

STATE OF NORTH DAKOTA

**NORTH DAKOTA INSURANCE DEPARTMENT
AGENT LICENSING DIVISION
600 EAST BOULEVARD AVENUE
STATE CAPITOL – FIFTH FLOOR
BISMARCK ND 58505**

Request For Proposal (RFP)

RFP Title: Agent Licensing Examination Services

RFP Number: **401.5-09-001**

Date of Issue: July 1, 2009

Purpose of RFP: to enter into an agreement with a contractor that will develop, prepare, and administer insurance licensing examinations for persons seeking to obtain insurance producer licenses in the State of North Dakota.

Offerors are not required to return this form.

Procurement Officer: *Melissa Hauer*
North Dakota Insurance Department
600 East Boulevard Avenue
State Capitol – Fifth Floor
Bismarck, ND 58505
(701) 328-2440
(701) 328-4880 (facsimile)

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The North Dakota Insurance Department, Agent Licensing Division, (“purchasing agency” or “State”) is soliciting proposals for the administration of insurance license examinations, preparation and review of the content of the examinations, grading examinations, receiving and processing examination registration forms and reporting the results of each candidate’s examination to the purchasing agency.

1.02

Contact Person, Telephone, Fax, E-mail

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

PROCUREMENT OFFICER: Melissa Hauer

PHONE: (701) 328-2440

FAX: (701) 328-4880

TTY Users call: 7-1-1

E-MAIL: mahauer@nd.gov

1.03

RFP Schedule

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

The approximate RFP schedule is as follows:

- RFP Issued: **July 1, 2009**
- Deadline for receipt of questions and objections related to the RFP: **2:00 p.m., Central Daylight Savings Time, July 20, 2009**
- Responses to questions / RFP amendments (if required) **5:00 p.m., Central Daylight Savings Time, July 20, 2009**
- Proposals due by: **2:00 p.m., Central Daylight Savings Time, August 7, 2009**
- Proposal Evaluation Committee evaluation completed by approximately : **August 10 through 20, 2009**
- State issues Notice of Intent to Award a Contract approximately: **August 21, 2009**

- State issues contract approximately: **September 1, 2009**
- Contract start: **September 2, 2009 for preparation, with examinations commencing January 1, 2010**

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit **TWO COPIES** of its proposal in a sealed envelope or package.

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

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

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

**NORTH DAKOTA INSURANCE DEPARTMENT
AGENT LICENSING DIVISION
Request for Proposal (RFP): *Agent Licensing Examination Services*
RFP Number: *401-09-001*
600 East Boulevard Avenue
State Capitol – Fifth Floor
*Bismarck ND 58505***

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL DAYLIGHT SAVINGS Time on August 7, 2009**. Proposals will not be publicly read at the opening.

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

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

1.05

Assistance to Offerors with a Disability

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

1.06

Deadline for Receipt of Questions and Objections

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

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

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

1.07 Approved Vendor Registration Requirements

VENDORS MUST BE APPROVED BY TIME SET FOR PROPOSAL OPENING

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

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 924 subclass 20.

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

1.08 Pre-proposal Conference

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

1.09 Amendments to the RFP

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

1.10

News Releases

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

1.11

Notice Provided

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

The Request for Proposal and any amendments to the RFP will be posted on the following website: **www.nd.gov/ndins**.

1.12

Letter of Interest

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

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

Background information concerning this project is as follows:

A person may not sell, solicit or negotiate insurance in this state unless the person is licensed. The purchasing agency is responsible for licensing insurance producers in the State of North Dakota. In order to become licensed, residents are expected to complete a written examination, which tests the following:

- Knowledge of the individual concerning the lines of authority for which application is made;
- Duties and responsibilities of an insurance producer; and
- Insurance laws and regulations of the state.

Beyond these broad subject matter categories, the license examination shall be developed and conducted under rules and regulations prescribed by the purchasing agency.

The purchasing agency wishes to hire an outside testing service to administer insurance producer licensing written examinations and impose nonrefundable examination fees. Insurance producer licensing examinations must be sound, valid, and secure. The testing vendor must employ test development experts (psychometricians) to construct and evaluate the examinations.

The purchasing agency will not pay a fee to the vendor because the cost of test development and administration is passed through to the test-takers. The purchasing agency reserves the right to pre-approve any fees charged by the vendor.

**2.02
Budget**

In order to compensate the vendor for services provided under this contract, the vendor will collect examination fees from candidates in accordance with a fee schedule submitted by the vendor with its bid. The vendor will collect its examination fees from a candidate when the candidate registers to take an examination. The vendor's sole source of compensation for providing services to the purchasing agency are the examination fees collected from candidates as set out in the vendor's fee schedule.

**SECTION THREE
SCOPE OF WORK**

**3.01
Scope of Work**

Overview

The North Dakota Insurance Department, Agent Licensing Division, is soliciting proposals for insurance producer licensing examinations services. The Department wants assistance to provide and score written examinations of individuals desiring to become licensed insurance producers. The vendor must administer insurance producer licensing examinations, prepare and revise the content of examinations, grade the examinations, receive and process examination registration forms, and report the results of each candidate's examination to the purchasing agency.

Definitions

1. "Candidate" shall mean an individual authorized to take an examination pursuant to N.D.C.C. Title 26.1 and administrative rules adopted by the Commissioner.
2. "Examination" shall mean a series of questions designed to assess minimum competence for an insurance producer license.
3. "Examination Review Committee" shall mean that certain advisory committee established by State for the purpose of reviewing the examinations provided for by this Agreement.
4. "Item" shall mean an examination question.
5. "Test site" shall mean the location at which examinations are administered.

General services

In order to meet these goals of the purchasing agency, the vendor must:

a. Agree to develop, maintain, and validate examinations and to provide examination administration services for purposes of testing candidates for insurance producer licensing. The vendor will be the exclusive provider of these services for the term of the contract;

b. Develop and administer examinations and report to the purchasing agency the results of examinations for the following types of insurance licenses:

1. Life and Annuity (Part I – Product)
2. Life and Annuity (Part II – Laws and Regulations)
3. Accident and Health (Part I – Product)
4. Accident and Health (Part II – Laws and Regulations)
5. Life and Annuity, Accident and Health (Part II – Laws and Regulations)
6. Property (Part I – Product)
7. Casualty (Part I – Product)
8. Casualty (Part II – Laws and Regulations)
9. Property and Casualty (Part II – Laws and Regulations)
10. Consumer Credit
11. Crop Insurance
12. Bail Bonds
13. Legal Expense Insurance
14. Personal Lines

c. Provide examinations that consist of objective, multiple-choice questions or problems of a length and duration as determined by the vendor. All examination items developed or provided by the vendor shall be the property of the vendor and may be copyrighted in the vendor's name. The content of the examinations shall be based upon the North Dakota examination content outlines, developed and periodically revised by the vendor and the purchasing agency. The outlines shall be approved by the purchasing agency prior to use;

d. Exercise best efforts to monitor changes in the North Dakota Century Code, the North Dakota Administrative Code, and State policies to revise content outlines and to create and implement new examination items annually. The purchasing agency agrees to inform the vendor, in writing, of any changes in the North Dakota Century Code, the North Dakota Administrative Code, or State policies regarding the licensing of insurance producers which may establish a need to revise the content outlines or examination questions;

e. Agree that the purchasing agency may reject any examination question which contains subject matter that is not in compliance with the North Dakota Century Code, the North Dakota Administrative Code, or State policies;

f. Develop, subject to the purchasing agency's review and approval, a Licensing Information Bulletin containing examination content outlines, the process of applying for a license, registering for admission to an examination, rules regarding candidate conduct during the examination, sample examination questions, appropriate forms and applications. Bulletins shall be printed by the vendor and provided in sufficient quantities to be available, without charge, to all candidates upon request from the vendor, the purchasing agency, and any other locations as mutually agreed;

g. Provide adequate security for examinations administered as well as for the bank of examination questions;

h. At the direction of the purchasing agency, establish an Examination Review Committee consisting of industry representatives in the State of North Dakota and purchasing agency staff to review the scope of the subjects to be examined and examination items. The committee members shall be unsalaried; however, certain committee meeting expenses may be paid for by the vendor, subject to the specific advance agreement with the purchasing agency as to their amount and nature. The Examination Review Committee shall meet annually to develop, review, discuss and evaluate examination items. The vendor shall coordinate the annual meeting of Examination Review Committee and pay expenses of the meeting;

i. Eliminate or revise items on a particular topic area as necessitated by changes in laws, standards, rules, or at the request of the purchasing agency;

j. Monitor the difficulty level of the various items in order to produce examinations of comparable difficulty, calculate a difficulty index for each item for this purpose, and be prepared to demonstrate that examinations are equivalent in degree of difficulty;

k. At the request of State, review and rescore a candidate's examination to verify the validity of the examination results at no cost to the State or the candidate.

Exam Administration

a. The vendor shall select and establish, at its own expense, test sites in the Bismarck area and the Fargo/Moorhead area for administration of examinations a minimum of five days per week in each site or other mutually agreed upon schedule. The vendor may select and establish additional test sites in North Dakota. North Dakota candidates will also be able to test at vendor test sites located in other states. Vendor agrees that changes to the testing schedule may be made with the consent of the purchasing agency to meet testing demand;

b. The vendor shall provide all services and materials necessary for test administration, equip and manage its examination sites so that candidates are able to secure appointments and take examinations within a maximum of five business days of the request for such appointments. The vendor shall prepare for administration of the examinations including providing adequate testing space for the expected number of candidates and arranging for testing facilities that are accessible to individuals with disabilities;

c. The vendor shall provide trained personnel (proctors) to operate the test sites

who are trained and able to monitor and follow established procedures. The vendor shall provide training and information to ensure uniform, secure, and efficient test administration. The vendor shall provide its test site personnel with a detailed Proctor's Manual which will describe their responsibilities fully, as well as the administrative procedures and security measures required by the vendor in the administration of any examination. The vendor headquarters' personnel shall maintain close contact with proctors. During regular business hours, every proctor will be able to call the vendor's headquarters if a problem or irregularity in the administration of an examination occurs and the vendor will evaluate any complaint by the purchasing agency concerning the performance of North Dakota test centers or test proctors and report findings to the purchasing agency within 10 days of notice of complaint;

d. The purchasing agency shall have the right to visit test sites, provided proper identification is presented to the test site personnel and provided such visits do not disrupt the business activities of the test site;

e. The vendor shall investigate all reports of testing irregularities and will notify the purchasing agency within 10 days of each report of testing irregularities which in the judgment of the vendor has a foundation in fact and which brings into question the validity of an individual's examination results. The vendor will also solicit feedback from proctors and examinees on the effectiveness of its administrative procedures in order to make its system of administration as security and efficient as possible;

f. The vendor shall score all examinations and provide the purchasing agency with candidate information and examination results in a manner and form acceptable, including paper or electronic media, to the purchasing agency within two working days of each examination date including the name, address, and social security number of each candidate tested, the type(s) of examination(s) taken, and each candidate's exam results in terms of score and passing or failing status. The vendor will provide, at least quarterly and as often as requested, to the purchasing agency summary statistics regarding the number of candidates tested and percentages of pass/fail by type of examination;

g. Upon completion of their exam, the vendor will notify candidates at the test site of exam results, including a pass/fail indication, total score, and a score on each subsection of the test. The vendor shall provide to each candidate a printed score report at the test site immediately following the exam or by mail within two working days of the examination; and

h. The vendor, if requested to do so, will provide assistance to the purchasing agency in establishing an appropriate passing score for each exam. The purchasing agency however, remains responsible for setting the actual passing score utilized for such exams.

The purchasing agency will assign appropriate employees to collaborate with the vendor to approve examination questions. The vendor will be required to provide any equipment or materials necessary to develop the examinations, administer, score, and report on them.

The potential hazards associated with the work to be performed are estimated to be nonexistent or very minimal. The vendor must take reasonable precautions to avoid hazards that might interfere with the administration, scoring, and reporting of examinations.

The standards or indicators that will be used to measure the quality or quantity of work to be performed are those described above. Performance of the vendor during the contract will be monitored and progress will be evaluated by the purchasing agency based on the vendor's

compliance with the scope of work.

The examinations must reflect the requirements of all applicable State laws, regulations, and the purchasing agency's policies.

3.02

Location of Work

The State will not provide workspace for the contractor. The contractor shall bear all costs involved with providing the services specified in the contract including paying for any cost associated with securing appropriate, ADA compliant testing sites.

In-state travel may be required. The contractor shall bear all cost of travel, lodging, and meals associated with the performance of the contract. The contractor should include in its price proposal: transportation, lodging, and per diem costs sufficient to pay for the number of person(s) the contractor deems appropriate to make the number of trip(s) to Bismarck, North Dakota deemed necessary in order to provide the services described.

3.03

Prior Experience

No specific minimums have been set for this RFP.

3.04

Required Licenses

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

3.05

Federal Requirements

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

3.06

Deliverables

The contractor will be required to provide no later than January 1, 2010, the following deliverables;

- a. Develop, subject to the purchasing agency's review and approval, maintain, validate, and, as necessary, revise the content of objective, multiple choice insurance producer licensing examinations for the following types of insurance licenses:
 1. Life and Annuity (Part I – Product)
 2. Life and Annuity (Part II – Laws and Regulations)
 3. Accident and Health (Part I – Product)
 4. Accident and Health (Part II – Laws and Regulations)
 5. Life and Annuity, Accident and Health (Part II – Laws and Regulations)
 6. Property (Part I – Product)
 7. Casualty (Part I – Product)

8. Casualty (Part II – Laws and Regulations)
 9. Property and Casualty (Part II – Laws and Regulations)
 10. Consumer Credit
 11. Crop Insurance
 12. Bail Bonds
 13. Legal Expense Insurance
 14. Personal Lines
- b. Provide proof of having secured accessible, adequate, supervised test sites.
 - c. Grade examinations, receive and process examination registration forms, and to report the results of each candidate's examination to State;
 - d. Develop, subject to the purchasing agency review and approval, a Licensing Information Bulletin containing examination content outlines, the process of applying for a license, registering for admission to an examination, rules regarding candidate conduct during the examination, sample examination questions, appropriate forms and applications. Bulletins shall be printed by the vendor and provided in sufficient quantities to be available, without charge, to all candidates upon request from the vendor or the purchasing agency.

3.07

Contract Schedule

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

The approximate contract schedule is as follows:

- Contract start: September 2, 2009 to prepare examinations and secure testing locations, so that examinations will be offered to insurance producer license applicants starting January 1, 2010.
- "Kick off" conference: None
- First contractor work period: September 2, 2009
- Contractor submits **FIRST DRAFT/PROJECT PROGRESS** Report: October 14, 2009
- Review of report by State: October 15 through November 1, 2009
- State provides contractor with comments for revision as needed: November 2 through November 9, 2009
- Contractor submits **SECOND DRAFT/PROJECT PROGRESS** Report: December 1, 2009
- Review of second report by State: December 2 through 16, 2009

- State provides contractor with additional comments for revision as needed: December 17, 2009
- Contractor submits deliverables to the State: December 31, 2009
- Informal debriefing: ***If necessary, August 1, 2011***

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 September 1, 2009 for preparation of examinations and securing of testing locations with examinations to be offered on January 1, 2010 and ending August 31, 2011.

Extension Option

The State reserves the right to extend the contract period for an additional period of time, not to exceed ***six 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. The 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. The State will provide written notice to the contractor of its intent to renew this contract at least ***30 DAYS*** before the scheduled contract expiration date.

4.02

Contract Type

This contract is a ***Firm Fixed Price*** contract.

4.03

Standard Contract Provisions

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

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

4.04

Proposal as a Part of the Contract

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

4.05

Additional Terms and Conditions

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

4.06

Supplemental Terms and Conditions

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

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

4.07

Contract Approval

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

4.08

Contract Changes - Unanticipated Amendments

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

4.09

Indemnification and Insurance Requirements

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

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

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

4.10 Taxes and Taxpayer Identification

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

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

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

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

4.11 [This section intentionally left blank.]

4.12 Proposed Payment Procedures

The State will not make any payments to the contractor under this contract. In order to compensate the contractor for services provided under this contract, the contractor shall collect examination fees from candidates in accordance with the fee schedule set out in Appendix I to the attached proposed contract. The contractor shall collect its examination fees from a candidate when the candidate registers to take an examination. The contractor's sole source of compensation for providing services to the State under this contract is the examination fees collected from candidates.

4.13 Contract Funding

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

4.14 Payment Terms

No payment may be collected by the contractor from examinees until the purchasing agency approves the contract. The contractor is responsible for collecting payment for services rendered under the contract.

4.15 Contract Personnel

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

4.16 Right to Inspect Place of Business

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

4.17 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

Substantial failure of the contractor to perform the contract may cause the State to terminate the contract. In this event, the State may seek associated damages.

4.18 Termination for Default

If the project manager designated by the purchasing agency determines that the contractor has refused to perform the services or has failed to perform the services 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 services.

This clause does not restrict the State's right to termination under the contract provisions of the

Service Contract, attached.

**4.19
Open Records Laws - Confidentiality**

Any records that are obtained or generated by the contractor under this contract are subject to North Dakota open records law regarding public records and handling of confidential information. Contractor agrees to take all reasonable steps necessary to protect confidential information including examinees' social security numbers.

**4.20
Work Product, Equipment, and Material**

[This section intentionally left blank.]

**4.21
Independent Entity**

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

**4.22
Assignment**

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

**4.23
Disputes - Applicable Law and Venue**

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

**4.24
Informal Debriefing**

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

**4.25
Bid Bond – Bid Security - Performance Bond - Surety Deposit**

A Bond is not required.

**4.26
Liquidated Damages**

[This section intentionally left blank.]

**SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

**5.01
Understanding of the Project**

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

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

**5.02
Methodology Used for the Project**

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

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

5.03

Management Plan for the Project

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

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

5.04

Experience and Qualifications

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

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

Questions regarding the personnel.

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

Questions regarding the firm.

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

- e. How successful is the general history of the firm regarding timely and successful completion of projects?
- f. Has the firm provided letters of reference from previous clients?
- g. If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

5.06

Contract Cost

Thirty Percent (30%) of the total possible evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be evaluated according to the method set forth in the Proposal Evaluation form attached to this RFP.

5.07

Demonstrations

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be required to provide an on-site demonstration of the proposed solution for the evaluation committee. The demonstration will be held at a date, time, and location to be determined. Offerors will be responsible for all costs associated with the providing the demonstration.

5.08

Oral Presentations

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award may be asked to make an oral presentation of the proposed solution for the evaluation committee. The presentations, if requested, will be held at a date, time and location to be determined. Offerors will be responsible for all costs associated with the providing the demonstration.

5.09

Site Inspection Of Offeror's Facility

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

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

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

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

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

6.03 Understanding of the Project

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

6.04 Methodology Used for the Project

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

6.05 Management Plan for the Project

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

and indicate where the work will be performed.

6.06 Experience and Qualifications

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

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

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

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

6.07 Cost Proposal

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

6.08 Required Enclosures

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

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

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

7.02 State Not Responsible for Preparation Costs

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

7.03

Conflict of Interest

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

7.04

Offeror's Certification

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

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

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

7.05

Offer Held firm

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

7.06

Amendments to Proposals and Withdrawals of Proposals

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

7.07

Alternate Proposals

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

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

7.08

Subcontractors

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

If a proposal with subcontractors is selected, 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 that clearly verifies that the subcontractor is committed to render the services required by the contract.

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

7.09 Joint Ventures

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

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

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

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

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

7.11 Evaluation of Proposals

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

7.12 Right of Rejection

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

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

The procurement officer may waive minor informalities that:

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

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

7.13 Clarification of Offers

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

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

7.14 Discussions and Best and Final Offers

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

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

7.15 Preference Laws

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

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

7.16 Contract Negotiation

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

If contract negotiations are commenced, they will be held:

***North Dakota Insurance Department
Fifth Floor – State Capitol
600 East Boulevard Avenue
Bismarck, ND***

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

7.17 Failure to Negotiate

If the selected offeror:

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

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

7.18 Notice of Intent to Award - Offeror Notification of Selection

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

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

7.19 Protest and Appeal

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

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

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form
2. Contract Form
3. Indemnification and Insurance Requirements Appendix
4. Cost Proposal Format
5. Sample Notice of Award
6. Offeror Checklist

ATTACHMENT 1

PROPOSAL EVALUATION FORM

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

INSTRUCTIONS FOR EVALUATORS

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

RATING SCALE FOR ASSESSING VENDOR RESPONSES

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

For Example: "Experience and Qualifications" is an evaluation criterion receiving a weighting of 40% of the total possible points. Using a 100 Point Scale, a maximum of 40 points can be awarded. The rating scale would be:

Rating Scale (40 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-10	Fair. Limited applicability
11-20	Good. Some applicability
21-30	Very Good. Substantial applicability
31-40	Excellent. Total applicability

COST PROPOSAL

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

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

The cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Offeror (Person or Firm Name): _____

Name of Proposal Evaluation (PEC) Member: _____

Date of Review: _____

RFP Title/Number: **Agent Licensing Examination Services, RFP Number: 401.5-09-001**

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

7.01

Understanding of the Project

Weight **5 Percent**. Maximum Point Value for this Section
100 Points x **5 Percent** = **5 Points**

Rating Scale (5 POINT Maximum)	
Point Value	Explanation
1	None. Not addressed or response of no value
2	Fair. Limited applicability
3	Good. Some applicability
4	Very Good. Substantial applicability
5	Excellent. Total applicability

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

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

provide?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.01 _____

**7.02
Methodology Used for the Project**

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

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

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.02 _____

7.03

Management Plan for the Project

Weight 5 **Percent**. Maximum Point Value for this Section

100 Points x 5 **Percent** = 5 **Points**

Rating Scale (5 POINT Maximum)	
Point Value	Explanation
1	None. Not addressed or response of no value
2	Fair. Limited applicability
3	Good. Some applicability
4	Very Good. Substantial applicability
5	Excellent. Total applicability

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

[a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.03 _____

**7.04
Experience and Qualifications**

Weight 40 **Percent**. Maximum Point Value for this Section
100 Points x 40 **Percent** = 40 **Points**

Rating Scale (40 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-10	Fair. Limited applicability
11-20	Good. Some applicability
21-30	Very Good. Substantial applicability
31-40	Excellent. Total applicability

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

Questions regarding the personnel.

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

Questions regarding the firm.

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

EVALUATOR'S NOTES _____

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 7.04 _____

**7.05
Contract Cost**

Weight **30 Percent**. Maximum Point Value for this Section
100 Points x **30 Percent** = **30 Points**

Applying Preference Laws

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

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

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

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

Converting Cost to Points

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

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

COST PROPOSAL EVALUATION

EVALUATOR'S POINT TOTAL FOR 7.05

Request for Proposal Evaluation Summary

NOTE: REVISE OR DELETE AS NEEDED.

Name of RFP: Agent Licensing Examination Services		
RFP Number: 401.5-09-001		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 70 Points)	Maximum Points by Category	Score
1. Understanding of the Project	5	
2. Methodology Used for the Project:	20	
3. Management Plan for the Project:	5	
4. Experience and Qualifications:	40	
Cost Evaluation (Maximum 30 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml 2. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 30 points = Awarded Points		
5. Cost	30	
Total		

**Request for Proposal
Evaluation Totals**

Name of RFP: Agent Licensing Examination Services, RFP Number: 401.5-09-001						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	60 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Understanding of the Project	5					
2. Methodology Used for the Project:	20					
3. Management Plan for the Project:	5					
4. Experience and Qualifications:	40					
Evaluator Totals						
Grand Total	Note: Sum of all individual scores.					
Technical Proposal Score	Note: Total of individual points divided by the number of evaluators (70 POINT MAXIMUM).					
Cost Propose Score	Note: (30 POINT MAXIMUM)					
TOTAL						

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

Name of RFP: Agent Licensing Examination Services, RFP Number: 401.5-09-001						
Date:						
Technical Evaluation Criteria	70 POINTS Maximum	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1. Understanding of the Project	5					
2. Methodology Used for the Project:	20					
3. Management Plan for the Project:	5					
4. Experience and Qualifications:	40					
Technical Proposal Score						
Cost Proposals Score						
Grand Total						

ATTACHMENT 2
SERVICE CONTRACT

[See attached contract]

ATTACHMENT 3
RISK MANAGEMENT APPENDIX

See information at: <http://www.nd.gov/spo/legal/guidelines/>

**ATTACHMENT 4
COST PROPOSAL FORMAT**

Submitted by: _____
(vendor)

Examination Type:	Vendor's Proposed Fee Per Exam:
Life and Annuity (Part I – Product)	
Life and Annuity (Part II – Laws and Regulations)	
Accident and Health (Part I – Product)	
Accident and Health (Part II – Laws and Regulations)	
Life and Annuity, Accident and Health (Part II – Laws and Regulations)	
Property (Part I – Product)	
Casualty (Part I – Product)	
Casualty (Part II – Laws and Regulations)	
Property and Casualty (Part II – Laws and Regulations)	
Consumer Credit (Product and Laws)	
Crop Insurance (Product and Laws)	
Bail Bonds (Product and Laws)	
Legal Expense Insurance (Product and Laws)	
Personal Lines (Product and Laws)	

ATTACHMENT 5

STATE OF NORTH DAKOTA
North Dakota Insurance Department
600 East Boulevard Avenue
State Capitol – Fifth Floor
Bismarck ND 58505
(701) 328-2440 (701) 328-4880 (fax)

DATE

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP): **Agent Licensing Examination Services, RFP Number: 401.5-09-001** was issued by the North Dakota Insurance Department on July 1, 2009.

The following vendors submitted proposals in response to the RFP:

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

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

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

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

If you have any questions, please feel free to contact me at (701) 328-2440.

Sincerely,

Melissa Hauer

Procurement Officer

ATTACHMENT 6

CHECKLIST FOR OFFERORS

- Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- Review Appendices A and B. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- Be sure an individual authorized to bind the offeror to the provisions of the RFP signs the proposal.
- Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Registration requirements prior to the deadline stated in the RFP.
- 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.
- Identify all known federal requirements that apply to the proposal, the evaluation, or the contract.
- Provide the required number of references.
- Provide all documents or materials that must be submitted with the RFP.
- Identify and label and sections of the proposal you feel contain confidential information.