

STATE OF NORTH DAKOTA

***OMB, North Dakota Procurement Office
14th Floor Capitol Tower
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Bismarck, ND 58505-0310***

RFP Title: Marketing Communications Services Pool

RFP Number: 110.7-20-082

Issued: 08/26/2020

Purpose of RFP: The State of North Dakota seeks vendors to provide marketing communications services to support state agencies with various media campaigns, programs, and activities.

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SECTION ONE – INSTRUCTIONS

1.1 PURPOSE OF THE RFP

The State of North Dakota seeks vendors to provide marketing communications services on an as-needed basis.

The State plans to meet this need by awarding source-of-supply contracts to multiple vendors. Once these contracts are in place, State agencies, as well as local and tribal governments, will use a structured task order request process to obtain marketing communications services from the resulting vendor pool.

1.2 COOPERATIVE PURCHASING

The contract resulting from this solicitation is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections [54-44.4-13](#). The contract is made available to state entities, institutions under the jurisdiction of the State Board of Higher Education, other government entities (including counties, cities, townships, public primary and secondary educational entities, governmental boards and commissions), nonprofit entities established on behalf of public entities, tribal agencies, transportation providers under N.D.C.C [chapter 39-04.2](#), and the International Peace Garden. Participation by other governmental entities is not mandated or guaranteed; therefore, the estimated volume of this contract is not known.

The CONTRACTOR may contact the Procurement Officer for assistance in determining whether an entity is eligible to purchase under this contract.

DEFINITIONS

For the purposes of this RFP, the acronyms and defined terms are as follows:

Acronym or Term	Name or Definitions
Contractor	Entity that has an approved contract with the State of North Dakota
CT	Central Time Zone
RFP	Request for Proposal
Solicitation Closing	Deadline for receipt of proposals listed in the RFP Schedule
SPO	Office of Management and Budget, State Procurement Office

1.3 PROCUREMENT OFFICER CONTACT INFORMATION

The procurement officer is the point of contact for this RFP. Offerors shall direct all communications regarding this RFP to the procurement officer. Please do not add the procurement officer to any marketing distribution lists.

PROCUREMENT OFFICER: Gabriel Hoggarth

PHONE: 701-328-2740

FAX: 701-328-1615

TTY Users call: 7-1-1

E-MAIL: gjhoggarth@nd.gov

Engaging in unauthorized communication or seeking to obtain information about an open solicitation with any state employee or official other than the responsible procurement officer or designee is sufficient grounds for suspension or debarment. [N.D.A.C. § 4-12-05-04(7)]

1.4 RFP SCHEDULE

EVENT	DATE
RFP issued	08/26/2020
Deadline for Submission of Questions and Objections by 12:00 PM CT	09/02/2020
Solicitation Amendment with Responses to Questions issued approximately (if required)	09/09/2020
Deadline for Receipt of Proposals (Solicitation Closing) by 3:00 PM CT	09/16/2020
Presentations (if required)	09/17/2020 – 09/21/2020
Proposal Evaluation completed by approximately	09/22/2020
Notice of Intent to Award issued approximately	09/23/2020
Contract start approximately	10/01/2020

1.5 ASSISTANCE TO INDIVIDUALS WITH A DISABILITY

Contact the procurement officer, as soon as possible, if an individual with a disability needs assistance with the RFP, including any events in the RFP schedule, so reasonable accommodations can be made.

1.6 BIDDERS LIST AND SECRETARY OF STATE REGISTRATION REQUIREMENTS

Offerors must comply with requirements related for Office of Management and Budget (OMB) Bidders List application and Secretary of State registration [N.D.C.C. § 54-44.4-09]. Bidders Lists are used to notify vendors when solicitations are issued on the State Procurement Online system (SPO Online).

Proposals will be accepted from offerors that are not on the Bidders List. The successful offeror should complete the Bidders List application process and comply with Secretary of State registration requirements within 30 calendar days from the date a notice of intent to award is issued. If the successful offeror does not register within this time, its proposal may be rejected.

Offerors may complete the Bidders List application process if desired, but it is not required. Registration with the North Dakota Secretary of State is not required.

1.7 Vendor Registration Information Websites:

Secretary of State Registration. Complete the online Secretary of State registration process (fees apply): <https://firststop.sos.nd.gov/>. Select “Start a Business.” You will need to create a username and password. Contact the Secretary of State, Business Services at 701-328-2904 or sosbir@nd.gov for assistance.

Bidders List Application Process. Complete the online Bidders List application process: <https://www.nd.gov/omb/vendor>. Contact the OMB State Procurement Office for assistance at 701-328-2773 or email infospo@nd.gov.

1.8 Bidders List Used for this Solicitation. Notices related to this RFP will be sent to the Bidders List for the needed commodity or service and other known potential offerors. The following commodity codes were used for the Bidders List for this solicitation: Commodity Code 918 Sub Class 12 & Commodity Code 961 Sub Class 60

1.9 Vendor Payment Registration. The successful offeror may be required to register as a new supplier to receive payment from the State. See the Office of Management and Budget website for more information: <https://www.nd.gov/omb/vendor/vendor-payments>

1.11 STATE PROCUREMENT WEBSITE (SPO ONLINE)

This RFP and any related amendments and notices will be posted on the North Dakota Office of Management and Budget website using the State Procurement Online system (SPO Online). Offerors are responsible for checking this website to obtain all information and documents related to this RFP: <https://www.nd.gov/omb/vendor/bidding-opportunities-spo-online>

Select "[SPO Online](#)." From the left menu click Bidder Resources, then click "State Procurement Online". The Bidder Services Main Menu will appear, click on "Recent Solicitations" under the Solicitation section. Recent solicitations are listed by close date.

Offerors not having completed the Bidders List registration may request to receive notices related to this RFP by contacting the procurement officer in writing with the following information: RFP title, business name, contact person, mailing address, telephone number, and email address.

1.12 AMENDMENTS TO THE RFP

If an amendment to this RFP is issued, it will be provided to all offerors on the Bidders List for the solicitation and to those prospective offerors who have contacted the procurement officer to receive notices related to the RFP. An offeror shall include in its proposal any required acknowledgements of amendments to the RFP.

1.13 DEADLINE FOR QUESTIONS AND OBJECTIONS

Offerors should carefully review the RFP including all attachments. Offerors may ask questions to obtain clarification and request additional information, or object to material in the RFP. Questions and objections must be submitted to the procurement officer in writing by the deadline identified in the RFP schedule. If no deadline is specified, questions or objections must be received at least seven days prior to the Proposal Receipt Deadline. The Procurement Officer may elect to respond to questions received after the deadline.

Questions and objections should include a reference to the applicable RFP section or subsection. Email is the preferred method of submission with the RFP number cited in the email subject line.

Responses to questions will be distributed as a solicitation amendment, unless the question can be answered by referring the offeror to a specific section of the RFP.

1.14 OFFER HELD FIRM

Offerors must hold proposals firm for at least **90 days** from the deadline for receipt of proposals. The STATE may send a written request to all offerors to hold their offer firm for a longer time period of time.

1.15 OFFEROR RESPONSIBLE FOR COSTS

Offeror is responsible for all costs associated with the preparation, submittal, presentation, and evaluation of any proposal.

1.16 TAXES

The STATE is not responsible for and will not pay itemized local, state, or federal taxes. Purchases of tangible personal property made by a state government agency is exempt from sales tax. The state sales tax exemption number is E-2001, and certificates will be furnished upon requested by the purchasing agency. The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The purchasing agency will determine if services provided under this contract are 1099 reportable. The purchasing agency may require the contractor to submit an IRS Form W-9.

The state tax exemption number should not be used by contractors in the performance of a contract.

A contractor or service provider 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 materials, tangible personal property, and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-1246 or visit its website at <https://www.nd.gov/tax/tax-resources/> for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold state income tax from the employees' compensation and remit to the state as required by law. Contact the North Dakota Tax Department at 701-328-1248 or visit its website for more information.

1.17 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 cost.

1.18 PROPOSAL RECEIPT DEADLINE – LATE PROPOSALS REJECTED

An offeror is responsible for ensuring its proposal is received by the STATE prior to the proposal receipt deadline identified in the RFP schedule. A solicitation amendment will be issued if this deadline is changed. An offeror may contact the procurement officer to inquire whether its proposal has been received. Offerors assume the risk of the method of dispatch chosen. The STATE assumes no responsibility for delays caused by any delivery service. Postmarking by the deadline shall not substitute for actual proposal receipt by the STATE. Proposals delivered late will be rejected pursuant to [N.D.A.C. § 4-12-08-13](#).

1.19 PROPOSAL OPENING

This is a formal sealed Request for Proposal (RFP) process. Proposals will be secured and held unopened until the proposal receipt deadline. A public opening will not be held. At the specified date and time, each proposal will be opened in a manner to avoid disclosure of the contents to the competing offerors.

1.20 AMENDMENT AND WITHDRAWAL OF PROPOSALS

Offerors may amend or withdraw proposals prior to the deadline 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, and the STATE may permit withdrawal.

1.21 NEWS RELEASES

Offerors shall not make any news releases related to this RFP without prior approval of the STATE.

1.22 CONFLICT OF INTEREST

Under state laws and rules, a state employee or official shall not participate directly or indirectly in a procurement when the state employee or officials knows of a conflict of interest. Potential conflicts of interest include state employees or their immediate family members employed by the firm, seeking employment with the firm, or with a financial interest in the firm. Potential conflicts of interest will be addressed in accordance with [N.D.A.C. § 4-12-04-04](#). [N.D.C.C. § 12.1-13-03].

Persons employed by the State of North Dakota, or within one year thereafter, may be prohibited from acquiring a pecuniary interest in a public contract or transaction. Offerors should review N.D.C.C. § 12.1-13-02 to ensure compliance and avoid such conflict(s) of interest.

1.23 ATTEMPT TO INFLUENCE PROHIBITED

Offerors must not give or offer to give anything to a state employee or official anything that might influence, or appear to influence procurement decisions. Suspected attempt to influence will be handled in accordance with [N.D.A.C. § 4-12-04-05](#).

1.24 COLLUSION PROHIBITED

Offerors must prepare proposals independently, without collusion. Suspected collusion will be handled in accordance with [N.D.A.C. § 4-12-04-06](#).

1.25 PROTEST AND APPEAL

An interested party may protest a solicitation pursuant to [N.D.C.C. § 54-44.4-12](#) and [N.D.A.C. § 4-12-14-01](#). When a solicitation contains a deadline for submission of questions and objections, protests of the solicitation will not be allowed if these faults have not been brought to the attention of the procurement officer before the specified deadline. If no deadline for questions is specified, protest based upon defects in the solicitation must be made at least seven calendar days before the deadline for receipt of proposals.

An offeror that has submitted a response to a solicitation and is aggrieved may protest an award or notice of intent to award pursuant to [N.D.C.C. § 54-44.4-12](#) and [N.D.A.C. § 4-12-14-02](#). The protest must be submitted in writing to the Procurement Officer during the protest period, which is seven calendar days beginning the day after the notice of intent to award is issued.

The protestor may appeal the decision of the procurement officer to the Director of Office of Management and Budget (OMB) within seven calendar days after receiving notice of the decision pursuant to [N.D.C.C. § 54-44.4-12](#) and [N.D.A.C. § 4-12-14-03](#).

SECTION TWO – BACKGROUND

2.1 BACKGROUND INFORMATION

The State of North Dakota seeks vendors to provide marketing communications services to support state agencies with various media campaigns, programs, and activities.

Numerous state agencies and entities, including state, local and tribal governments, utilize marketing communications services from vendors for advertising, media buying, design work, websites, public relations and more. The purpose of the vendor pool is to identify contractors interested in working with the State of North Dakota, establish services and capabilities, and meet state requirements while expediting the process for procuring marketing communications needs. Participation by state agency/department is not mandated; therefore, the work volume and timeline of each project is not known.

2.2 BUDGET

The estimated budget for completion of the work under this contract depends on the scope and reach of each planned campaign.

A budget may be identified by the requesting agency and the contracted vendor will be expected to operate within the identified budget.

SECTION THREE – SCOPE OF WORK

3.1 SCOPE OF WORK

The STATE is soliciting proposals for contractors to provide marketing communications services to assist state, local and tribal governments with the administration and implementation of marketing services. The goal of this RFP is to create a contractor vendor pool for state, local, and tribal governments to expedite procurement for these services.

State agencies and other governmental entities will use a structured task order request process to obtain marketing communications services from this vendor pool.

Awarded vendors will be responsible to:

- Assign project managers in a number adequate to provide coordinated, responsive, and efficient service throughout the life of the contract.
 - Project managers will meet periodically, as requested, for ongoing campaign planning, implementation and monitoring throughout the life of the contract.
- Establish project management and reporting as agreed with STATE

Awarded vendors may be responsible to:

- Develop a media and marketing plan. The media plan may include:
 1. proposed creative concepts,
 2. outreach strategies,
 3. target markets,
 4. data and justification for the planned approach including market research (either existing research or through market testing conducted by the agency),
 5. a timeline that reflects the proposed implementation of media and marketing, and
 6. key performance indicators (KPIs) or other measurements of success.
- Implement the media plan and be responsive to changes in timing, budget, ad performance, and agency needs.
- Purchase paid media consistent with the media plan and to potentially include television, radio, out-of-home, print, email, direct mail, social and digital media, etc.
 - Track and report performance of paid media.
- Develop and implement earned media and public relations plans and materials consistent with the media plan.
 - Track and report as requested. This could include clipping reports of news releases that were picked up through television, radio and/or newspaper, Google Analytics reports, social media reports for Facebook, Twitter, etc. or other requested reports.
- Creative design production, potentially including advertising campaigns, promotional materials, long- and short-form video and multimedia.
- Develop or maintain existing campaign websites per North Dakota Information Technology [Website Standards](#).

- Manage social media accounts as requested – this could include Facebook, Instagram, Snapchat, Twitter, YouTube, etc.
 - Management of these social media accounts may include, but is not limited to, posting and creating daily content relevant to the planned campaign, updating profile and cover photos relevant to the campaign, and boosting and tracking posts.
- Develop and maintain partnerships with businesses and other entities for potential sponsorship opportunities; widespread distribution of campaign materials and activities to achieve message saturation; and other activities.
- The development of toolkits, or supplemental campaign materials, as well as technical assistance for the STATE'S partner entities, reinforcing appropriate use of the campaign materials. Tracking of contact/distribution lists for partner agencies.
- Complete other media-related activities as requested, for example:
 - Edits, dubbing, sizing, etc. of existing media materials.
 - Develop and print banners, pamphlets, posters, etc.
 - Work with partners to create educational materials (i.e., radio/video scripts, banners, etc.) for various sponsorships and events.

3.2 APPLICABLE DIRECTIVES

The work performed under this contract must comply with all applicable local, state and federal laws, rules, codes, and regulations. The Contractor shall obtain and maintain all licenses, permits, and authority necessary to do business and render service under this Agreement.

The Contractor must be in compliance with state and federal statutes including Executive Order 11246 (as amended by Executives Orders 11375 and 12086), Federal Fair Labor Standards Act, "Equal Employment Opportunity," Sections 103 and 107 of the "Contract Work Hours and Safety Standards Act," the Copeland "Anti-Kickback" Act, the Brooks-Murkowski Amendment, and any others regarding performance of activities under the respective grant program they will be assisting with.

3.3 REQUIREMENTS

Deliverables

See Section 3.1, Scope of Work.

Location of Work/Travel

The work is to be performed, completed, and managed as described throughout this RFP. The State will not provide workspace for the contractor. Depending on the contractor's location, travel may be required. Travel costs will be reimbursed to the contractor per state rules.

Project Management Plan

The media agency will be expected to use appropriate project management to ensure each campaign or activity is accomplished on time, within budget, and meets quality standards. The media agency will work collaboratively and under the direction of assigned program manager.

Contract Term, Schedule and Deliverables

1. Contract Term

The State intends to enter into a contract with an effective date beginning 10/01/2020 and ending 09/30/2022.

This contract may be renewed upon satisfactory completion of the initial contract term. The State reserves the right to execute up to 3 options to renew this contract for a period of 24 months each. The State also reserves the right to execute 1 option to extend this contract for a period of 12 months.

2. Schedule and Deliverables

See Section 3.1, Scope of Work

3.4 EXPERIENCE AND QUALIFICATIONS

Minimum Qualifications

The offeror must have completed or participated in at least five (3) successful marketing campaigns. The offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive and rejected.

Experience

The offeror must meet the following experience requirements in order to be considered for contract award. A proposal from the offeror that does not meet minimum experience requirements will be rejected. The offeror must have a minimum of 3 years of experience as it directly relates to marketing communications services.

Contractor Project Team Personnel

The contractor must inform the State of any changes to the contractor's project team members named in the proposal, in advance and in writing. The personnel changes of key contractor project team members that are not acceptable to State may be grounds for the State to terminate the contract.

Background Check

If STATE, including the state agency entering into this Contract on behalf of the STATE, has the necessary authority under [N.D.C.C. §12-60-24](#), STATE may require personnel that CONTRACTOR assigns to perform work under this Contract, including employees, contracted staff, subcontractors, or other individuals, to submit to a criminal history record check. STATE shall have the right to reject any individual CONTRACTOR assigns to perform work under this Contract if, in STATE's sole discretion, it determines that the results of the criminal history record check make the individual unacceptable. CONTRACTOR agrees to be responsible for all costs associated with criminal history record checks carried out pursuant to this paragraph.

Forms and information regarding North Dakota Criminal History Record Checks are available on the following website: <https://attorneygeneral.nd.gov/public-safety/criminal-history-records/requesting-criminal-history-record-check>

3.5 TASK ORDER

Request

Entities eligible to purchase under this contract will issue the Contractor a Task Order Request for services required.

Task Order Process

When an agency requires marketing communications services from the marketing communications services contractor pool - the agency will prepare a written task order request. This will include a Statement of Work (SOW) describing the required services. An agency may issue a task order request directly to any of the awarded vendors in the appropriate pool category OR an agency may elect to conduct a competitive process by requesting project proposals from two or more vendors. The agency will select the vendor project proposal that best meets the SOW requirements based upon the selection criteria stated in the task order request.

Submission of Project Offer

Each non-emergent task order request will specify an offer due date for the vendor to respond to the State's request. This time frame will be no less than two (2) business days, but it may be more at the State's discretion. Within the specified time frame, the vendor must respond to the agency that issued the task order request, either affirming or denying its ability to provide the professional consulting services in the required project time frame. During this response period, if necessary, the vendor may seek clarifications of the work involved.

If the vendor is unable to provide the services requested, it must state the reason in the appropriate section on the Task Order Request form, sign and return the form to the requesting agency by the offer due date.

If the vendor is capable of fulfilling the task order, it will complete and attach a "Project Offer" to the Task Order Request form, sign and return the form to the requesting agency by the proposal due date. The "Project Offer" will include the following items:

- 1) Basic vendor staff information: Name and date of availability;
- 2) If agency requests a hourly rate Bid, the vendor must respond with personnel costs for the staffing required. Propose a service rate for each section. If the Task Order Request project dates span more than one year of the Contract term, the vendor must provide rates for each effective year. Service rates may not exceed the rates originally proposed in response to this RFP; however the rates may be less, depending on the Agency's requirements, nature of the job market, and the vendor staff abilities;
- 3) If agency requests a Fixed Bid, provide a fixed price offer to accomplish the Statement of Work;
- 4) Resume(s) for vendor staff, if agency requests; and
- 5) If agency requests reference checks for vendor staff, each vendor staff reference check must include the results of two reference checks that the vendor has performed on the proposed individual, including the names and telephone numbers of the references. At

least one of the references must be from a previous employer or from a customer for which the vendor staff performed grant management consulting services.

3.6 CHANGE ORDERS

A change order process will be used to manage issues and changes during the life of a task order project. A change request must be in writing to document the potential change. The change will be reviewed and, if acceptable to the agency, the vendor will submit 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. A change order must be approved and signed by both parties prior to implementation of the change.

3.7 CONTRACT PERFORMANCE PROVISIONS

The success of this contract depends on vendor response to agency issued task orders and the quality of marketing communications services rendered. The following performance provisions and reporting requirements apply to vendors participating in this contract.

Vendor Reporting Requirements

By submitting a proposal to this RFP, the vendor agrees, should it be awarded a contract, to the following reporting requirements:

- 1) Participate, as requested, in periodic project status meetings
- 2) Participate, as requested, in periodic project executive steering committee meetings
- 3) Provide, as requested, written activity/status reports to the agency regarding work accomplished for each task order
- 4) Provide a report as requested by the State Procurement Office (template will be provided) at least once each annual contract period, within 30 days of the request, that includes a summary of task orders completed or in progress. The summary shall include task order number and short description of the project, agency name, contract type (Time & Materials or Fixed Bid), number of vendor staff provided, and task order price

Customer Satisfaction Surveys

Throughout the Contract term, agencies may be asked to complete customer satisfaction surveys rating the agency's satisfaction with quality of work, cost and schedule adherence, and contract compliance. Dissatisfaction with vendor performance indicated on agency customer satisfaction surveys may be used by the State in making a determination to terminate or restrict the vendor's contract.

Upon the State's exercising its right to restrict a vendor contract, the vendor may not be allowed to accept any future task orders. The remainder of the contract provisions shall remain in effect to the extent necessary to allow the vendor to complete any existing task orders that are in progress. When a restricted vendor completes its existing task orders, the State may reinstate the vendor if the performance problems have been resolved or it may exercise its option to terminate the vendor contract.

Data Security and Privacy

1. Vendor must ensure the security and confidentiality of confidential information.
2. Vendor must protect against anticipated threats or hazards to the security or integrity of confidential information.

3. Vendor must protect against unauthorized access to or use of confidential information that could result in harm or inconvenience to any customer.
4. Vendor must dispose of confidential information in a secure manner.
5. Vendor must not allow non-consumer initiated transactions, up-selling or aggregate data mining of any kind.
6. It shall be the responsibility of the vendor to assure the responsibility of any organization requesting access to State of North Dakota data housed by the vendor.
7. As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any systems or software meets or exceeds the Top 20 Critical Security controls located at <http://www.sans.org/critical-security-controls/>.

Cyber Security Liability

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of North Dakota. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

Information Security

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

Additional Incentives

Describe additional features, if any, which may be offered to the State, based on organizations of this size.

Risk Management

The contractor will take appropriate measures to ensure the safety of its employees, state employees, the public, and property. The contractor must identify any potential risks, issues and problems associated with the project and identify ways to mitigate those potential risks.

Project Management Plan

The contractor will be expected to use appropriate project management to ensure the work is accomplished on time, within budget, and meets quantity and quality standards.

1. The contractor will be required to collaborate with the STATE to agree upon the contract schedule, including a work breakdown, schedule of tasks and activities, and progress milestones.
2. The contractor will be required to coordinate with the STATE to develop a communication plan. Any problems or unforeseen events must be communicated timely to the STATE project manager, and any changes must be agreed upon between the parties and set forth in a written amendment to the contract. If the STATE requires corrective action, the contractor will be notified in writing.
3. Contract Closeout Plan
When the contract is completed, the STATE and contractor will communicate regarding the contract closeout, including transition of any records. A contract closeout debrief may be performed at the discretion of the procurement officer or project manager designated by the STATE. The debriefing time and location will be negotiated between the STATE and contractor. The contractor must collaborate in development a Project Closeout Report to include feedback regarding the project implementation and any lessons learned.

SECTION FOUR – PROPOSAL INSTRUCTIONS

4.1 PROPOSAL PREPARATION

The STATE discourages overly lengthy and costly proposals. An offeror must prepare its proposal using the prescribed proposal format and provide all the requested information; this will enable the proposal to be evaluated fairly and completely. If an offeror submits more than one proposal, each proposal must be prepared in accordance with these instructions.

4.2 PROPOSAL SUBMISSION INSTRUCTIONS

Each proposal will include a technical proposal and a cost proposal prepared in accordance with these instructions. The technical proposal and cost proposal must be submitted as separate documents, clearly labeled with the name of the Offeror and marked “Technical Proposal” and “Cost Proposal.” Costs must not be revealed in the technical proposal. Options may be discussed in the technical proposal, but all cost information must be in the cost proposal only.

EMAILED OR FAXED SUBMISSION

Uploaded proposals are required; therefore, proposals cannot be submitted by email or fax.

UPLOAD RESPONSE THROUGH THE STATE PROCUREMENT ONLINE SYSTEM (SPO ONLINE):

Offerors **must electronically submit proposals** through the State Procurement Online system (SPO Online) by the Solicitation Closing date and time.

1. This solicitation is posted on SPO Online at: <https://www.nd.gov/omb/vendor>
2. Click on “Bidding Opportunities.” Go to “Recent Solicitations” and find this solicitation.
3. Use “Upload Response” to upload a maximum of five (5), clearly labeled documents before the deadline for receipt of proposals in the RFP Schedule.
4. Offerors must upload their Technical Proposal and Cost Proposal in separate files.
5. The maximum file size allowed is 50mb per file.
6. All field entries must be alphanumeric. Dashes and underscores are allowed, however the system does **not** accept other special characters such as apostrophe, & symbol, quotation marks, etc.
7. Offerors will receive an email confirmation from infospo@nd.gov that the upload response was received including the “File Description” for the uploaded files. Review this email to ensure all files were successfully uploaded. If you do not receive an email confirmation, the upload was not successful, and you will need to upload the files again. If you do not receive an email confirmation after the reattempt, contact the Procurement Officer or the State Procurement Office at infospo@nd.gov or 701-328-2740.

Visit <https://www.nd.gov/omb/vendor/bidder-resources> for the SPO Electronic Response Job Aid which describes how to submit an electronic response.

4.3 PROPOSAL FORMAT

Prepare the technical proposal and cost proposal in accordance with these instructions.

Technical Proposal – Format the proposal with the following labeled sections:

- Section 1 – Cover Letter
- Section 2 – RFP Amendments
- Section 3 – Scope of Work Strategy
- Section 4 – Experience and Qualifications
- Section 5 – Contract Provisions
- Section 6 – Open Records and Confidentiality

Cost Proposal – The Cost Proposal must be a separate document. Format the cost proposal following the RFP instructions.

4.4 TECHNICAL PROPOSAL

SECTION 1 – COVER LETTER

Proposals shall include a cover letter that includes the following:

1. The name of the offeror, name of the person to contact regarding the proposal, email address, telephone number, and mailing address.
2. Offerors are instructed to review the “Conflict of Interest” provisions in RFP Section 1 “Instructions.” If the firm, its employees or subcontractors working on the contract have an apparent or actual conflict of interest, provide a statement disclosing the circumstances of the apparent or actual conflict of interest. Otherwise, provide a statement that your firm, employees and subcontractors do not have a conflict of interest.
3. The cover letter must be signed by an individual with authority to bind the offeror. By signing the cover letter, an offeror certifies that it complies with:
 - a. All the requirements, terms and conditions as set forth in this RFP.
 - b. The requirement that the offeror’s proposal accurately describes the goods and services being offered to the STATE, and the proposal will be held firm for the period specified.
 - c. All local, state, and federal laws, rules, code laws, rules, code, regulation, and policies, including those relating to nondiscrimination, accessibility, civil rights and equal employment.
 - d. The requirement that this proposal was prepared independently without collusion.

SECTION 2 – RFP AMENDMENTS

Provide signed copies of all Solicitation Amendments issued by the STATE that were required to be acknowledged by offerors.

SECTION 3 –SCOPE OF WORK STRATEGY

Offeror must review the requirements and deliverables provided in RFP Section 3, Scope of Work.

1. **Project Management Plan.** The proposal must describe how the contractor intends to manage the project to ensure the work is accomplished on time, within budget, and meet quantity and quality standards. Offerors may provide a narrative or organizational chart to illustrate the lines of authority and accountability.

SECTION 4 –EXPERIENCE AND QUALIFICATIONS

Experience and Qualifications of the Firm

Provide a brief history and describe the organization of the firm. Describe the number of years the offeror has provided the type of work requested in this RFP. Describe specific experience of the firm in completing similar projects.

Experience and Qualifications of the Project Team

Provide a narrative or organizational chart that describes the organization of the proposed project team. Provide information for key project team members, including:

1. Description of anticipated work they will perform and approximate estimated hours;
2. Resume or description of the relevant education, training, experience, skills and qualifications;
3. If the offeror has vacant positions, identify the job description and minimum qualifications for staff members to be recruited;

4. Subcontractors. 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. Provide a statement that the offeror will ensure that the subcontractor has or will obtain any required licenses and registrations, including registration with the North Dakota Secretary of State; and
5. Joint Venture. If submitting a proposal as a joint venture, provide narrative statements that describe the roles and responsibilities of each party to the joint vendor. If available, submit a copy of the joint venture agreement that identifies the parties involved and its rights and responsibilities

References

Provide three reference letters from clients for whom similar work was completed. The reference letter must include the name of a contact person, address, email, and telephone number. The STATE may contact references provided for verification and to obtain additional information. **An unsatisfactory reference check will result in proposal rejection.**

SECTION 5 – CONTRACT PROVISIONS

Offeror shall review the STATE’s Contract – Attachment B.

The offeror must be able to accept the STATE’s Contract as written.

SECTION 6 – OPEN RECORDS AND CONFIDENTIALITY

All proposals and other material submitted become the property of the State and may be returned only at the State’s option. The State of North Dakota has broad open records laws. Proposals received are exempt from open record requirements until an award is made, in accordance with [N.D.C.C. § 54-44.4-10\(2\)](#). After award, proposals are subject to the North Dakota open records laws. Proposals or portions of proposals may be confidential only if specifically stated in law.

Offerors are instructed not to mark their entire proposal as “confidential.”

Offeror must provide one of the following in their proposal:

- Provide a statement indicating that their proposal does not contain any confidential information; or
- Make a written request to hold confidential any trade secrets and other proprietary data contained in its proposal. Offeror must clearly identify the material considered confidential and explain why the material is confidential. See the North Dakota Office of the Attorney General website for additional information. <https://www.ag.nd.gov/OpenRecords/ORM.htm>

If the STATE receives a request for public information, the procurement officer, in consultation with the Office of the Attorney General, shall determine whether the information is an exception to the North Dakota open records laws, and the information shall be processed accordingly.

4.5 COST PROPOSAL

Cost Proposal Format. Cost proposals must be prepared as a separate document from the technical proposal, clearly labeled, “Cost Proposal.”

Offeror must complete the Cost Proposal Format - Attachment F or prepare a cost proposal following the same format. Offeror must also complete the Cost Value Add of Media Placement spreadsheet or prepare an equivalent document following the same format.

4.6 CREATIVITY AND ABILITY

For the State to evaluate the creativity and ability of competing media firms, applicants must provide a presentation that showcases an existing campaign that the firm created. The presentation should include the project team and their roles, an overview of the campaign goals, supporting market research, creative materials, media placement plan, and any other details the firm would like to share.

Presentations to the State may be scheduled once Technical and Cost Proposals have been received by the State. If deemed necessary, presentations are scheduled to occur 09/17/2020 - 09/21/2020 via a platform with video conferencing capabilities common to both the State and the vendor. Examples include Microsoft Teams and/or Skype.

4.7 BONDS

No bonds are required.

SECTION FIVE – AWARD AND PROPOSAL EVALUATION

5.1 AWARD

The STATE intends to award contracts to multiple offerors, pursuant to [N.D.A.C. § 4-12-11-07](#). The STATE will make an award to up to ten (10) of the highest scoring offerors whose proposals are determined to be responsive to the requirements of the solicitation and are determined to be most advantageous in consideration the RFP evaluation criteria.

5.2 RESPONSIVENESS

All proposals will be evaluated to determine if they are responsive to the requirements of the solicitation. The STATE reserves the right to waive minor informalities in accordance with [N.D.A.C. chapter 4-12-10](#). Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from RFP document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other offerors. Responsive proposals will be evaluated by the procurement officer or evaluation committee using the evaluation criteria stated in the RFP.

5.3 RESPONSIBILITY – SUPPLEMENTARY INVESTIGATION

The STATE reserves the right to contact references, other customers, including state and local government agencies, regarding past experience with the offeror. Prior experience of the state agency or institution with any prospective offeror may also be taken into consideration during evaluation.

The STATE may, at any time, may make a supplementary investigation as to the responsibility of any offeror in accordance with [N.D.A.C. § 4-12-11-04](#). This investigation may include, but is not limited to, financial responsibility, capacity to produce, sources of supply, performance record, or other matters related to the offeror's probable ability to deliver if a contract is awarded to the offeror. If it is determined that an offeror appears not to be sufficiently responsible, the proposal will be rejected.

5.4 EVALUATION CRITERIA

Proposals will be evaluated using a 100 point scale. The evaluation committee will award points based on the questions in the Technical Proposal Evaluation Worksheet – Attachment Insert number. The technical proposal evaluation score and cost proposal evaluation score will be added together to determine the total evaluation score. After the initial evaluation, the evaluation committee may determine which proposals are reasonably susceptible for award and continue the evaluation process with only those offerors. Offerors whose proposals are not selected for further evaluation may request a debrief from the procurement officer after an award notice is issued. The final evaluation score will consider information received by the State, including but not limited to, discussions with offerors, demonstrations, presentations, site visits, reference checks, and best and final offers.

The evaluation criteria and relative weight is as follows:

Technical Proposal Evaluation: 80 Points

- A. Scope of Work Strategy– 50 Points
- B. Experience and Qualifications – 30 Points

Cost Proposal Evaluation: 20 Points

5.5 COST PROPOSAL EVALUATION – RECIPROCAL PREFERENCE

The STATE will calculate evaluation points awarded to cost proposals. Any prompt payment discount 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 in accordance with [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). For more information, refer to [Guidelines to North Dakota Purchasing Preference Laws](#).

The cost amount used for evaluation may also be affected by the application of other costs required to implement the proposed solution to determine the total cost of the solution (i.e. cost for ITD to host a STATE hosted solution).

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. Cost proposals will be evaluated using the following formula.

Price of Lowest Cost Proposal

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

5.6 CLARIFICATIONS OF PROPOSALS – DISCUSSIONS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or 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. Discussions will be limited to the specific section of the RFP or proposal indicated by the STATE. Discussions are generally conducted by telephone or internet-based conference.

In conducting discussions, there may be no disclosure of any information derived from proposals submitted by competing offerors. Clarifications may not result in material or substantive change to the proposals. Evaluation scores may be adjusted based in consideration of information obtained through discussions.

5.7 RIGHT OF REJECTION

The STATE reserves the right to reject any proposals, in whole or in part. Proposals received from suspended or debarred bidders will be rejected. Proposals determined to be nonresponsive to the requirements of the RFP will be rejected. The STATE reserves the right to reject the proposal of an offeror determined to be not responsible. The STATE reserves the right to refrain from making an award if determined to be in its best interest.

5.8 PRESENTATIONS, DEMONSTRATIONS, SITE VISITS

After the initial evaluation, the evaluation committee may determine which proposals are reasonably susceptible for award and continue the evaluation process with only those offerors. These offerors may be required to provide a presentation for the evaluation committee. Offerors shall be responsible for all associated costs, including any travel and per diem. Offerors whose proposals are not selected for further evaluation may request a debrief from the procurement officer after an award notice is issued.

Location: Internet-based conference.

Scheduled: 09/17/2020 – 09/21/2020

5.9 BEST AND FINAL OFFERS

The STATE is not obligated to request best and final offers; therefore, offerors should submit their best terms (technical and cost) in response to this RFP.

If the STATE determines there is a need for any additional information, substantial clarification or changes to the RFP or proposals, the STATE may request for best and final offers from offerors that have submitted proposals determined to be reasonably susceptible for award. The best and final offer request will describe the additional information, clarification, or change being requested.

A date and time will be established for receipt of revised proposals. If an offeror does not submit a best and final offer, the STATE shall consider its original proposal as its best and final offer.

Best and final offers will be evaluated using the evaluation criteria stated in the RFP. The STATE may request more than one Best and Final Offer.

5.10 NEGOTIATIONS

Contract negotiations will be conducted in accordance with [N.D.A.C. § 4-12-12](#). The STATE may enter into negotiations with one or more offeror whose proposals received the highest scores and are reasonably susceptible for award. During negotiations, the STATE and offeror may agree to alter or otherwise change the terms and conditions and price of the proposed contract. Negotiation, if held, will be within the scope of the RFP and limited to those items that would not have an effect on the ranking of proposals.

Each offeror will be responsible for all costs it incurs as a result of negotiations, including any travel and per diem expenses. Contract negotiations will be conducted primarily by email, conference calls, or internet-based conference. Any on-site negotiation, if needed, will be held in Bismarck, North Dakota.

The STATE may terminate negotiations, reject a proposal as nonresponsive, and continue or commence negotiations with other offerors reasonably susceptible for award, if the offeror:

- fails to provide necessary information for negotiation in a timely manner,
- fails to negotiate in good faith,
- is unable to successfully negotiate contract terms that are acceptable to the STATE, or
- indicates that it cannot perform the contract within the budgeted funds.

5.11 NOTICE OF INTENT TO AWARD

After proposals have been evaluated and the successful offeror selected, notice of intent to award will be promptly issued to all offerors that submitted proposals. Upon issuance of this notice, the procurement file becomes an open record.

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

5.12 CONTRACT APPROVAL

This RFP does not, by itself, obligate the STATE. The STATE's obligation shall 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 shall 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.

5.13 EVALUATION DEBRIEFING

After the notice of intent to award is issued, offerors may contact the Procurement Officer to schedule an evaluation debrief. The debrief will provide information about the evaluation process and proposal scores.

SECTION SIX – CONTRACT INFORMATION

6.1 NORTH DAKOTA CONTRACTUAL REQUIREMENTS – BACKGROUND

As a public institution and government entity of the State of North Dakota (the STATE), there are a number of statutes, rules, and policies (Requirements) that may restrict or prevent the STATE from entering into certain types of contracts or certain contractual terms and conditions, some of these Requirements are non-negotiable.

While these Requirements occasionally make the process of negotiating a contract with the STATE more challenging than negotiating with a private industry business, these are not unique to any one agency of the State of North Dakota. These Requirements apply to all public institutions and government entities of the State of North Dakota. Although some are unique to North Dakota, the majority of these Requirements are common to public institutions and government entities throughout the United States.

6.2 STATE CONTRACT TERMS AND CONDITIONS – OFFEROR’S PROPOSED CHANGES

The STATE intends to execute a contract substantially similar to the Contract – Attachment B. The offeror will be required to sign the Contract attached to this RFP and must comply with the terms and conditions. The STATE may deem any failure to object to a contract provision as the offeror’s acceptance of that provision.

North Dakota procurement statutes, rules, and policies allow some negotiation of the terms and conditions. No changes to the terms and conditions will be permitted without prior written approval from the STATE.

Pursuant to [N.D.A.C. § 4-12-11-06](#), proposals subject to conditions imposed by the offeror may be rejected as nonresponsive, as determined by the STATE. Proposed terms and conditions that conflict with those contained in the attached contract or that diminish the STATE’s rights under the contract shall be considered null and void. The terms and conditions in the attached contract shall prevail in the event a conflict arises between a term or condition in the proposal and a term or condition in the attached contract.

Part or all of this RFP and offeror’s proposal may be incorporated into the attached contract.

The STATE may deem any failure to object to a contract provision as the offeror’s acceptance of that provision.

6.3 CONTRACT PROVISIONS

A. Contract Type.

The contract type will be as follows:

Firm Fixed Price with Adjustment. The contractor will be required to hold the price firm during the 24 months except as otherwise provided in the contract. During this period, no price increases will be allowed, and the contractor must notify the STATE immediately of any price decreases. After the completion of the firm fixed period, the contractor may make a written request to the STATE for a price increase. The request must include the basis for the cost increase, such as evidence that the price increase applies to all customers. The STATE must approve, deny, or negotiate the requested price increase within 30 days. Any price changes will be set forth in a written amendment to the contract.

B. Payment Procedures

Compensation and payment terms will be set forth in the contract based upon the successful offeror's proposal. The STATE will not make any advanced payments before performance by the contractor under this contract.

- The STATE will not make a single payment.

C. Inspection & Modification

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 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 STATE determine that corrections or modifications are necessary in order to accomplish its intent, the STATE may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

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

D. Contract Changes – Unanticipated Amendments

During the course of the contract entered as a result of this solicitation, the contractor may be required to perform additional work due to a legitimate unforeseen circumstance. That work will be within the general scope of the initial contract. When additional work is required, the STATE shall provide contractor a written description of the additional work and request contractor to submit proposal for accomplishing the scope of work. CONTRACTOR will not commence additional work until all parties agree in writing.

E. Purchasing Card

STATE may make payments under this contract using a state purchasing card. See the contract related to payments using the STATE purchasing card.

6.4 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

A. Indemnification and Insurance

[N.D.C.C. § 32-12.2-17](#) requires that the Office of Management and Budget establish guidelines for indemnification and insurance provisions in state contracts. The indemnification and insurance requirements contained in the attached contract are pursuant to those guidelines. The STATE shall not be deemed to have accepted any alteration of these provisions without prior written approval to offeror from the STATE acting in consultation with the North Dakota Risk Management Division.

B. Indemnification

Indemnification is a contractual clause by which one party to a contract asks the other party to defend it against any claims of third parties who might be injured as a result of something that occurs while the parties are performing their duties and obligations under the contract. Without specific authority to do so, the STATE agencies cannot enter into agreements indemnifying contractors, or any other entity, against third party claims.

Any clause that has the intent of seeking indemnification from the STATE, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the STATE may agree.

The STATE will also not agree to clauses to indemnify a contractor “to the extent permitted by law.” This is because the STATE knows that the extent to which the law permits it to indemnify contractors is no extent whatsoever, and as a result would be disingenuous for the STATE to imply in a contract that there might be some set of circumstances under which the STATE would defend the contractor against a third party claim(s). Simply put, the STATE is not going to agree to something it knows it cannot do. In this circumstance an “extent” clause is merely an invitation to litigate the matter in the event a third party claim(s) arises, and the STATE does not enter into agreements that invite litigation. Do not ask the STATE to indemnify you against third party claims because it is a contractual obligation to which the STATE cannot agree.

C. Insurance

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 STATE, in consultation with the North Dakota Risk Management Division. The successful 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.

D. Limitation of Liability

[N.D.C.C. § 32-12.2-15](#) establishes that the STATE is prohibited from limiting direct damages, including those resulting from property damage or personal injury. Any request by an offeror for the STATE to limit direct damages is a request to which the STATE cannot agree. The law provides the STATE some discretion to limit liability for indirect damages, but that discretion may only be exercised: a) in contracts for the purchase or lease of, or services related to, software, communication, or electronic equipment and economic forecasting; and b) after consultation with the Office of the Attorney General and Risk Management.

E. Waivers of Jurisdiction and Venue; Alternative Dispute Resolution

The North Dakota Attorney General is the STATE’s attorney for all purposes, including management of litigation and claims against the state. The STATE may not usurp the Attorney General’s authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. The STATE cannot, without specific authority, agree to the jurisdiction or the laws of another state or federal courts, nor can it contractually agree to participate in any form of alternative dispute resolution.

Although the STATE cannot contractually agree to such terms, this does not mean that in the event of a dispute, the STATE would not agree to participate in alternative dispute resolution. It simply means that this is a decision that must be made by the Attorney General and is a decision that is made at the time a dispute arises.

F. Confidentiality

All state agencies of North Dakota are subject to North Dakota public records laws. The STATE cannot agree to contractual terms that attempt to prevent it from having to disclose records that are declared public records under applicable statutes. Although some confidentiality and exemptions are allowed under the public records laws, the STATE may not agree to more restrictive obligations concerning its records. Under North Dakota public records laws, contracts are records that are open to the public and may be reviewed at the request of the public.

G. Unliquidated Expenses (i.e., attorney’s fees, add-ons, cost increases)

Because the STATE may only obligate those funds that have been appropriated to it by the Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated, the STATE may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. Certainly, this is one of numerous reasons why the STATE cannot indemnify a contractor against third party claims, but it may also be said for clauses that purport to obligate the STATE to pay a contractor’s attorneys’ fees, unknown

cost increases during the life of the contract, add-ons that were not contemplated or priced in the contract.

6.5 SCOPE OF WORK

The Scope of Work agreed upon by the parties will be incorporated into the attached contract.

6.6 CONTRACT TERM

The contract term will be set forth in the contract, including any options for extension, renewal, and renegotiation.

6.7 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.

6.8 LIQUIDATED DAMAGES

The contract may include a clause setting forth an actual dollar amount designated as liquidated damages in order to make the STATE whole if it suffers damages due to a contractor's fault. The specific dollar amount for liquidated damages may be part of the negotiation process. The amount will be reasonable and not disproportionate to the damages to the STATE that are anticipated at the point of the contract and will not serve in any way as a penalty.

ATTACHMENT A TECHNICAL PROPOSAL EVALUATION WORKSHEET

Proposals that are determined to be responsive to the requirements of the RFP will be evaluated by the Evaluation Committee using the evaluation criteria stated in the RFP. For assistance with RFP evaluations, contact the State Procurement Office at infospo@nd.gov or 701-328-2740.

- If a group evaluation is conducted, the Evaluation Committee will produce one worksheet that summarizes the comments and scores. If individual scores are being compiled, each member of the Evaluation Committee will prepare an evaluation worksheet with their comments and scores.
- Evaluation Committee members must read the Request for Proposal and have a clear understanding of the requirements and evaluation criteria before attempting to evaluate proposals.
- Evaluators should read all proposals twice. First, read all proposals for a general understanding without scoring. Next, read proposals with the intent to complete the evaluation worksheet which includes taking notes and documenting any questions/clarification needed.
- Each evaluation criterion is assigned a specific number of points. The questions under each evaluation criterion help Evaluators measure the quality of the Offeror's response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion.
- Evaluators will assign an initial score for each evaluation criterion and provide comments which explain their scores.
- Evaluation documents become an open record upon award.

RATING SCALE FOR TECHNICAL PROPOSAL SCORING

The rating scale provided is intended to help Evaluators perform evaluations. Evaluators are exercising independent judgement so variation in scoring is normal. However, the Procurement Officer may question scoring that appears to be unsupported. Evaluators may assign any value for a given evaluation area from 0 to the maximum number of points allowed per evaluation criterion. A zero value typically constitutes no response or an inability of the Offeror to meet the criteria. In contrast, the maximum value should constitute a high standard of meeting the criteria. For example: "Experience and Qualifications" is an evaluation area weighted at 30% of the total possible points on a 100 Point Scale, so any value between 0 and 30 points can be awarded. An example of the rating scale is below:

Experience and Qualifications Rating Scale (30 Point Maximum)	
Point Value	Explanation
0-6	Poor. Not addressed or response of no value
7-12	Fair. Limited applicability
13-18	Good. Some applicability
19-24	Very Good. Substantial applicability
25-30	Excellent. Total applicability

COST PROPOSAL

Cost proposals are normally scored by the Procurement Officer or selected evaluators, and cost proposals are given to the Evaluation Committee after technical proposals have been evaluated. Remember to check if reciprocal preference applies to out of state offerors. Prompt payment discounts are not considered in evaluating cost.

ADJUSTMENT OF INITIAL EVALUATION SCORES

After the initial scoring, the Evaluation Committee should meet to discuss proposals and identify areas where clarification or more information is needed. Evaluation scores may be adjusted as a result of discussions with offerors, clarifications, demonstrations, presentations, reference check results, Best and Final Offers, and further due diligence within the evaluation process.

TECHNICAL PROPOSAL EVALUATION WORKSHEET

Offeror Name _____

RFP Title/Number: Marketing Communications Services Pool / 110.7-20-082

Evaluator Name _____

Evaluator Certification. I have reviewed the Request for Proposal Evaluators Guide, and I certify that neither I nor my immediate family members have a conflict of interest with regard to this offeror, in accordance with [N.D.A.C. § 4-12-04-04](#).

Evaluator Signature _____ Date _____

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

SCOPE OF WORK STRATEGY RATING SCALE (50 Point Maximum)	
Point Value	Explanation
0 - 10	Poor. Not addressed or response of no value
11 – 20	Fair. Limited applicability
21 – 30	Good. Some applicability
31 – 40	Very Good. Substantial applicability
41 – 50	Excellent. Total applicability

SCOPE OF WORK STRATEGY

How well has the Offeror followed the proposal preparation instructions? Does the proposal contain all the requested information?

EVALUATOR NOTES

Has the Offeror identified any additional directives that apply to the contract?

EVALUATOR NOTES

How well has the Offeror described their strategy for accomplishing the scope of work requirements? What are the strengths of the proposed strategy?

EVALUATOR NOTES

Are there aspects of the proposed Scope of Work strategy of concern or that requires clarification or further information?

EVALUATOR NOTES

How well does the proposal address where the work will be performed and any travel?

EVALUATOR NOTES

How well has offeror described any expectations for State resources?

EVALUATOR NOTES

How well has the offeror addressed risk management? Did they identify any potential risks, issues or problems?

EVALUATOR NOTES

Has the offeror described their project management to accomplish the work on time, within budget, and meet quantity and quality standards?

EVALUATOR NOTES

INITIAL EVALUATION SCORE FOR SCOPE OF WORK STRATEGY: _____

Additional/overall comments related to the offeror's proposed strategy for accomplishing the work.

EVALUATOR NOTES

EXPERIENCE AND QUALIFICATIONS RATING SCALE (30 Point Maximum)	
Point Value	Explanation
0-6	Poor. Not addressed or response of no value
7-12	Fair. Limited applicability
13-18	Good. Some applicability
19-24	Very Good. Substantial applicability
25-30	Excellent. Total applicability

MINIMUM EXPERIENCE OR QUALIFICATIONS

If the RFP required a minimum amount of experience or qualifications, has the offeror provided information to demonstrate meeting this requirements? Does the offeror exceed the minimum experience or qualifications?

EVALUATOR NOTES

EXPERIENCE AND QUALIFICATIONS OF THE FIRM

Has the offeror provided historical information to demonstrate the firm is well established in this field?

EVALUATOR NOTES

How extensive is the firm's experience in this type of work? How well does the information about similar projects demonstrate the firm's experience work related to this RFP?

EVALUATOR NOTES

If the offeror provided letters of reference or the Evaluation Committee contacted the customer contacts, what information did the offeror's customers provide related to the offeror's past performance?

EVALUATOR NOTES

EXPERIENCE AND QUALIFICATIONS OF THE PROJECT TEAM

Has the offeror provided information about the organization of the project team and proposed work project team members will perform, and estimated hours? Does the proposed project team and work breakdown seem appropriate to accomplish the requirements of the RFP?

EVALUATOR NOTES

Are resumes complete and do they demonstrate education and experience that would be desirable for individuals engaged in the work the RFP requires?

EVALUATOR NOTES

How extensive is the experience of the project team members on similar projects?

EVALUATOR NOTES

If a subcontractor will perform work on the project or joint venture is proposed, has the offeror provided the requested information? How extensive is the experience and qualifications of the subcontractor or other party of the joint venture?

EVALUATOR NOTES

REFERENCE CHECK RESULTS

If letters of reference were required, did the references provide information to verify the satisfactory performance of the vendor?

EVALUATOR NOTES

Did references identify any areas of concern?

EVALUATOR NOTES

Did references identify any particular strengths of the vendor?

EVALUATOR NOTES

INITIAL EVALUATION SCORE FOR EXPERIENCE AND QUALIFICATIONS: _____

Additional/overall comments related to the offeror's experience and qualifications.

EVALUATOR NOTES

**ATTACHMENT B
CONTRACT**

OFFEROR INSTRUCTIONS

Offeror shall review the STATE's Contract.

The proposal must include indicate whether or not the offeror accepts the terms and conditions in the STATE's Contract.

An offeror may state that they accept the STATE's Contract as written.

An offeror may state any objections or propose changes or additions to the STATE's Contract. Describe the changes to the Contract being proposed or provide a red-line of the STATE's Contract. Offerors are not to submit their own contract or standard terms and conditions with their proposals. Offeror should address the specific language in the attached contract and submit any proposed changes.

North Dakota procurement statutes, rules, and policies allow some negotiation of the terms and conditions. No changes to the terms and conditions will be permitted without prior written approval from the STATE.

CONTRACT

The parties to this contract (Contract) are the state of North Dakota, acting through its State Procurement Office (STATE), and _____ having its principal place of business at _____ (CONTRACTOR);

1. SCOPE OF WORK

CONTRACTOR, in exchange for the compensation paid by STATE under this Contract, shall provide the following services:

2. COMPENSATION

a. Contractual Amount

STATE shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed <amount> (Contractual Amount).

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

b. Payment

- 1) Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables and work(s) provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.
- 2) STATE shall make payment under this Contract within forty five (45) calendar days after receipt of a correct invoice.
- 3) 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. At STATE's sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.
- 4) For any amounts that are or will become due and payable to STATE by CONTRACTOR, STATE reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.

c. Travel

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

Payment for any travel expenses that exceed the travel budget as agreed upon by the parties must be approved by STATE's project manager.

d. Prepayment

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

e. Payment of Taxes by STATE

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

f. Taxpayer ID

CONTRACTOR'S federal employer ID number is: _____.

g. Purchasing Card

STATE may make a payment using a government credit card. CONTRACTOR will accept a government credit card without passing the processing fees for the government credit card back to STATE.

3. TERM OF CONTRACT

This Contract begins on its effective date, and ends after an initial 2 year period.

a. No Automatic Renewal

This Contract will not automatically renew.

b. Extension Option

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

c. Renewal Option

STATE may renew this Contract upon satisfactory completion of the initial Contract term. STATE reserves the right to execute up to 3 options to renew this Contract under the same terms and conditions for a period of 24 months each.

d. Renegotiation Option

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

4. TERMINATION

a. Termination by Mutual Agreement

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

Early Termination in the Public Interest

STATE is entering into this Contract for the purpose of carrying out the public policy of the State of the North Dakota, as determined by its Governor, Legislative Assembly and Courts. If this Contract ceases to further the public policy of the State of North Dakota, STATE, in its sole discretion, by written notice to the CONTRACTOR, may terminate this Contract in whole or in part.

b. Termination for Lack of Funding or Authority

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

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

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

c. Termination for Cause

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

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

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

5. FORCE MAJEURE

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

6. INDEMNIFICATION

The State and Contractor each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

7. INSURANCE

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

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$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 insurance coverages listed above must meet the following additional requirements:

- 1) 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.
- 2) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.
- 3) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

4) Contractor shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

8. WORKS FOR HIRE

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

9. WORK PRODUCT

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

10. 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:

STATE	CONTRACTOR
<i>Name</i>	<i>Name</i>
<i>Title</i>	<i>Title</i>
<i>Address</i>	<i>Address</i>
<i>City, State, Zip</i>	<i>City, State, Zip</i>

Notice provided under this provision does not meet the notice requirements for monetary claims against the State found at N.D.C.C. § 32-12.2-04.

11. CONFIDENTIALITY

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

12. COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, STATE must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, except for records that are confidential under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact STATE promptly upon receiving a request for information under the public records law and to comply with STATE’s instructions on how to respond to the request.

13. INDEPENDENT ENTITY

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

14. ASSIGNMENT AND SUBCONTRACTS

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

15. SPOILIATION – PRESERVATION OF EVIDENCE

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.

16. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

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

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

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

- e. All terms and conditions contained in any automated end-user agreements (e.g., click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Contract.

17. SEVERABILITY

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

18. 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 adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

19. 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.

20. ATTORNEY FEES

In the event a lawsuit is instituted by STATE to obtain performance due 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.

21. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all laws, rules, 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, 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.

22. STATE AUDIT

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

23. EFFECTIVENESS OF CONTRACT

This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of the signatures of the parties shall be deemed the Effective Date.

CONTRACTOR	STATE OF NORTH DAKOTA
	Acting through its State Procurement Office
BY:	BY:
	Gabriel Hoggarth
	Procurement Officer II
Date:	Date:

ATTACHMENT C
TASK ORDER FORM - STATE CONTRACT #268

Instructions

Complete the Agency contact information at the top of the form.

- Suggested format for Task Order Request Number is agency department # - two-digit year – two-digit sequence number for the task order, for example 112-05-01.
 - Issue date is the date you are sending the Task Order Request to the vendor(s).
 - Agency contact is who the vendor(s) will respond with their project offers.
1. Scope of Work – Include information that tells the vendor what is to be done including the desired outcome. Be as specific and comprehensive as possible. Do not assume the vendor will know something or do something if you do not include it in the Scope of Work. You may choose to attach the Statement of Work as an attachment.
 2. Agreement Type – Specify if this Task Order is to be based on time or fixed bid. For projects where the vendor is totally responsible for providing a final product, it is recommended that the agreement type be fixed bid with clearly defined deliverables (see #5). Time and materials may be a suitable option when an agency bears primary responsibility for project deliverables, but has a need to augment staff in order to complete the project.
 3. Project Start Date – Specify the date when work is to start. Consider the time you are allowing for vendors to return their project offers in response to the task order request when setting the project start date.
 4. Project End Date – Specify the date when the project as defined in scope of work (#1) is to be completed.
 5. Schedule of Deliverables – The product(s) of the contract must be clearly identified as the contract deliverables and/or milestones and should include the dates such products are to be delivered or completed. The deliverables provide the means and tools to determine the stages of the contract and contract status. Examples of deliverables:
 - A work plan outlining the tasks
 - Corrective action plans.
 - Documentation of communications.
 - Final project assessment reports
 6. Equipment – Specify whether office equipment including computers and phones are to be provided by the agency or by the vendor. Add additional detail to clarify as necessary.
 7. Agency Project Manager – Identify the person from your agency who will act as project manager for this project. This person will be the primary contact and liaison between your agency and the vendor.
 8. Time and Status Reporting – Select all applicable reporting and accountability options. Add additional reporting requirements and detail as necessary.
 9. Vendor Project Proposal Due Date – Indicate the date that vendors must have a project proposal returned to your agency in response to this task order request. The State has agreed to provide no less than two (2) business days for vendors to respond to a task order request, although you may allow more time. Consider the size and complexity of your project and allow adequate time for vendors to provide good project proposal responses.
 10. Evaluation Criteria (for Competitive Task Orders) – When preparing a Competitive Task Order, the agency must identify the evaluation criteria that will be used to evaluate the vendor project proposals. Fill in the appropriate points assigned for the technical evaluation and the points assigned to cost evaluation. The point values must add up to 100.

Options for Issuing Task Orders

State agencies will have two options for issuing task orders:

- a. Direct Assignment - An agency may issue a task order request directly to any of the awarded vendors in the appropriate pool category.
- b. Competitive - An agency may elect to conduct a competitive process by requesting project proposals from two or more vendors. The agency will select the vendor project proposal that best meets the SOW requirements based upon the selection criteria stated in the task order request.

Vendor Project Proposal Requirements

The Task Order will specify a proposal due date for the vendor to respond to non-emergent requests. This time frame will be no less than two (2) business days, but it may be more at the agency's discretion. The vendor must respond to the agency that issued the Task Order Request, either affirming or denying its ability to provide the personnel in the required project time frame. During this response period, if necessary, the vendor may seek clarifications of the work involved.

If the vendor is unable to provide the personnel requested, it must state the reason in the appropriate section on the Task Order Request form, sign and return the form to the requesting agency by the proposal due date. If the vendor is capable of fulfilling the task order, it will complete and attach a "Project Proposal" to the Task Order Request form, sign and return the form to the requesting agency by the proposal due date.

Evaluation of Vendor Project Proposals

The requesting agency will evaluate the vendor project proposal to ensure that the proposal meets the requirements stated in the Task Order and that the staff proposed have the proper qualifications. The agency may require interviews with proposed vendor staff prior to accepting the vendor staff.

For competitive task order requests, the agency will evaluate each vendor project proposal based on the evaluation criteria stated in the task order request and select the proposal that best meets the requirements stated in the task order request.

Execution

- When your agency has received an acceptable project offer from a vendor, the project offer is to be attached to the task order request form.
- Fill in the agreed upon contractual amount.
- Both parties must sign and date using the signature blocks in the Execution section of the task order form.

**ATTACHMENT D
TERM CONTRACT #268 TASK ORDER REQUEST**

AGENCY NAME	TASK ORDER REQUEST NUMBER	ISSUE DATE	
AGENCY CONTACT	E-MAIL ADDRESS	TELEPHONE NUMBER	FAX NUMBER
ADDRESS	CITY	STATE	ZIP

In accordance with the terms and conditions of the State Term Contract #268 Marketing Communications Services Pool master agreement between State and Vendor, this Task Order Request authorizes delivery of the Deliverables described in accordance with the Scope of Work, Schedule, and Terms specified below.

1. Scope of Work (attach extra sheets if necessary)

a. Describe the services
b. Budget Available (if applicable)

2. Staffing Requirement

Job Class/Skill Set	Number of Staff

3. Agreement Type <input type="checkbox"/> Hourly <input type="checkbox"/> Fixed Bid Project	4. Project Start Date	5. Project End Date
--	------------------------------	----------------------------

6. Schedule of Deliverables		
Deliverable	Start Date	Completion Date
a.		
b.		
c.		
d.		
e.		
7. Location of Work		
8. Agency Project Manager		
9. Time and Status Reporting Systems to be utilized by the Vendor (Mark all that apply) <input type="checkbox"/> Daily Accountability <input type="checkbox"/> Weekly Status Reports <input type="checkbox"/> Monthly Reports <input type="checkbox"/> Other (Describe below)		
10. Vendor Project Proposal Due Date		

11. Evaluation Criteria (For Competitive Task Orders) The criteria below will be used to select the most advantageous proposal.	Points (100 total)
Vendor Project Proposal Solution	30
Qualifications and Availability of Vendor Staff	40
Cost	30

Vendor Project Proposal: Vendor shall attach its proposal to this Task Order Request when responding. The Vendor Project Proposal will include, at a minimum, the following items:

1. Vendor Project Proposal – Vendors must describe their strategy for accomplishing the work. Provide customer references for similar projects successfully completed, if available.
2. Qualifications and Availability of Vendor Staff –Provide the names and availability of staff who will work on the project. Provide the following documentation with the first task order for an agency. Provide updated documentation for subsequent task orders, if requested:
 - a. Resume(s) for Vendor staff
 - b. Reference checks for Vendor staff. Include the results of two reference checks that the Vendor has performed on the proposed individual, including the names and telephone numbers of the references. At least one reference must be from a previous employer or from a customer for which the Vendor staff performed similar contract services.
 - c. Background checks for Vendor staff, if requested by issuing agency
3. Cost
 - a. Hourly – Propose a Service Rate per hour for each proposed Vendor staff. If the Project dates span more than one year of the Contract term, provide rates for each effective year. Service rates may not exceed the rates originally proposed in response to this RFP; however the rates may be less.

b. Fixed Bid Proposals - Provide a fixed price to accomplish the Statement of Work.

Execution: The parties through their authorized agents have executed this Task Order Request and attached Vendor Project Proposal under terms of the Grant Management Services Consultant Contract Pool master agreement, subject to amendments in this Task Order, for the project price and on the dates set out below.

The total dollar contractual amount specified below for this Task Order and attached Project Proposal shall not be exceeded unless a written Change Order is appended to this Task Order, duly executed by the authorized representative of both parties.

Total Dollar Contractual Amount
\$

STATE OF NORTH DAKOTA

SIGNATURE
PRINTED NAME
TITLE
DATE

VENDOR

SIGNATURE
PRINTED NAME
TITLE
DATE

If vendor is unable to bid this task order, please return the task order to requesting agency and provide the reason.

**ATTACHMENT E
CHANGE ORDER FORM
TERM CONTRACT #268 MARKETING COMMUNICATIONS SERVICES POOL**

Project Name:	Date of Request:
Task Order Number:	Change Order Number:
Requested By:	

Request Description

Reasons/Goals for Change

Recommendations *(Include recommendations by the party that is bringing the change request forward. There is a potential for multiple recommendations for solutions based on analysis.)*

Impacts on Cost, Scope, Schedule, Quality *(For each recommendation, a narrative of the impacts to CSSQ should be included.)*

Solution *(Define the most appropriate solution to attain the desired objective. This is determined by the approving authority.)*

Approval Signature(s) and Date(s). The project manager will identify the appropriate approval body and forward for final approval.

Signature	Date
Signature	Date
Signature	Date

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

Offerors must complete Attachment F, Cost Proposal, or prepare a cost proposal following the same format. 10 cost points will be awarded to the company that gives the lowest average cost/hour. 10 cost points will be rewarded to the company that gives the greatest net dollars towards campaign delivery. Costs must include all fees.

Note: Vendors will be contractually obligated to costs as documented in the cost proposal.

(1) Billable Services (10 Points): Applicants are instructed to provide hourly rates for all services for which they will charge in the format shown in Table 1 below. Costs for media placement should not be included in the line items below.

Meetings between the vendor and the agency will occur periodically as requested. Time spent traveling to approved meetings will be billed at the applicable hourly rates. Mileage, lodging, and per diem will be reimbursed at state rates.

For the purposes of evaluating proposals, the lowest average cost per hour will receive the maximum number of points allocated to this cost component. An hourly rate is required for EACH activity in Table 1. The point allocations for cost on the other proposals will be determined as follows:

Price of Lowest Ave. Cost/Hour

Ave. Cost/Hour of Proposal Being Rated X 10 Points = Awarded Points

Table 1

ACTIVITY*	COST PER HOUR
A. Account Director / Supervisor	\$
B. Account Manager / Project Manager	\$
C. Strategic Planning	\$
D. Concept / Creative	\$
E. Design / Layout / Website	\$
F. Market Research	\$
G. Admin Support / Clerical	\$
Average Cost/Hour (sum of A thru G) divided by 7	\$

(2) Cost/Value Add of Media Placement (10 Points): Offerors must apply agency costs and added value within a hypothetical \$100,000 safety campaign budget to identify a net dollar amount for the campaign that provides the greatest net dollars toward campaign delivery.

An accompanying spreadsheet titled, *Cost Value Add of Media Placement*, is posted to the State Procurement Website along with this RFP document and is provided as a sample template of the information that must be provided – commission, labor, discounts, and pro bono – within a hypothetical \$100,000 safety campaign budget (\$75,000 for paid media placement and \$25,000 for other indirect costs). Applicants must use the sample template. **Do not include bonus/earned media information within the cost proposal.** There are too many variables that impact bonus/earned media that fall outside the agency's control.

The proposal that provides the greatest net dollars toward campaign delivery will receive the total points available. Points awarded for the remaining proposals will be prorated using the following formula.

$$\frac{\text{Cost Value of Proposal Being Rated}}{\text{Most Advantageous Cost/Value Proposal}} \times 10 \text{ Points} = \text{Awarded Points}$$

Proposals that do not clearly provide a net dollar amount will not be considered.