

**STATE OF NORTH DAKOTA
Office of Management and Budget
State Procurement Office
14th Floor, Capitol Tower
600 E. Boulevard Avenue
Bismarck, North Dakota 58505-0310
Phone: 701-328-1721
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Request For Proposal (RFP)

RFP Title: Print Shop Management Software

RFP Number: **110.7-13-066**

Date of Issue: **October 23, 2013**

Purpose of RFP: The State is seeking software that will allow our in-plant print shop and office supply team the ability to automate customer orders for print jobs and office supplies, price estimates, job status, billing, and reporting.

Offerors are not required to return this form.

Procurement Officer: Chad Keech

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SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The State of North Dakota, acting through its Office of Management and Budget, State Procurement Office, in coordination with Central Duplicating, hereafter known as "STATE" is soliciting proposals for software that will allow our in-plant print shop and office supply team the ability to automate customer orders for print jobs and office supplies, price estimates, job status, billing, and reporting.

1.02 Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. Vendors must direct all communications regarding this RFP to the procurement officer. Unauthorized contact regarding the RFP with other STATE employees may result in the STATE disqualifying the vendor. The STATE may also suspend or disbar vendor from the state bidders list.

PROCUREMENT OFFICER: Chad Keech

PHONE: 701-328-2767

FAX: 701-328-1615

TTY Users call: 7-1-1

E-MAIL: ckeech@nd.gov

1.03 RFP Schedule

This schedule of events represents the STATE's best estimate of the schedule for this RFP. The approximate RFP schedule is as follows:

- | | |
|--|----------|
| • RFP Issued | 10-23-13 |
| • Questions, clarification requests, or objections due by 3pm Central Time | 11-05-13 |
| • Responses to questions/RFP amendments (if required) | 11-12-13 |
| • Proposals due by 3pm Central Time | 11-21-13 |
| • Proposal evaluation completed by approximately | 12-05-13 |
| • Demonstrations approximately | 12-12-13 |
| • State issues Notice of Intent to Award a Contract approximately | 12-16-13 |
| • State issues contract approximately | 01-06-14 |
| • Contract start approximately | 01-15-14 |

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit six copies of its proposal and one electronic copy (CD, DVD, or USB Flash Drive) in a sealed envelope or package.

Offerors must submit cost proposals in a separate sealed envelope or package, clearly labeled "cost proposal."

Offerors must clearly address all envelopes or packages containing proposals as described below to ensure proper delivery and to avoid having the STATE open them before the deadline for receipt. Offerors must address all envelopes or packages as follows:

STATE OF NORTH DAKOTA
Office of Management and Budget
State Procurement Office
Request for Proposal (RFP): Print Shop Management Software
RFP Number: [110.7-13-066](#)
14th Floor, Capitol Tower
600 E. Boulevard Avenue
Bismarck, North Dakota 58505-0310

The STATE must receive proposals at the location specified no later than the time specified in section 1.03 RFP Schedule. The STATE will not publicly read the proposals at the opening.

Offerors may not deliver proposals 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 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 STATE to reject the proposal. 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 the STATE can make reasonable accommodations.

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract (Attachment 2), and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of 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 the STATE could not make an award. The STATE will disallow any protests based on the content of the solicitation, if the Offeror does not bring these faults to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the procurement officer may answer the question 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 response directed to all Offerors. The procurement officer will make this determination. The STATE considers oral communications unofficial and non-binding on the STATE. The Offeror must confirm telephone conversations in writing.

1.07 Bidders List Registration Requirements

VENDORS MUST BE REGISTERED BEFORE CONTRACT AWARD

The STATE will accept proposals from vendors that are not currently approved vendors on the State of North Dakota's bidders list; however, the Awardee will be required to become approved prior to award.

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 Office. Prospective Offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list for this solicitation is commodity code(s) 208-10, 208-32, 208-53, 208-55, and 208-70.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/>. Contact the Vendor Registry Office at 701-328-2683 or SPOVendor@state.nd.us for assistance.

The Awardee must register and become approved within 30 calendar days from the date of the Notice of Intent to Award, unless otherwise extended by the procurement officer. If an Offeror fails to become an approved vendor by the time specified by the Procurement Officer, its proposal may be determined to be non-responsive, and the STATE may reject its proposal.

1.08 Pre-proposal Conference

The STATE will not hold a pre-proposal conference for this RFP. The STATE advises Offerors 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 Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to submit a letter of interest to the procurement office at the following email address: topp@nd.gov. Include the name of the 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 STATE 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.

1.10 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: <http://www.nd.gov/spo/vendor/>

1.11 News Releases

A vendor shall not make any news releases related to this RFP without prior approval of the procurement officer or project manager designated by the STATE.

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

Central Duplicating is a government in-plant print shop, located on the Capitol campus, in Bismarck, North Dakota. There is one administrative assistant that enters orders, does customer service work and acts as a backup graphic artist. Currently, there are six full-time production employees running the following equipment: AB Dick duplicators with Townsend T-heads, 2 Xerox Nuvera® black & white copiers, a Konica-Minolta Bizhub® C-7000 digital press, an A-M Multigraph press for envelopes, and various pieces of bindery equipment. In addition, there is a graphic artist that also runs mail inserters and addressing machines. Central Duplicating prints a variety of reports, booklets, forms, stationery, envelopes, manuals, etc.

Currently, state agencies send orders to Central Duplicating via an internal print requisition which is either manually written on a multiple part form or entered onto an electronic PDF file. The jobs are produced as the print requisition dictates, ie: quantity, paper, ink colors, special instructions, and binding information. After the print request has been completed, the jobs are delivered within the Capitol building or picked up by the ordering agencies.

Billing, inventory, and estimating are done using Excel spreadsheets and finalized through a mainframe Management System. All time, materials and processes are recorded manually on the print requisitions as the jobs progress through the production process.

Agencies are billed internally with a charge back process and the sales, month and year-end accounting is manually entered into Excel spreadsheets. In addition, we incur a monthly maintenance fee from the State's Information Technology Department (ITD) to maintain our use of computers and systems being operated. This fee is expected to remain constant with the purchase of an outside software system.

In addition, we have a Central Supply warehouse that handles office supplies for various agencies throughout the state. This department has one clerk who handles standard and custom orders for office supplies. The state printing manager oversees both the printing and supply areas.

2.02 Technical Overview

In overview North Dakota's technical environment consists of Windows based desktops and a variety of server platforms connected via an IP based network. Desktop support is provided by the individual State Agencies with ITD providing the state wide network and support for the majority of the server platforms. Brief descriptions of each component are provided below.

Desktop Environment

The *de facto* desktop standard is an Intel platform running some variety of Windows. Windows 7 is the most common with Windows XP and Windows Vista still existing.

Network Services

ITD provides both local and wide area network services for North Dakota Government. All LAN segments are switched Ethernet networks. The Fargo, Minot, Grand Forks and Bismarck metropolitan area networks are gigabit fiber based while the majority of WAN connectivity is obtained via both ATM and Ethernet transport services. The core of the WAN consists of a 10 Gigabit Ethernet ring. End User support is provided through a central help desk; this service is available 24x7x365.

Directory Services

ITD provides a single Active Directory network domain that provides agencies with a single network sign on. All agency computers utilizing the state's Active Directory are members of the state forest, NDGOV. Each agency comprises an Organizational Unit (OU) within NDGOV. ITD provides the necessary Domain controllers and Global Catalog servers for authentication services.

In addition, ITD provides an LDAP directory service for public facing applications using the IBM Tivoli Directory Server. IBM Tivoli Directory Server LDAP directory service is used to provide authentication and authorization for web applications. This LDAP directory is also used to provide authentication for the ITD managed FTP server.

Hosting Services

The majority of State Agencies receive hosting services from ITD. These services are provided by the following platforms:

- an IBM z114 mainframe running zOS version 1.13,
- an IBM iSeries, model 820 running OS version 5.4,
- Windows servers with Windows 2012 Server being the preferred OS; though a large number of Windows 2008 and Windows 2003 servers exist,
- IBM AIX, and
- Intel RedHat Linux servers.

End User support is provided through a central help desk; this service is available 24x7x365. The z114 mainframe provides CICS for transaction management. The standard deployment platform is a VMware virtual environment hosting either Windows or RedHat Linux.

Database Services

The majority of State agencies receive database services from ITD. The following databases are supported:

- Software AG's ADABAS is hosted on the z114 mainframe and Linux,
- IBM DB2, version 9.1 which is hosted on the z114 mainframe,
- Oracle 11, and
- Microsoft SQLServer 2005, 2008, 2008R2 and 2012 which are hosted on Windows Server clusters.

ITD provides both test and production database shared environments.

Web Environment

ITD provides both clustered .NET and J2EE web application environments; test and production environments are provided. The J2EE platform consists of IBM WebSphere version 6.1 running on RedHat Linux. An upgrade to version 8.x is in progress. Load testing of any web application is required prior to production deployment and is highly recommended during application development. ITD uses Mercury Interactive's LoadRunner software to perform load testing.

EDMS Environment

The majority of State agencies using EDMS technologies receive their services from ITD. These services are provided by the following platforms:

- FileNet P8 version 4.5.1 Content Manager
- Eforms
- IBM Content Collector
- IBM Enterprise Records

- Cardiff LiquidOffice
- Cardiff Teleform
- ILINX Capture

Data Backup

Backup services are provided by IBM's Tivoli Storage Manager.

Email Environment

The State of North Dakota Email Environment consists of two platforms:

- Microsoft Exchange 2010
- POP3 server

There are approximately 10,500 users on Exchange. The POP3 server is a Linux (Sendmail) based server with approximately 2,000 users.

Geographic Information System (GIS) Environment

ITD provides a database and web infrastructure for hosting GIS data and applications. Data are stored on ITD's SAN and file-based storage systems and are served to agency GIS desktop software and applications using Oracle and Esri's ArcSDE which are hosted on dedicated Linux servers. Legacy applications and legacy web services based on Esri's ArcIMS are hosted on WebSphere. ArcIMS, Esri's ArcGIS Server, and Safe Software's FME are hosted on dedicated Windows servers

Business Intelligence Environment

The State supports Cognos 10.1.1 and Microsoft SSRS as business intelligence tool sets. State agencies also use Crystal Reports, SAS and SPSS. The State has Oracle Enterprise and SQL Server platforms which it supports and implements data warehouse initiatives.

Master Data Management

The State utilizes IBM's Initiate Master Data Service.

2.03 State Standards and Hosting Requirements

The STATE requires all information technology purchases to comply with the state's information technology standards unless the agency receives a waiver. ND State Law also requires that the state's Information Technology Department (ITD) host all information technology systems unless a hosting exemption is granted. Interested parties may find information regarding the state's information technology standards at: <http://www.nd.gov/itd/standards/ea> *

*Security standards are available upon request by contacting the Procurement Officer for this RFP.

2.04 Budget

Payment for the contract is subject to funds already appropriated and identified.

SECTION THREE -SCOPE OF WORK

3.01 Scope of Work

The STATE is soliciting proposals for software that will allow Central Duplicating the ability to manage jobs through job listing, allow job estimating and invoicing and manage inventory of paper and supplies. In addition, the system would allow customers the ability to obtain estimates of their jobs prior to production and to enter orders for printing and supplies, online. Ideally, the STATE seeks to utilize the same software to perform the tasks listed below under functional requirements and desired features. The software system could be modular, to allow purchases of different applications, as the new software is implemented.

Currently, Central Duplicating averages 500 jobs per month and Central Supply invoices approximately 450 orders per month.

The contractor may be required to provide a working demonstration of their software solution.

After a proposal has been accepted, the STATE and contractor will come up with a timeline for the project. The contractor will work with the STATE throughout the duration of the entire project including gathering and finalizing requirements, testing, training, and implementation, go live and finally provide ongoing support.

3.02 Information Technology Solution

A. Functional Requirements

At a minimum, the offeror's system MUST offer the following criteria or the proposal will be rejected. Describe your system's functionality, ease of use, and compliance with the following requirements:

- a. Job listing
- b. Job estimating (both traditional press and digital press)
- c. Invoicing (must be able to charge back to multiple agencies)
- d. Manage inventory for paper and supplies (with the ability to notify administrators when reorders are needed)

B. Desired Features

Describe your system's functionality and ease of use with the following desired features:

- a. Customer history (ability to track customer order history for multiple years)
- b. Shop floor data & information gathering
- c. Waste/spoilage for all jobs
- d. Online print estimating
- e. Online print ordering
- f. Online supply ordering
- g. Minimal human intervention with job flow process (from order thru invoicing)
- h. Interface compatibility with FreeFlow™, PeopleSoft, and Microsoft Excel
- i. Access via mobile phones (Blackberry/Android/Microsoft/iPhone)

C. Technical Questions

Technical Architecture

- a. Describe the architecture of the solution. Provide architecture diagrams for proposed solution.
- b. Is the solution a single, fully integrated application or is it comprised of multiple, separate modules? Explain.
- c. Is all functionality proposed available through a thin client, browser-based interface? Explain.
- d. Specifically identify the functional capabilities that require software to be installed on the user's desktop, including any Java Applets and Active X controls.

Database

- a. Is the solution based upon a single database, or are there multiple databases required? Explain.
- b. What databases and version are supported? Do you have a preferred database?
- c. How do you supply the database build?
- d. How is the user authenticated to the application and database?

Server Platform/Operating System

- a. What platforms and operating systems does your solution support? Include version information.
- b. Does your product/solution run on multiple CPUs? Specify minimum/maximum or limiting factors.

Browser Support

- a. What browsers and browser versions does the product/solution support?
- b. Are any 'plug-ins' required? If yes, explain.
- c. Does the system require the use of browser cookies to persist data to function properly? If yes, explain.

Product/Solution Dependencies

- a. Does your product/solution require/embed third-party software applications, libraries, or drivers? If so, which ones? Are they included in your license agreement?
- b. Does your product/solution interface with any other systems/services? If yes, identify the systems/services and explain the functionality provided to the product/solution.
- c. Please describe what software is required or optional on the client. If software is distributed to the desktop, how do you recommend desktop distribution to be managed?
- d. In what language(s) has the solution been developed?
- e. Describe the ability to configure the solution to specific customer requirements.

Reliability & Availability

- a. Provide any recommendations for disaster recovery or high-availability requirements.
- b. Address how your solution works in a virtualized environment. If virtualization is not an option, please explain why and how your solution would address a Clustered environment.
- c. Describe any third party products used to provide clustering and high availability.
- d. Are there any licensing requirements surrounding high availability? Explain.

Backup / Disaster Recovery

- a. Describe how the system can be backed up and how a system recovery would be accomplished.
- b. Can the system use Tivoli for system backup?

Security /Access Control

- a. Describe capabilities provided in the solution for integration with Directory Services (LDAP, Active Directory).
- b. Identify if the solution is able to utilize user groups defined in the LDAP Directory or Active Directory.
- c. Describe any roles predefined or required for your solution.
- d. Describe the method used to authorize users to specific resources.
- e. Describe how artifacts created within the solution are secured.
- f. Describe the solutions security auditing and logging capabilities.

System Integration:

- a. Does your system expose an Application Programming Interface (API)? If so, please explain.

System Administration:

- b. Describe the processes that will be used by system administrators to maintain system reference type data.
- c. Describe data retention period for data stored in system.

Reports

- a. What are the reporting capabilities? Please explain the reports included in the base product as well as the ability to create customized reports.
- b. Please provide a list and description of all included reports and examples of the 5 most commonly used reports.
- c. What is the process or software needed to create custom reports?
- d. What are the limitations on the ability to customize reports?
- e. Can reports be formatted in Microsoft applications (e.g., Excel, Access) rather than your report writer?
- f. Can reports be event triggered or scheduled? Describe. If scheduled, is a third party scheduler involved? If so, which product? Is it included or is it a separate purchase?

D. Value Added Features

Offeror should detail and describe any functionality, products, services, or upgrades that are not part of the IT requirements of this RFP and demonstrate the added value.

STATE shall not consider these costs as part of cost evaluation scoring. See section six for more details on the cost proposal format. The State reserves the right to include Value-Added Features from the proposals during contract negotiations.

E. Software Licensing

STATE requires licensing for a minimum of 3 users.

Describe the licensing required and licensing options for the proposed solution. The Offeror shall specifically outline the associated licensing and maintenance fees in the cost proposal. If Offeror is proposing supplemental licensing terms, provide a copy of any licensing agreement the STATE will be required to sign

F. Vendor Software Strategy

Describe your firm's Open Source Software (OSS) strategy.

- a. If your firm partners with other vendors, provide your partners' OSS strategy.
- b. Provide details on any open source code that you use within your code base.
- c. If you use open source code in your code base, describe how you manage within your code base patch management related to the open source code, security patches, and other patches.
- d. Describe how your firm ensures that software including open source is secure enough to release and any tools that you use to make that determination.

G. Software Maintenance

For any product you are proposing:

- a. Describe in detail how software maintenance is handled.
- b. Does maintenance include all upgrades and technical support?
- c. Describe any software maintenance requirements.
- d. Describe the process for issuing maintenance releases and patches.
- e. Describe your major and minor release cycles, including frequency.
- f. What is the typical down time required for major and minor upgrades?
- g. What is the estimated level-of-effort required to perform an upgrade?
- h. Explain the process for upgrading and applying patches to your solution.
- i. If database schema extension is required to meet the business need, how does this impact the upgrade/patch process?
- j. How are the customizations and/or configurations maintained during an upgrade?

H. Compatibility with State Standards and Existing Technology

Describe how the proposed solution including products and services is compliant with the STATE's technology standards listed in section 2.02.

Indicate whether the STATE can host the proposed solution on the STATE's architecture as described in section 2.02 and any additional infrastructure that the STATE would need to acquire for the proposed solution.

I. Professional Services Requirements

Offeror shall describe the methodology, approach and services provided for each of the following:

- a. Gathering and finalizing requirements
- b. Testing
- c. Implementation
- d. Documentation

J. Project Management Requirements

If applicable the STATE shall follow the STATE project management methodology as described in standard STD009-005. See <http://www.nd.gov/itd/standards/project-management/project-management-large-information-technology-projects> for the full standard.

Offeror shall provide the following project management related information/tasks:

- a. A comprehensive approach for handling communications with both internal and external audiences. The Communication Plan must include: a plan for generation, documentation, storage, transmission and disposal of project

information.

- b. Quality plan including, the assessing the methodology for maintaining quality of the code and workmanship, managing project schedules and related subcontractor(s) activities where appropriate.
- c. Test management plan which describes how the successful offeror shall approach validation and verification of the Project system testing.
- d. Describe your company's methodology pertaining to Project Management, including how you will provide project management and assist in the development of a plan for the implementation, configuration, and training effort of this project.
- e. Assist in the development of the project closeout and transition plan. This plan shall describe the steps necessary to turn the final deliverables over to the STATE. The plan shall contain sufficient information to assure that all necessary steps are identified and that each step has sufficient resources assigned.
- f. Assist in the development of detailed schedule with fixed deadlines to include tasks, milestones with entrance/exit criteria, sequencing and dependencies, staff assigned and their location, project resources required for activities, and resource allocation percentage.

K. Contract Schedule / Deliverables

Offeror is to propose a detailed contract schedule as part of its proposal, to include deliverables with due dates. Examples of deliverables include completion of work plan (tasks and activities, activity duration, and completion dates), status reports / meetings, requirement planning, testing plan, installation, training manuals and training sessions, production implementation, and project end date.

L. Location of Work

Contractor is to provide information on whether or not they need to be on-site for any part of the implementation process.

The STATE will provide workspace for the contractor should they need to be on-site.

3.03 Product Support and Customer Service Requirements

A. Warranty

Detail and describe the product warranty. Include any warranty requirements.

B. Technical Support

Describe your service level agreements (SLA), including such items as call-back time, response time for fixes, methods of contact, and escalation processes. Some items to consider in your response that may be relevant:

- a. What are your technical support options?
 - i. Offerors should anticipate that Service Level Agreements shall be required and specified by the STATE prior to final contract award consummation. Offeror's are requested to propose their recommended Service Levels and describe the value to the STATE.
- b. Is there documentation available for the Administrator, Support an end user perspective (i.e. online knowledge base help and user's manuals, etc...) Explain.
- c. Provide your problem resolution process diagram.
- d. Is your support staff located at a call center? If so, where?
- e. What are your support hours?
- f. What are your response times?
- g. Provide Help Desk employees' qualifications.

C. Customer Service, Sales Support, Training

Describe the related customer service and sales support that your firm provides in conjunction with the products and/or services you are proposing. Some items to consider in your response that may be relevant:

- a. Account representative experience with the products and services being offered
- b. Vendor process for handling customer inquiries and response time
- c. Ongoing product updates and strategic planning
- d. Reports related to technical support performance under the contract
- e. Maintaining a website for sales and customer support of the contract
- f. Initial training and start-up services (face to face, online, etc.)
- g. Ongoing training programs

3.04 Experience and Qualifications Requirements

No specific minimums have been set for this RFP. Offeror shall describe previous experience implementing print management software.

The Offeror must include the following contact information for three references where the offeror has provided print management software to other in plant governmental agencies in the last two years: person's name, telephone number, and e-mail address. The Vendor must verify the accuracy of all contact information. The State will send a reference check questionnaire to these references, and their input on the questionnaire will affect the Vendor's score. The reference is fully responsible for the timing and content of the reference check information returned to the State. If the reference does not return the questionnaire by the date specified or fails to properly fill out the questionnaire, then scoring will proceed as if the reference information were unfavorable. The STATE reserves the right to contact other state and local government agencies regarding engagements they may have had with the Offeror's company in the past, in addition to the references provided in the proposal.

SECTION FOUR - GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension and Renewal Options

The term of this contract commences when signed by all parties and continues until services have been provided and accepted by the STATE, but no later than the January 15, 2015.

Extension Option

The STATE reserves the right to extend the contract period for an additional period of time, not to exceed 12 months, beyond the normal expiration date of the contract, upon mutual written agreement by both parties.

Renewal Option

The STATE may renew this contract upon satisfactory completion of the initial contract term. The STATE reserves the right to execute up to four options to renew this contract annually 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 30 days before the scheduled contract expiration date.

Renegotiation Option

Since it is unknown how long the STATE will employ the products and services which are the subject of this contract, and the length of time for ongoing maintenance and support during the operational life of the products, STATE and CONTRACTOR may renegotiate the contract upon mutual agreement of the parties after completion of the initial term of the contract including any

extensions and renewals.

4.02 Contract Type

This contract is a fixed price with adjustment contract.

4.03 Standard Contract Provisions

The Awardee will be required to sign and submit a contract substantially similar to 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 set out in the Offeror's proposal. The STATE will not permit alteration of these provisions without prior written approval.

The STATE instructs Offerors 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

The STATE may incorporate part or all of this RFP and the successful proposal 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 may 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 result of the application of a supplemental term or condition included in the proposal would diminish the STATE's rights, 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 STATE signs 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 time schedule for accomplishing the additional work and a price for the additional work. The contractor must provide cost and pricing data 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 STATE.

4.09 Indemnification and Insurance Requirements

The STATE incorporates indemnification and insurance provisions in the final contract. The Offeror must submit objections to any of the provisions of the Indemnification and Insurance Requirements in writing to the attention of the procurement officer by the time and date set for receipt of questions. The STATE will not permit any alteration of these provisions without prior written approval from the STATE in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the Awardee 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 STATE, 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 the STATE will furnish certificates upon request.

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 701-328-1246 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 701-328-1248 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

Negotiated Payment Schedule with Progress Payments

The STATE will make payments based on a negotiated payment schedule that is associated with progress toward mutually agreed deliverables and milestones.

Advance Payments

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

4.13 Limited Liability

The State's ability to agree to any limitation of liability is restricted by [N.D.C.C. 32-12.2-15](#).

4.14 Payment Terms

The STATE will normally make payment for commodities and services received under contracts within 30 calendar days after receipt of a correct invoice. Deliverable based payments cannot be invoiced prior to the State's acceptance as specified in the Scope of Services section of the contract. The Awardee must direct any payment inquiries to the STATE.

The STATE may take Prompt Payment Discount Terms offered by the contractor if the STATE makes payment within the specified terms.

4.15 Right to Inspect Place of Business

At reasonable times, the STATE may inspect those areas of the contractor's place of business that relate to the performance of a contract. If the STATE makes an inspection, the contractor must provide reasonable assistance.

4.16 Inspection & 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 the work being performed is 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.

Failure of the contractor to timely perform the contract, including any corrections or modifications directed by the STATE, may cause the STATE to terminate the contract, for default by the contractor. In this event, the STATE may require the contractor to reimburse, within thirty (30) days of STATE's notice to terminate, all payments made to contractor for the deficient work. STATE shall return deliverables and services which are deficient, and further has the option of returning all deliverables and services which STATE previously accepted, but which are affiliated with the deficient deliverables and which, without the deficient deliverables, are rendered incapable of performance or impractical for the STATE to retain. Contractor shall also, within thirty (30) days thereafter of the STATE's notice to terminate, reimburse the STATE for payments made for such previously accepted but subsequently returned deliverables and services. This clause does not restrict the STATE's right to seek associated damages, for contractor's failure to timely perform its obligations, including corrections and modifications, under the contract.

4.17 Termination of Contract

The STATE reserves the right to terminate this contract without cause, for lack of funding and with cause. Please review Section 6 of the contract for the specific termination clauses.

4.18 Informal Debriefing

When the contract is completed, the STATE may perform an informal debriefing 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 STATE will negotiate the debriefing time and location between the STATE and contractor.

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01 Evaluation Process

Evaluation of proposals will proceed in four (4) phases:

1. Responsiveness and Responsibility
2. All Team Review/Identification of Finalist Proposals
3. Online Demonstrations and Offeror Interviews
4. Best and Final Offers (optional) / Award Determination

Phase One: All proposals will be reviewed by the Procurement Officer and other designated STATE employees to determine if Offerors' proposals are responsive to the RFP requirements, if Offeror meets the minimum qualifications required to present a proposal and if Offeror is financially stable. All proposals not rejected during Phase One will move to Phase Two.

Phase Two: All proposals not rejected in Phase One will be reviewed in detail by a team of evaluators. These evaluators will review and score proposals in accordance with the evaluation criteria and weight detailed below. Proposals that are reasonably susceptible for award will move to Phase Three. The number of proposals moving to Phase Three is dependent upon the number and quality of proposals received.

Phase Three: Offerors whose proposals receive the highest scores and are determined to be reasonably susceptible for award may be required to provide an online demonstration of the proposed solution for the evaluation committee.

Phase Four: After demonstrations, the evaluation team will have the opportunity to review and revise original scores based on information learned in demonstrations, after considering comments and/or impressions from the industry representative, and discussion amongst evaluation team members. Evaluation team may, based on total revised scores, determine Awardee or, if appropriate, make a request for Best and Final Offers in accordance with section 7.14 of the RFP.

5.02 Proposal Evaluation Criteria/Categories

Sections Proposals will be scored in following major categories; each major category contains sub-categories to be scored. The categories and sub-categories, with their relative weights are as follows:

1. Information Technology Solution

Forty Percent (40%) of the total possible evaluation points will be assigned to this criterion.

2. Product Support and Customer Service

Fifteen Percent (15%) of the total possible evaluation points will be assigned to this criterion.

3. Experience and Qualifications

Fifteen Percent (15%) of the total possible points will be assigned to this criterion. If the RFP required a minimum amount of experience or qualifications, the STATE will award no points for meeting the minimum. The STATE will award points for experience and qualifications that exceed the stated minimums.

4. Contract Cost

Thirty Percent (30%) of the total possible evaluation points will be assigned to cost. The STATE will not consider any prompt payment discounts terms proposed by the Offeror 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 STATE will evaluate the point allocations for cost on the other proposals according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.03 Demonstrations

After any discussions for clarifications and the initial evaluation of proposals received, Offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to provide an online live demonstration of the proposed solution for the evaluation committee. The STATE will factor information presented during demonstrations into the evaluation scoring.

The demonstration will be held online via web conferencing. Offerors will be responsible for all costs associated with the providing the demonstration.

5.04 Site Inspection of Offeror's Facility

The STATE may conduct on-site visits to the Offeror's firm or Offeror's customer where the Offeror is performing a comparable service 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 STATE will conduct the site inspection at the STATE's expense.

SECTION SIX - PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format

General Information

- 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.
- Offerors may make a written request to hold confidential any trade secrets and other proprietary data contained in proposals. The Offeror must clearly identify the material considered confidential, 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.nd.gov/OpenRecords/ORM.htm>
- The STATE will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal. Offerors must provide all documents, samples, or other information specifically required in this RFP.

Physical Organization

- Prepare proposals on 8.5 x 11 paper and insert in a three ring binder with sections (as defined below) separated by tabbed dividers. Any exhibits, pictures or drawings that are printed on paper larger than 8.5 x 11 should be folded, punched and bound in folder or enclosed in folder in sheet protectors or some other similar presentation, if possible. If not possible to include in binder, enclose in other container or presentation type folder which is as compactly sized as possible.
- Proposals must be separated into an introductory section and five content sections. Each section must be formatted as follows and include the information detailed below by providing comprehensive narrative statements and descriptions:

6.02 Proposal Content

Section One – Tab One

Introductory/Affirmations Section

An "Introduction" section must include the following:

- A cover letter signed by a company officer with authority to bind the company. The letter must contain the following:
 - o the complete name and address of the Offeror and the name, mailing address, and telephone number of the person the STATE should contact regarding the proposal;
 - o confirmation that the Offeror will comply with all provisions in this RFP;
 - o disclosure of any instances where the Offeror 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);
 - o a statement certifying that the Offeror complies with:
 - the laws of the State of North Dakota;
 - *North Dakota Administrative Code*;
 - all applicable local, state, and federal laws, code, and regulations;
 - the applicable portion of the Federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued by the federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
 - all terms, conditions, and requirements set forth in this RFP;

- a condition that the proposal submitted was independently arrived at, without collusion; and
- a condition that the offer will remain open and valid for the period indicated in this solicitation.

Section Two – Tab Two

Information Technology Solution

In each sub-tab below provide all information as required and requested using the same numbering scheme as reflected in the referenced RFP Section.

- Sub-Tab 2A: Technical Requirements: RFP Section 3.02A.
- Sub-Tab 2B – Functional Requirements: RFP Section 3.02B.
- Sub-Tab 2C – Desired Features: RFP Section 3.02C.
- Sub-Tab 2D – Technical Questions: RFP Section 3.02D.
- Sub-Tab 2E – Value Added Features: RFP Section 3.02E
- Sub-Tab 2F – Software Licensing: RFP Section 3.02F
- Sub-Tab 2G –Vendor Software Strategy: RFP Section 3.02G
- Sub-Tab 2H – Software Maintenance: RFP Section 3.02H.
- Sub-Tab 2I – Compatibility with State Standards and Existing Technology: RFP Section 3.02I
- Sub-Tab 2J – Professional Services Requirements: RFP Section 3.02J
- Sub-Tab 2K – Project Management Requirements: RFP Section 3.02K
- Sub-Tab 2L – Contract Schedule / Deliverables: RFP Section 3.02L
- Sub-Tab 2M – Location of Work: RFP Section 3.02M

Section Three – Tab Three

Product Support and Customer Service Requirements

In each sub-tab below provide all information as required and requested in the referenced RFP Section.

- Sub-Tab 3A – Warranty: RFP Section 3.03A
- Sub-Tab 3B – Technical Support: RFP Section 3.03B
- Sub-Tab 3C – Customer Service, Sales Support, Training: RFP Section 3.03C

Section Four – Tab Four

Experience and Qualifications

In each sub-tab below provide all information as required and requested in the referenced RFP Section.

- Sub-Tab 4A – Previous Project Details
- Sub-Tab 4B – Personnel Resumes and Organizational Chart
- Sub-Tab 4C - References
- Sub-Tab 4D – Subcontractors

Cost Proposal

- Offerors must complete cost proposal attached to this RFP (see Attachment 3) or prepare a cost proposal following the same format.
- Offerors must submit one copy of the cost proposals in a separate sealed envelope or package, clearly labeled “cost proposal.”
- The Offeror must state all costs associated with the contract in U.S. currency. The Offeror must identify any commodities the Offeror will import, and the price must include any applicable customs, brokerage agency fees, and duties.
- The Offeror must submit cost proposals with consideration to the STATE'S standard

- terms and conditions included in the attached sample contract.
- Offerors should describe any discounts terms for prompt payment. The STATE will not consider discounts for prompt payment when evaluating cost.

6.03 Offerors Checklist

- ☐ Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- ☐ Review the Service Contract in Attachment 2. STATE any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements by the deadline for submission of questions.
- ☐ Be sure an individual authorized to bind the Offeror to the provisions of the RFP signs the proposal.
- ☐ Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements by the deadline stated in the RFP.
- ☐ Comply with minimum requirements for experience.
- ☐ Comply with professional licensing requirements, and provide copies of certifications, if required.
- ☐ Provide the information about the qualifications of the firm and individuals that will be working on the project.
- ☐ Provide the required number of references.
- ☐ Provide all documents or materials that must be submitted with the RFP.
- ☐ Identify and label any sections of the proposal you feel contain confidential information.

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 ninety (90) DAYS from the deadline specified for submission of proposals. In the event the STATE does not award within ninety (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. The STATE will not accept amendments 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 they made a substantial mistake. The procurement officer may permit withdrawal of the proposal upon verifying that the Offeror made a substantial mistake, 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. Alternate proposals (proposals that offer something different than what the STATE requested) will be rejected.

7.08 Subcontractors

Offerors may use subcontractors to perform work under this contract. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If the STATE selects a proposal with subcontractors, the Offeror must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the STATE's request:

- [a] complete name of the subcontractor;
- [b] complete address of the subcontractor;
- [c] type of work the subcontractor will be performing;
- [d] percentage of work the subcontractor will be providing;
- [e] evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- [f] a written statement, signed by each proposed subcontractor, which 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 Offeror may substitute one subcontractor for another only at the discretion and with prior written approval of the STATE's designated procurement officer or project manager.

7.09 Joint Ventures

The STATE will not allow joint ventures.

7.10 Disclosure of Proposal Contents and Compliance with State's Open Records Laws

All proposals and other material submitted become the property of the STATE and the STATE may return them 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 to hold confidential any trade secrets and other proprietary data contained in proposals. The Offeror must clearly identify the material considered confidential, and the Offeror must include a brief statement that sets out the reasons for confidentiality as defined in NDCC § 44-04-18.4. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.nd.gov/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 the STATE receives a request for public information, 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 accordingly.

7.11 Evaluation of Proposals

The STATE will review all proposals to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation committee will evaluate responsive proposals. The STATE will base the evaluation 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. The STATE will reject proposals received from debarred or suspended vendors. 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 STATE may reject the proposal.

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, the STATE permits communications by the procurement officer or the proposal evaluation committee 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 STATE may adjust the initial evaluation 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, the STATE will issue an amendment. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. The STATE may adjust evaluations 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 the STATE requests modifications to the proposal as a result of these discussions, the Offeror must put the modifications in writing. If the STATE requests best and final offers, the STATE will evaluate the best and final offer submitted by the Offeror against the criteria stated in the RFP and any subsequent amendments to the RFP including the best and final offer request. If an Offeror does not submit a best and final offer, the STATE will consider its original proposal as its best and final offer.

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

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 Offeror. 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 (1) year prior to the date on which the STATE awarded a contract. For more information regarding state preference laws, review the following document: <http://www.nd.gov/spo/legal/guidelines/> 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 the STATE commences contract negotiations, they will be held by telephone. If the STATE holds contract negotiations, 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

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award to all Offerors that responded to this Request for Proposal. The Notice of Intent to 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 STATE advises the Awardee named in the Notice of Intent to Award not to begin work, purchase materials, or enter into subcontracts relating to the project until both the Awardee 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 procurement office must receive, in writing, the protest at least seven (7) 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 procurement office must receive the protest, in writing, within seven (7) calendar days after the date the STATE issues the Notice of Intent to Award.

SECTION EIGHT - ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form
2. Service Contract
3. Cost Proposal Format

ATTACHMENT 1 - PROPOSAL EVALUATION FORM

The STATE will review all proposals for responsiveness and then evaluate using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

The STATE has assigned each evaluation criterion a specific number of points. The questions under each evaluated area help you measure the quality of the Offeror's response. Do not assign points to individual questions: instead, award a total score for each evaluation criterion.

RATING SCALE FOR ASSESSING VENDOR RESPONSES

The STATE intends this rating scale to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. You may assign any value for a given criteria from 0 to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion. If a specific criterion would only yield a yes or no response (e.g., Offeror can submit an electronic report in required format by noon Friday), the evaluator should award either the maximum points or a zero.

For Example: "Experience and Qualifications" is an evaluation criterion receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, there can be a maximum of 20 points awarded. The rating scale would be:

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-5	Fair. Limited applicability
6-10	Good. Some applicability
11-15	Very Good. Substantial applicability
16-20	Excellent. Total applicability

COST PROPOSAL

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

Not all members of the evaluation need to evaluate the cost proposal. Selected members of the evaluation committee can evaluate the cost proposals, the group can review the scores, and then record the scores on the evaluation summary sheets.

You should not take any prompt payment discounts terms offered by the vendor into consideration when evaluating cost. However, you may need to adjust the cost proposals of nonresident Offerors by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____
Name of Proposal Evaluation (PEC) Member _____
Date of Review _____
RFP Title/Number _____

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01 Information Technology Solution

Weight **40 Percent**: Maximum Point Value for this Section

100 Points x **40 Percent** = **40 Points**

Rating Scale (40 POINT Maximum)	
Point Value	Explanation
0-7	None. Not addressed or response of no value
8-15	Fair. Limited applicability
16-23	Good. Some applicability
24-31	Very Good. Substantial applicability
32-40	Excellent. Total applicability

The STATE will evaluate proposals against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] How well does the proposed product and/or service meet the functional requirements?

EVALUATOR'S NOTES _____

[b] How well does the proposed product and/or service meet the desired features?

EVALUATOR'S NOTES _____

[c] How well does the proposed product and/or service meet the needs of the STATE in relation to technical architecture, database, server platform/OS, browser support, product/support dependencies, reliability/ availability, backup/DR, security/access control, and reports?

EVALUATOR'S NOTES _____

[d] Has the Offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrates added value?

EVALUATOR'S NOTES _____

[e] Evaluation of the software licensing options available to the STATE?

EVALUATOR'S NOTES _____

[f] Do the vendor's software strategies raise any issues or add risk to the STATE?

EVALUATOR'S NOTES _____

[g] Does the vendor's software maintenance meet the needs of the STATE?

EVALUATOR'S NOTES _____

[h] Is the proposed product and/or service compatible with the state's technology standards, and/or will it interface with existing technology if required?

EVALUATOR'S NOTES _____

[i] Evaluate the Offeror's response to the professional services requirements. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?

EVALUATOR'S NOTES _____

[j] Evaluate the Offeror's response to the project management requirements. Has the offer proposed project management services that align with the requirements and demonstrate a good understanding of the scope required for this project?

EVALUATOR'S NOTES _____

[k] Evaluate the Offeror's response to the contract schedule / deliverables. Does the offer's response demonstrate a good understanding of the deliverables and schedule, and the capacity to achieve the deliverables based on a mutually agreed upon schedule?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Product Support and Customer Service

Weight **15 Percent**: Maximum Point Value for this Section

100 Points x **15 Percent** = **15 Points**

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

The STATE will evaluate proposals against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

Product Support:

[a] Evaluation of the warranty included with the contract and other warranty options?

EVALUATOR'S NOTES _____

[b] Evaluation of the technical support services included with the contract and other technical support options?

EVALUATOR'S NOTES _____

Customer Service, Sales Support, and Training:

[c] Evaluate the Offeror's proposed account representation in support of this contract?

EVALUATOR'S NOTES _____

[d] How well has the Offeror identified its plan for handling customer inquiries and response time to inquiries?

EVALUATOR'S NOTES _____

[e] Evaluation of the proposed sales support and customer relationship services and strategies offered?

EVALUATOR'S NOTES _____

[f] How well do the ongoing training programs meet the need of the STATE?

EVALUATOR'S NOTES _____

[g] How well does the initial training and start up services meet the needs of the STATE?

EVALUATOR'S NOTES _____

[h] The contract has reporting requirements, has the Offeror demonstrated in its proposal the capability and willingness to provide those reports?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Experience and Qualifications

Weight **15 Percent**: Maximum Point Value for this Section

100 Points x **15 Percent** = **15 Points**

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

The STATE will evaluate proposals against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar in plant print projects?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR'S NOTES _____

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

EVALUATOR'S NOTES _____

Questions regarding the firm:

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

EVALUATOR'S NOTES _____

[e] If references were required, did the references provide information to verify the satisfactory performance of the vendor?

EVALUATOR'S NOTES _____

[f] Has the firm provided letters of reference from previous clients?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the Offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

7.04 Contract Cost

Weight **30 Percent**: Maximum Point Value for this Section

100 Points x **30 Percent** = **30 Points**

Applying Preference Laws

The STATE will not consider any prompt payment discounts terms proposed by the Offeror when 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, the STATE will determine whether the Offeror's state of residence has a preference law for vendors resident in that state. The STATE will increase the cost proposal of the nonresident Offeror 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://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx> 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 7.04
NOTES:

Request for Proposal Evaluation Summary

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 70 Points)	Maximum Points by Category	Score
1. Information Technology Solution	40	
2. Product Support and Customer Service	15	
3. Experience, Qualifications, and Financial Strength	15	
Cost Evaluation (Maximum 30 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.nd.gov/spo/ 2. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 30 points = Awarded Points		
8. Cost	30	
Total		

TECHNOLOGY CONTRACT

1. PARTIES

The parties to this contract (Contract) are the state of North Dakota, acting through its Office of Management and Budget, Central Duplicating (STATE), and *Name of Business a type of business (e.g. Delaware corporation or privately held company)* having its principal place of business at *principal business address* (CONTRACTOR);

2. SCOPE OF WORK

CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide *SOW description*.

<Note: It is anticipated that the negotiated scope of work will be a lengthy document and will be made a part of this agreement and attached to the final Contract as Attachment A. See Attachment A, Sample Scope of Work, as a sample to be used as a guide to negotiate the final scope of work.>

3. COMPENSATION

a. Contractual Amount

STATE shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed *<amount>* (Contractual Amount). The Contractual Amount shall be paid according the Compensation Details document attached as Attachment B.

The Contractual Amount is firm for the duration of the Contract and constitutes the entire compensation due CONTRACTOR for performance of its obligations under this Contract regardless of the difficulty, materials or equipment required, including fees, licenses, overhead, profit and all other direct and indirect costs incurred by CONTRACTOR except as provided by an amendment to this Contract.

b. Retainage

All deliverable payments shall be subject to ten (10%) retainage. Retained amounts due to CONTRACTOR shall be paid upon Final Acceptance.

c. Invoicing

The final cost set forth on each invoice shall be equivalent to the cost for each deliverable or service as specified in the Scope of Work. CONTRACTOR shall not submit an invoice for any deliverable or service specified in the Scope of Work that STATE has not fully accepted.

d. Payment

Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.

STATE shall make payment under this Contract within forty-five (45) calendar days after receipt of an approved invoice.

Payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.

For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become

due and payable to CONTRACTOR under this Contract.

e. Travel

CONTRACTOR acknowledges travel costs are covered by the Contractual Amount and shall not invoice STATE for travel costs.

f. Prepayment

STATE will not make any advance payments before performance by CONTRACTOR under this Contract.

g. Payment of Taxes by State

STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by CONTRACTOR.

h. Taxpayer ID

CONTRACTOR's federal employer ID number is: _____.

4. EQUIPMENT, MATERIALS, AND WORKSPACE – RESOURCES PROVIDED BY PARTIES

For periods during which the parties mutually agree that CONTRACTOR's assigned staff is on site:

- a. On site means 600 East Boulevard Ave, Bismarck, ND.
- b. STATE agrees to provide an adequate working space, when required.
- c. Equipment and software for on-site CONTRACTOR personnel is to be provided by CONTRACTOR.

When STATE and CONTRACTOR agree that remote access to systems is required, STATE shall provide the necessary supervised remote access security to enable CONTRACTOR access to the appropriate STATE systems.

5. TERM OF CONTRACT

This Contract begins on [Month, Day], 20[Year], and ends on [Month, Day], 20[Year].

a. No Automatic Renewal

This Contract will not automatically renew.

b. Extension Option

STATE reserves the right to extend the Contract for an additional period of time, not to exceed 12 months, beyond the current termination date of the Contract.

c. Renewal Option

STATE may renew this Contract upon satisfactory completion of the initial Contract term. 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.

d. Renegotiation Option

In view of the fact that it is unknown how long the products and services will be employed by STATE and that STATE will require ongoing maintenance and support of the products for as long as the system is operational, therefore after completion of the initial term of the Contract including any extensions and renewals, STATE and CONTRACTOR may renegotiate the Contract upon mutual agreement of the parties.

6. TERMINATION

a. Termination by Mutual Agreement

This Contract may be terminated by mutual consent of both parties executed in writing.

b. Termination without Cause

STATE may terminate this Contract in whole or in part when it has determined that continuing the Contract is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.

c. Termination for Lack of Funding or Authority

STATE, by written notice of default to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.

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

d. Termination for Cause.

STATE may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- 1) If CONTRACTOR fails to provide services required by this Contract within the time specified or any extension agreed to by STATE; or
- 2) If 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.

The rights and remedies of STATE provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

7. SUSPENSION FOR CONVENIENCE

STATE shall have the right at any time to order the services of CONTRACTOR fully or partially stopped for STATE's own convenience. STATE shall provide CONTRACTOR written notice of the reason for and duration of the suspension. The schedule shall be delayed on a day-for-day basis to the extent STATE has issued a stop work order to CONTRACTOR and such stop work order is causing delays in completing services in accordance with the schedule. CONTRACTOR shall have the right to submit claims in accordance with the terms of this Contract as a result of stop work orders issued under this section.

8. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party immediately upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

9. INJUNCTIVE RELIEF

CONTRACTOR shall immediately report to STATE any and all unauthorized disclosures or uses of

STATE's Confidential Information or Proprietary Information of which CONTRACTOR or its staff is aware or has knowledge. CONTRACTOR acknowledges that any unauthorized publication or disclosure of STATE's Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to STATE. If CONTRACTOR should publish or disclose such Confidential Information or Proprietary Information without authorization, STATE shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. CONTRACTOR shall indemnify, defend, and hold harmless STATE from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from CONTRACTOR's unauthorized notification or disclosure of STATE's Confidential Information or Proprietary Information. As a condition to these indemnity obligations, STATE will provide CONTRACTOR with prompt notice of any claim of which STATE is aware and for which indemnification shall be sought under this Contract and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim.

10. RIGHT OF SETOFF DAMAGES

Amounts due STATE by CONTRACTOR, including liquidated or other damages, or claims for damages, may be deducted or set-off by STATE from any money payable to CONTRACTOR pursuant to this Contract.

11. RIGHT TO WITHHOLD AMOUNTS OTHERWISE DUE IF THE CONTRACTOR IS IN BREACH

If CONTRACTOR fails to deliver Deliverables or to provide Services which satisfy CONTRACTOR's obligations under this Contract, STATE shall have the right to withhold any and all payments due under this Contract. STATE may withhold any and all such payments due under this Contract to CONTRACTOR without penalty or work stoppage by CONTRACTOR, until such failure to perform is cured.

12. RIGHT TO REMEDIES AND CUMULATION OF RIGHTS

No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

13. NON-WAIVER

Either party's failure to exercise any of its rights under the Contract, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of the Contract shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

14. INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by CONTRACTOR to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. CONTRACTOR also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. CONTRACTOR will comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of the Contract and conduct its activities so as not to endanger any person or property.

This obligation shall continue after the termination of this Contract.

15. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

- a. CONTRACTOR, at its own expense, shall defend and indemnify STATE against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.
- b. As to any product which is subject to a claim of infringement or misappropriation, CONTRACTOR may (a) obtain the right of continued use of the product for STATE or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, STATE will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give STATE a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.

16. REPRESENTATIVES AND WARRANTIES

CONTRACTOR represents and warrants to STATE that neither CONTRACTOR, in connection with performing the services in performance of this Contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to STATE that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless CONTRACTOR has the authority to license, use or provide those trade secrets or confidential or proprietary information to STATE. CONTRACTOR further represents and warrants to STATE that neither CONTRACTOR nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

17. INSURANCE

CONTRACTOR shall secure and keep in force during the term of this Contract and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this CONTRACT, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence
- b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence
- c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract

Note: Optional clause (d) employer's liability. This coverage is recommended for CONTRACTOR's domiciled outside the state of North Dakota. Delete (d) if contracting with a resident (North Dakota) CONTRACTOR.

OPTION: DELETE IF NOT REQUIRED

- d. Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance
- e. Professional errors and omissions, including a three (3) year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate

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

- a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
- b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- c. The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- d. The state of North Dakota and its agencies, officers, and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- e. The insurance required in this agreement, through a policy or endorsement, shall include:
 - 1) Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State
 - 2) A provision that the policy and endorsements may not be canceled or modified without thirty (30) calendar days' prior written notice to the undersigned State representative
 - 3) A provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under [N.D.C.C. § 54-12-08](#)
 - 4) A provision that CONTRACTOR's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of CONTRACTOR's insurance and shall not contribute with it
 - 5) Cross liability/severability of interest for all policies and endorsements
 - 6) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary
 - 7) 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
- f. CONTRACTOR shall furnish a certificate of insurance to the undersigned STATE representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- g. Failure to provide insurance as required in this agreement is a material breach of contract entitling STATE to terminate this agreement immediately.

18. WORKS FOR HIRE

CONTRACTOR acknowledges that all work(s) under this Contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to STATE all rights and interests CONTRACTOR may have in the work(s) it prepares under this Contract, including any right to derivative use of the work(s). All software and related materials developed by CONTRACTOR in performance of this Contract for STATE shall be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. CONTRACTOR shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.

19. WORK PRODUCT

All work product, equipment or materials created for STATE or purchased by STATE under this Contract belong to STATE and must be immediately delivered to STATE at STATE'S request upon termination of this Contract.

20. SOFTWARE LICENSE

All ownership rights to CONTRACTOR's software provided to STATE under this Contract (intellectual property owned by CONTRACTOR prior to performance of this Contract) shall remain with CONTRACTOR. If CONTRACTOR incorporates any of CONTRACTOR's Software in any work product provided to STATE, CONTRACTOR agrees to provide written notice to STATE of its incorporation in the work product and to convey to STATE a non-exclusive, perpetual, cost-free license, and patent and copyright indemnity, for STATE to use that software for its intended purpose.

21. LICENSE GRANT AND SCOPE OF USE

a. Licensing

- 1) CONTRACTOR grants to STATE a perpetual, nonexclusive license to use the software and associated documentation, plus any additional software which shall be added by mutual agreement of the parties during the term of this Contract.
- 2) The license usage model is based on *<clearly describe license model, i.e. concurrent users, total employees, etc.>*.
- 3) The license grant shall be extended to any contractors, subcontractors, outsourcing vendors, consultants and others who have a need to use the software for the benefit of STATE.
- 4) There shall be no limit on the number of machines, number of locations, or size of processors on which STATE can operate the software.

b. Software Functionality and Replacement

This software licensed by CONTRACTOR to STATE provides the following functionality:

<Describe functionality of software product licensed>

Regarding the aforementioned software functionality licensed by CONTRACTOR to STATE, CONTRACTOR agrees that:

- 1) If CONTRACTOR reduces or replaces the functionality contained in the licensed product, and provides this functionality as a separate or renamed product, then STATE shall be entitled to license such software product at no additional license or maintenance fee.
- 2) If CONTRACTOR releases an option, future product or other release that has substantially the same functionality as the software product licensed to STATE, and it ceases to provide maintenance for the older software product, then STATE shall have the option to exchange licenses for such replacement product or function at no additional charge.

c. Purchase of Additional Licenses

STATE may purchase additional software licenses during the term of this Contract at the same price offered by CONTRACTOR under the terms of this Contract.

d. Delivery of Authorized Software Only

CONTRACTOR shall not ship any software to STATE that STATE is not authorized to use.

e. Authorized Software Platform

STATE may transfer the software, at no additional cost, to any hardware platform, software

operating system or database that CONTRACTOR supports for the software.

22. TECHNOLOGY STANDARDS

CONTRACTOR shall comply with applicable STATE enterprise architecture technology standards. These standards can be found on STATE's website at <http://www.nd.gov/itd/standards/ea>.

23. PERSONNEL

- a. STATE will designate a Project Manager to serve as the primary project manager for this Contract. If, during the course of the Contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to Notice section of this Contract.
- b. Unless STATE otherwise notifies CONTRACTOR, STATE's Project Manager shall carry out STATE's administrative and management functions under this Contract, shall be responsible for acceptance of the Contract deliverables, and shall provide support and overall direction to CONTRACTOR.
- c. CONTRACTOR will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Contract including any mutually agreed upon Scope of Work.
- d. CONTRACTOR agrees and understands that STATE's execution of the Contract is predicated, in part and among other considerations, on the utilization of the specific individuals and personnel qualifications as identified; primary being *<name of appropriate personnel, if applicable,>*. Therefore, CONTRACTOR agrees that:
 - 1) Prior to assignment of personnel, CONTRACTOR shall obtain written approval from STATE for all personnel to be assigned to this project
 - 2) The personnel assigned must have the knowledge necessary to complete requirements as defined in the Contract.
 - 3) CONTRACTOR shall warrant that all personnel assigned to perform tasks in response to this Contract will remain assigned for the agreed-upon length of time.
 - 4) No replacement, reassignment or substitution of any assigned individuals and personnel qualifications shall be made without the prior written approval of STATE and that such replacement, reassignment or substitution shall be made at no additional cost to STATE.
 - 5) Any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed and that STATE's approval of a substitution is not construed as an acceptance of the substitution's performance potential. STATE agrees that an approval of a substitution will not be unreasonably withheld.
 - 6) CONTRACTOR shall assign personnel on a full-time basis. In the event that a work assignment does not justify full-time participation, CONTRACTOR shall assign personnel on a part-time basis with prior written approval of STATE's Project Manager. However, if the part-time assignments are specified in the Contract, no written approval from STATE's Project Manager is necessary except for substitution of CONTRACTOR personnel.
- e. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel that STATE determines, in its sole discretion, to be unable to perform the responsibilities of the Contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.
- f. STATE's working hours are Monday through Friday from 8:00 AM until 5:00 PM (CST or CDT) with one hour for lunch. STATE Project Manager may approve alternate work schedules.

- g. According to STATE policy, STATE personnel are only obligated to work a forty-hour workweek, Monday through Friday, and are allowed reasonable vacation, sick and educational absences.
- h. CONTRACTOR's personnel are not expected to work on State holidays or other mandatory leave days.
- i. CONTRACTOR agrees that STATE may require contracted staff and subcontractors assigned by CONTRACTOR to perform work under this Contract to submit to a criminal history record check in accordance with [N.D.C.C. § 54-59-20](#) and [§12-60-24](#). STATE shall have the right to reject any individual assigned to perform work under this Contract if, in its sole discretion, it determines that the results of the criminal history record check make the individual unacceptable.

24. PROJECT MANAGEMENT

a. Reporting

- 1) CONTRACTOR's Project Manager shall deliver to STATE's Project Manager, weekly reports of CONTRACTOR's progress on the project and meeting the objective/deliverables as stated in the Scope of Work. Each report must contain a description of the current status of the project, the tasks on which time was spent, the estimated progress to be made in the next reporting period, and the problems encountered the proposed solutions to them and their effect, if any, on the project budget/schedule.
- 2) Project Variance Reporting – CONTRACTOR must provide data to allow STATE's project manager to calculate cost and schedule variance in accordance with [N.D.C.C. § 54-59-23](#) as determined by STATE. If STATE's analysis shows a negative cost or schedule variance exceeding 20%, a subsequent report must also provide proposed corrective measures to address the issues.

b. Deliverable Acceptance

- 1) Unless otherwise noted in this Contract or agreed upon in writing by both parties, acceptance testing will be performed on-site, on STATE's platform.
- 2) Prior to acceptance testing, CONTRACTOR will furnish STATE with documentation of the deliverable item, the expected performance, and agreed upon acceptance criteria.
- 3) Upon completion of a deliverable or sub-deliverable, STATE will have five (5) working days in which to accept or reject it in writing. STATE and CONTRACTOR will accept by signature. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues for the notes to be acceptable to STATE within the following five (5) working days. If STATE rejects it a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above, escalating the issue to the Executive Steering Committee, or terminating this Contract upon written notice to CONTRACTOR.

c. Final Acceptance

- 1) The successful completion of all deliverables as stated in the Scope of Work in accordance with the deliverable acceptance process AND
- 2) The final delivered product fully implemented in STATE's live production environment AND
- 3) STATE has sixty (60) calendar days thereafter in which to accept or reject it in writing. If STATE rejects it, STATE shall specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to make the product conform to the requirements of this Contract as soon as possible and at no additional cost to STATE. CONTRACTOR shall continue to use its best efforts to make the product conform to the requirements of this Contract until STATE accepts the product or terminates this Contract upon written notice to CONTRACTOR.

d. Integrated Change Control Process

CONTRACTOR and STATE will utilize an integrated change control process to manage changes during the life of a project.

- 1) A change request must be in writing to document the potential change. The write-up for the proposed change must be submitted to CONTRACTOR and STATE's project managers who will in turn provide it to relevant parties for assessment.
- 2) All change requests will be logged and tracked. STATE's project manager will record the request in the project repository and will update the repository throughout the process.
- 3) The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the impact to cost, schedule, scope, and quality.
- 4) CONTRACTOR will continue performing the services in accordance with the original Contract unless otherwise agreed upon by STATE's project manager. Work shall not commence on any new activities related to the change request until all parties agree in writing.
- 5) CONTRACTOR's project manager and STATE's project manager will adapt project plans to incorporate approved changes.
- 6) Each change request duly authorized in writing by the parties shall be incorporated into and considered part of the Contract.
- 7) During the course of the Contract, if CONTRACTOR determines or could reasonably determine any STATE actions or directions constitute a requirement to perform additional work, CONTRACTOR shall notify STATE within thirty (30) calendar days that STATE has requested CONTRACTOR to perform additional work in the form of a change request utilizing the process above. CONTRACTOR understands that it waives the right to request additional time and reimbursable costs if CONTRACTOR fails to notify STATE within thirty (30) calendar days of determining or reasonably being able to determine that any STATE actions or directions constitute a requirement to perform additional work under the Contract.

25. PRODUCT CONFORMITY

STATE has twelve (12) months following final acceptance of the product(s) delivered by CONTRACTOR pursuant to this Contract to verify that the product(s) conform to the requirements of this Contract and perform according to CONTRACTOR system design specifications. Upon recognition of an error, deficiency, or defect, by STATE, CONTRACTOR shall be notified by STATE citing any specific deficiency (deficiency being defined as CONTRACTOR having performed incorrectly with the information provided by STATE, not CONTRACTOR having to modify a previous action due to additional and/or corrected information from STATE). CONTRACTOR, at no additional charge to STATE, shall provide a correction or provide a mutually acceptable plan for correction within thirty (30) calendar days following the receipt of STATE's notice to CONTRACTOR. If CONTRACTOR's correction is inadequate to correct the deficiency, or defect, or the error recurs, STATE may, at its option, act to correct the problem. CONTRACTOR shall be required to reimburse STATE for any such costs incurred or STATE may consider this to be cause for breach of contract.

26. MAINTENANCE

CONTRACTOR shall provide, and STATE may subscribe to, Maintenance Services, including software/hardware updates and technical support services as defined in Attachment <X>, for the product(s) delivered pursuant to this Contract commencing at the end of the warranty period. CONTRACTOR and STATE shall negotiate the terms and price of such Maintenance Services. CONTRACTOR warrants that it will continue to offer Maintenance Services for the product(s) for a minimum of three (3) years from the date of final acceptance or installation date of any

software/product update.

a. Maintenance Fee Cap

CONTRACTOR agrees that any change to the annual Maintenance Services fee may increase by not more than the Consumer Price Index (CPI). The rates shall be adjusted in accordance with the CPI for All Urban Consumers for the U.S. All Items (1982-84=100).

b. Right to Change Support Plan Level

STATE may choose to change its subscription to CONTRACTOR's Maintenance Services plan to a higher or lower level plan that is offered by CONTRACTOR at the Contract's next renewal date upon thirty (30) calendar days' notice to CONTRACTOR.

c. Right to Modify or Cancel Support

- 1) STATE may choose to cancel Maintenance Services at the Contract's next renewal date upon thirty (30) calendar days' notice to CONTRACTOR.
- 2) STATE may delete a subset of licenses that are no longer in use from Maintenance Services at the Contract's next renewal date upon thirty (30) calendar days' notice to CONTRACTOR.
- 3) STATE may resume Maintenance Services for lapsed periods by paying CONTRACTOR an amount no greater than the amount that would have been due if maintenance services had been continued over the lapsed period. Upon payment of such amounts for lapsed periods, CONTRACTOR agrees to provide STATE with the right to any upgrades released during that period.

27. SOFTWARE SUPPORT – SERVICE LEVEL REQUIREMENT

CONTRACTOR will respond to STATE requests for software support services regarding the licensed software in accordance with the procedures identified below. In each case, STATE may describe and submit the problem by telephone, facsimile or electronic mail.

Incident Severity	Response Time	Resolution Time	Escalation Procedure
High Impact – software unusable	1 hour	Final Resolution within: 4 hours	<Describe escalation procedure>
Medium Impact – software useable with severely restricted functionality or performance	4 hours	Final Resolution within: 8 hours (1 business day)	<Describe escalation procedure>
Low Impact – software useable with minor impact on functionality or performance	8 hours	Final Resolution within: 40 hours (1 business week)	<Describe escalation procedure>

CONTRACTOR'S failure to meet the above defined Response Times or Resolution Times in any given month during the term and any renewal term shall be deemed a service level default ("Service Level Default") and STATE may obtain the non-exclusive remedies set forth below.

Response and Resolution Service Levels (calculated monthly on a per incident basis)	Service Level Credit (Prorated Fees – Monthly)
Meets Response or Resolution Time	0%

1st Failure to meet Response or Resolution Time	Warning, 0%
2nd Failure to meet Response or Resolution Time	10%
3rd Failure to meet Response or Resolution Time	20%

In the event STATE is eligible for a 20% Service Level Credit under this section for any two (2) consecutive months of the term, STATE may terminate this Contract without penalty upon written notice to CONTRACTOR.

Credits shall be applied against the next invoice. In the event a Service Level Default occurs after a party has given notice of termination, or STATE has made final payment to CONTRACTOR for the software support services and no further invoices shall issue as a result, CONTRACTOR shall refund to STATE the amount of the appropriate Service Level Credit due for the period of default.

28. SOFTWARE AUDIT

CONTRACTOR may, upon sixty (60) calendar days' notice to STATE, but not more frequently than once per year, either request a signed certification by an officer of STATE verifying that the software is being used in accordance with the terms of this Contract or audit STATE's use of the software to ensure compliance with the terms and conditions of this Contract. Any such audit shall be conducted at CONTRACTOR's expense during regular business hours at STATE's offices and shall not unreasonably interfere with STATE's business activities. CONTRACTOR shall provide documentation to STATE defining the scope of the audit not less than thirty (30) calendar days prior to the audit. STATE shall have sixty (60) calendar days to review CONTRACTOR's audit findings. If an audit reveals that STATE's use of the Software exceeds the use permitted hereunder, then CONTRACTOR may invoice STATE for the applicable additional amounts based on the price agreement between the parties as of the date of completion of the audit.

29. NOTICE

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

STATE	CONTRACTOR
State of ND, Central Duplicating	Name
Ken Hamel, State Printing Manager	Title
600 East Boulevard Ave, Dept. 118	Address
Bismarck, ND 58505	City, State, Zip

Notice provided under this provision does not meet the notice requirements for monetary claims against STATE found at [N.D.C.C. § 32-12.2-04](#).

30. CONFIDENTIALITY

CONTRACTOR shall not to use or disclose any information it receives from STATE under this Contract that 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 STATE. STATE shall not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, [N.D.C.C. ch. 44-04](#). The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract.

31. COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, except for disclosures prohibited in this Contract, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be

open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

32. INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this Contract and is not a STATE employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this Contract, except to the extent specified in this Contract.

33. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without STATE's express written consent. However, CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this Contract and incorporates this Contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR does not have the authority to Contract for or incur obligations on behalf of STATE.

34. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify STATE of all potential claims that arise or result from this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

35. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a. The terms of this Contract as may be amended;
- b. STATE's Solicitation Amendment #1 to Request for Proposal ("RFP") number _____ dated _____;
- c. STATE's Request for Proposal ("RFP") number _____, dated _____;
- d. CONTRACTOR's proposal dated _____ in response to RFP number _____.
- e. All automated end user agreements (e.g., click-throughs) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms and conditions contained in that agreement.

36. SEVERABILITY

If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term.

37. APPLICABLE LAW AND VENUE

This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be brought and solely litigated in the District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

38. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

STATE does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. STATE does not waive any right to a jury trial.

39. ATTORNEY FEES AND COSTS

In the event a lawsuit is instituted by STATE to obtain performance under this Contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by [N.D.C.C. §28-26-04](#), pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

40. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

41. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors. CONTRACTOR shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor's designee shall provide reasonable notice.

42. RIGHT TO INSPECT PLACE OF BUSINESS

At reasonable times, STATE may inspect those areas of CONTRACTOR'S place of business that relate to the performance of this Contract. If STATE makes an inspection, CONTRACTOR must provide reasonable assistance.

43. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by all parties.

CONTRACTOR	STATE OF NORTH DAKOTA
<insert business>	<i>Acting through its Office of Management and Budget</i>
BY: <Signature>	BY: <Signature>
<Printed Name>	<Printed Name>
<Title>	<Title>
Date:	Date:

ATTACHMENT A – Scope of Work

Detail all of the project deliverables and include a deliverable-based payment schedule. Sample project deliverables and payment schedule are provided below. Modify deliverables and payment schedule to align with your project.

1. ACCEPTANCE PROCESS:

Upon completion of a deliverable or sub-deliverable, the parties shall follow the acceptance process in accordance with the Contract.

2. DELIVERABLE 1: PROJECT KICKOFF MEETING

a. Description:

CONTRACTOR shall coordinate with STATE to schedule an Initial Kickoff Meeting in Bismarck, ND, with the core planning team. CONTRACTOR Project Manager shall lead the meeting. The Initial Kickoff Meeting must facilitate the introduction of CONTRACTOR and STATE Core Project Team members and level-set understanding and awareness of project objectives, scope, governance, schedule and project risks and issues.

- 1) CONTRACTOR shall provide content to STATE for a detailed agenda in advance of the meeting, STATE shall finalize and send the agenda to invitees.
- 2) CONTRACTOR and STATE Project Managers shall introduce Project Sponsors, Project Steering Committee, Agency Management Committee, core STATE and CONTRACTOR team members.
- 3) CONTRACTOR and STATE shall facilitate the meeting, discuss and further define the following:
 - i. Effective project communication
 - ii. Project vision, background, purpose and objectives
 - iii. Project governance structure, project roles and responsibilities
 - iv. Preliminary project plan including scope and schedule
 - v. Initial risk assessment

b. Expectations of STATE:

- 1) STATE shall coordinate the logistics and co-facilitate the Kickoff Meeting.
- 2) STATE Project Sponsor and Project Team members shall participate in Kickoff Meeting.

c. Completion Date:

CONTRACTOR will begin working with STATE to schedule the Kickoff Meeting within five (5) working days after the signing of the Contract. The Kickoff Meeting deliverable will be due on **<MM/DD/20YY>**.

d. Acceptance Criteria:

For the acceptance of this deliverable to occur, the Project Kickoff Meeting results in:

- 1) Facilitation of Kickoff Meeting utilizing a clearly defined agenda
- 2) An introduction of critical CONTRACTOR and STATE resources assigned to the project

- 3) Review of Project Charter to include project governance and structure, roles and responsibilities, project purpose, objectives and scope
- 4) Review of communications approach and structure
- 5) Review and discussion of project risks and issues
- 6) Delivery of electronic feedback of meeting from CONTRACTOR

3. DELIVERABLE 2: PROJECT PLAN

a. Description:

CONTRACTOR will participate, contribute, and collaborate with STATE, led by STATE's project manager, to develop a baseline Project Plan that provides, at a minimum, the following;

- 1) Management plans to control scope, schedule, cost and quality
- 2) An integrated change control process
- 3) A human resource management plan
- 4) A communication management plan
- 5) A risk management plan
- 6) An issue management plan
- 7) A procurement management plan
- 8) A detailed project schedule

b. Expectations of STATE:

- 1) STATE'S Project Manager will be responsible for the final product.
- 2) The Project plan will follow STATE template.

c. Completion Date:

CONTRACTOR will begin working with STATE to create the project plan within five (5) working days after the signing of the Contract. The Final Project Plan deliverable will be due on **<MM/DD/20YY>**.

d. Acceptance Criteria:

For the acceptance of this deliverable to occur, CONTRACTOR will provide content to the STATE for the following sections of the Project Plan regarding all services, tasks, and products delivered by CONTRACTOR:

- 1) A mutually agreed upon detailed baseline scope and schedule for the project
- 2) Management plans to control scope, schedule, cost and quality, including the variance
- 3) The governance structure for the project
- 4) Quality assurance and quality control plans
- 5) An integrated change control process
- 6) A human resource management plan
- 7) A communication management plan

- 8) A risk management plan
- 9) An issue management plan
- 10) A procurement management plan
- 11) An implementation and transition plan
- 12) A system performance plan
- 13) A security performance plan

4. DELIVERABLE 3: TEMPLATE

a. Description:

b. Expectations of STATE:

1)

c. Completion Date:

1)

d. Acceptance Criteria:

For the acceptance of this deliverable to occur, the following criteria must be met:

1)

Attachment B – Compensation Details

1. PROJECT DELIVERABLE PAYMENT SCHEDULE:

The following table defines all payment points. After completion of the project plan, this table will be amended with all dates filled in.

#	Deliverable	Start	Finish	Deliverable Value	To be Retained (10%)	Invoice
1	Project Kickoff Meeting	<date>	<date>	\$1000	\$100	\$900
2	Project Plan	<date>	<date>	\$<amount>	\$<amount>	\$<amount>
3				\$<amount>	\$<amount>	\$<amount>
4				\$<amount>	\$<amount>	\$<amount>
<X>	Final Production Acceptance			\$<Total Retained>	\$0	\$<Total Retained>
Project Deliverable Total						\$<amount>

2. PROFESSIONAL SERVICES

Category	Value
Project Management	\$<amount>
	\$<amount>
Professional Services Total	\$<amount>

3. PROJECT TOTAL

The total budget for the project portion of this contract is \$<amount>

4. ONGOING SOFTWARE LICENSE, MAINTENANCE SERVICES OR BOTH

Time Period	Dollar Amount
Year Two, January 15, 2015, through January 14, 2016	\$<amount>
Year Three, January 15, 2016, through January 14, 2017	\$<amount>

ATTACHMENT 3 - COST PROPOSAL FORMAT

Complete the following chart for your cost proposal. Additional rows can be added if needed. The contractor should include in its price proposal: itemized transportation, lodging, and per diem costs. List any applicable Prompt Payment Discount Terms. If no cost is associated, indicate such with a 0 in the Cost column.

FUNCTIONAL REQUIREMENT COSTS

Costs listed below must be inclusive of all costs necessary to implement all of the functional requirements as identified in Section 3.02 A. Functional Requirements.

Product or Service Description	Cost	Quantity (Unit of Measure)	Term (Time Measure)	Minimum Quantity
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One-Time Costs:

Proposed Product(s) (add additional rows if necessary)				
Software Licenses (list available licensing options, i.e. per user, per server, enterprise, etc.)				
Work plan/schedule for implementation and training				
Implementation Services				
Manuals and documentation (system administration and users)				
Training for system administration				
Training for users				
Other One-Time Costs (specify – add additional rows if necessary)				

On-Going Costs:

Software Maintenance and Support – Year 1 (add additional rows if necessary for multiple maintenance/support options)				
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Software Maintenance and Support – Year 2 (add additional rows if necessary for multiple maintenance/support options)				
Software Maintenance and Support – Year 3 (add additional rows if necessary for multiple maintenance/support options)				
Software Maintenance and Support – Year 4 (add additional rows if necessary for multiple maintenance/support options)				
Other Ongoing Costs (specify - add additional rows if necessary)				

TOTAL COST (Total from one-time and ongoing cost)	\$			
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COSTS ASSOCIATED WITH VALUE ADDED FEATURES

Costs listed below must be inclusive of all costs necessary to implement any value added features.

Value Added Features Proposed

Provide details for any value added features including a breakdown for license cost, implementation, training, maintenance, etc. Costs associated with value added features will not be used for evaluation purposes; however, State reserves the right to negotiate and incorporate desired features into contract.

Cost	Quantity (Unit of Measure)	Term (Time Measure)	Minimum Quantity
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