

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) SUPPORTIVE SERVICES CONTRACTOR***

RFP Number: 918-35/79-10-052

Date of Issue: ***February 10, 2010***

Purpose of RFP: ***The North Dakota Department of Transportation seeks the supportive services of a qualified supportive services contractor to provide technical assistance to Disadvantaged Business Enterprises (DBE). Supportive services are those activities and services that are designed to increase the total number of DBEs active in highway construction contracting, highway construction management and administration, and other Department related programs, and to contribute to the growth and eventual self-sufficiency of DBEs, so that they may achieve proficiency in competing for transportation-related contracts and subcontracts.***

Offerors are not required to return this form.

Procurement Officer: Pat Krieger, Civil Rights Division

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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 supportive services contractor to provide technical assistance to Disadvantaged Business Enterprises (DBEs). Supportive services are those activities and services that are designed to increase the total number of DBEs active in highway construction contracting, highway construction management and administration, and other Department transportation-related programs, and to contribute to the growth and eventual self-sufficiency of DBEs, so that they may achieve proficiency in competing for transportation-related contracts and subcontracts.

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's bidders list.

PROCUREMENT OFFICER: Pat Krieger
PHONE: 701-328-3116
FAX: 701-328-1965
TTY USERS CALL: 701-328-4156
E-MAIL: pkrieger@nd.gov

1.03 RFP Schedule of Events

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: **February 10, 2010**
- Deadline for receipt of questions and objections related to the RFP: **12:00 NOON, February 18, 2010**
- Responses to questions / RFP amendments (if required) **February 18, 2010**
- Proposals due by: **12:00 NOON, March 5, 2010**
- On-site inspections: **March 9, 2010**
- Individually scheduled interviews: **March 22 and March 23, 2010**
- State issues Notice of Intent to Award a Contract approximately: **March 24, 2010**
- State issues contract approximately: **March 31, 2010**
- Contract start: **April 1, 2010**

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one original and four copies of its proposal in a sealed envelope or package.

Cost proposals must 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, ROOM 315
RFP 918-35/79-10-052, DBE SUPPORTIVE SERVICES CONTRACTOR
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700**

Proposals must be received by the purchasing agency at the location specified no later than **March 5, 2010, 12:00 P.M., CENTRAL**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means.

Offerors 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 must contact the procurement officer prior to February 26, 2010, 12:00 P.M., Central, so that reasonable accommodations can be made.

1.06

Deadline for Receipt of Questions and Objections

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

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

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communications are 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 REGISTERED WITH THE SECRETARY OF STATE BY TIME SET FOR PROPOSAL OPENING. THE AWARDED CONTRACTOR MUST COMPLETE THE APPROVED VENDOR PROCESS AS INDICATED HEREIN:

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

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

1.08

Amendments to the RFP

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

1.09

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.

1.10

Notice Provided

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

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

<https://secure.apps.state.nd.us/csd/spo/services/bidder/main.htm> and <http://www.dot.nd.gov/divisions/civilrights/dbeprogram.htm>

1.11

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.

2.02 Budget

The initial six-month contract is not to exceed \$107,000. The estimated budget for this project is not to exceed \$215,000 in a 12-month period.

SECTION THREE SCOPE OF WORK

3.01 Scope of Work

Overview

The North Dakota Department of Transportation, Civil Rights Division, is soliciting proposals for the supportive services of a qualified supportive services contractor to provide technical assistance to Disadvantaged Business Enterprises (DBEs). Supportive services are those activities and services that are designed to increase the total number of DBEs active in highway construction contracting, highway construction management and administration, and other Department transportation-related programs, and to contribute to the growth and eventual self-sufficiency of DBEs, so that they may achieve proficiency in competing for transportation-related contracts and subcontracts.

3.02 Definitions

DBE – Disadvantaged Business Enterprise
CUF – Commercially Useful Function

3.03 State-Furnished Property/Services

The NDDOT will work extensively 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.

3.04 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.

3.05

Description of Specific, Results-Oriented Tasks

A. Ombudsperson Services:

- Provide ombudsperson services to 12 DBE applicants or certified DBE firms during the 6-month period and then annually to 25 DBE applicants or certified DBE firms regarding DBE program requirements,
- to provide technical assistance in completing the DBE application or recertification process.

When a firm requests an application, the supportive services contractor will call the applicant within five working days to offer assistance in completing the application process. In-state applicants may request an on-site visit or questions may be answered over the phone. Out-of-state applicants will be assisted over the phone. The supportive services contractor may review the application and identify areas which may not comply with the program requirements. Options or suggestions will be provided to the applicant to help them resolve these issues, with the full understanding that any changes made will be the responsibility of the applicant.

B. Orientation:

- Provide a mandatory orientation during the 6-month period to 6 newly-certified firms and then annually to 12 newly-certified DBE firms.
- Inform DBE firms about the types of technical assistance available from the supportive services contractor including:
 - basic DBE program terminology,
 - Department construction/consulting contracting procedures and requirements, networking with prime contractors and large subcontractors,
 - instruction in certified payrolls and payment affidavits,
 - training on the bidding process with emphasis on electronic bidding.
 - The orientation will assist and encourage DBEs in developing their capability to utilize new technology and conduct business through electronic media. The supportive services contractor is to provide a computer at their office for DBEs who drop in for training or for use prior to a bid opening.
- Provide a mandatory orientation to all newly-certified DBE firms. See attached DBE orientation checklist.

C. Technical Assistance:

- Provide miscellaneous technical assistance to 8 DBE firms during the 6-month period and then annually to 15 DBE firms to assist them in developing and growing their businesses. If the supportive services contractor is unable to provide these types of assistance they will make referrals to appropriate local, state, and federal agencies who can provide the services.
- Special emphasis will be placed on the delivery of these services to newly-certified DBE firms. Requests for technical assistance will be handled on a first-come-first-serve basis.
- Specific areas of assistance include, but are not limited to:
 - bid or quote preparation for approximately ten construction bid openings annually;
 - lease, rental, or purchase of equipment;
 - information from the Department's website;
 - resolving prompt payment or payroll problems;
 - interpreting plans and specifications;
 - developing and/or following progress charts;
 - developing subcontract agreements;
 - aiding DBE firms and prime contractors in the DBE replacement process when they are unable to perform on contracts;
 - recertification;
 - developing business plans for financial packages for the purposes of securing a loan or bid bonds; and
 - basic business management.

D. DBE Special Provisions:

Presently, the DBE Program Race-Neutral and Race-Conscious Special Provisions cover a variety of requirements, especially items pertaining to solicitation efforts, failure to provide required documentation, award of contract, contract monitoring and reporting, maintaining records and

tracking payments, monitoring and enforcement mechanisms, counting DBE participation, performing a commercially useful function, and forms.

At the request of the Department, provide input concerning proposed changes to the DBE special provisions by:

- conducting surveys,
- sending out questionnaires,
- other means identified by the Department,
- provide a written report of all results.

E. Advocate/Liaison at Board and Committee Meetings:

The supportive services contractor will represent the DBE community at meetings relative to DBE issues such as:

- the annual DBE goal setting methodology,
- the DBE specification committee,
- DBE Pre-Certification and Unified Certification Board: A supportive services contractor staff member must attend each DBE Unified Certification Board meeting to act as an advisor to the Board. The Board meets twice prior to each bid opening.
- DBE/Contractor Liaison Meetings: A supportive services contractor staff member must attend and participate in DBE/Contractor liaison meetings held prior to each bid opening. NDDOT holds approximately ten bid openings per year.

F. Tribal Employment Rights Office (TERO) Liaison:

At the request of the Department, a supportive services contractor staff member will act as a liaison, between the Department and each tribal council, regarding TERO issues.

G. Annual DBE Needs Assessment Survey:

In the fall of 2010, the Department will provide the list of clientele to be contacted and will develop and disseminate the questionnaires to the clientele. Over a two-week period, the supportive services contractor will contact each firm or individual that did not respond in writing, to compile their responses to each question. The data provided in all of the responses will be compiled into a final report broken down by the type of clientele contacted.

- The supportive service contractor shall provide the final report of all results.

H. Networking/Recruitment:

- The supportive services contractor will develop working relationships with all of the certified DBE firms. As time and budget permits, this can be accomplished via:
 - phone and/or computer contacts with each firm,
 - visits to home-offices of in-state DBEs.
- The contractor shall develop working relationships with state and federal agencies and staff for possible referral of DBEs. These agencies and individuals may provide additional supportive services to DBEs in the areas of bonding, bookkeeping, marketing, computer technology, equipment purchasing, workforce development, and basic business financial management skills. The entities include, but are not limited to:
 - ND Department of Commerce
 - The Center for Technology and Business (Women Owned Businesses)
 - ND American Indian Business Development Office
 - USDOT Office of Small and Disadvantaged Business Utilization
 - US Small Business Administration
 - Bank of ND
- The Contractor shall develop working relationships with:
 - all ND tribal governments,
 - Women in Construction Association,
 - Minority Contractors Association,
 - Consulting Engineers Council, and
 - ND Associated General Contractors.
- The supportive services contractor will recruit new firms.

I. DBE Training:

- The contractor shall develop and maintain an electronic list of relevant business training opportunities for DBEs from:
 - ND colleges and universities,
 - state and federal agencies, and
 - Upper Great Plains Transportation Institute.
- The contractor shall provide the list two weeks prior to each bid opening for inclusion in the supportive services newsletter, as appropriate, to be posted on the Civil Rights Division DBE website.
- The contractor shall provide a one-day contractor training session in the spring of 2011 covering:
 - electronic bidding,
 - specifications,
 - payroll requirements, and
 - marketing.

J. Commercially Useful Function (CUF) Reviews:

At the request of the Department, a supportive services contractor staff member will conduct 20 project site CUF reviews of DBEs during each of the 2010/2011/2012 construction seasons.

K. Home Office Reviews:

The supportive services contractor will use Home Office Reviews as an opportunity to have face-to-face contact with the DBE applicant and answer any questions the applicant may have for the ombudsperson. This meeting will also begin to build a working relationship with the applicant, should they become certified, and to facilitate the orientation process and any future requests for assistance.

- Between the pre-certification review and prior to the oral certification interview, approximately 10 times during the 6-month period and then annually 20 times, the supportive services contractor will:
 - conduct a home office review of each in-state applicant,
 - A home office review includes:
 - verification of equipment,
 - verification of the location of the business, and
 - the verification of other factors listed in the DBE application form.
- The contractor shall provide a written report to the Department two days prior to the oral interview.

3.06

Targeted Audience

The following five categories of firms or individuals are targeted for program assistance and are listed by priority:

- Newly-certified DBE firms that have been bidding on transportation-related projects for 12 months or less.
- DBE firms that have, in the past, or are currently participating in transportation-related projects.
- DBE firms that have never engaged in transportation-related projects but have the desire and potential to do so.
- Minorities, women, or socially- and economically-disadvantaged individuals interested in becoming certified to participate in transportation-related projects.
- DBE firms with marketable goods and services (applicable to the transportation industry) that are not considered a construction company.

3.07

Documentation and Deliverables

Written documentation (contact sheets) containing a written narrative of all assistance provided to DBE firms and applicants by the supportive services contractor must be maintained. This information is to be provided to the Department upon completion of the contract, or at the request of the procurement officer.

Each supportive services contractor staff member will be required to maintain strict confidentiality regarding the contents of files from DBE applicants and DBE firms who are certified or recertified.

The contractor will provide monthly and quarterly reports as specified below:

- The first and second months of a quarter, written narrative reports will be provided. They will include a summary of work activities relative to the "Description of Specific, Results-Oriented Tasks" section as provided for in the proposal, to include:
 - name of DBE or applicant served,
 - general description of services provided,
 - name of employee providing service,
 - issues/concerns/task and resolutions addressed,
 - amount of time involved to provide service.
- Quarterly written narrative reports will include a compilation of the first two months and a summary of the third months' activities.
- The contractor will provide monthly invoices to include all information provided for in the cost proposal. In addition, the contractor will provide:
 - Summary of payroll costs by work activity identified in the "Description of Specific, Results-Oriented Tasks" section. The summary shall show the name of the employee, the employee classification, overtime hours, straight-time hours, payroll additives, and salary paid.
 - Lodging and meal summary showing: date, name of employee, time travel starts and ends, lodging amount, meal amount, and total amount.
 - Mileage summary, if applicable, showing: date, name of employee, miles, rate, and total amount.
 - General expense summary.
 - Indirect operating costs.
 - Direct operating costs.
 - Profit.

Travel costs will be calculated using the rates provided for in the NDDOT's in-state and out-of-state travel policy.

The monthly and quarterly reports will be due the 10th working day of the month. Subcontractors will provide the same monthly written narrative reports of activities and costs, to the contractor, within five working days, after the end of the month.

The contractor shall submit one original and one copy of each report to the project manager.

The offeror must submit a sample monthly narrative report and a monthly invoice with their proposal.

The supportive services contractor may be requested to provide other reports upon written request by the Department.

3.08 Technical References

The contractor will be responsible to know the contents of:

- The DBE race-conscious and race-neutral special provisions requires bidders and quoters to comply with required documentation, regardless of whether they are the successful bidder or quoter.
 - DBE Race-Conscious Special Provision (dated June 12, 2009)
<http://www.dot.nd.gov/divisions/civilrights/docs/dbe/racecons20090612.pdf>
 - DBE Race-Neutral Special Provision (dated February 8, 2008)
<http://www.dot.nd.gov/divisions/civilrights/docs/dbe/raceneutral20080208.pdf>
- The DBE directory is a list of currently certified DBE firms.
<http://www.dot.nd.gov/dotnet2/dbedirectory/default.aspx>
- On-line applications for certification: DBE Uniform Certification Application
<http://www.dot.nd.gov/divisions/civilrights/dbecert.htm>
- 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>

3.09

Quality Control/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.

The Department will annually survey DBE companies' satisfaction with the supportive services contractor. The survey will help the Department measure the effectiveness of the supportive services program and identify areas for improvement.

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.

3.10

Location of Work, Statewide Service Area, and Fees

The program will serve all potential and existing transportation-related DBE firms in North Dakota. Services will be provided to the DBE firms free-of-charge.

- The contractor's and subcontractor's existing **full-time** office, at the time proposals are submitted, must be located within Bismarck or Mandan and be accessible to people with disabilities. The office must be staffed from 8:00 a.m. to 5:00 p.m., Monday – Friday, excluding all state holidays and any date designated as a holiday by the Governor, unless other arrangements are made with the project manager.
- Assistance provided to out-of-state firms will be limited to either written or verbal actions. No out-of-state trips will be made to assist out-of-state DBE firms. Out-of-state DBE firms will be referred to their home state DBE supportive services contractor for assistance.
- At the direction of the procurement officer, supportive services contractor staff may attend out-of-state DBE meetings. The reimbursable out-of-state travel expenses should be no greater than the expenses outlined in the NDDOT out-of-state travel policy.

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

The contractor and, if applicable, subcontractor shall include in their price proposal(s): transportation, lodging, and per diem costs sufficient to pay for their expenses to make trips to various locations based upon the services required for the contract period as indicated in the "Description of Specific, Results-Oriented Tasks" section.

3.11

Prior Experience

In order for proposals 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 nonresponsive and its proposal will be rejected. The minimum experience requirements are:

The offerors shall have experience with financial management, bonding, bookkeeping, profit and loss statements, transportation industry, bidding or quoting, and knowledge of the DBE program.

3.12 Federal Requirements

Developing, implementing, and monitoring the DBE program, 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.

3.13 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:

- o Contract start: April 1, 2010
- o Performance review dates:
 - Monthly meetings (dates to be determined) will be held during the first six months of the contract.
 - If the contract is renewed beyond the first six-month term, then review meetings will be scheduled by the Department with the supportive services contractor, at least once per each quarterly reporting period.
- o End of contract audit:
 - Within 45 days after the end of the contract, the project manager will meet to assure all contract activities have been concluded appropriately.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01 Contract Term and Renewal Option

The NDDOT will enter into a contract with an effective date beginning April 1, 2010, and ending September 30, 2010, inclusive.

This contract may be renewed upon satisfactory completion of the initial contract term. The NDDOT reserves the right to execute up to two options to renew this contract, annually, for a period of 12 months each contract period, not to exceed 30 months total.

Upon contract renewal, NDDOT reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Such changes will be documented by amendment to the contract.

4.02 Contract Type

Fixed Price with Adjustment:

This contract is a fixed price with adjustment contract. The contractor is paid on a monthly basis at the established rates. These rates may be adjusted upon mutual agreement at the time of contract extension.

4.03 Standard Contract Provisions

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

Offerors are instructed to contact the procurement officer in writing by the deadline set (February 18, 2010, 12:00 P.M., Central), 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 manager has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

4.09

Risk Management Appendix – Service Contracts with Private Individuals, Companies, Corporations, Etc.

Offerors must review the attached Risk Management Appendix – Service Contracts with Private Individuals, Companies, Corporations, Etc. for indemnification and insurance requirements. The indemnification and insurance provisions will be incorporated into the final contract.

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

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

4.10 Taxes and Taxpayer Identification

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

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

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

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its website for more information.

4.11 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule. Each monthly billing must consist of an invoice and monthly progress report. No payment will be made until the monthly progress report has been submitted and the project manager has approved the invoice. Refer to "Documentation and Deliverables" section.

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

4.12 Contract Funding

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

4.13 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.

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: Pat Krieger
PHONE: 701-328-3116
TTY USERS CALL: 701-328-4156
FAX: 701-328-1965
EMAIL: pkrieger@nd.gov

4.15

Right to Inspect Place of Business

During the selection process prior to oral interviews, and at reasonable times during the course of the contract, 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. See "Technical References" section.

4.19

Nondisclosure Agreement

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

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

4.20 Work Product, Equipment, and Material

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

4.21 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.

4.22 Assignment

The 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.

4.23 Disputes - Applicable Law and Venue

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

4.24 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.

4.25 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.

**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

Fifteen Percent (15%) 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

Fifteen Percent (15%) 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

Fifteen Percent (15%) 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

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

If the RFP required a minimum amount of experience or qualifications, 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

Interview Process

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

After any discussions for clarifications and the initial evaluation of proposals received, the top five offerors whose proposals receive the highest scores and are determined to be reasonably acceptable for award will be required to make an oral presentation of the proposed solution for the evaluation committee. An interview with specific questions will also be conducted at this time. See attached interview questions.

The presentations will be held:

**March 22 or 23, 2010
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 the providing the demonstration.

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

**5.06
Contract Cost**

Fifteen Percent (15%) 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.

**5.07
Site Inspection of Offeror's Facility**

The State will conduct on-site visits to the offeror's firm where service is being performed to evaluate the offeror's capacity to perform the contract. An offeror must agree, at risk of being found nonresponsive and having its proposal rejected, to provide the State reasonable access to relevant portions of its place of business. Individuals designated by the purchasing agency will conduct the on-site inspection at the State's expense. If an offeror's place of business fails to pass inspection, the offer will be determined to be nonresponsive to the RFP.

**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 nonresponsive 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 narrative or an organizational chart that describes the organization of the project team. 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, and indicate 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 provide 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 contact information including phone numbers and email addresses 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 (both regular and overtime) at various hourly rates and other payroll additives assigned to each person working on the project, direct operating expenses including supplies, indirect overhead, as well as profit.

Travel between the business locations of the prime contractor and subcontractor, and the NDDOT will not be a covered expense.

All costs associated with the contract must be stated in U.S. currency.

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

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

6.08

Required Enclosures

Offerors must provide all documents, samples, or other information specifically required in this RFP.

- Project personnel, organization chart and resumes, education, experience, participation percentage.
- Three references with contact information for offeror (and subcontractor if applicable).
- The offeror must submit a sample monthly narrative report and a 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 acceptable for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

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

7.07

Alternate Proposals

Offerors may submit only one proposal for evaluation.

7.08

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify 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 on-site visit and interview process.

An offeror's failure to provide this information, within the time set, may cause the State to consider its proposal nonresponsive 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 the project manager designated by the State.

7.09

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

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

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

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.10 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The 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.

7.11 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 nonresponsive 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.

7.12 Clarification of Offers

In order to determine if a proposal is reasonably acceptable 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.

7.13 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 acceptable 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.

7.14 Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A “resident” North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://egov.oregon.gov/DAS/PFSS/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.15 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, North Dakota 58505-0700***

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

7.16 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.

7.17 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.

7.18 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 RFP Attachments

1. Proposal Evaluation Form
2. Service Contract
3. Risk Management Appendix-Service Contracts With Private Individuals, Companies, Corporations, Etc.
4. Cost Proposal Format
5. Notice of Intent to Award
6. Checklist for Offerors
7. NDDOT In-State Travel Expenses Policy
8. NDDOT Out-of-State Travel Expenses Policy
9. Home Office Review
10. Interview Questions
11. DBE Orientation Checklist

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 701-328-2683 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation Member _____

Date of Review _____

RFP Title/Number 918-35/79-10-052 _____

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

9.01

Understanding of the Project

Weight **15 Percent**. Maximum Point Value for this Section
100 Points x **15 Percent** = **15 Points**

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

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 9.01 _____

**9.02
Methodology Used for the Project**

Weight **15 Percent**. Maximum Point Value for this Section
100 Points x **15 Percent** = **15 Points**

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

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 9.02 _____

9.03

Management Plan for the Project

Weight **15 Percent**. Maximum Point Value for this Section
100 Points x **15 Percent** = **15 Points**

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

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 9.03 _____

**9.04
Experience and Qualifications**

Weight **15 Percent**. Maximum Point Value for this Section
100 Points x **15 Percent** = **15 Points**

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

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 9.04 _____

**9.05
Interview Process**

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

The points will be applied based upon the oral presentation of the proposed solution as well as the offerors response to the interview questions. See attachment for interview questions.

**9.06
Contract Cost**

Weight **15 Percent**. Maximum Point Value for this Section
100 Points x **15 Percent = 15 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://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml for a list of states preference laws or contact the North Dakota State Procurement Office at 701-328-2683.

Converting Cost to Points

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

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Total Points for Cost Available} = \text{Awarded Points}$$

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR 9.06 _____

**Request for Proposal
Selection Team Member
Evaluation Summary**

Name of RFP: <i>DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPORTIVE SERVICES CONTRACTOR</i>		
RFP Number: 918-35/79-10-052		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 85 Points)	Maximum Points by Category	Score
1. Understanding of the Project	15	
2. Methodology Used for the Project:	15	
3. Management Plan for the Project:	15	
4. Experience and Qualifications:	15	
5. Interview Process	25	
Cost Evaluation (Maximum 15 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml 2. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 15 points = Awarded Points		
6. Cost	15	
Total		

**Request for Proposal
Summary of Selection Team Members
Evaluation Totals**

Name of RFP: <i>DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPORTIVE SERVICES CONTRACTOR</i>					
RFP Number: 918-35/79-10-052					
Name of Offeror:					
Date:					
Technical Evaluation Criteria	85 POINTS MAX	Evaluator	Evaluator	Evaluator	Evaluator
1. Understanding of the Project	15				
2. Methodology Used for the Project:	15				
3. Management Plan for the Project:	15				
4. Experience and Qualifications:	15				
5. Interview Process	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 (85 POINT MAXIMUM).			
Cost Proposal Score		Note: (15 POINT MAXIMUM)			
TOTAL					

**Request for Proposal
Total of All Vendors Evaluated
Summary of Evaluation Committee Totals**

Name of RFP: <i>DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPORTIVE SERVICES CONTRACTOR</i>						
RFP Number: 918-35/79-10-052						
Date:						
Technical Evaluation Criteria	85 POINTS MAX	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1. Understanding of the Project	15					
2. Methodology Used for the Project:	15					
3. Management Plan for the Project:	15					
4. Experience and Qualifications:	15					
5. Interview Process	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. Termination
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the Contractor, may terminate the whole or any part of this agreement.
 - i. If the Contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or
 - ii. If the Contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.
14. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

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

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

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

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

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

ATTACHMENT 3

**RISK MANAGEMENT APPENDIX - SERVICE CONTRACTS WITH PRIVATE
INDIVIDUALS, COMPANIES, CORPORATIONS, ETC.**

Next 1 page

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Contractor also agrees to defend, indemnify, and hold the State harmless for all costs, expenses and attorneys' fees incurred if the State prevails in an action against Contractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person and \$1,000,000 per occurrence.**
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

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

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. The insolvency or bankruptcy of the insured Contractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

ATTACHMENT 4
COST PROPOSAL FORMAT

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 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

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

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

DATE

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) *Disadvantaged Business Enterprise (DBE) Supportive Services Contractor* was issued by the *North Dakota Department of Transportation* on *February 10, 2010*.

The following vendors submitted proposals in response to the RFP:

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

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

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

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

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

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

Sincerely,

Pat Krieger

Procurement Officer

ATTACHMENT 6

CHECKLIST FOR OFFERORS

- Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- Review the proposal and Attachments 2 and 3. State any objections to any of the provisions in the proposal, Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- Offerors must 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.
- 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.
- 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.
- 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.
- Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ.
- Offerors must provide comprehensive narrative statements that set out the management plan it intends to follow.
- Provide the information about the qualifications of the firm and individuals that will be working on the project. Offerors must describe the experience of their firm in completing similar projects.
- Offerors must provide narrative or an organizational chart that describes the organization of the project team.
- Provide all documents or materials that must be submitted with the RFP as indicated in the "Required Enclosures" section.
- The offeror must submit a sample monthly narrative report and a monthly invoice with their proposal.
- Identify and label sections of the proposal you feel contain confidential information.
- 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. If subcontractors are used, the subcontractors must also confirm that they will comply.
- If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the requested information from the "Subcontractors" section.
- Offerors must submit one original and four copies of its proposal in a sealed envelope or package.
- Offerors must complete cost proposal attached to this RFP or prepare a cost proposal following the same format. Cost proposals must be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

ATTACHMENT 7

NDDOT In-State Travel Expenses Policy

Next 6 pages

Agency: North Dakota Department of Transportation
Author: Human Resources Division
Contact Person: Mike Sandal or Linda Kuether
Group: Personnel Policies
Category: Expenses and Travel
Policy Number: IV-1
Title: In-State Travel Expenses
Original Date: 04/08/1975
Revised Date: 08/01/2009
Review By Date: 08/01/2010

IN-STATE TRAVEL EXPENSES

Employees will receive an expense allowance to cover out-of-pocket expenses connected with authorized travel inside the state of North Dakota. The Director has set travel expense allowance rates based on guidelines set by the Legislature. (NDCC 44 08-04)

Employees may make necessary, same-day, out-of-state trips without prior authorization if the destination is within 150 miles of the North Dakota border. Employees will be reimbursed for expenses at the in-state rate.

General Policy Guidelines

1. District engineers, division directors, and higher Department authorities are responsible for expense authorization and approvals in compliance with this policy. They may be subject to disciplinary action for violations that occur under their supervision and may be personally liable for any funds improperly authorized. (NDCC 44-08-05.1)
2. Managers and supervisors must authorize proper employee travel and protect the state's interests, taking into account:
 - a. Distance of destination from headquarters.
 - b. Contractor's schedule.
 - c. Type of project.
 - d. Safety.
 - e. Lodging and eating facilities.
 - f. Economic costs.
 - g. Energy conservation.
3. Employees who abuse the expense policy will be financially liable and subject to disciplinary action. (NDCC 44-08-05.1)
4. Whenever possible, state fleet vehicles or the airplane should be used for authorized Department activities. Two or more employees traveling to the same destination during the same period are expected to travel in one vehicle.

5. Employees who are working over 50 miles from the district, division, or section headquarters or their own permanent residence are encouraged to stay at approved housing at or near the work location.
6. The following applies to weekend driving:
 - a. Employees will normally be expected to return to the district, division, or section headquarters on weekends and holidays when work is not being performed. Employees are in travel status until arriving at the district, division, or section headquarters or their home, whichever distance is less.
 - b. Employees who could return with other employees to the headquarters but choose to stay at the work location will not be eligible for weekend expense reimbursement.
 - c. Depending on work requirements and distance from the district, division, or section headquarters and residence, the employee may be encouraged to stay at the work location. The employee will be reimbursed for weekend expenses.
 - d. State transportation may be provided to employees returning home over a weekend.
7. A registration fee for a conference, seminar, or other meeting which includes meals may be paid by the Department. However, the employee cannot claim the applicable quarter allowance for the meal which was included. Meals specifically included in a registration fee, or claims for meals attended at the request of the Department, will be reimbursed even if the city at which the meal is provided is the employee's normal work place. (NDCC 44-08-04) The employee must be authorized by the division director or district engineer to attend.
8. Reimbursement of travel expenses will be paid as an expense check. Taxes for any taxable expenses will be withheld from the next salary check.

ELIGIBILITY FOR EXPENSES

General Guidelines

Employees are eligible to be reimbursed for out-of-pocket travel expenses when they meet all of the requirements outlined below:

1. Travel must be authorized in advance.
2. Travel must take the employee more than 25 miles from his or her (a) section building and home, or (b) division or district headquarters and home. Bismarck and Mandan are considered one location. Initial travel must take the employee beyond the 25-mile point and most of the employees' time must be spent beyond the 25-mile point. When work is required for safety reasons or during floods or snow emergencies, the 25-mile distance requirement will be removed. The district engineer or division director will approve meal expenses when the appropriate general guidelines are met.
3. The employee must be away at least four hours.

4. The employee must furnish a lodging receipt in order to be reimbursed for lodging expenses if the direct billing process has not been used. The lodging receipt must show the amount and must be from a commercial place of lodging. Receipts from private residences where the employee has lodged for free are not acceptable. Receipts from relatives for the purpose of lodging services will not be acceptable.

For the purpose of computing expenses, each travel day is divided into four quarters. The time periods, meals, and expenses allowed in each quarter are:

1st quarter	6 a.m. to 12 noon	Breakfast	\$ 5.00
2nd quarter	12 noon to 6 p.m.	Lunch	7.50
3rd quarter	6 p.m. to 12 midnight	Dinner	12.50
4th quarter	12 midnight to 6 a.m	Lodging	<u>63.00*</u>
Maximum Total			\$88.00

*Plus any additional applicable state or local lodging taxes. If room is more than \$63, individual will only be reimbursed for additional taxes, based on \$63, and additional taxes must be prorated.

Examples of travel schedules (employee must be in travel status at least four hours):

To be reimbursed for breakfast, the employee must be in travel status before 7:00 a.m.

To be reimbursed for lunch, the employee must be in travel status before 11:00 a.m. and at least until 1:00 p.m.

To be reimbursed for dinner, the employee must be in travel status before 5:00 p.m. and at least until 7:00 p.m.

Lodging expenses will be paid if the employee is in travel status during the fourth quarter and has an acceptable lodging receipt.

Mileage

Employees are encouraged to use state vehicles if available. With adequate justification, a division director or district engineer may authorize an employee to use a personal vehicle. The Department pays mileage for the use of a personal vehicle at 55 cents per mile. (NDCC 54-06-09)

Lodging

To be reimbursed for lodging expenses, the employee must furnish a lodging receipt that is clearly identifiable as acknowledgment of payment of a specified sum for a specified purpose. (NDCC 44-08-04) The receipt must show the amount paid, the beginning and ending dates of the stay, and the signature of an authorized person which verifies the receipt.

When accompanied by a spouse on an authorized trip, the employee should have the hotel certify the room rate for a single person so that only the appropriate amount will be charged to the state.

If two or more state employees share lodging, the actual cost of the room must be split evenly and each employee must furnish a separate receipt showing the amount each paid.

Employees on travel status who pay for lodging on other than a daily basis, and whose receipts clearly show the method of payment, will be reimbursed by dividing the actual number of days while in travel status into the total cost of lodging. The result will be the daily lodging rate. An example is: \$300 rent for the period July 1 to July 31, with 20 days actual travel status, equals \$15 per day.

When a mobile home is used, the employee will be reimbursed for the cost of the trailer space rental and the meal allowance as established in this policy.

Direct Billing of Lodging

Direct Billing of lodging expense is available. Divisions and districts are responsible to coordinate billing arrangements with the facility. Direct Billings are tax exempt, and cannot exceed the \$63 per night lodging limit. The facility should bill the division or district, who in turn will process the payment through Financial Management. The division or district is responsible to assure that these expenses are not also claimed by the employee.

When using Direct Billing for lodging, phone calls charged to the room must be paid by the employee when checking out.

Telephone Calls

Regular employees on authorized travel are permitted one telephone call per day to their city of residence, not to exceed five dollars per day. Those traveling also have the option of purchasing a calling card. **Employees must stay with one option per month.**

To be reimbursed for calls:

- the charge must appear on the receipt submitted for lodging or on a separate receipt in order to be claimed for expense
- allowance for calls not made on one day cannot be carried forward for use on another day. Example: if an employee did not make a call on Monday, the employee cannot claim \$10 for calls made on Tuesday
- an overnight stay is required; and a claim may only be made when an employee can claim the fourth quarter
- claim for this expense may not be made for "free minutes" used on a personal cellular phone
- emergency contact will be considered on a case-by-case basis by the division director or district engineer

When using a calling card:

- employee will be reimbursed by the actual number of nights out and supporting phone card receipts
- employee must have the receipt and record the purchase on their time sheet. (Code purchase of calling cards to Account Code 521065, Miscellaneous Travel)
- employee may apply allowed amount to a higher priced card
- supervisors will be responsible for monitoring use and determining if their employees are eligible
- If an individual is out:
 - 1 or 2 nights, employee may purchase a \$5 card
 - 3 to 5 nights, employee may purchase a \$10 card
 - 6 nights or more, employee may purchase a \$20 card
 - construction season (April 14 - October 15), employee may purchase two \$30 cards per season
- If an employee purchases a prepaid card and loses or forgets it, he/she will have to pay for their own card while traveling.

Taxi Fares and Parking Fees

Employees will be reimbursed for necessary taxi fares. Receipts are required for reimbursement of each taxi fare in excess of \$10. (NDCC 44-08-04)

Parking fees for state vehicles will be permitted and may be claimed with a receipt.

Parking fees for personal vehicles may be claimed with a receipt for:

1. Parking at hotels or motels when attending an authorized conference or meeting and claiming fourth-quarter expenses.
2. For parking fees at the airport, the employee will be reimbursed for an amount

totaling no more than the cost of a round-trip taxi fare from the office to the airport.

Miscellaneous Expenses

Receipts and an explanation are required for any miscellaneous expense in excess of \$10. A detailed explanation is required on the time sheet for miscellaneous expenses of less than \$10.

Travel Advances

At the request of the division director or district engineer, the Department may advance funds to employees for meals and lodging expenses while the employee is traveling on official Department business.

For an employee to receive a travel advance, travel must take place more than five days per month. Advanced funds cannot exceed 80 percent of the estimated meal and lodging expenses for the period. Employees wishing a travel advance must make their request to the Financial Management Division 10 days before the actual travel.

Registration fees for conferences and seminars may be paid in advance if the fee is more than \$25. If lodging is part of the registration fee, the lodging portion will not be paid in advance

<p>DISCLAIMER: North Dakota Department of Transportation (NDDOT) Personnel Policies are not intended as a contract of employment and do not constitute one. NDDOT may change, delete, suspend, or discontinue any policy or benefit described herein at any time with or without prior notice.</p>

ATTACHMENT 8

NDDOT Out-of-State Travel Expenses Policy

Next 6 pages

Agency: North Dakota Department of Transportation
Author: Human Resources Division
Contact Person: Mike Sandal or Linda Kuether
Group: Personnel Policies
Category: Expenses and Travel
Policy Number: IV-3
Title: Out-of-State Travel Expenses
Original Date: 09/01/1976
Revised Date: 08/01/2009
Review By Date: 08/01/2010

OUT-OF-STATE TRAVEL EXPENSES

General Policy Guidelines

1. District engineers, division directors, and higher Department authorities are responsible for expense authorization and approvals in compliance with this policy. They may be subject to disciplinary action for violations that occur under their supervision and may be personally liable for any funds improperly authorized. (NDCC 44-08-05.1)
2. Managers and supervisors must authorize proper employee travel and protect the state's interests, taking into account:
 - a. Distance of destination from headquarters.
 - b. Contractor's schedule.
 - c. Type of project.
 - d. Safety.
 - e. Lodging and eating facilities.
 - f. Economic costs.
 - g. Energy conservation.
3. Employees who abuse the expense policy will be financially liable and subject to disciplinary action. (NDCC 44-08-05.1)
4. Whenever possible, state fleet vehicles or the airplane should be used for authorized Department activities. Two or more employees traveling to the same destination during the same period are expected to travel in one vehicle.
5. Employees who are working over 50 miles from the district, division, or section headquarters or their own permanent residence are encouraged to stay at approved housing at or near the work location.
6. A registration fee for a conference, seminar, or other meeting which includes meals may be paid by the Department. However, the employee cannot claim the

applicable quarter allowance for the meal which was included. Meals specifically included in a registration fee, or claims for meals attended at the request of the Department, will be reimbursed even if the city at which the meal is provided is the employee's normal work place. (NDCC 44-08-04) The employee must be authorized by the division director or district engineer to attend.

7. Reimbursement of travel expenses will be paid as an expense check. Taxes for any taxable expenses will be withheld from the next salary check.

Approval

Employees requesting out-of-state travel must process the Department of Transportation form "Out-of-State Travel Authorization" (SFN 19421). They should attach copies of letters or other supporting documents requesting attendance at the out-of-state conference, seminar, etc.

Note: When possible, employees should submit this authorization to travel out-of-state at least 30 calendar days before scheduled travel. This authorization should be processed before buying travel tickets.

If the authorization is for one person attending a meeting, and that person has traveled ten days or less in a fiscal year, the authorization is to be submitted to the appropriate office director for approval.

If the authorization is different than noted above, the authorization is submitted to the executive office for approval.

The white copy of the out-of-state travel form will be filed in the appropriate office director's office, including those approved by the executive office.

Employees may make necessary, same day, out-of-state trips without prior authorization if the destination is within 150 miles of the North Dakota border. Employees will receive reimbursement for expenses at in-state rates. For all other out-of-state travel, employees must use the following policies.

Mileage

If employees use private vehicles for out-of-state travel, reimbursement will be limited to the air and taxi fare or the normal out-of-state mileage rate, whichever is less.

When only one employee travels in a private motor vehicle, the employee is eligible for 55-cents per mile for 300 miles beyond the North Dakota border going to and from their destination. Reimbursement is limited to 18-cents per mile for the remaining miles.

If two or more state employees travel out-of-state in the vehicle, the owner of the vehicle can claim the 55-cent mileage rate for the entire trip.

Travel Days

When an employee asks to use alternative transportation (i.e., personal vehicle, train, etc.), the division director or district engineer may approve expenses for all or part of the 24 hours immediately before the meeting and the 24 hours immediately after the close of the meeting. The total expenses cannot exceed the total cost had the employee flown the best scheduled flight.

Meals/Lodging Reimbursement

Employees may be reimbursed for out-of-pocket travel expenses when they meet all of these requirements:

1. No receipts are required for meal expenses.
2. Meal allowances will not be paid where registration fees cover meals.
3. Must be in travel status for at least four hours.

For the purpose of computing expenses, each day is divided into four quarters. The time periods, meals, and expenses allowed in each quarter are:

1st quarter	6 a.m. to 12 noon	Breakfast 20% of GSA* daily rate
2nd quarter	12 noon to 6 p.m.	Lunch 30% of GSA* daily rate
3rd quarter	6 p.m. to 12 midnight	Dinner 50% of GSA* daily rate
4th quarter	12 midnight to 6 a.m.	Lodging (actual lodging expenses)

GSA (United States General Services Administration) out-of-state meal reimbursement rates are available on MyDOT; click on Employee Information & News; then click on OMB Fiscal Year Out-of-State Meal Rates.

Examples of travel schedules:

To be reimbursed for breakfast, the employee must be in travel status *before 7:00 a.m.*

To be reimbursed for lunch, the employee must be in travel status *before 11:00 a.m.* and at least until 1 p.m.

To be reimbursed for dinner, the employee must be in travel status *before* 5:00 p.m. On the return day of travel, dinner expenses will be paid if the employee is in travel status until at least 7:00 p.m.

Lodging

To be reimbursed for lodging expenses, the employee must furnish a lodging receipt that is clearly identifiable as acknowledgment of payment of a specified sum for a specified purpose. (NDCC 44-08-04)

When accompanied by a spouse on an authorized trip, the employee should have the hotel certify the room rate for a single person so that only the appropriate amount will be charged to the state.

If two state employees share lodging, the actual cost of the room must be split evenly and each must have a separate receipt which shows the amount each paid.

Telephone Call

Regular employees on authorized travel are permitted one telephone call per day to their city of residence, not to exceed five dollars per day. Those traveling at least three nights per month have the option of purchasing a calling card. **Employees must stay with one option per month.**

To be reimbursed for calls:

- the charge must appear on the receipt submitted for lodging or on a separate receipt in order to be claimed for expense.
- allowance for calls not made on one day cannot be carried forward for use on another day. Example: if an employee did not make a call on Monday, the employee cannot claim \$10 for calls made on Tuesday.
- an overnight stay is required; and a claim may only be made when an employee can claim the fourth quarter.
- claim for this expense may not be made for "free minutes" used on a personal cellular phone.
- emergency contact will be considered on a case-by-case basis by the division director or district engineer.

When using a calling card:

- employee may purchase one card per month.
- employee must have the receipt and record the purchase on their time sheet. (Code purchase of calling cards to Account Code 521065, Miscellaneous Travel.)

- employee may apply allowed amount to a higher priced card.
- supervisors will be responsible for monitoring use and determining if their employees are eligible.
- If an individual is out:
 - 5 nights or less, employee may purchase a \$10 card.
 - 6 nights or more, employee may purchase a \$20 card.
- If an employee purchases a prepaid card and loses or forgets it, he/she will have to pay for their own card while traveling.

Travel by Commercial Carrier

Costs of travel by commercial carrier are paid by the Department. Under normal circumstances, the Department will arrange for the purchase of tickets for the employee.

Employees who buy tickets with their own money and expect to be reimbursed by the Department must fly "coach" class and include a ticket stub or receipt with the claim for reimbursement.

Taxi Fares and Parking Fees

Employees will be reimbursed for necessary taxi fares. Receipts are required for reimbursement of each taxi fare in excess of \$10. (NDCC 44-08-04)

The Department will reimburse employees for parking fees for state vehicles if a receipt accompanies the claim.

Parking fees for personal cars may be claimed only with a receipt for parking at hotels or motels (when the fourth quarter is claimed), and airports.

For parking fees at the airport, the employee will be reimbursed for an amount totaling no more than the cost of a round-trip taxi fare from the office to the airport.

Miscellaneous Expenses

Receipts and an explanation are required for any miscellaneous expenses in excess of \$10. A detailed explanation is required on the time sheet for miscellaneous expenses of less than \$10.

Travel Advances

Employees who travel out-of-state for more than five consecutive days may receive a travel advance for meals and lodging expenses not to exceed 80 percent of the estimated expenses for that period. (NDCC 44-08-04) They must request an advance from the Financial Management Division 5 working days before the actual travel.

DISCLAIMER: North Dakota Department of Transportation (NDDOT) Personnel Policies are not intended as a contract of employment and do not constitute one. NDDOT may change, delete, suspend, or discontinue any policy or benefit described herein at any time with or without prior notice.

ATTACHMENT 9

Home Office Review

Next 9 pages

DBE HOME OFFICE REVIEW

North Dakota Department of Transportation, Civil Rights Division
 SFN 19733 (Rev 7-2006)

Home Office Reviewer Only: Before conducting the home office review, attach a copy of the firm's equipment list from the Schedule A-1 or A-2 application to this form.

Firm	Reviewed by	
Address	Date	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole-Owner	Owners	% Owned

NAME & TITLE OF PERSON(S) INTERVIEWED		

A. GENERAL

1. Where is the home office located?
2. Does the firm have branch offices? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. If yes, where are they located?
4. Are the offices: <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased
5. If leased or rented, provide the following:
a. From whom are the offices leased/rented? _____
b. In whose name are the lease/rental agreements? _____
c. What are the lease/rental amounts?
\$ _____ Weekly \$ _____ Monthly \$ _____ Annually

Verified By: Yes No

6.	Does the firm have any arrangements or agreements with other firms for any of the following? (Check all that apply and identify or describe arrangements.)
	Accountant:
	Address:
	Bank:
	Bonding company:
	Equipment:
	Estimator:
	Field employees:
	Lawyer:
	Management or technical assistance:
	Office, yard, or warehouse space:
	Office staff:
	Telephone:

B. FINANCIAL INFORMATION

1. What was the amount of each owner's initial investment in the company?			
a. Owner:	\$		
b. Owner:	\$		
c. Owner:	\$		
2. From where were the funds of each owner obtained to make their initial investment?			
a.			
b.			
c.			
3. Do any owners currently own or have investments in other companies? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4. If yes, identify the owner (include percent of ownership) and the company (include a brief description of the company and the type of work it does):			

5. What were the gross receipts of each owner for the last three years for this and any other companies they were affiliated with?			
a. Owner:	199	/200	\$
	199	/200	\$
	199	/200	\$
b. Owner:	199	/200	\$
	199	/200	\$
	199	/200	\$
c. Owner:	199	/200	\$
	199	/200	\$
	199	/200	\$
6. Are there any company held investments? <input type="checkbox"/> Yes <input type="checkbox"/> No			
7. If yes, are they: <input type="checkbox"/> Long term <input type="checkbox"/> Short term			
8. What is the amount of your accounts receivable? \$			
9. When do you recognize accounts receivable?			
<input type="checkbox"/> At percent of completion <input type="checkbox"/> At percent of time			
10. Do you have any doubtful accounts? <input type="checkbox"/> Yes <input type="checkbox"/> No			
11. If yes, what is the dollar value? \$			
12. Are any of your accounts receivable over 90 days old? <input type="checkbox"/> Yes <input type="checkbox"/> No			
13. Do you have any investments in inventory? <input type="checkbox"/> Yes <input type="checkbox"/> No			
14. If yes, describe:			
a. Type of materials: _____			
b. Approximate amount: _____			
Verified By: <input type="checkbox"/> Yes <input type="checkbox"/> No			

15. How is inventory valued?

- Lower of cost or market
- First in, first out
- Last in, first out

16. What are the sources of your lines of credit?

a. Name:	_____
b. Amount: \$	_____
c. Other:	_____

17. List current loans you have outstanding:

Name & Address of Holder	Amount of Original Balance	Present Loan Balance	Terms of Repayment	Maturity Date	Collateral Used	Interest Rate

18. For what were the loans made?

19. Who in your firm is authorized to negotiate loans? _____

- The note was signed by: _____
- The note was made out to: _____
- Randomly selected canceled checks (front and back) were reviewed for proof of payment:
Verified By: _____ Yes No
- The checks were signed by: _____

20. Is your firm bondable? Yes No

21. If yes, provide the following:

- a. What is your bonding rate? \$ _____
- b. What is the name of the company providing the bond? _____
- c. What is your bonding capacity based on? _____

22. How much liability insurance do you carry? \$ _____

23. What is the name of your insurance provider?

24. What is the length of your coverage?

25. In whose name is the policy?

Verified By: Yes No

26. Does your firm provide fringe benefits? Yes No

27. If yes, how are they paid?

28. Who prepares your payrolls?

29. How much is your payroll on an average? \$ Weekly \$ Monthly

30. How many employees are on the payroll?

31. Who is authorized to sign checks?

32. How many signatures are required?

Verified By: Yes No

33. List the salaries of each owner for each of the last three years?

a. Owner:	199	/200	\$
	199	/200	\$
	199	/200	\$
b. Owner:	199	/200	\$
	199	/200	\$
	199	/200	\$
c. Owner:	199	/200	\$
	199	/200	\$
	199	/200	\$

Randomly selected canceled checks (front and back) or draw slips were reviewed for proof of payment:

Verified By: Yes No

C. MANAGEMENT INFORMATION

1. Identify and describe the duties and responsibilities of each officer (include titles), partner, or sole-owner in the company:

a. _____

b. _____

c. _____

2. Where and how did each of the above acquire their experience and expertise in each of the areas they described?

a. _____

b. _____

c. _____

3. How many hours per day does each owner devote to the company?

a. Owner:	Hours
b. Owner:	Hours
c. Owner:	Hours

4. Explain how your financial statements and information are used in making management decisions: _____

5. If a corporation, complete the following:
a. How do the board of directors vote? Majority vote Percent of ownership
b. Has the majority owner ever been out-voted? Yes No

6. Who signs company letters?

Verified By: Yes No

7. Who does the bidding or estimating?

8. Who approves the bids or estimates?

9. Explain your process for estimate preparation and bid submission: _____

10. Who is authorized to sign contracts?

11. How many signatures are required?

Verified By: Yes No

12. Explain your process for entering into contracts and subcontracts: _____

13. How are job costs monitored? _____

14. Who attends Pre-Job Conferences?

15. If no one attends, why? _____

16. Who hires and fires office employees?

17. How many office employees do you currently have?

18. Who hires and fires project employees?

19. Approximately how many project employees do you have during peak construction?

20. Describe your hiring process: _____

21. Describe your termination process: _____

22. Do minority or female owners hold positions in or have employment relationships with any other firms? Yes No

23. If yes, provide the following:

a. Name of firm: _____

b. Type of work the firm does: _____

c. Duties and responsibilities in the firm (identify and indicate if an employee): _____

d. Number of hours per day each devotes to the other firm(s):

a. Owner:	Hours
b. Owner:	Hours
c. Owner:	Hours

D. PROJECT INFORMATION

1. Who are your superintendents? _____

2. What are their responsibilities? _____

3. What are their rates of pay? _____

4. To whom do they report?

5. For whom did they previously work?

6. Will they continue to work for you after this season ends? Yes No

7. How often do the superintendents communicate with you?
 Daily Weekly Monthly Other:

8. Do the superintendents work full-time for this firm during the construction season?
 Yes No

9. If no, for whom else do they work?

10. Do the project employees work full-time for this firm during the construction season?
 Yes No

11. If no, for whom else do they work?

12. With whom do they visit if they have a payroll problem? _____

13. How often are the superintendents on the projects? _____

14. How often are the owners on the projects? _____

15. How are employee salaries set? _____

16. Are any of your employees previous employers? Yes No

17. If yes, provide an explanation: _____

18. To whom are bills of sale for materials made out? _____

Verified By: Yes No

19. To whom are time cards submitted?

20. Provide the name and address of the individual or firm where the time cards are sent: _____

21. On what bank are payroll checks drawn?

Verified By: Yes No

22. Is this the bank the company normally uses? Yes No

23. If no, provide an explanation: _____

E. INFORMATION ON EQUIPMENT OWNED

For each piece of equipment on the firm's equipment list (attached), the following was verified:

<input type="checkbox"/> Quantity	<input type="checkbox"/> Capacity	<input type="checkbox"/> Purchase Date
<input type="checkbox"/> Description	<input type="checkbox"/> Serial #	<input type="checkbox"/> Purchase Price
<input type="checkbox"/> Name	<input type="checkbox"/> Age	<input type="checkbox"/> Book Value

By: _____

1. Who is authorized to purchase equipment? _____

2. Who negotiated the purchase of the equipment listed? _____

3. From where was the equipment purchased? _____

4. For any of the equipment purchased from someone other than a regular equipment dealer, provide an explanation: _____

5. In whose name are the titles?

6. Provide a list of license numbers and the type of vehicle for the equipment listed (where applicable).
7. In whose name are the vehicle license numbers?
Bills of sale, canceled checks (front and back), titles, and motor vehicle registration cards for randomly selected pieces of equipment were reviewed for proof of payment and ownership. Verified By: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
Vehicle license numbers for randomly selected pieces of equipment were verified with the Motor Vehicle Department: Verified By: _____ <input type="checkbox"/> Yes <input type="checkbox"/> No
8. Is there any additional equipment that is not included on the equipment list? <input type="checkbox"/> Yes <input type="checkbox"/> No
9. If yes, is the equipment: <input type="checkbox"/> Leased <input type="checkbox"/> Rented <input type="checkbox"/> Owned
10. If leased or rented, provide copies of signed lease/rental agreements.
11. If owned, provide proof of ownership such as bills of sale, titles, canceled checks (front and back), etc.

F. INFORMATION ON EQUIPMENT LEASED OR RENTED

For each piece of equipment on the firm's equipment list (attached), the following was verified:		
<input type="checkbox"/> Quantity	<input type="checkbox"/> Capacity	<input type="checkbox"/> Purchase Date
<input type="checkbox"/> Description	<input type="checkbox"/> Serial #	<input type="checkbox"/> Purchase Price
<input type="checkbox"/> Name	<input type="checkbox"/> Age	<input type="checkbox"/> Book Value
By: _____		
1. Provide copies of all signed lease/rental agreements.		
2. Who negotiated the agreements? _____		
3. Who signed the agreements? _____		
4. Do the lease/rental agreements address the following? (if no, provide the information for each piece of equipment on the list).		
a. Interest rate	<input type="checkbox"/> Yes	<input type="checkbox"/> No
b. Who is responsible for repairs	<input type="checkbox"/> Yes	<input type="checkbox"/> No
c. Whether it is a:		
(1) lease/rent	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(2) lease/purchase	<input type="checkbox"/> Yes	<input type="checkbox"/> No
d. Whether the equipment comes with an operator	<input type="checkbox"/> Yes	<input type="checkbox"/> No
e. Who pays the operator and the rate of pay	<input type="checkbox"/> Yes	<input type="checkbox"/> No
f. Who can hire/fire the operator	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g. Who supervises the operator	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5. In whose name are the lease/rental agreements? _____		

6. List any special conditions of the agreements: _____

Comments by Owner _____

NOTE THE FOLLOWING:

1. Names and types of nearby businesses: _____

2. Vehicles in parking lot (number and firm identification): _____

3. Office arrangements:
 a. Who has private offices? _____

 b. Who sits where? _____

4. Number and type of employees present: _____

5. Who dominated the conversation and responded to questions? _____

6. Who appeared to be in control?

7. Who controls finances, bonuses, income, outgo, etc.? _____

Interviewer's Comments: _____

Interviewer's Signature	Date
Owner's Signature	Date
Owner's Signature	Date
Owner's Signature	Date

ATTACHMENT 10

Interview Questions

Next 2 pages

DBE RFP INTERVIEW
RFP Number: 918-35/79-10-052
RFP TITLE: *DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUPPORTIVE SERVICES CONTRACTOR*

Business Name: _____

Evaluator _____ Date _____.

1. Could you start by telling us a little about yourself and how you got to where you are today?
2. Now tell us about your firm, how it got to where it is today, and where you see it going both in short term and in the long term.
3. Is your firm a DBE, certified by the NDDOT? If so, what areas are you certified?
4. Tell us about your current staff and which responsibilities under this RFP will be assigned to them.
5. Will you be subcontracting out any of the items under Description of Specific, Results-Oriented Tasks? If so, tell us to whom, which tasks they will be assigned, their expertise relative to those tasks, where they are located, etc.
6. Describe your experience with electronic bidding.
7. How many Business Development Plans have you done? What were the results? What was the ultimate goal of the plan? Securing a loan, a bid bond, or business reorganization?
8. Does your firm have a website? If so, provide the url. Who maintains your website?
9. Describe your current experience with ND DBEs on transportation-related projects?
10. Describe any previous experience you have networking with:
 - a. Minority Contractors Association
 - b. Women in Construction Association
 - c. Consulting Engineers Council
 - d. ND Tribal Governments
 - e. ND Department of Commerce
 - f. The Associated General Contractors of ND
 - g. The Center for Technology and Business
 - h. ND American Indian Business Development Office
 - i. USDOT – Office of Small and Disadvantaged Business Utilization
 - j. US Small Business Administration
 - k. Bank of ND

11. Tell us about your experience with the DBE program, regulations, and special provisions.
12. How many other projects will you be working on in addition to ours?
13. One of the tasks described is to set up a full-day training session. Describe your experience in this area.
14. Another major task is to conduct an annual needs assessment survey. Describe your past experience in this area.
15. The firm awarded this contract will be expected to provide detailed written reports and monthly billings. Describe previous experience in this area.
16. Confidentiality is critical to this contract. Describe similar previous experiences where you and your staff have maintained confidentiality.
17. Are you familiar with the ombudsperson concept? Describe what the term means to you. Describe previous experience serving as an ombudsperson.
18. Have you ever acted as an advocate for a group? If so, describe the services you provided?
19. 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.
20. Does your firm have a current DOT or federal audit?
21. Briefly describe why you are the best supportive services contractor for this project.
22. Any questions of us?

ATTACHMENT 11

DBE Orientation Checklist

Next 2 pages

DBE ORIENTATION CHECKLIST

NAME OF DBE FIRM:	CONTACT PERSON:
CONDUCTED BY:	DATE:

1. Have you ever bid on NDDOT projects?
2. If so, were you successful?
3. Are you currently working on a NDDOT project?
4. Do you plan on bidding NDDOT work in the next 6 months?
5. Are you interested in becoming a prime contractor?

State the following free technical assistance that can be provided to their company.

- Bonding, loans and financial planning
- Bookkeeping and recordkeeping
- Lease, rental, and purchase of equipment
- Development bid forms
- Interpreting plans and specifications
- Bidding and estimating
- Bid quote preparation
- Progress charts
- Resolving prompt payment/payroll problems
- Basic business management
- Subcontract agreements
- DBE replacement
- Recertification
- Brochure development
- General business development plans

Contract Procurement

- Dates of scheduled bid openings
- Notice of bidders
- Plans and specifications (availability and location(s) for review)
- Supportive Services Newsletter (available on Civil Rights webpage)
- Delivery of quotes to primes and DOT by mail, email, and fax
- DBE/contractor participation list

Give a brief review of the following:

- NDDOT's website and its features (Construction, bid opening, and Civil Rights programs)
- Special Provisions (Race Conscious and Race Neutral)
- Contractor Liaison Meetings
- Good Faith Efforts process
- DBE directory
- Qualified contractor's directory
- Request to add or delete DBE services
- Electronic bidding
- DBE training (discuss training, topics, and location (if any training is scheduled))
- Sign-in process for primes and subs over \$500,000
- Retrieval of this information for bidding or quoting purposes
- Emphasize turning in quotes timely and completing Form C