaluated the proposals based upon the criteria stated in the RFP to select the offeror that submitted the most advantageous proposal. We announce our intent to award a contract to **NAME OF SUCCESSFUL OFFEROR**.

The successful offeror is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the recipient and the State sign the contract.

An offeror may protest this Notice of Intent to Award by submitting a written protest to the procurement officer within seven calendar days after the date of this notice.

On behalf of the **North Dakota Department of Transportation**, thank you for your efforts in preparing a proposal in response to this solicitation. We appreciate your interest in doing business with the State of North Dakota, and your company will remain our bidders list for any future solicitations of a similar nature.

If you have any questions, please feel free to contact me.

Sincerely,

Marilyn Langehaug, Procurement Officer

Phone (701) 328-4466

Fax (701) 328-0310

Email mlangehaug@nd.gov

ATTACHMENT 6

RFP DEFINITION OF TERMS

- “State” means the North Dakota Department of Transportation
- “Condition Information” for this document, refers to the information provided by the State traveler information databases including road conditions, road closures, emergency travel only advisories, chain requirements, work zone projects, incident information, load and speed limit restrictions, and facility information combined with the road locations. “Condition Information” DOES NOT refer to RWIS data.
- “RWIS” means Road Weather Information System. The RWIS data that will be available on the ftp site includes:
 - Air temperature (air temp) in degree Fahrenheit
 - Dew point (dewpt) in degrees Fahrenheit
 - Relative humidity (RH) in percent
 - Peak wind speed (Peak wind) in miles per hour
 - Wind direction (wind dr) in compass degrees
 - Wind speed in miles per hour
 - Precipitation type (PC Type) by code (the code is defined in a separate document on this ftp site)
 - Precipitation intensity (PC Intens) by code (the code is defined in a separate document on the ftp site)
 - Precipitation rate (PC Rate) in inches per hour
 - Precipitation accumulation (PC Accum)
 - Surface temperature (SF Temp) in degree Fahrenheit
 - Freeze temperature (Freeze Temp)
 - Condition defined as the conductance of ice/liquid mix on pavement
 - Chemical defined as yes or no a chemical has been detected
 - Chemical percent (Chem Pct) the percent of chemical saturation in the moisture
 - Depth the depth of the water layer on the sensor
 - Ice percent (Ice Pct) the percent of ice in the moisture
 - Sub surface temperature (Sub temp) in degrees Fahrenheit

NOTE: For some RWIS, only a portion of this data will be available. The data provided will be dependent on whether the RWIS has pavement and subsurface sensors.

- “Route Specific Form” is one way for the callers to retrieve “condition information”. In this case callers choose the particular route, or highway, for which they would like to receive “condition information” e.g. choosing Interstate 94 (I-94).
- “Segments” means a portion of a roadway. After a caller has chosen a route for which to receive information, they are then provided with segments to choose from. Once a caller has chosen a segment, they will receive the corresponding “condition information” for that segment. As an example, the segments on I-94 include:
 - I-94 Entire Route
 - Montana State line to Dickinson, Exit 61,
 - Dickinson, Exit 61 to Bismarck, Exit 159,
 - Bismarck, Exit 159 to Cleveland, Exit 238
 - Cleveland, Exit 238 to Valley City, Exit 292
 - Valley City, Exit 292 to Minnesota State Line at Fargo
- “Regional Reports” means while route specific information is detailed “condition information” on a particular piece/segment of roadway; callers can receive more general “condition information” by choosing a regional report. A regional report will provide “condition information” on all the routes and segments within that region. E.g. the regional reports available include:
 - Northwest North Dakota,
 - North central North Dakota,
 - Northeast North Dakota,
 - Southwest North Dakota,
 - South central North Dakota and
 - Southeast North Dakota.

**ATTACHMENT 7
OUTSOURCING SERVICES**

Next 1 page

OUTSOURCING SERVICES

Offerors must indicate whether or not any services are or will be outsourced under the terms of the agreement that results from this RFP. Indicate N/A if Not Applicable.

Proposed Services to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor Name

If any or all of the services are or will be outsourced offshore, Offerors are shall provide a cost estimate of what the cost would be to provide the same services onshore and/or in North Dakota.

Proposed Services to be Outsourced	Bid Total or Contract Estimate if Provided Onshore	Bid Total or Contract Estimate if provide in North Dakota	Cost Impact	Onshore Work Location	Subcontractor Name

Name of Offeror

Signature of Offeror

Date

**ATTACHMENT 8
CHECKLIST FOR OFFERORS**

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the State of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the State's website and will include all questions asked and answered concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided** (i.e. Cost Proposal, Outsourcing Services)
8. _____ **Check the State's website for RFP addenda.** Before submitting your response, check the State's website at <https://secure.apps.state.nd.us/csd/spo/services/bidder/main.htm> to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluator/evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.