

STATE OF NORTH DAKOTA

**Department of Emergency Services
Division of State Radio**

PO Box 5511
Bismarck, ND 58506

Request for Proposal (RFP)

RFP Title: Computer Aided Dispatch
Acquisition, Licensing, Training, and Support Services

RFP Number: 540-DES-0801

Date of Issue: July 29, 2008

Purpose of RFP: The Department of Emergency Services, Division of State Radio of the State of North Dakota, is issuing this Request for Proposal for the purpose of selecting a qualified contractor to provide a Computer Aided Dispatch (CAD) system.

Offerors are not required to return this form.

Procurement Officer: Jackie Bosch

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SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The Department of Emergency Services (NDDDES), Division of State Radio ("State Radio") of the State of North Dakota, hereafter known as "State" is soliciting proposals for the purpose of selecting a qualified contractor to provide a Computer Aided Dispatch (CAD) system.

1.02 Contact Person, Telephone, Fax, E-mail

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

PROCUREMENT OFFICER: Jackie Bosch
PHONE: (701) 333-2068
FAX: (701) 333-2067
TTY Users call: 7-1-1
E-MAIL: jackie.bosch@us.army.mil

1.03 RFP Schedule

This schedule of events represents the State's best estimate of the schedule for this RFP.

The approximate RFP schedule is as follows:

- RFP Issued **7/29/2008**
- Questions, clarification requests, or objections due by 12 p.m. Central Time **8/11/2008**
- Responses to questions/RFP amendments (if required) **8/18/2008**
- Proposals due by 2 p.m. Central Time **9/8/2008**
- Demonstrations **10/14-17/2008**
- Proposal evaluation completed by approximately **10/31/2008**
- State issues Notice of Intent to Award a Contract approximately **11/4/2008**
- State issues contract approximately **1/14/2009**
- Contract start approximately **2/1/2009**

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original and seven (7) copies of its proposal in a sealed envelope or package.

Offerors must submit an electronic copy of their proposal on a CD.

One copy of the cost proposal is to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal." Do not include cost proposal information in the hard copy documentation of the overall proposal. Include an electronic copy of the cost proposal on CD (you may submit both technical and cost proposals on the same CD).

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

Department of Emergency Services
Division of State Radio
Attention: Jackie Bosch
Request for Proposal (RFP): Computer Aided Dispatch
Acquisition, Licensing, Training, and Support Services
RFP Number: 540-DES-0801
PO Box 5511
Bismarck, ND 58506

The State must receive proposals at the location specified no later than **2:00 P.M. Central Time** on **Sept. 8, 2008**. The State will not publicly read the proposals at the opening.

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

Offerors assume the risk of the method of dispatch chosen. The State 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 State to reject the proposal. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Offerors with a Disability

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

1.06 Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract (Attachment 2), and all attachments for defects, questionable, or objectionable material. All questions must be in writing submitted to the email address of the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which the State could not make an award. The State will disallow any protests based on the content of the solicitation, if the offeror does not bring these faults to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

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

1.07 Bidders List Registration Requirements

VENDORS MUST BE REGISTERED BEFORE CONTRACT AWARD

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

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list for this solicitation is commodity code(s) 208-37, 208-53, 208-57, 209-49.

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

The successful offeror must register and become approved within 30 calendar days from the date of the Notice of Intent to Award. If an offeror fails to become an approved vendor by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and the State will reject its proposal.

1.08 Pre-proposal Conference

The State will not hold a pre-proposal conference for this RFP. The State advises offerors to

carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09 Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to submit a letter of interest to the procurement office at the following e-mail address:

jackie.bosch@us.army.mil

Include the name of the firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide the State with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

1.10 Notice Provided

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

The Request for Proposal and any amendments to the RFP will be posted on the following website: <http://www.nd.gov/spo/vendor/>

1.11 News Releases

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

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

Background information concerning this project is as follows:

PROJECT OVERVIEW

State Radio is seeking to procure a turnkey, map-centric, highly available, reliable, user-friendly, scalable and powerful Computer Aided Dispatch (CAD) system that will provide State-wide dispatching functionality. The complete turnkey system sought in this procurement shall include all software, installation, testing, training, and maintenance services, with optional hardware components and potential value added components. The system sought in this procurement shall also meet State Radio's current and future dispatching needs. The chosen system will support dispatch activities at State Radio's existing State Radio dispatch center.

State Radio will only entertain proposals that include established Computer Aided Dispatch solutions that are operational and fully accepted in similar multi-site configurations. State Radio requests that at least three other comparable systems be referenced in the bidder's response. Proposed systems should embrace the opportunity and ability to support requirements through upgrades instead of total systems replacement.

State Radio reserves the right to purchase the best price-performance system, which may not necessarily be the lowest-priced system. A completely customized system is not desirable. State Radio would rather select an off-the-shelf system that can be tailored through tables and parameters to meet the requirements specified in this RFP.

PROJECT ENVIRONMENT

1. Current Dispatch Operations

State Radio dispatches Highway Patrol, and performs as 9-1-1 answering point for 22 of 53 counties, and the back up for the other 21 Public Safety Answering Points (PSAPs) as well as dispatching and coordinating other resources from the dispatch center. State Radio does not currently use a bona fide computer aided dispatch system. Response resources are tracked manually using written notes and incident cards (Oracle reports and forms database). State Radio has responsibility for a number of dispatching functions in the State including:

- Receiving call transfers from PSAPs for incidents occurring within State Radio's area of jurisdiction.
- Collecting detailed call information for reported incidents.
- Dispatching fire and medical resources to reported incidents.
- Dispatching patrol officers to reported incidents.
- Incident reporting to Emergency Management officials (Web EOC).
- Monitoring the activities of patrol officers.
- Assisting local jurisdictions as needed by assigning and monitoring patrol officers involved in special task forces.
- Assisting with the Bureau of Criminal Investigation, by dispatching officers as needed when requested for criminal case activities.

State Radio accomplishes these dispatching tasks from one dispatch center located in

Bismarck. State Radio does not currently use a Computer Aided Dispatch system. Several software tools have been developed to assist in dispatching and records management activities, and provide access to various state and national databases and applications. The new Computer Aided Dispatch system will have to interface with the Computer Projects of Illinois (CPI) message switch to have access to these systems.

The State Radio dispatch center serves as the answering point for the following telephone lines.

- a. 4 – “800” Lines
- b. 5 – Administrative Lines
- c. 12 – 9-1-1 trunked lines with ANI/ALI information

The State Radio dispatch center dispatches calls from these lines to the appropriate Patrolman or responder.

The State Radio dispatch center is staffed by five dispatchers with the capability to go to eight 24/7. The State Radio dispatch center is equipped with eight dispatch workstations. Stand-alone PCs are used to access various law enforcement databases (e.g., Federal/State/local warrants, etc.). Patrol resources are tracked manually by dispatch personnel by using written notes and incident cards (Oracle reports and forms database).

2. State Radio Standards and Preferences

The State has standardized on the following:

- E-mail: Exchange.
- Message Switch database: Oracle 9.2.0.5.0, with plans to upgrade to Oracle 10.
- Databases: Oracle.
- NCIC Queries: Open Fox Messenger and Premier MDC
- Inter-facility connection: State’s T1 Frame Relay.
- Remote access: Cisco.
- Microsoft (.NET, Windows 2000/XP/Vista and active directory).
- Dell hardware platforms for mobile data.
- Message switch operating system IBM AIX (UNIX).
- Cisco routers.
- Cisco switches.
- Motorola paging system.
- Zetron phone system.
- Eventide recorder.
- Motorola Centracom Gold Elite radio system, serving 36 tower sites statewide.

3. Dispatch Center Statistics

Approximately 24,000 emergency calls for service are received annually. State Radio currently has eight work stations with administrative rights. There are approximately 150 Highway Patrol Troopers statewide. CAD would exist at the Bismarck location at first, with an ability to expand to additional jurisdictions in the future.

Table 1 displays the statistics available for the dispatch center (next page).

Table 1 – Dispatch Center Statistics:

Parameter/Statistic	June 2003 – July 2005	June 2005 – July 2007	2006	2007
NLETS NCIC messages sent	--	--	368,256	404,678
NLETS NCIC messages received	--	--	559,869	615,241
Total Incident Reports	--	--	18,101	19,231
Highway Patrol Mobile Data Terminals (MDTs)	--	--	107,860	377,111
other MDT Users Utilizing State Network	--	--	107,472	369,677
9-1-1 calls received			15,500	16,800
22 county 9-1-1 Medical calls	4,457	4,721	--	--
22 county 9-1-1 fire calls	1,671	1,689	--	--
22 county 9-1-1 Law enforcement	10,207	10,822	--	--

The proposed system shall provide growth capacity to support State Radio for the next ten years assuming a call volume growth rate at 10% per year.

State Radio presently utilizes a variety of tools to dispatch law enforcement. They include:

- Voice communications
- Mobile data
- Telephones and telephone paging
- Radio paging

2.02 Technical Overview

STATE OF NORTH DAKOTA TECHNICAL ARCHITECTURE

North Dakota State Government Technical Environment

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

Desktop Environment

The *de facto* desktop standard is an Intel platform running some variety of Windows. Windows 2000 and Windows XP are the most common. Agencies are beginning to pilot Windows Vista Professional with future plans to migrate as hardware and software compatibility matures.

Network Services

ITD provides both local and wide area network services for State Government. All LAN segments are switched 100 megabit Ethernet networks. The Fargo and Bismarck metropolitan area networks are gigabit fiber based while the majority of WAN connectivity is obtained via ATM T1s. The core of the WAN consists of a SONET ring. End User support is provided through a central help desk; this service is available 24x7x365.

Directory Services

ITD provides a single Active Directory network domain that provides agencies with a single network sign on and offers push technology for the distribution of applications to user workstations while allowing for ready management of the network and local control. All agency computers utilizing the state's Active Directory are members of the state forest, NDGOV. Each agency comprises an Organizational Unit (OU) within NDGOV. ITD provides the necessary Domain controllers and Global Catalog servers for authentication services.

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

Hosting Services

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

- an IBM z800 mainframe running zOS version 1.6,
- an IBM iSeries, model 820 running OS version 5.3,
- Windows servers with Windows 2003 Server being the preferred OS; although a significant number of Windows 2000 servers remain,
- Sun Solaris servers, and
- Intel RedHat Linux servers.

End User support is provided through a central help desk; this service is available 24x7x365. The z800 mainframe provides CICS for transaction management.

Database Services

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

- Software AG's Adabas is hosted on the z800 mainframe and Linux,
- IBM DB2, version 8.2 which is hosted on the z800 mainframe and Linux,
- Oracle 9i and 10g which are hosted on Sun Solaris clusters, and
- Microsoft SQLServer 2000 and 2005 which are hosted on Windows 2003 Server clusters.

ITD provides both test and production database environments and dedicated, or stand alone, installations of these databases are actively discouraged.

Web Environment

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

EDMS Environment

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

- FileNet P8 version 3.5
 - Content Manager
 - Business Process Manager
 - Forms Manager
 - Records Crawler

- Cardiff LiquidOffice
- Cardiff Teleform

Data Backup

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

Email Environment

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

- Microsoft Exchange 2003
- Lotus Domino 6.5
- POP3 server

There are approximately 6,500 users on the Exchange Environment consisting of two Front End servers and two Back End servers. The Lotus Domino Environment hosts roughly 2,200 users on three Domino-clustered Mail servers. The POP3 server is a Linux (Sendmail) based server with approximately 2,000 users. Each of the platforms uses its own SMTP stack with the Exchange Environment routing off the Front-Ends. The future plan is to migrate Lotus Domino users over to the Microsoft Exchange Environment.

Geographic Information System (GIS) Environment

ITD provides a database and web infrastructure for hosting GIS data and applications. Data are stored on ITD's SAN and are served to agency GIS desktop software and applications using Oracle and ESRI's ArcSDE which are hosted on a dedicated Sun server. Applications and web services based on ESRI's ArcIMS are hosted on WebSphere. ArcIMS and Safe Software's FME are hosted on dedicated Windows servers.

2.03 State Standards and Hosting Requirements

The State requires all information technology purchases to comply with the State's information technology standards unless the agency receives a waiver. ND State Law also requires that the State's Information Technology Department (ITD) host all information technology systems unless a hosting exemption is granted. Interested parties may find information regarding the State's information technology standards at:

<http://www.nd.gov/ea/standards/>

2.04 Budget

Payment for the contract is subject to funds already appropriated and identified for the biennium ending on June 30, 2009. Funding past June 30, 2009, is dependent upon new appropriation.

The State may terminate or modify the contract by agreement of both parties in the event the State is unable to obtain funding and/or continue funding at sufficient levels from federal, state, or other sources.

SECTION THREE -SCOPE OF WORK

3.01 Scope of Work

The Department of Emergency Services (NDDDES), Division of State Radio (“State Radio”) of the State of North Dakota (hereinafter referred to as the State), is soliciting proposals for a turnkey Computer Aided Dispatch System (System). Proposals shall include a turnkey System that conforms to the requirements of this RFP, includes all vendor-required project management costs, all vendor-required travel and shipping expenses, and vendor-supplied business analysis, system design, equipment installation, equipment testing, training, and maintenance services, and shall be fully configured to support State Radio’s dispatch operations at the time of System implementation.

State Radio requires a System that will meet their current needs and will have the capacity to support upgrades and expansion to ultimately accommodate interoperability of state and local jurisdiction System resources. The challenge will be to acquire a System which includes at least the base functionality with customized tables needed for the allotted budget, while also including costs for project management and risk reserves.

It should be noted that the State’s vision is to implement a CAD joint network with other agencies in the future to accomplish seamless interoperability. Therefore, vendors should indicate whether the proposed solution will integrate with other CAD systems if deemed necessary in the future.

State Radio does not have an existing CAD database. There is legacy data that resides on the current Oracle database that will be required to be converted to populate CAD. It will be necessary for CAD to identify historical data regarding individuals and addresses with current calls for service. All data will be migrated to CAD from the existing Oracle database. The vendor will complete the conversion, including preparing data extracts in the proper format, reviewing and correcting conversion errors, and approving all final data sets.

3.02 Definitions

Priority definitions: For purposes of the table, the following definitions shall apply:

Core - Requirements without which the product may as well not be implemented at all; it will be of no use to the State

Essential – Requirements for which a short-term work-around could be developed, but over the long run, the requirements have to be there.

Desired – Requirements which may be precious to certain constituencies, but without which the product will function just fine.

Requirement type definitions:

Technical – Requirements that impact the product infrastructure and define the technical constraints or conditions under which the product must perform.

Consulting – Requirements to enable best-practice considerations by the NDDDES and impact customizations to specifically satisfy the needs of the NDDDES.

Operational – Requirements that impact operations and support that define those “behind the scenes” functions that are needed to keep the product operational over time.

Functional – Requirements that impact the business process and define those features of the product that will specifically satisfy the needs of the NDDDES.

Transitional – Requirements that impact implementation and define those aspects of the product that must be addressed, to define responsibilities or roles of the NDDDES or the vendor in order for the product to be successfully implemented and supported.

Other definitions:

Administrative Workstations – Workstations for administrators, which include maximum rights and reporting capabilities.

Full Access CAD Workstations – Workstations for dispatchers.

Tactical Map – A mapping application that is incident based, should be able to zoom into the incident, with the capability to locate resources (e.g., water sources, responders, hazmat locations).

3.03 Information Technology Solution

A. Introduction

Following is a table defining the solution requirements. The table is followed by a series of requests and questions related to the solution requirements. Clearly and concisely respond to the questions, describing how your product and/or company meets each requirement in this section. A simple “yes” or “no” response is not sufficient; follow with an adequate explanation of your solution’s “fit” to the situation.

A vendor may be expected to further explain or demonstrate their product or any proposed features.

B. Technical Requirements

Type	Requirement	Priority
Technical	Operates within the parameters of the ND Technical Architecture referenced in Section 2.02	Core
Technical	Uses Global Justice XML, or GJXDM, at a minimum	Core
Technical	Meets security requirements for FBI, CJIS, Security Manual 4.4, as well as Technical upgrades (TOU’s)	Core
Technical	Interfaces with the following sub-systems and components: A. E-mail: Exchange. B. Message Switch database: Oracle 9.2.0.5.0, with plans to upgrade to Oracle 10. C. Databases: Oracle. D. NCIC Queries: Open Fox Messenger and Premier MDC E. Inter-facility connection: State’s T1 Frame Relay. F. Remote access. G. Microsoft (.NET, Windows 2000/XP/Vista and active	Core

	<p>directory).</p> <p>H. Dell hardware platforms for mobile data.</p> <p>I. Message switch operating system IBM AIX (UNIX).</p> <p>J. Motorola paging system.</p> <p>K. Zetron phone system.</p> <p>L. Eventide recorder.</p> <p>M. Motorola Centracom Gold Elite radio system, serving 36 tower sites statewide.</p>	
Technical	Support for multiple WANs – If a separate network is established for accessing NDLETS/NCIC/NLETS in the future, query and responses to these interfaced systems would be available should connectivity between the main CAD server and a remote dispatch center be lost.	Desired
Technical	<p>Automatic Synchronization – Once communications between a dispatch center and the main CAD server are reestablished, the remote dispatch center’s databases and the main CAD server’s databases would automatically be synchronized. That is, all of the data and transactions that occurred while the communication lines were inoperable would be stored locally at the remote dispatch center and automatically transferred to the main CAD server once communications are reestablished.</p> <p>Relevant information and transactions stored in other State Radio Dispatch Centers would also be transferred to the Dispatch Center that was off line once communications are reestablished. Some manual intervention to cause the synchronization will be acceptable to State Radio. However, reliance on paper and pencil or some other manually intensive efforts would not be acceptable.</p>	Desired

C. Functional Requirements

Type	Requirement	Priority
Functional	Generates incident-based reports that go out to patrol cars	Core
Functional	Security features allow the ability to secure by group (e.g. flexible access control)	Core
Functional	Ability to track and manage issues or incidents	Core
Functional	Ability to track and report on performance measures or statistics	Core
Functional	Show summaries of the current status of all events and resources in the system	Core
Functional	Ability to support map based situation displays	Core
Functional	Ability to track and report on unit status	Core
Functional	Order of Data Entry -- Product allows State Radio to enter detailed notes in the Call for Service Screen before entering a call type. It must be possible to permanently store/save an incident even though an incident type has not been entered. It must be possible to share an incident’s information before an incident type is entered. Manual routing of the incident may be required to share that information, but it shall be possible for other dispatchers and call takers to view the detailed narrative information before a call type is entered.	Core

Functional	Interoperability with other CAD systems – it must be demonstrated that the proposed CAD system have the capability of integrate with other CAD systems in multiple jurisdictions.	Core
Functional	Time synchronization within the CAD system, including Mobile Data Terminals (MDTs), when incidents are reported. Then share the time synchronization with its subsystem	Core
Functional	GIS Mapping Requirements: Bidder must be able to provide a mapping application that provides a geo-reference of 911 calls, incidents, AVL locations, and which complies with State mapping capabilities. The application should display base-map data, including various layers such as road data, political boundaries, water features, etc. Examples of statewide data are available from the North Dakota GIS Hub, please see www.nd.gov/gis for more information. <i>(Because of potential state mapping initiatives, the bidder-provided capability may only be an interim solution.)</i>	Essential
Functional	Seamless Access to CAD Information – the proposed system is to be a state-wide, seamless CAD. Seamless capabilities must include at least the following capabilities: 1. Handoff of an incident from one dispatch center to another without having to create a new incident. For example, State Radio routinely dispatches blood and other critical material transports across the State. It shall be possible for Patrolman A (Dispatch Center A) to hand off management of the incident to a different Patrolman (Patrolman B at Dispatch Center B) as the officers transporting the materials arrive near or at the border between the two Patrolmen. At the same time it must be possible for staging information (comments, unit assignments, etc.) to be entered by Patrolman B into their CAD system and for that information to be visible by Patrolman A at Dispatch Center A. Likewise, it must be possible for Patrolman A to enter information into their CAD system and have that information immediately be available for review at Patrolman B at Dispatch Center B. Patrolman C at Dispatch Center C must also be able to view the entire incident’s record and to enter information into the record at the same time as Patrolmen’s A and B are. 2. Duplicate incident detection functionality – duplicate incident detection available across Patrolman and dispatch center boundaries. That is, the proposed CAD system completes a duplicate search analysis and reports potential duplicate calls when the calls are entered into the CAD system by different Dispatch Centers. Often calls for services that are located on interstates near the boundary of two or more dispatch centers will be reported to more than one dispatch center. Based on the calls’ proximity to each other and their nature codes, the proposed CAD system should identify potential duplicate calls regardless of which dispatch center they are entered into. 3. Multiple Dispatch Centers working the same call – system allows for more than one dispatch center to enter information,	Essential

	<p>assign/dispatch units to, and perform other CAD functions on a single incident. All Dispatch Centers working the call may view each other's information in near real time without having to ask for or send the information. Data sharing occurs automatically. The statewide map displays relevant information from all the Patrolman and dispatch centers working the call including the call's location and all units working the call regardless of their managing/home dispatch center.</p> <p>4. Sharing units – system allows the transfer of control of one or more units/resources from one Patrolman to another even if the two Patrolmen are managed by different dispatch centers.</p> <p>5. The bidder must identify the required bandwidth to support a seamless integration of the CAD system among 21 PSAPs and State Radio.</p>	
Functional	Ability to integrate with a third party Records Management System, e.g. file transfer, at a minimum	Essential
Functional	The system includes an automated data output for recurring reports of accidents or events related roadway data across the state for Interstate, U.S. and State highways. An interface allows the data reported to be configurable by the system operators to allow for control of sensitive information. The interface includes the ability to select the recurring time interval (every 2, 3, 5, 10 minutes, etc.) of data generation and dissemination to the server. In both cases, once parameters are selected and set within each interface, the data meets these selected requirements for each report until changed by authorized personnel. At a minimum, the data reported includes highway identification, location, lane(s) affected, start time, estimate end time, emergency equipment and/personnel en route or on site, and current status of roadway (i.e. closed, blocked lane, delays, etc.) The data should be in an xml format.	Essential
Functional	WAN Interruption Requirements – system allows any of the Dispatch Centers to continue operations, including incident creation and data entry, address/location validation, unit assignment, status update, tactical map display functions, and other CAD system functions, even though connectivity to the Central CAD server is lost. Currently, State Radio's WAN would be used to provide access to NDLETS/NCIC/NLETS as well as to the main CAD server. As such, access to NDLETS/NCIC/NLETS and other interfaces that are dependent on the central server may be lost if the network is not in operations. However, all other CAD functions would continue to operate normally should the communications link be lost.	Desired
Functional	Autonomous and Seamless Operations – Of particular concern to State Radio is the ability to share call for service, unit assignment, and other critical CAD information between CAD workstations located in a Dispatch Center that has lost its communications with the main CAD server. That is, the CAD system at each dispatch center should have the capability to run autonomously should communications with the Central CAD	Desired

	server be lost. However, a central CAD database and the ability to share information between all of State Radio's dispatch centers in near real time would also be provided. In other words seamless as well as autonomous CAD operations are required across all of State Radio's Dispatch Centers.	
Functional	Ability to track and search All Points Bulletins (APBs) for wanted/missing persons and stolen property statewide.	Desired
Functional	Specifying Unit Locations – Automatic Vehicle Location (AVL) capabilities will not be initially available, nor will these capabilities be available for all State Radio resources at all times. Budgetary constraints, satellite visibility, wireless network access, and other factors may preclude AVL information from being available in the CAD system for one or more units. Nevertheless it is critical to State Radio that the proposed CAD system provides an easy to use, efficient means of updating a unit's location without relying on AVL information. The system should allow State Radio to update single and multiple unit locations, with minimal key strokes, from a command line function. If the unit's location is updated via a separate function (e.g., it arrives on scene at an incident's location which is known to the CAD system), that information should be used to update the unit's location. The Unit's last known location must automatically be displayed on the Tactical Map Display regardless of whether AVL capabilities are implemented in the proposed CAD system.	Desired

D. Value Added Features

Please describe any value added features, including functionality, products, services, or upgrades, that are not part of the proposed CAD system.

E. Software Licensing

The Computer Aided Dispatch system shall accommodate remote workstation connectivity to facilitate 32 dispatch center workstations and five administrative workstations. (See Table 2 – Computer Aided Dispatch Workstation Quantities by Location, below). The remote Computer Aided Dispatch workstations shall provide management and tactical capabilities similar to the dispatch center workstations. Additional unit pricing for Computer Aided Dispatch licenses is to be provided for future growth.

Table 2 – Computer Aided Dispatch Workstation Quantities by Location

Dispatch Center Full Access CAD	Full Access CAD Workstations	Administrator Workstations
Bismarck	8	3
Highway Patrol	24	2
Mobile Data Terminals (MDT's)	150	0
Totals	182	5

Please propose the licensing options available and recommend the advantages of those various options. For example, licensing options may include per-user, per-server, concurrent users, or enterprise-wide.

F. *Compatibility with State Standards and Existing Technology*

Describe how the proposed solution including products and services is compliant with the State Radio Standards and Preferences in Section 2.01.1 and the State's information technology standards as referenced in Sections 2.02 and 2.03.

Indicate whether the State can host the proposed solution on the State's architecture as described in Section 2 and any additional infrastructure that the State would need to acquire for the proposed solution.

G. *Professional Services Requirements*

Training on all system functions will be provided by the Contractor prior to commencement of the reliability test period. Training will include sufficient information and experience to familiarize system users, system administrators and maintenance personnel with system features and operations for their particular assignments. Training will include, at a minimum, hardware operation, operating system maintenance utilities, and application software features. All training, other than system administrator training, will take place within State Radio facilities. In no case will ad-hoc or demonstration-only training be considered adequate to fulfill the training requirement for any operational level position.

All training will be performed using document-based training materials. Such documentation, at a minimum, will include hardware user manuals, software operational texts, and tutorial examples.

Since State Radio intends to conduct all subsequent line-level training internally, it shall be necessary for the Contractor to grant State Radio permission to reproduce any and all training materials for purposes of training State Radio personnel. To the extent possible, all such training materials should be made available in camera-ready form, and where possible, in electronic format. All operational tasks to properly operate and maintain the total system will be included in such training.

COURSE REQUIREMENTS

Bidders shall provide the following information for each course that is proposed:

- A. Describe the qualifications of the bidder's training instructors.
- B. What is the length of each course, how many hours?
- C. What materials will the bidder provide for each attendee?
- D. What prior preparation (if any) does the bidder recommend for each training course?
- E. Location of Training (Unless there are extenuating circumstances, all training must be provided in-house not at the bidder's facility).
- F. What training will be available after the system installation? What will be the cost to State Radio for such continued training and for what length of time after installation?

COMPUTER AIDED DISPATCH TRAINING

Training tasks shall include, but not be limited to

- A. Applications software features.
- B. Ad-hoc report generation and data query.
- C. System parameter definition.
- D. User definition and maintenance.
- E. Security definition and management.
- F. Backup creation and maintenance.

- G. Installation and re-location of terminal devices.
- H. Operation and maintenance of printing devices.
- I. First level device troubleshooting.

State Radio will provide acceptable classroom space for training sessions. All instructional materials, media presentation devices, presentation media, and course instructors will be provided by the Contractor. Student to instructor ratios for any specific training session will be no greater than 12 to 1.

In addition to formalized training programs, bidders shall list any electronic utilities that provide an on-line or off-line training environment. The nature of such utilities shall be presented, along with the content of such courses. These utilities should simulate operational scenarios using live parametric data wherever possible.

In addition to initial training for 32 line level positions, State Radio will require the Contractor to provide a train-the-trainer level course for user training. State Radio recognizes the economy of such course methodologies; however, it is also recognized that few operational or supervisory level personnel have educational experience or backgrounds. Such train-the-trainer courses shall include a minimum of 16 hours of training on proper teaching methodology and practice to be used in a continuing education level environment, in addition to whatever training is needed for course fulfillment.

State Radio anticipates up to 12 individuals would obtain train-the-trainer training. If a more effective or efficient training approach is recommended (i.e. centralized training), bidders are encouraged to propose this as an option.

SYSTEM OPERATIONS

Training shall result in satisfactory operation of the system, to include all of the system capabilities. Training in Computer Aided Dispatch operations shall include all operating positions. Such positions shall include: (first) system administrators and dispatch supervisors; (second) dispatch supervisors and dispatchers; (third) dispatcher-specific during implementation. Common functions include system functionality, terminal setup, system login, electronic messaging, and security procedures. Specific minimum position level training includes:

A. 20 Dispatchers:

1. Incident status display and select.
2. Unit status display, recommendation, and override.
3. Status update.
4. Informational query.
5. TDD display and operation.
6. Position routing.
7. Tactical map display.
8. Enhanced 9-1-1 ANI/ALI information display and input (future capability).
9. Incident creation codes/procedures.
11. Routing recommendation and override.

B. Up to 12 Dispatch Supervisors / Train the Trainer:

1. All of the above Call Taker and Dispatcher functions.
2. Operational parameter maintenance.
3. Supervisor monitor and override functions.
4. Failure mode recognition and corrections.

5. Call Receipt and Status reporting.
6. Inquiry functions.
7. Messaging functions
8. Hazards file utilization.
9. Specific investigational maintenance functions.
10. Activity reporting functions.
11. Personnel scheduling functions

C. 8 System Administrators:

1. Security concepts.
2. System features.
3. User definition and maintenance.
4. Monitor functions and reports.
5. Backup procedures.
6. Failure mode procedures.
7. Database concepts.
8. Report generation mechanisms.
9. Records creation and update functions.
10. Geo-file/MSAG maintenance.

H. Project Management Requirements

To ensure stability, transparency and quality throughout this CAD implementation, the State requires that the vendor assign a dedicated project manager to the initiative, and also to have established project management processes for ensuring a successful product implementation.

Parameters for project management:

- Project+, CAPM or PMP certification preferred
- The project manager's primary assignment must be the North Dakota CAD initiative
- The project manager must work with the State's internal project management to abide by State project management guidelines and related legislation concerning the oversight of large projects (see <http://www.nd.gov/epm/> for details). Specifically, mandatory requirements are described in Standard STD009-05, and the project management guidebook describes the State's project management expectations.

The State expects that any vendor that builds and deploys CAD solutions of the magnitude requested in this RFP should have mature project management practices that will help ensure a successful product installation.

Describe your company's methodology pertaining to Project Management and how you will provide project management of the full lifecycle of this project.

I. Quality Assurance Requirements

This project requires the establishment of a quality control system by the Contractor to ensure that hardware and software supplies and/or services meet the expectations of the State.

Please describe any standard quality practices your company adheres to, and how quality will be ensured throughout this project.

J. Contract Schedule / Deliverables

Please provide a detailed contract schedule as part of the proposal. Minimum schedule / deliverable items include:

- A. CONTRACT START DATE
- B. PROJECT "KICK OFF" MEETING DATE
- C. DELIVERABLES WITH DUE DATES, FOR EXAMPLE:
 - I. FUNCTIONAL ANALYSIS
 - II. WORK PLAN
 - III. SYSTEM DESIGN DOCUMENT
 - IV. DATABASE DESIGN DOCUMENT
 - V. HARDWARE AND SOFTWARE INSTALLATION
 - VI. TRAINING MANUALS AND TRAINING SESSIONS
 - VII. TESTING PLAN
 - VIII. TESTING AND DEFECT REPORTS
 - IX. DATA CONVERSION
 - X. PRODUCTION IMPLEMENTATION
 - XI. STATUS REPORTS / MEETINGS
- D. PROJECT END DATE
- E. PROJECT CLOSE OUT ACTIVITIES AND DATES

K. Industry Standards and Certification

Describe your company's ability to abide by the LEISTC CAD Standards.

Describe your product's ability to meet the Federal Information Processing Standard (FIPS) #140-2 (e.g., encryption to the patrol car and back).

Abide by the current NCIC Security Manual.

In combination with FIPS, please explain whether the product is Section 508 compliant (e.g. does the product meet American Disabilities Act requirements for accessible web development?). State requirements are described as follows:

In accordance with the American with Disabilities ACT (ADA), Title 1 the state of North Dakota as an employer must make reasonable accommodations necessary to enable an employee with a disability to perform the essential functions of a position unless doing so poses an undue hardship.

Additionally, Title II of ADA requires that a public entity must make reasonable modifications to its services or programs to enable qualified individuals with disabilities to participate unless the modification would fundamentally alter the nature of the public program, service or activity. Also, the public entity must take appropriate steps to insure that communications, including internet communications with people with disabilities are as effective as communications with others unless those steps would fundamentally alter the nature of the public activity or pose undue financial or administrative burdens.

L. Location of Work

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

Department of Emergency Services
Division of State Radio
Fraine Barracks Lane, Building 35
Bismarck, ND 58504

The State will provide workspace for the contractor.

The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for proposed number of people to make the proposed number of trip(s) to Bismarck, North Dakota. Travel to other locations will not be required.

M. State-Furnished Property/Services.

The State will provide network connectivity, telephone facilities, and office space. The State will also provide on-site training facilities.

N. Contractor-Furnished Property

The Contractor shall supply PC equipment and tools needed for project management and the project's completion.

The Contractor shall supply a CAD System and all needed software components.

The Contractor shall supply instructing personnel with training and experience on the equipment supplied under these specifications, and all the necessary instructional materials. All manuals, handouts, and other printed materials shall become the property of the attendees.

The Contractor shall provide all materials and equipment necessary to perform the training, and shall utilize actual System equipment.

The training manuals shall contain, but not be limited to:

- A. A section defining the capabilities of the software and equipment (specifications).
- B. A section describing the technical operation of the equipment.
- C. A section pertaining to workstation user instructions.
- D. A section describing the system installation, maintenance, programming, and operation of the equipment.
- E. An electronic version in addition hard copies.

3.04 Product Support and Customer Service Requirements

A. Warranty

The offeror shall include in this section a copy of the proposed hardware, firmware, and software warranty offered for the system.

B. Technical Support

The proposed system must provide full support for mobile data; including API's for two-way, real-time data transfer of call-for-service and status information to the mobile digital system.

Vendors must fully describe support for mobile digital data and include this in any cost proposal.

Describe your technical support option(s).

Please describe 1-year, 3-year and 5-year support options.

Is onsite support an option?

Are both on-line knowledge base help and user manuals available?
Explain.

Describe a test environment that would be included in addition to the production environment.

What documentation is available for the system, both from the IT perspective and the user perspective?

Please address the amount of staff time required managing the software and administering the system on an ongoing basis?

Is your support staff located at a call center?

What are your support hours?

What are your response times?

C. Software Maintenance

Describe in detail how software maintenance is handled.

Describe your remote support requirements.

Does maintenance include all upgrades and technical support?

Describe any software maintenance requirements.

Describe the process for issuing maintenance releases and patches?

Describe your update and release cycles.

What is the frequency for major and minor upgrades?

What is the down time that may be required?

What is the estimated level-of-effort required to perform an upgrade?

Explain the recommended process for upgrading and applying patches to your solution.

If database schema extension is required to meet the business need, how does this impact the upgrade/patch process?

How are the customizations and/or configurations maintained during an upgrade?

3.05 Experience and Qualifications Requirements

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

To be considered as an offeror, firms must have a demonstrated knowledge of the application. Key and anticipated support personnel to be employed on the project shall be identified and corresponding resumes provided. The assigned staff must be identified and have installed and made operational at least two systems of the type proposed, including all related subsystems. Contacts for selected references shall be provided.

The State may require contracted staff and subcontractors assigned by the contractor to perform work under the contract to submit a criminal history record check in accordance with N.D.C.C. 54-59-20 and 12-60-24, and in accordance with FBI CJIS Security Policy 4.4. The State shall have the right to reject any individual assigned to perform work under this contract if, in its sole discretion, it determines that the results of the criminal history record check make the individual unacceptable.

The background investigations that may be performed are:

- 1) Criminal History

The vendor shall also provide a proposed organizational chart for this project indicating relationships and responsibilities.

SECTION FOUR - GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date beginning on or around January 2009, and a project schedule in line with the offeror's proposed completion timeframe for the analysis, design, production, delivery, and stabilization of the system. The contract shall include support and maintenance for five years after implementation of the system.

Extension Option

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

Renewal Option

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

Renegotiation Option

Since it is unknown how long the software products and services will be employed by State and that State will require ongoing maintenance and support of the product(s) for as long as the system is operational, therefore after completion of the initial term of the contract including any extensions and renewals, State and CONTRACTOR may renegotiate the contract upon mutual agreement of the parties.

4.02 Contract Type

This contract is a Firm Fixed Price contract.

The State seeks to enter into a master contract with the awarded vendor including, but not limited to:

- Fixed pricing for licensing and maintenance of the software system for the life of the contract.
- Fixed pricing for professional services (business analysis, implementation, testing, project management, training, etc.) through the 2007-09 biennium ending June 30, 2009. Requests for price adjustments after the firm fixed period must include a written justification and be submitted to the contract administrator. Price adjustment requests must be scheduled on a biennium basis (the State operates on a 2-year budget cycle, July 1 – June 30) with the request for adjustment submitted not later than twelve months prior to the biennium end date.
- General contract terms and conditions

4.03 Standard Contract Provisions

The successful offeror will be required to sign and submit a contract substantially similar to the contract attached to this RFP (Attachment 2). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out

in the offeror's proposal. The State will not permit alteration of these provisions without prior written approval.

The State instructs offerors to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.04 Proposal as a Part of the Contract

The State may incorporate part or all of this RFP and the successful proposal into the contract.

4.05 Additional Terms and Conditions

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

4.06 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions 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 result of the application of a supplemental term or condition included in the proposal would diminish the State's rights, the supplemental term or condition will be considered null and void.

4.07 Contract Approval

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

4.08 Contract Changes - Unanticipated Amendments

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

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

4.09 Indemnification and Insurance Requirements

Offerors must review the attached Service Contract for indemnification and insurance requirements. The State will incorporate indemnification and insurance provisions into the final contract.

The offeror must submit objections to any of the provisions of the Indemnification and Insurance Requirements in writing to the attention of the procurement officer by the time and date set for receipt of questions. The State will not permit any alteration of these provisions without prior written approval from the 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 the State will furnish certificates upon request.

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

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

4.11 F.O.B. Point and Freight

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

4.12 Proposed Payment Procedures

Negotiated Payment Schedule with Progress Payments and Retention

The State will make payments based on a negotiated payment schedule that is associated with progress toward mutually agreed deliverables and milestones. These progress and milestone payments will be subject to retention of ten percent (10%) of the amount for work completed. The State will pay the cumulative retention upon final acceptance of all contract deliverables and completion of the initial warranty period.

Advance Payments

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

4.13 Payment Terms

The State will normally make payment for commodities and services received under contracts within 30 calendar days after receipt and acceptance by the State or after receipt of a correct invoice, whichever is later. The contractor must direct any payment inquiries to the purchasing agency.

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

4.14 Right to Inspect Place of Business

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

4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

4.16 Termination for Default

If the project manager designated by the State 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.

4.17 Informal Debriefing

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

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

5.01 Information Technology Solution

Forty-five Percent (45%) of the total possible evaluation points will be assigned to this criterion.

5.02 Product Support and Customer Service

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

5.03 Experience, Qualifications, and Financial Strength

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

If the RFP required a minimum amount of experience or qualifications, the State will award no points for meeting the minimum. The State will award points for experience and qualifications that exceed the stated minimums.

5.04 Contract Cost

Twenty Percent (20%) of the total possible evaluation points will be assigned to cost. The State will not consider any prompt payment discounts terms proposed by the offeror in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The State will evaluate the point allocations for cost on the other proposals according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.05 Demonstrations

After any discussions for clarifications and the initial evaluation of proposals received, up to four offerors whose proposals receive the highest technical, product support and experience scores, and are determined to be reasonably susceptible for award will be required to provide an on-site demonstration of the proposed solution for the evaluation committee. The State will factor information presented during demonstrations into the final evaluation scoring.

The demonstrations will be held October 14-17, 2008, at the State's location in Bismarck, ND.

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

5.07 Site Inspection of Offeror's Facility

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

SECTION SIX - PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format 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).

A company officer empowered to bind the company must sign proposals. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the State may reject the proposal.

6.03 Information Technology Solution

Offerors must provide a comprehensive response to the Information Technology Solution specified in Section 3.03. Responses must be in the same sequence as they appear in Section 3.03. Offerors must provide supporting narrative and documentation when required in response to the requirements of this section.

6.04 Product Support and Customer Service

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 3.04. Responses must be in the same sequence as they appear in Section 3.04. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

6.05 Experience and Qualifications

Offerors must have a demonstrated knowledge of the application. Key and anticipated support personnel to be employed on the project shall be identified and corresponding resumes provided. The assigned staff must be identified and have installed and made operational at least two systems of the type proposed, including all related subsystems. Contacts for selected references shall be provided.

The vendor shall also provide a proposed organizational chart for this project indicating relationships and responsibilities.

Proposals that do not meet these minimum qualifications will not be considered.

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 a minimum of three reference names and phone numbers for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. The State invites offerors to provide letters of reference from previous clients.

6.07 Financial Requirements

- A.** The offeror shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This must include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year, and, if available, audited financial statements for the most recent 3 years. A current Dun and Bradstreet Report that includes a financial analysis of the firm would fulfill this requirement. An offeror can use an Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm. The State reserves the right to contact the accounting firm if questions arise. As an alternative, for those offerors unable to provide audited financial statements or Dun and Bradstreet report, the offeror shall provide tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.
- B.** Disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror's organization; or certify that no such condition is known to exist.
- C.** A confidentiality statement may be included if this portion is considered non-public information. The State may request reports on financial stability from independent financial rating services in order to further substantiate stability.

6.08 Cost Proposal

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

Cost proposals must be submitted with consideration to the State's standard terms and conditions included in the attached sample contract.

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

Offerors should describe any structuring of payments across the proposed timeline of the project.

Offerors should describe any non-traditional payment options available such as lease-agreements or other structured payments over time.

Offerors must complete the cost proposal attached to this RFP (see Attachment 3) or prepare a cost proposal following the same format. Provide a fixed-price cost proposal for the initial implementation project, and additional costs over five years for maintenance and support. Additionally, provide the maximum percentage of rate change that may occur each subsequent year for these services (after the expiration of the contract).

For professional services procurements under the contract, the State is requesting hourly rates. The State reserves the right to negotiate fixed price agreements for those services.

6.09 Required Enclosures

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

6.10 Offerors Checklist

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

SECTION SEVEN - STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

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

7.02 State Not Responsible for Preparation Costs

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

7.03 Conflict of Interest

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

7.04 Offeror's Certification

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

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

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

7.05 Offer Held firm

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

7.06 Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. The State will not accept amendments after the deadline unless they are in response to the State's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that they made a substantial mistake. The procurement officer may permit withdrawal of the proposal upon verifying that the offeror made a substantial mistake, and the State may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07 Alternate Proposals

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what the State requested) will be rejected.

7.08 Subcontractors

Offerors may use subcontractors to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Subcontractors will be held to the same standards as the vendor. The primary contractor will be held responsible for all deliverables.

If the State selects a proposal with subcontractors, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of the State's request:

- [a] complete name of the subcontractor;
- [b] complete address of the subcontractor;
- [c] type of work the subcontractor will be performing;
- [d] percentage of work the subcontractor will be providing;
- [e] evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- [f] a written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

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

7.09 Joint Ventures

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

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

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

Offerors may make a written request to hold confidential any trade secrets and other proprietary data contained in proposals. The offeror must clearly identify the material considered confidential, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.nd.gov/OpenRecords/ORM.htm>

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

7.11 Evaluation of Proposals

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

7.12 Right of Rejection

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

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

The procurement officer may waive minor informalities that:

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

The State reserves the right to reject any proposal determined to be not responsive, and to

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

7.13 Clarification of Offers

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

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

7.14 Discussions and Best and Final Offers

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

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

7.15 Preference Laws

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

http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml or contact the North Dakota State Procurement Office at 701-328-2683.

7.16 Contract Negotiation

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

the next highest-ranked proposal.

If the State commences contract negotiations, they will be held at:

Department of Emergency Services
Division of State Radio
Fraine Barracks Lane, Building 35
Bismarck, ND 58504

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

7.17 Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
-

If the offeror and the State, after a good faith effort, cannot come to terms, the State may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.18 Notice of Intent to Award

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

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

7.19 Protest and Appeal

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

If an interested party wishes to protest the content of this RFP, the procurement office must receive, in writing, the protest 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 procurement office must receive the protest, in writing, within seven calendar days after the date the State issues the Notice of Intent to Award.

SECTION EIGHT - ATTACHMENTS

8.01 Attachments

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

ATTACHMENT 1 PROPOSAL EVALUATION FORM

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

INSTRUCTIONS FOR EVALUATORS

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

RATING SCALE FOR ASSESSING VENDOR RESPONSES

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

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

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

COST PROPOSAL

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

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

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

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Title/Number _____

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

**7.01
Information Technology Solution**

Weight **45 Percent**: Maximum Point Value for this Section
100 Points x **45 Percent** = **45 Points**

Rating Scale (45 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-11	Fair. Limited applicability
12-23	Good. Some applicability
24-35	Very Good. Substantial applicability
36-45	Excellent. Total applicability

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

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[d] Evaluation of the software licensing options available to the State?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[j] Does the proposed product and/or service meet applicable industry standards and required certifications?

EVALUATOR'S NOTES _____

[k] Does the offer's response demonstrate a good understanding of the quality assurance requirements?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

7.02 Product Support and Customer Service

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

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

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

Product Support:

[a] Evaluation of the warranty included with the contract, including hardware, firmware, and software warranty options?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[c] Evaluation of the vendor's software maintenance and upgrade policies?

EVALUATOR'S NOTES _____

Customer Service, Sales Support, and Training:

[d] Evaluate the offeror's proposed account representation in support of this contract?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[g] If the contract has reporting requirements, has the offeror demonstrated in its proposal the capability and willingness to provide those reports?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03 Experience, Qualifications, and Financial Strength

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

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

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

Questions regarding the personnel:

[a] Do the individuals assigned to the project have experience on similar 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 _____

[i] If company financial statements were required, does the firm appear to be financially stable?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03

7.04 Contract Cost

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

Applying Preference Laws

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

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

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

See <http://www.nd.gov/spo/legal/docs/preference-laws.pdf> 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 7.04 _____

NOTES:

Request for Proposal

Evaluation Summary

Name of RFP:		
RFP Number		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation <i>(Maximum 80 Points)</i>	Maximum Points by Category	Score
1. Information Technology Solution	45	
2. Product Support and Customer Service	15	
3. Experience, Qualifications, and Financial Strength	20	
Cost Evaluation <i>(Maximum 20 Points)</i>		
1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.nd.gov/spo/		
2. Calculated points awarded for price.		
<u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 20 points = Awarded Points		
8. Cost	20	
Total		

**Request for Proposal
Evaluation Totals**

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	80 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Information Technology Solution	45					
2. Product Support and Customer Service	15					
3. Experience, Qualifications, and Financial Strength	20					
Evaluator Totals						
Grand Total	Note: Sum of all individual scores.					
Technical Proposal Score	Note: Total of individual points divided by the number of evaluators (80 POINT MAXIMUM).					
Cost Propose Score	Note: (20 POINT MAXIMUM)					
TOTAL						

ATTACHMENT 2
SERVICE CONTRACT

The parties to this contract are the State of North Dakota, acting through its Department/Office of _____ (STATE), and _____ (CONTRACTOR);

1. SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

Note: If the scope of services will be a lengthy document, you may consider placing this as a separate section at the end of the contract. A sample Scope of Services section is provided in Attachment A of this sample contract.

2. TERM OF CONTRACT

The term of this contract is for a period of _____ months, commencing on the ____ day of _____, 20__, and terminating on the ____ day of _____, 20__.

3. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

This Contract, including the following documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Contract. This contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties. Notwithstanding anything herein to the contrary, in the event of any inconsistency or conflict among the documents making up this Contract, the documents must control in this order of precedence:

- a) The terms of this Contract as may be amended;
- b) STATE's Solicitation Amendment #1 to Request for Proposal ("RFP") number _____ dated _____;
- c) STATE's Request for Proposal ("RFP") number _____, dated _____;
- d) CONTRACTOR's proposal dated _____ in response to RFP number _____.

4. TERMINATION OF CONTRACT

- a. **Termination without cause.** This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.
- b. **Termination for lack of funding or authority.** STATE may terminate this contract effective upon delivery of written notice to CONTRACTOR, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.
- 4) Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. **Termination for cause.** STATE by written notice of default to CONTRACTOR may terminate the whole or any part of this contract:

- 1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by STATE; or
- 2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of STATE provided in the above clause related to defaults by CONTRACTOR are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

5. FORCE MAJEURE

CONTRACTOR will not be held responsible for delay or default caused by fire, riot, acts of God or war if the event is beyond CONTRACTOR's reasonable control and CONTRACTOR gives notice to STATE immediately upon occurrence of the event causing the delay or default or which is reasonably expected to cause a delay or default.

6. RENEWAL

This contract will not automatically renew. STATE will provide written notice to CONTRACTOR of its intent to renew this contract at least sixty days before the scheduled termination date.

7. SEVERABILITY

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

8. ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty without

STATE's express written consent. However, CONTRACTOR may enter into subcontracts provided that any such subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR will not have the authority to contract for or incur obligations on behalf of STATE.

9. NOTICE

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

_____	_____
_____	_____
_____	_____
_____	_____

10. APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be brought and solely litigated in the District Court of Burleigh County, North Dakota.

11. SPOILIATION – NOTICE OF POTENTIAL CLAIMS

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

12. INDEMNITY

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

Further:

- a. CONTRACTOR, at its own expense, will defend and indemnify STATE against claims that products furnished under this contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.

- b. As to any product which is subject to a claim of infringement or misappropriation, CONTRACTOR may (a) obtain the right of continued use of the product for STATE or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, STATE will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give STATE a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.
- c. CONTRACTOR will comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of the contract and conduct its activities so as not to endanger any person or property.

13. INSURANCE

Contractor shall secure and keep in force during the term of this agreement and Contractor shall require all subcontractors, prior to commencement of an agreement between Contractor and the subcontractor, to secure and keep in force during the term of this 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Professional errors and omissions, including a three year "tail coverage endorsement," with minimum liability limits of \$1,000,000 per occurrence and in the aggregate.

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

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The amount of any deductible or self-retention is subject to approval by the State.
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
- 3) The duty to defend, indemnify, and hold harmless the State under this agreement shall not be limited by the insurance required in this agreement.
- 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights and coverages of an additional insured under these policies.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:

- a. "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the State;
 - b. a provision that the policy and endorsements may not be canceled or modified without thirty days' prior written notice to the undersigned State representative;
 - c. a provision that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08;
 - d. a provision that Contractor's insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance or self-retention maintained by the State and that any insurance, self-insurance or self-retention maintained by the State shall be in excess of the Contractor's insurance and shall not contribute with it;
 - e. cross liability/severability of interest for all policies and endorsements;
 - f. The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary;
 - g. 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.
- 6) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
 - 7) Failure to provide insurance as required in this agreement is a material breach of contract entitling the State to terminate this agreement immediately.

14. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due of any kind under this contract, and STATE is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay STATE's reasonable attorney fees and costs in connection with the lawsuit.

15. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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

16. CONFIDENTIALITY

Absent a court order, CONTRACTOR agrees not to use or disclose any information it receives from STATE under this contract that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by STATE. Absent a court order, STATE agrees not to disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and which STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. The duty of STATE and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

17. COMPLIANCE WITH PUBLIC RECORDS LAW

CONTRACTOR understands that, except for disclosures prohibited in Section 16, STATE must disclose to the public upon request any records it receives from CONTRACTOR.

CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract, except for records that are confidential under Section 16, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact STATE immediately upon receiving a request for information under the open records law and to comply with STATE's instructions on how to respond to the request.

18. INDEPENDENT ENTITY

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

19. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

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

20. STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor or the Auditor's designee. CONTRACTOR will maintain all such records for at least three years following completion of this contract.

21. PREPAYMENT

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

22. TAXPAYER ID

CONTRACTOR's federal employer ID number is: _____.

23. EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties.

24. STATE TECHNOLOGY STANDARDS

CONTRACTOR agrees that technology products and services delivered as part of this agreement will comply with STATE's information technology standards. These standards can be found on STATE's web site at <http://www.state.nd.us/ea/standards/standards/>

25. PERSONNEL AND PROJECT MANAGEMENT

- a. CONTRACTOR shall provide individuals to:
- b. STATE will designate a Project Manager to:

If, during the course of the contract, it becomes necessary for STATE to change the person assigned as STATE's Project Manager, STATE will notify CONTRACTOR in writing, pursuant to section ten above.

- c. CONTRACTOR personnel will be responsible for providing written, weekly time utilizations, for each individual, for each week, to STATE's Project Manager, or STATE's project staff, as STATE's Project Manager may assign.
- d. CONTRACTOR's Project Manager shall deliver to STATE's Project Manager, weekly/monthly reports of CONTRACTOR's progress on the project and meeting the objective/deliverables as stated in the scope of services. Each report must contain a description of the current status of the project, the tasks on which time was spent, the estimated progress to be made in the next week/month, and the problems encountered, the proposed solutions to them and their effect, if any, on the deliverable schedule.
- e. Unless CONTRACTOR is notified otherwise by STATE, STATE's Project Manager shall carry out STATE's administrative and management functions under this contract, shall be responsible for acceptance of the contract deliverables, and shall provide support and overall direction to CONTRACTOR in producing the contract deliverables.
- f. STATE's working hours are Monday through Friday from 8:00 AM until 5:00 PM (CST or CDT) with one hour for lunch. STATE Project Manager may approve alternate work schedules.
- g. According to STATE policy, STATE personnel will only be obligated to work a forty-hour workweek, Monday through Friday, and will be allowed reasonable vacation, sick or educational absences.
- h. CONTRACTOR's personnel will not be expected to work on state holidays or other mandatory leave days.
- i. CONTRACTOR agrees and understands that STATE's execution of the contract is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified; primary being <name of appropriate personnel, if applicable, >. Therefore, CONTRACTOR agrees that no substitution of such specific individuals and/or personnel qualification will be made without the prior written approval of STATE and that such substitution will be made at no additional cost to STATE. CONTRACTOR further agrees that any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed and that STATE's approval of a substitution will not be construed as an acceptance of the substitution's performance potential. STATE agrees that an approval of a substitution will not be unreasonably withheld. CONTRACTOR shall furnish experienced, qualified Information Technology personnel to participate in the system development project. The personnel furnished must have the knowledge necessary to complete requirements as defined in the Contract.
- j. Upon request by STATE, CONTRACTOR shall replace any CONTRACTOR personnel who STATE determines, in its sole discretion, to be unable to perform the responsibilities of the contract acceptably. E.g. inappropriate or unprofessional personal conduct, professional inabilities, etc.

- k. CONTRACTOR agrees that STATE may require contracted staff and subcontractors assigned by CONTRACTOR to perform work under this contract to submit to a criminal history record check in accordance with N.D.C.C. 54-59-20 and 12-60-24. STATE shall have the right to reject any individual assigned to perform work under this contract if, in its sole discretion, it determines that the results of the criminal history record check make the individual unacceptable.
- l. CONTRACTOR shall assign personnel on a full-time basis. In the event that a work assignment does not justify full-time participation, CONTRACTOR shall assign person on a part-time basis with prior written approval of STATE's Project Manager. However, if the part-time assignments are specified in the contract, no written approval from STATE's Project Manager will be necessary except for substitution of CONTRACTOR personnel.
- m. CONTRACTOR shall warrant that personnel assigned to perform tasks in response to this contract will remain assigned, for the agreed-upon length of time, and will not be replaced or reassigned except by mutual agreement and written notice of STATE. Prior to assignment of personnel, CONTRACTOR shall obtain written approval from STATE for all personnel to be assigned to this project.

26. EQUIPMENT, MATERIALS AND WORKSPACE

- a. CONTRACTOR's assigned contract staff will be on site for the duration of the contract.
- b. On site will be <list agency physical location address>.
- c. STATE agrees to provide an adequate working space, when required.
- d. Equipment and software for on-site CONTRACTOR personnel is to be provided by <CONTRACTOR or Agency name>.
- e. When STATE and CONTRACTOR agree that remote access to systems is required, STATE will provide the necessary remote access security to enable CONTRACTOR access to the appropriate STATE systems.

27. REVIEW, APPROVAL, AND ACCEPTANCE PROCESS

- a. Unless otherwise noted in this contract or agreed upon in writing by both parties, acceptance testing will be performed on-site, on STATE's platform.
- b. Prior to acceptance testing, CONTRACTOR will furnish STATE with documentation of the deliverable item and the expected performance.
- c. The review, approval, and acceptance process for all project deliverables as specified in scope of services will be the responsibility of STATE's Project Manager. The Project Manager will be responsible for ensuring that the approval process follows the proper procedures prior to acceptance of deliverables by STATE. STATE shall apply the following procedures to acceptance of all deliverables:
 - 1) For the life of this contract, STATE has the right to complete a review of any deliverable received from CONTRACTOR and notify CONTRACTOR of STATE's findings; and
 - 2) If the deliverable is unacceptable, CONTRACTOR shall resubmit the deliverable after the appropriate correction or modifications have been made.
- d. The process described above will be repeated until acceptance is obtained, STATE terminates for cause or a waiver is obtained.

28. CHANGE CONTROL PROCESS

- a. CONTRACTOR and STATE will implement a change control process to manage issues and changes during the life of the project. A change request must be in writing to document the potential change.

- b. The change will be reviewed and, if acceptable to STATE, CONTRACTOR will submit to STATE an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the scope of work.
- c. CONTRACTOR will continue performing the services in accordance with the original agreement, until the parties agree in writing on the change in the scope of work.
- d. Change orders that involve changes to the scope of services or that result in a requirement for additional project funding will require approval by STATE.
- e. Once both parties approve a change, a change order shall be issued in writing prior to implementation.
- f. All change orders will be logged and tracked.
- g. **Steps for the change control process:**
 - 1) Complete a write-up for the proposed change and submit copies to CONTRACTOR and STATE's Project Managers who will in turn provide to relevant parties for assessment.
 - 2) Record the request in the change control log.
 - 3) Investigate the impact of the proposed change and evaluate the impact of not performing the change.
 - 4) Prepare a response to the proposed change.
 - 5) Retain the original in the project library.
 - 6) CONTRACTOR and STATE agree whether the change should be performed and obtain authorization sign-off of the change request. The appropriate document is created.
- h. **If the change is not accepted:**
 - 1) CONTRACTOR's Project Manager will discuss and document the issue with STATE's Project Manager.
 - 2) The proposed change can be modified and re-submitted or withdrawn if it is agreed to be non-essential. In this case the reasons will be documented.
- i. **If the change is accepted:**
 - 1) Once the change request has been approved and signed, work may begin, unless the change results in a change to the price, schedule or both. If such is the case, work will not proceed until such time as the document is modified and signed off on by the authorized parties.
 - 2) CONTRACTOR's Project Manager and STATE's Project Manager will adapt project plans to incorporate approved changes.
 - 3) Each change request duly authorized in writing by STATE and agreed to by CONTRACTOR will be deemed incorporated into and part of this contract.
 - 4) Progress on the change requests will be reported at progress meetings or, for those cases where those meetings do not occur, status reports to all pertinent parties will be furnished.
- j. Both CONTRACTOR and STATE must sign off that a change has been completed.
- k. The log will be updated.
- l. The log will be supplied at the progress meetings or, in those cases where those meetings do not occur, the log update information will be included in the status reports to STATE's Project Manager.

29. **FINAL ACCEPTANCE**

- a. "Final Acceptance" will be defined as:
 - 1) The successful completion of all deliverables as stated in the scope of services and following the Review, Approval, and Acceptance processes described above, **AND**
 - 2) The final delivered product fully implemented in STATE's live production environment no later than _____, **AND**

- 3) STATE will have sixty-days thereafter in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR will use its best efforts to make the product conform to the technical specifications/system design as soon as possible and at no additional cost to STATE. CONTRACTOR shall continue to use its best efforts to make the product conform to the technical specifications/system design until STATE accepts the product or terminates this agreement upon written notice to CONTRACTOR.

30. PAYMENTS

- a. The contractual amount to be paid for this project shall constitute the entire compensation due CONTRACTOR for the service and all of CONTRACTOR's obligations regardless of the difficulty, materials or equipment required. The contractual amount includes fees, licenses, overhead, profit and all other direct and indirect costs incurred or to be incurred, by CONTRACTOR, except as noted in this section of the contract. A valid change order processed in accordance with this contract may modify the contractual amount.
- b. STATE has tax-exempt status.
- c. The cost of the project is firm for the duration of the contract and is not subject to escalation for any reason, unless this contract is amended, or a valid change order is processed in accordance with this contract.
- d. The project cost will be billed by CONTRACTOR to STATE, and is tied directly to STATE's acceptance of agreed upon deliverables as specified in the scope of work. Payments will be subject to retention of ten percent (10%) of the amount for work completed. The State will pay the cumulative retention upon final acceptance of all contract deliverables and completion of the initial warranty period.
- e. Payment will be made upon receipt of invoices from CONTRACTOR.
- f. The final cost of each billing will be as specified in the scope of work.
- g. Total dollar contractual amount of \$ _____, shall not be exceeded.
- h. State will be allowed thirty-days to process each payment.
- i. No claim for additional services, not specifically provided herein, will be allowed by STATE except to the extent provided by a valid change order or amendment to this contract.
- j. The payment of an invoice by STATE will not prejudice STATE's right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by STATE, on the basis of audits conducted in accordance with the terms of this contract, not to constitute allowable costs. Any payment will be reduced for overpayments, or increased for underpayments on subsequent invoices.
- k. STATE reserves the right to deduct from amounts that are or will become due and payable to CONTRACTOR under this, or any contract between the parties, any amounts that are or will become due and payable to STATE by CONTRACTOR.
- l. CONTRACTOR shall maintain documentation for all charges against STATE under this contract. The books, records and documents of CONTRACTOR, as they relate to work performed or money received under this contract, must be maintained for a period of three (3) full years from the date of the final payment, and must be subject to audit, at any reasonable time and upon reasonable notice, by STATE or the State Auditor or the Federal Auditor or their duly appointed representatives.

31. WORK PRODUCT

Product(s) created or purchased under this contract belong to STATE and must be delivered or returned upon termination of this contract if these items were charged to and paid for by STATE

in the course of CONTRACTOR's performance of this contract. All software and related materials developed by CONTRACTOR in performance of this contract for STATE will be the sole property of STATE, and CONTRACTOR hereby assigns and transfers all its right, title, and interest therein to STATE. If CONTRACTOR incorporates any of CONTRACTOR's Software in any work product provided to STATE, CONTRACTOR agrees to provide written notice to STATE of its incorporation in the work product and to convey to STATE a non-exclusive, perpetual, cost-free license, and patent and copyright indemnity, for the software to use that software for its intended purpose. All other ownership rights to CONTRACTOR's software will remain with CONTRACTOR.

32. REPRESENTATIONS AND WARRANTIES

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

33. PRODUCT CONFORMITY

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

34. MAINTENANCE

CONTRACTOR will provide, and STATE may subscribe to, maintenance services, including software/hardware updates and technical support services, for the product(s) delivered pursuant to this contract commencing at the end of the warranty period. CONTRACTOR and STATE will negotiate the terms and price of such maintenance services, however CONTRACTOR will not charge STATE more than \$_____ per year for the first two (2) years of maintenance services. Starting with the third year of maintenance, CONTRACTOR agrees that any change to the annual maintenance and support fee may increase by not more than 5% per year for the life of this contract. CONTRACTOR warrants that it will continue to offer maintenance services for the product(s) for a minimum of three (3) years from the date of final acceptance or installation date of any software/product update.

CONTRACTOR

STATE OF NORTH DAKOTA

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

ATTACHMENT A - SCOPE OF SERVICES (Example)

CONTRACTOR, in exchange for the compensation paid by STATE under this contract, agrees to provide the following services:

Note: Detail all of the project deliverables.

Example deliverables:

- Work plan
- System design document
- Hardware requirements
- Software development and delivery
- Training manual development and training sessions
- Conversion tasks (software and data conversion)
- Status reports

Deliverable 1: <name of deliverable>

Description: <detailed description of deliverable>

Completion Date:

Acceptance: <describe acceptance testing criteria, what is required for this deliverable to be accepted, how acceptance will be conveyed, i.e. Signoff by customer on this deliverable>

NOTE: sample system design deliverable:

Deliverable 2: Technical System Design

Description: CONTRACTOR shall develop the technical design for the system in accordance with the functional specifications in <exhibit x> attached hereto. The technical system design must include hardware and software specifications, performance specifications, a narrative description of the system, a description of all input data (such as type, range of expected values, and relationship to other data), a description and pictures of all screens, including sequence diagrams, and definitions and descriptions of all outputs and reports to be generated and the process for generating them.

Completion Date:

Acceptance: Upon receipt of the technical design document from CONTRACTOR, STATE will have 10 (ten) working days in which to accept or reject it in writing. If STATE rejects it, STATE will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise the design to make it acceptable to STATE within the following 10 (ten) working days. If STATE rejects technical system design a second time, STATE will have the option of repeating the procedure as described in this acceptance statement above or terminating this agreement upon written notice to CONTRACTOR.

- .
- .
- .

Deliverable X

Payments Schedule:

NOTE: adapt this payment schedule to your project requirements & deliverables.

<u>Payment Schedule</u>	<u>Payment</u>
Upon acceptance of Deliverable 1	\$ _____
Upon acceptance of Deliverable 2	\$ _____
Upon acceptance of Deliverable X	\$ _____
Upon final acceptance	\$ _____

ATTACHMENT 3

COST PROPOSAL FORMAT

Costs listed below must be inclusive of all costs necessary to implement the proposed solution. The contractor should include in its price proposal: itemized transportation, lodging, and per diem costs. List any applicable Prompt Payment Discount Terms.

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

One-Time Costs:

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

On-Going Costs:

Software Maintenance and Support – Year 1 (add additional rows if necessary for multiple maintenance/support options)				
Software Maintenance and Support – Year 2 (add additional rows if necessary for multiple maintenance/support options)				
Software Maintenance and Support – Year 3 (add additional rows if necessary for multiple maintenance/support options)				
Software Maintenance and Support – Year 4 (add additional rows if necessary for multiple maintenance/support options)				
Software Maintenance and Support – Year 5 (add additional rows if necessary for multiple maintenance/support options)				
Other Ongoing Costs (specify - add additional rows if necessary)				