

STATE OF NORTH DAKOTA

***NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS DIVISION
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700***

Request For Proposal (RFP)

RFP Title: ***DISADVANTAGED BUSINESS ENTERPRISE (DBE) EDUCATION PLAN CONTRACTOR***

RFP Number: ***918-35/79-12-052***

Date of Issue: ***December 18, 2012***

Purpose of RFP: The North Dakota Department of Transportation seeks the supportive services of a qualified contractor to research, analyze, and define the scope and content of a long-range education plan geared to increase Disadvantaged Business Enterprise (DBE) competitive abilities, expand expertise, broaden business acumen and strengthen financial stability.

Offerors are not required to return this form.

Procurement Officer: *Denise Spanjer, Civil Rights Division*

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

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

SECTION TWO

Background Information

- 2.01 Background Information
- 2.02 Budget

SECTION THREE

Scope and Schedule

- 3.01 Scope of Work
- 3.02 Deliverables
- 3.03 Location of Work
- 3.04 Prior Experience
- 3.05 Required Licenses
- 3.06 Federal Requirements
- 3.07 Contract Schedule

SECTION FOUR

General Contract Information

- 4.01 Contract Term, Extension and Renewal Options
- 4.02 Contract Type
- 4.03 Standard Contract Provisions
- 4.04 Proposal as a Part of the Contract
- 4.05 Additional Terms and Conditions
- 4.06 Supplemental Terms and Conditions
- 4.07 Contract Approval
- 4.08 Contract Changes – Unanticipated Amendments
- 4.09 Indemnification and Insurance Requirements
- 4.10 Taxes and Taxpayer Tax Identification
- 4.11 Proposed Payment Procedures
- 4.12 Contract Funding
- 4.13 Payment Terms
- 4.14 Contract Personnel
- 4.15 Right to Inspect Place of Business
- 4.16 Inspection & Modification - Reimbursement for Unacceptable Deliverables
- 4.17 Termination for Default
- 4.18 Open Records Laws - Confidentiality
- 4.19 Work Product, Equipment, and Material
- 4.20 Independent Entity

- 4.21 Assignment
- 4.22 Disputes - Applicable Law and Venue
- 4.23 Bid Bond, Performance Bond
- 4.24 End of Contract Audit

SECTION FIVE

Evaluation Criteria and Contractor Selection

- 5.01 Understanding of the Project
- 5.02 Methodology Used for the Project
- 5.03 Management Plan for the Project
- 5.04 Experience and Qualifications
- 5.05 Contract Cost
- 5.06 Oral Interview
- 5.07 Site Inspections of Offeror's Facility

SECTION SIX

Proposal Format and Content

- 6.01 Proposal Format and Content
- 6.02 Introduction
- 6.03 Understanding of the Project
- 6.04 Methodology Used for the Project
- 6.05 Management Plan for the Project
- 6.06 Experience and Qualifications
- 6.07 Cost Proposal
- 6.08 Required Enclosures

SECTION SEVEN

Standard Proposal Information

- 7.01 Authorized Signature
- 7.02 State Not Responsible for Preparation Costs
- 7.03 Conflict of Interest
- 7.04 Offeror's Certification
- 7.05 Offer Held Firm
- 7.06 Amendments to Proposals and Withdrawal of Proposals
- 7.07 Alternate Proposals
- 7.08 Subcontractors
- 7.09 Joint Ventures
- 7.10 Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws
- 7.11 Evaluation of Proposal
- 7.12 Right of Rejection
- 7.13 Clarification of Offers
- 7.14 Discussion and Best and Final Offers
- 7.15 Preference Laws
- 7.16 Contract Negotiation
- 7.17 Failure to Negotiate
- 7.18 Notice of Intent to Award – Offeror Notification of Selection
- 7.19 Protest and Appeal

SECTION EIGHT

Attachments

8.01 Attachments

1. Proposal Evaluation Form
2. Contract Form
3. Risk Management Appendix & Civil Rights Appendix
4. Cost Proposal Format
5. Offeror Checklist
6. Notice of Intent to Award
7. Interview Questions

SECTION ONE

INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The North Dakota Department of Transportation, hereinafter known as NDDOT, is soliciting proposals for the supportive services of a qualified contractor to research, analyze, and define the scope and content of an education plan geared to increase Disadvantaged Business Enterprise hereafter DBE competitive abilities, expand expertise, broaden business acumen and strengthen financial stability.

The work product of this contract will lay the groundwork for an extensive NDDOT education plan through the definition of critical topics, knowledge and skills DBEs need to build and potentially expand their firms.

The successful contractor will assess the training needs of highway-related DBEs whose home state is North Dakota.

1.02

Contact Person, Telephone, Fax, E-mail

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

PROCUREMENT OFFICER: ***DENISE G. SPANJER***

PHONE: ***701-328-3116***

FAX: ***701-328-0343***

TTY Users call: 7-1-1

E-MAIL: ***dgspanjer@nd.gov***

1.03

RFP Schedule

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

The approximate RFP schedule is as follows:

- RFP Issued: ***December 18, 2012***
- Deadline for receipt of questions and objections related to the RFP: ***12:00 NOON, December 27, 2012***
- Responses to questions / RFP amendments (if required) ***December 28, 2012***
- Proposals due by: ***January 15, 2013***
- Proposal Evaluation Committee evaluation completed by approximately: ***January 22, 2013***
- Individually scheduled finalist interviews: ***January 29 and January 30, 2013***
- State issues Notice of Intent to Award a Contract approximately: ***January 31, 2013***

- Protest period: **February 1-7, 2013**
- State issues contract approximately: **February 7, 2013**
- Contract start: **February 8, 2013**
- Contract audit: **At a time negotiated by the successful contractor and NDDOT**

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **FIVE (5) COPIES** of its proposal in a sealed envelope or package.

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

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

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS DIVISION**

Request for Proposal (RFP): **DBE EDUCATION PLAN CONTRACTOR**

RFP Number: **918-35-12-052**

608 EAST BOULEVARD AVENUE

BISMARCK, NORTH DAKOTA 58505-0700

Proposals must be received by the purchasing agency at the location specified no later than **12:00 P.M., CENTRAL** Time on **January 15, 2013**. Proposals will not be publicly read at the opening.

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

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

1.05

Assistance to Offerors with a Disability

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

1.06

Deadline for Receipt of Questions and Objections

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

RFP Schedule of Events to allow issuance of any necessary amendments. If no deadline is specified, questions or objections must be received at least 7 days prior to solicitation closing.

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

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

1.07

Approved Vendor Registration Requirements

VENDORS MUST BE APPROVED BY TIME SET FOR PROPOSAL OPENING

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

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code *91835 and 91879*.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.nd.gov/spo/vendor/registry/> . Contact the North Dakota Vendor Registry at 701-328-2683 or infospo@nd.gov for assistance.

1.08

Pre-proposal Conference

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

Offerors with a disability needing accommodation should contact the procurement officer.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors who were notified of the RFP and to those that have requested a copy of the RFP from the procurement officer. Amendments will also be posted to the State Procurement Website at www.nd.gov/spo.

1.10

News Releases

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

**1.11
Notice Provided**

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09. The Request for Proposal and any amendments to the RFP will be posted on the following website:
<https://secure.apps.state.nd.us/csd/spo/services/bidder/main.htm> and
<http://www.dot.nd.gov/divisions/civilrights/educationplan.htm>

**1.12
Letter of Interest**

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

**SECTION TWO
BACKGROUND INFORMATION**

**2.01
Background Information**

Background information concerning this project is as follows:

The Civil Rights division is responsible for developing, implementing, and monitoring the DBE program, which is based on federal legislation, 49 CFR Part 26 and 23. This legislation ensures nondiscrimination in the award and administration of federally-assisted transportation contracts.

Electronic Code of Federal Regulations Part 26 governs the DBE program.

**2.02
Budget**

The contract is not to exceed \$68,158. An estimated budget projection follows.

Estimated Budget to accomplish Contract	Estimate
Goal 1 - DBE Business Assessment	22,158
Each DBE consultation and needs assessment, Followup, recording, formulating recommendation and reporting	
Goal 2 - Research of Available Training in Region	6,500
Contacting various training sources in 8 states; Meeting arrangements to gather resource partners to discuss training currently being offered. Time required to make Virtual classroom arrangements, send invitations, followup, create agenda, etc. Compilation of resources and report to NDDOT	
Goal 3 - Compilation and Recommendation	6,500
Create matrix from research, needs assessment, business practices review. Revisit each DBE.	
Travel Expense	33,000
Mileage, Per Diem, Lodging (based on State of North Dakota travel reimbursement rates)	
Total Estimated Budget	68,158

SECTION THREE

SCOPE OF WORK

**3.01
Scope of Work**

Overview

The North Dakota Department of Transportation, hereinafter known as NDDOT, is soliciting proposals for the supportive services of a qualified contractor to research, analyze, and define the scope and content of an education plan geared to increase DBE competitive abilities, expand expertise, broaden business acumen and strengthen financial stability.

The successful contractor will assess the training needs of highway-related DBEs whose home state is North Dakota.

The work product of this contract will lay the groundwork for an extensive NDDOT education plan through the definition of critical topics, knowledge and skills DBEs need to build and potentially expand their firms.

Definitions

DBE – Disadvantaged Business Enterprise

CFR – Code of Federal Regulations – CFR governing DBE Program is 49 CFR Subpart 26

A better understanding of the DBE Program can be gained by navigating to the Electronic Code of Federal Regulations (<http://www.ecfr.gov>) and selecting [49 CFR Subpart 26](#) from the drop down lists.

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=186ae3d8c619eca58c48db4a982a9028&rgn=div6&view=text&node=49:1.0.1.1.20.4&idno=49>

State-Furnished Property/Services

The NDDOT will work with the awarded contractor through all phases of the contract. Offerors should describe in their proposals the level of NDDOT participation they expect will be required.

Contractor-Furnished Property

The awarded contractor will provide all equipment and materials necessary to accomplish the deliverables. Offerors should describe in their proposals what they will furnish to accomplish the deliverables.

Description of Specific, Results-Oriented Tasks

The primary effort will be spent in conducting an appraisal of specific training areas that strategically have the greatest potential to enhance all DBEs performance and their abilities to manage projects, estimate and bid successfully, market their services, manage costs, acquire liability insurance and bonding, build effective business plans, and successfully graduate from the DBE Program.

The successful contractor will assess the needs of North Dakota's highly diverse DBE community and to develop a plan to specifically address their training requirements.

The contractor will meet face-to-face two times with DBEs in their home offices and/or worksites.

The purpose of the first visit will be to observe and review DBEs business practices, including recordkeeping, communication and marketing strategies, estimating costs and time for accurate quotes, and other essential business methods.

In the event a DBE does not wish to open their business practices to the consultant, the NDDOT Civil Rights Division DBE Program Administrator will conduct the business review or waive their participation.

The consultant will identify and compile needs, concerns, and barriers that may be resolved by training and support. In addition, the consultant will conduct a needs assessment to determine areas in which each DBE desires assistance and/or training.

Training is a key factor in breaking through obstacles to business growth and prosperity; yet, success may be greatly enhanced by understanding existing opportunities, potential partnerships and operational training programs.

Following the one-on-one sessions, the consultant will research the types of beneficial training currently available in the region's public, private, and tribal sectors. And, finally the consultant or NDDOT Program Administrator will revisit DBEs to share assessment results and determine the DBEs training preferences.

The NDDOT will take into consideration those preferences indicated by DBEs when building a business training curriculum in a subsequent plan – called Phase II.

The first service is the business review and training assessment. The predominance of expenditures will be in this service because North Dakota is sparsely populated and many miles separate most of the state's DBEs. About a third of DBEs are located in three larger communities which will save some time and travel. However, most DBEs are located in the smallest communities and are spread out all over the state. DBEs are located in 22 of North Dakota's 53 counties.

The second service is the research of presently available training opportunities that match DBE needs including suitable trainers available to deliver the training, the dates and locations each training is

available, the method(s) best used in providing the particular training, and the most advantageous topic order.

The third service is sharing a plan document which identifies the training needed, number of DBEs indicating the need for each training topic, suitable trainers available to deliver the training, the dates and locations each training is available, the method(s) best used in providing the particular training, and the topic order in which training should be scheduled to best serve DBE business needs.

Quality Assurance

Offerors shall describe the quality control/quality assurance (QC/QA) program that is to be used for this project. This QC/QA program shall identify the team members and the parts of the contract for which they are to be responsible.

The NDDOT and awarded contractor will meet on pre-established dates during the contract to review project progress and to monitor the performance of the contractor. If progress and performance are deemed unsatisfactory during a review, corrective measures with completion dates will be established. Continuing unsatisfactory performance may be grounds for contract termination.

All records are subject to a project audit by the Department as covered by Office of Management and Budget (OMB) Circular Reference A133. All records are subject to random review at any time by the Department.

Confidentiality in Contract Performance

The awarded contractor will have access to confidential business information of DBE firms. Therefore, confidentiality of the content gathered must be strictly held.

The awarded contractor and any subcontractors shall agree not to publicly or privately announce or disclose any information related to this contract to any source outside of the NDDOT without the written consent of the NDDOT.

Applicable Laws, Rules, Directives and Technical Exhibits

The contractor will be responsible to know the contents of:

- The DBE special provisions (race-conscious and race-neutral) require bidders and quoters to comply with required documentation, regardless of whether they are the successful bidder or quoter.
DBE Race-Conscious Special Provision (dated July 1, 2012)
<https://www.dot.nd.gov/divisions/civilrights/docs/dbe/racecons20120701.pdf>
DBE Race-Neutral Special Provision (dated November 9, 2012)
<https://www.dot.nd.gov/divisions/civilrights/docs/dbe/raceneutral20120911.pdf>
- The DBE directory is a list of currently certified DBE firms.
<http://www.dot.nd.gov/dotnet2/dbedirectory/default.aspx>
- DBE Program Administration Manual:
<http://www.dot.nd.gov/divisions/civilrights/docs/dbe/dbe-program-admin-manual.pdf>
- Open Records Law: North Dakota Open Records Law, CHAPTER 44-04, DUTIES, RECORDS, AND MEETINGS, section 44-04-18: <http://www.legis.nd.gov/cencode/t44c04.pdf>
- Code of Federal Regulations which governs the DBE Program is 49 CFR Subpart 26
The Code of Federal Regulations governing the DBE Program is provided at (<http://www.ecfr.gov>). Keywords that may assist in a search: Disadvantaged Business Enterprise, Transportation, Minority, women, DBE

3.02 Deliverables

The contractor will be required to provide the following deliverables;

- a. Establish the evaluation and assessment process
- b. Create the instrument on which to base the education plan needs assessment
- c. Collaborate with the NDDOT Civil Rights Division for feedback and recommendations on the material to be covered
- d. Create and distribute introduction materials through official NDDOT Civil Rights Division channels to validate the process with the DBE community
- e. Provide each DBE with the assessment instrument prior to the scheduled consultation
- f. Contact each DBE (45 as of December 17, 2012) to schedule on-site visits.
- g. Review DBE business practices in marketing, recordkeeping, estimating, risk management, and other important business elements
- h. Conduct assessment of DBE training needs
- i. Report outcome of DBE training and business assessment to NDDOT
- j. Invite Civil Rights Program Administrators and DBE Supportive Services consultants in South Dakota, Minnesota, Iowa, Nebraska, Wyoming, Montana, Colorado and Idaho to describe and discuss existing training programs which they currently make available to their states' DBEs and to share Best Practices in business development assistance.
- k. Contact ND vendors, ND Career and Technical Education Department, state and tribal colleges, US Small Business Administration, Tribal entities, Associated General Contractors (AGC) and other potential state and federal partners involved with business training to catalog beneficial topics and programs which are currently available.
- l. Consult established DBEs and non-DBEs to identify areas where their knowledge may be drawn upon as a source of training and expertise in developing relationships with suppliers, quote templates, technology-upgrades, and the like.
- m. Identify the best means of delivering training by topic, e.g., which topics are better delivered in a physical rather than virtual class setting, one-on-one, recorded and live lectures, etc.
- n. Gather and catalog training programs, trainer names and their areas of expertise. Both DBE and non-DBE trainers will be considered.
- o. Compile a comprehensive matrix which identifies:
 - Needs assessment results
 - Individuals/institutions which may provide the training
 - Where training is located
 - Which DBEs desired the training
 - Any customization that may be necessary due to differences in DBEs crafts and services
 - Recommendation on the topic order in which training should be scheduled to best serve DBE business needs
- p. Schedule and follow-up with DBEs to review the findings of the assessment
- q. Record DBEs training preferences and comments on the training assessment results
- r. Final FY12 DBE/SS program report to NDDOT

3.03 Location of Work

The program will serve all DBE firms whose home-state is North Dakota. No specific on-site performance/office location is required to perform this contract.

The work is to be performed, completed, and managed at the following locations:

The State **WILL NOT** provide workspace for the contractor.

The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for **one** person(s) to make **two** trip(s) to **each of 46 DBEs and at least two trips travel to the Department to meet with Civil Rights Division (if located out of Bismarck Mandan area)**. Travel to other locations will not be required.

Travel expenses shall not exceed budgeted amounts set by NDDOT. (See 2.02 Budget)

**3.04
Prior Experience**

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are:

The offerors shall be knowledgeable in and have a minimum of four years direct experience with road construction/ transportation industry business, project management, financial management, bookkeeping, profit and loss statements, bidding or quoting, and knowledge of the Disadvantaged Business Enterprise program.

The offeror shall provide examples of contracts and work experience they have completed that directly apply to the results of this contract.

**3.05
Required Licenses**

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive. A valid Driver's License is required.

**3.06
Federal Requirements**

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

**3.07
Contract Schedule**

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

The approximate contract schedule is as follows:

Timeline: Specific Key Task Descriptions (below)	February	March	April	May	June	July
DBE Business Assessment	XXXXXXXXXX	XXXXX				
Research of Available Training		XXXXXXXXXX	XXXXXX			
Compilation, Recommendations & Revisit DBEs			XXXXXXXXXXXXXX	XXXXXXXXXXXXXX		
Final Report						

Contractor will report to NDDOT Civil Rights Office.

- Performance review dates:
 - Bi-monthly report meetings will be scheduled by NDDOT (dates to be determined) to review progress, benchmark Education Plan objectives, and measure effectiveness.
 - Monthly, the consultant will provide written data, programmatic and financial progress reports covering achievements along with the voucher for payment.
 - Preliminary assessment instrument and business review document must be submitted to NDDOT for feedback and approval prior to scheduling DBE visits
 - List of regional resource partners that will be contacted to research available training opportunities must be submitted to NDDOT for feedback and approval prior to scheduling contacts.
 - Education Plan matrix must be submitted to NDDOT for feedback and approval prior to scheduling DBE re-visits
 - Final Education Plan Report is due May 15, 2013
-
- Contract start: **February 8, 2013**
 - First contractor work period: **February 8-March 8, 2013**
 - Contractor submits **Monthly Project Report and Invoice by the 15th of each month of the contract starting March 15, 2013**
 - Review of Final Education Plan Report by State: **May 15, 2013**
 - State provides contractor with comments for revision as needed: **May 21, 2013**
 - Contractor submits deliverables to the State: **May 24, 2013**
 - Contract audit: **At a time negotiated by the successful contractor and NDDOT.**

SECTION FOUR

GENERAL CONTRACT INFORMATION

4.01

Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date beginning at the date of the last contract signature and ending upon completion of accepted deliverables.

Extension Option

The State reserves the right to extend the contract period for an additional period of time, as necessary, the normal expiration date of the contract, upon mutual written agreement by both parties **with no additional money to be added to the contract.**

Renewal Option

This is a short-term contract with specific deliverables have no renewal option.

4.02

Contract Type

Firm Fixed Price:

This contract is a **FIRM FIXED PRICE** contract. The State will pay the majority of contract remuneration in four (4) payments. Three (3) incremental payments will be made after contract performance reviews have been completed and approved by the project manager. The final project payment will not be made until the entire contract, including transfer of deliverables, is completed and approved by the project manager.

4.03

Standard Contract Provisions

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

Offerors are instructed to contact the procurement officer in writing by **12:00 NOON, December 27, 2012** (the deadline set for questions) with any concerns regarding the contract provisions.

4.04

Proposal as a Part of the Contract

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

4.05

Additional Terms and Conditions

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

4.06

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.07

Contract Approval

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

4.08

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project manager designated by the State will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

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

4.09

Indemnification and Insurance Requirements

Offerors must review the attached Risk Management Appendix for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the purchasing agency, in consultation with the North Dakota Risk Management Division. An offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10

Taxes and Taxpayer Identification

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

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

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-1246 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

Proposed Payment Procedures

Contractor will be eligible for progress payments based on acceptance and approval of each scheduled contract deliverable.

The State will pay the majority of contract remuneration in four (4) payments. Three (3) incremental payments will be made after contract performance reviews have been completed and approved by the project manager. Offerors shall submit an example of a report that could be presented to the project manager documenting contract performance.

Upon presentation of receipts, travel expenses will be reimbursed monthly based on the rates established by contract. For a full description of North Dakota in-state and out-of-state travel policies navigate to: <http://www.nd.gov/fiscal/accounting/rates/>

The final project payment will not be made until the entire contract, including transfer of deliverables, is completed and approved by the project manager.

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

4.12 Contract Funding

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

4.13 Payment Terms

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

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

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

4.14 Contract Personnel

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

The project manager assigned to this contract is:

NAME: **DENISE G. SPANJER**
PHONE: **701-328-3116**
FAX: **701-328-0343**
TTY Users call: 7-1-1
E-MAIL: **dgspanjer@nd.gov**

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 are related 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 being performed in compliance with the contract. Should the project manager determine that corrections or modifications are necessary in order to accomplish its intent; the project manager may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

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

4.17

Termination for Default

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

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

4.18

Open Records Laws - Confidentiality

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

4.19

Work Product, Equipment, and Material

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

4.20

Independent Entity

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

4.21

Assignment

Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.22

Disputes - Applicable Law and Venue

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

4.23

Bid Bond, Performance Bond

The bid bond is waived in this instance; however, bidder(s) failing to enter into a contract with this agency, upon notification of award, may be subject to removal from the State's bidders list.

The performance bond is waived in this instance; however, bidder(s) failing to enter into a contract with this agency, upon notification of award, may be subject to removal from the State's bidders list.

4.24

End of Contract Audit

When the contract is completed, an end of contract audit will be performed. When performed, the scope of the audit will be limited to the work performed by the contractor. The audit time and location may be negotiated between the purchasing agency and contractor.

SECTION FIVE

EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED

TO SCORE THIS CONTRACT IS 100

5.01

Understanding of the Project

10 Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the deliverables the State expects it to provide?
- [d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?
- [e] Is the proposal submitted responsive to all material requirements in the RFP?

5.02

Methodology Used for the Project

10 Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the proposal?
- [c] Does the methodology interface with the time schedule in the proposal?
- [d] Does the methodology have provisions for quality assurance?

5.03

Management Plan for the Project

Ten Percent (10%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] How well is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that offeror can meet the schedule set out in the RFP?
- [g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the proposal practical, feasible, and within budget?

5.04

Experience and Qualifications

Twenty-five Percent (25%) of the total possible points will be assigned to this criterion.

If the RFP required a minimum amount of experience or qualifications, no points will be awarded for meeting the minimum. Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

Questions regarding the personnel.

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm.

- [d] Has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided letters of reference from previous clients?
- [g] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

5.05

Contract Cost

Twenty Percent (20%) of the total possible evaluation points will be assigned to cost.

Any prompt payment discounts terms proposed by the offeror will not be considered in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01).

The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the

Proposal Evaluation form attached to this RFP.

5.06

Oral Interview

Twenty-five Percent (25%) of the total possible points will be assigned to this criterion.

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receives more than 40 points in the Technical Evaluation and are determined to be reasonably susceptible for award may be required to make an oral presentation of the proposed solution for the evaluation committee.

The presentations may be held:

January 29 or 30, 2013
North Dakota Department of Transportation
Room to be determined
608 East Boulevard Avenue
Bismarck, ND 58505-0700

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

5.07

Site Inspection of Offeror's Facility

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

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

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

6.02

Introduction

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

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

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

6.03 Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

6.04 Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

6.05 Management Plan for the Project

Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project schedule. Offerors must provide a narrative or organizational chart that describes the organization of the project team and identify the percentage of the contract to be performed by each team member. The organizational chart must illustrate the lines of authority, designate the individual responsible and accountable for the completion of each component and deliverable of the RFP, indicating where the work will be performed.

6.06 Experience and Qualifications

Offerors must describe the experience of their firm in completing similar projects. Additionally, offerors must information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) Title;
- (b) Resume;
- (c) Description of the type of work the individual will perform; and
- (d) The number of estimated hours for each individual named above.

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.

Offerors must provide **three** reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

6.07 Cost Proposal

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

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

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

Offerors must complete cost proposal attached to this RFP or prepare a cost proposal following the same format.

Travel reimbursements will be made based on North Dakota travel reimbursement policies. For a full description of North Dakota in-state and out-of-state travel policies navigate to:
<http://www.nd.gov/fiscal/accounting/rates/>

6.08 Required Enclosures

Offerors must provide all documents, samples, resumes, copies of certificates, or other information specifically required in this RFP. (See Attachment 5)

- Project personnel, organization chart and resumes, education, experience, examples of principle experience. (See 3.04 for examples of principle experience).
- Three references with contact information for offeror (and subcontractor if applicable)
- The offeror must submit a sample monthly narrative report and monthly invoice with their proposal

SECTION SEVEN

STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

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

7.02 State Not Responsible for Preparation Costs

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

7.03 Conflict of Interest

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

7.04

Offeror's Certification

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

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

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

7.05

Offer Held firm

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

7.06

Amendments to Proposals and Withdrawals of Proposals

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

7.07

Alternate Proposals

Offerors may submit **ONLY ONE** proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be **REJECTED**.

7.08

Subcontractors

Subcontractors may be used 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.

The following information must also be submitted:

- (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, that clearly verifies that the subcontractor is committed to render the services required by the contract.

Subcontractors will be required to participate in the interview process.

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

7.09 Joint Ventures

Joint ventures will not be allowed.

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

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

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.
<http://www.ag.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 a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11 Evaluation of Proposals

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

7.12 Right of Rejection

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

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the

procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

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

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

7.13

Clarification of Offers

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

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

7.14

Discussions and Best and Final Offers

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

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

7.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: <http://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx> or contact the North Dakota State Procurement Office at 701-328-2740.

7.16

Contract Negotiation

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

If contract negotiations are commenced, they will be held:

***NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS DIVISION, ROOM 315
608 EAST BOULEVARD AVENUE
BISMARCK, ND 58505-0700***

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

7.17

Failure to Negotiate

If the selected offeror:

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

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

7.18

Notice of Intent to Award - Offeror Notification of Selection

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

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

7.19

Protest and Appeal

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

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

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

SECTION EIGHT

ATTACHMENTS

8.01

Attachments

Attachments

1. Proposal Evaluation Form
2. Contract Form
3. Risk Management Appendix & Civil Rights Appendix
4. Cost Proposal Format
5. Offeror Checklist
6. Notice of Intent to Award
7. Interview Questions

ATTACHMENT 1

PROPOSAL EVALUATION FORM

All proposals will be reviewed for responsiveness and then evaluated using the criteria set out herein.

INSTRUCTIONS FOR EVALUATORS

Each evaluation criterion has been assigned 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

This rating scale is intended 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 criteria receiving a weighting of 20% of the total possible points. Using a 100 Point Scale, a maximum of 20 points can be 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 the technical proposals have been evaluated.

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

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2740 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 _____

I hereby certify that I do not have a conflict of interest with this offeror. I further certify that I have reviewed the Request for Proposal Evaluators Guide and that neither I nor my immediate family members have a conflict of interest with regard to this offeror who submitted a proposal in response to this Request for Proposal, in accordance with [N.D.A.C. § 4-12-04-04](#).

Signature _____ **Date** _____

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

6.03 Understanding of the Project

Weight **10 Percent**. Maximum Point Value for this Section
100 Points x **10 Percent = 10 Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-3	Fair. Limited applicability
4-6	Good. Some applicability
7-8	Very Good. Substantial applicability
9-10	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions; instead, award a total score for each evaluation criterion.

[a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues and potential problems related to the project?

EVALUATOR'S NOTES _____

[c] Has the offeror demonstrated an understanding of the deliverables the State expects it to provide?

EVALUATOR'S NOTES _____

[d] Has the offeror demonstrated an understanding of the State's time schedule and can meet it?

EVALUATOR'S NOTES _____

[e] Is the proposal submitted responsive to all material requirements in the RFP?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 6.03 _____

6.04 Methodology Used for the Project

Weight **10 Percent**. Maximum Point Value for this Section
100 Points x **10 Percent = 10 Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-3	Fair. Limited applicability
4-6	Good. Some applicability
7-8	Very Good. Substantial applicability
9-10	Excellent. Total applicability

Proposals will be evaluated against the questions set out below. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

[a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?

EVALUATOR'S NOTES _____

[b] Does the methodology match and achieve the objectives set out in the proposal?

EVALUATOR'S NOTES _____

[c] Does the methodology interface with the time schedule in the proposal?

EVALUATOR'S NOTES _____

[d] Does the methodology have provisions for quality assurance?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 6.04 _____

6.05 Management Plan for the Project

Weight **10 Percent**. Maximum Point Value for this Section
100 Points x **10 Percent = 10 Points**

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-3	Fair. Limited applicability
4-6	Good. Some applicability
7-8	Very Good. Substantial applicability
9-10	Excellent. Total applicability

Proposals will be evaluated 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 management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

[b] How well is accountability completely and clearly defined?

EVALUATOR'S NOTES _____

[c] Is the organization of the project team clear?

EVALUATOR'S NOTES _____

[d] How well does the management plan illustrate the lines of authority and communication?

EVALUATOR'S NOTES _____

[e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?

EVALUATOR'S NOTES _____

[f] Does it appear that offeror can meet the schedule set out in the RFP?

EVALUATOR'S NOTES _____

[g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?

EVALUATOR'S NOTES _____

[h] Is the proposal practical, feasible, and within budget?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 6.05 _____

6.06 Experience and Qualifications

Weight **25 Percent**. Maximum Point Value for this Section
100 Points x **25 Percent = 25 Points**

Rating Scale (25 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-6	Fair. Limited applicability
7-12	Good. Some applicability
13-18	Very Good. Substantial applicability
19-25	Excellent. Total applicability

Proposals will be evaluated 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 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] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[h] 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 6.06 _____

6.07 Oral Presentation

Weight **25 Percent**. Maximum Point Value for this Section
100 Points x **25 Percent = 25 Points**

Rating Scale (25 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-6	Fair. Limited applicability
7-12	Good. Some applicability
13-18	Very Good. Substantial applicability
19-25	Excellent. Total applicability

EVALUATOR'S POINT TOTAL FOR 6.07 _____

6.08 Contract Cost

Weight **20 Percent**. Maximum Point Value for this Section
100 Points x **20 Percent = 20 Points**

Applying Preference Laws

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

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

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

See <http://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

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR 6.08

**Request for Proposal
Evaluation Summary**

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 80 Points)	Maximum Points by Category	Score
1. Understanding of the Project	10	
2. Methodology Used for the Project:	10	
3. Management Plan for the Project:	10	
4. Experience and Qualifications:	25	
5. Oral Presentation – Interview	25	
Cost Evaluation (Maximum 20 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx Calculated points awarded for price. Price of Lowest Cost Proposal Price of Proposal Being Rated X 20 points = Awarded Points		
5. Cost	20	
Total		

**Request for Proposal
Evaluation Totals**

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	80 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Understanding of the Project	10					
2. Methodology Used for the Project:	10					
3. Management Plan for the Project:	10					
4. Experience and Qualifications:	25					
5. Oral Presentation - Interview	25					
Evaluator Totals						
Grand Total	Note: Sum of all individual scores.					
Technical Proposal Score	Note: Total of individual points divided by the number of evaluators (80 POINT MAXIMUM).					
Cost Propose Score	Note: (20 POINT MAXIMUM)					
TOTAL						

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

Name of RFP:						
Date:						
Technical Evaluation Criteria	80 POINTS Maximum	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1. Understanding of the Project	10					
2. Methodology Used for the Project:	10					
3. Management Plan for the Project:	10					
4. Experience and Qualifications:	25					
5. Oral Presentation – Interview	25					
Technical Proposal Score						
Cost Proposals Score						
Grand Total						

ATTACHMENT 2
SERVICE CONTRACT
NEXT 3 PAGES

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

REQUEST FOR PROPOSAL TITLE:

REQUEST FOR PROPOSAL NO.:

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

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

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

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
 10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
 11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
 12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
 13. The Civil Rights Appendix, attached, is hereby incorporated into and made a part of this agreement.
 14. Termination
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.
- Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

16. This agreement becomes effective when all parties have signed and it shall terminate on \${FIELD:TERMINATION_DATE}.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

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

TITLE

DATE

WITNESS:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05; 3-11

ATTACHMENT 3

RISK MANAGEMENT APPENDIX & CIVIL RIGHTS APPENDIX
NEXT 2 PAGES

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS APPENDIX**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor), agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or income status**, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation, made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.**
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the North Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the North Dakota Department of Transportation, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the North Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontract or procurement as the North Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Contractor may request the North Dakota Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The Act governs race, color, and national origin. Related Nondiscrimination Authorities govern sex, 23 U.S.C. 324; age, 42 U.S.C. 6101; disability/handicap, 29 U.S.C. 790; and low income, E.O. 12898.

Risk Management Appendix

Professional Services Agreement (non-Engineer and Architect Consultants):

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Contractor shall secure and keep in force during the term of this agreement and for **at least 12 months thereafter** from an insurance company authorized to do business in North Dakota, **professional liability** insurance covering its liability for acts, errors, or omissions in providing or failing to provide professional services, with a minimum coverage limit of **\$1,000,000 per claim**, and **\$1,000,000 aggregate**. Coverage shall be in force during the term of this agreement, and for a period of at least 12 months after.

Contractor shall secure and keep in force during the term of this agreement from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability**
- 2) **Automobile liability**
- 3) **Workers compensation insurance**

Contractor shall produce certificates of insurance or copies of insurance policies upon request by the State.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

LD Approved 6-1-00
RM Consulted 2007
Revised 6-07

ATTACHMENT 4
COST PROPOSAL FORMAT

NEXT 1 PAGE

Attachment 4		COST PROPOSAL FORMAT - for 6 month period		
				Totals
A. Direct Salary Cost for Prime Contractor				
Contract Manager: Number of Hours Regular Time	_____	Times this Hourly Rate	\$ _____	
Contract Manager: Number of Hours Overtime	_____	Times this Hourly Rate	\$ _____	
Staff Member: Number of Hours Regular Time	_____	Times this Hourly Rate	\$ _____	
Staff Member: Number of Hours Overtime	_____	Times this Hourly Rate	\$ _____	
(Add lines for additional staff as necessary)				
			Total Direct Salary	\$ _____
B. Payroll Additive Costs				
Worker's Compensation, Insurance, Social Security, other.				
Payroll Additive Rate as a Percentage of the Direct Salary (A.)	_____ %	Times the Total in A.		\$ _____
C. Direct Operating Costs - Travel Related				
Specific to this contract's activity paid pursuant to the NDDOT Travel Expense Policies - Transportation, Lodging & Per Diem - based upon the services required for the contract period as indicated in 'Description of Specific, Results-Oriented Tasks'.			Total Travel Related Operating Cost	\$ _____
D. Indirect Operating Costs (Overhead)				
Business location cost, printing, supplies				
Indirect Cost Rate as a Percentage of the Direct Salary (A.)	_____ %	Times the Total in A.		\$ _____
E. Profit				
Profit applied as a Percentage of the Direct Salary (A.)	_____ %	Times the Total in A.		\$ _____
F. Total				
If no subcontractors are used, then this is the amount to be used for cost proposal evaluation.			Total all - A., B., C., D., and E.	\$ _____
If a sub-contractor is to be used for this contract. Please complete an additional form for each subcontractor.				
			Add totals from subcontractor's cost proposals	\$ _____
If subcontractors are used, then this is the amount to be used for the cost proposal evaluation.			Total including subcontractors	\$ _____

ATTACHMENT 5

CHECKLIST FOR OFFERORS

- Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- Review the Appendixes A and B. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- Follow the format set out in this RFP and provide all information requested.
- Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- 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.
- Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- Provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions.
- Provide comprehensive narrative statements that set out the methodology it intends to employ.
- Provide comprehensive narrative statements that set out the management plan it intends to follow.
- Provide information about the qualifications of the firm and individuals that will be working on the project. Describe the firm's experience in completing similar projects.
- Comply with professional licensing requirements, and provide copies of certifications, if required.
- Provide information about the qualifications of the firm and individuals that will be working on the project. Comply with minimum requirements for experience
- Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- Provide the required number of references.
- Provide all documents or materials that must be submitted with the RFP.
- Identify and label and sections of the proposal you feel contain confidential information.
- Submit one original and four copies of the proposals in sealed envelopes or packages.
- Submit cost proposal using example attached to this RFP or one that follows the same format. Submit cost proposals in a separate sealed envelope or package, clearly labeled "Cost Proposal".

ATTACHMENT 6

STATE OF NORTH DAKOTA
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CIVIL RIGHTS DIVISION
608 EAST BOULEVARD AVENUE
BISMACK, NORTH DAKOTA 58505-0700

Phone (701) 328-3116 Fax (701) 328-1965, Email: DGSpanjer@nd.gov

DATE

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) Disadvantaged Business Enterprise (DBE) Education Plan Contractor was issued by the North Dakota Department of Transportation on December 18, 2012.

The following vendors submitted proposals in response to the RFP:

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

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

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

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

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

If you have any questions, please feel free to contact me at (701) 328-3116.

Sincerely,

Denise G. Spanjer
Procurement Officer

ATTACHMENT 7

DBE RFP INTERVIEW QUESTIONS

Business Name: _____

Evaluator: _____ Date: _____

This project keys on three areas of interest to the NDDOT:

- a. Observing ways DBEs may streamline business practices and improve productivity in management,
 - b. Identifying with the DBE areas of interest and need for education/training to make those changes; and,
 - c. Identifying related training that is available to satisfy those interests/needs.
1. Describe what you see is the biggest challenge in meeting the contract specifications and your approach in addressing that challenge.

 2. Describe your experience with electronic bidding.

 3. Describe your experience and give examples of contracts and work experience you have completed which directly applies to the results of this contract.

 4. Confidentiality is critical to this contract. Describe similar previous experiences where you have maintained confidentiality without giving specifics or names.

 5. Describe your current experience with ND DBEs on transportation-related projects.

6. How many other contracts will you be working on in addition to ours?

7. The firm awarded this contract will be expected to provide detailed written reports. Describe previous experience in this area.

8. Tell us about your experience navigating the NDDOT's Bid Opening or Civil Rights Programs websites. Describe how they were or were not beneficial to you.

9. Has your firm been audited by the NDDOT? Describe the circumstances surrounding your audit and your experience with NDDOT.

10. Briefly describe why you are the best contractor for this project.

11. Any questions of us?