

STATE OF NORTH DAKOTA

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LOCAL GOVERNMENT and
FINANCIAL MANAGEMENT DIVISION
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700**

Request For Proposal (RFP)

RFP Title: ***INTERACTIVE DVD AND HISTORY BOOK***

RFP Number: ***961-90-09-050***

Project Number: ***STM-TES-9-999(248), PCN 18054***

Date of Issue: ***DECEMBER 29, 2009***

Purpose of RFP: ***The North Dakota Department of Transportation seeks to create a history book and DVD that will be of interest to the general public as well as highway and bridge engineers, historians and teachers. The book and DVD should contain information of interest to specialists, but should be written in an easy-to-understand manner for the general public. Additionally the DVD shall be complete with links for external customers to view.***

Offerors are not required to return this form.

Procurement Officer: Marilyn Langehaug, Financial Management Division

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 - Purpose of the RFP

The North Dakota Department of Transportation, Local Government Division, hereafter known as NDDOT is soliciting proposals for a history book and DVD that will be of interest to the general public as well as highway and bridge engineers, historians and teachers. The book and DVD should contain information of interest to specialists, but should be written in an easy-to-understand manner for the general public. Additionally the DVD shall be complete with links for external customers to view.

1.02 - Contact Person, Telephone, Fax, E-mail

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

PROCUREMENT OFFICER: **Marilyn Langehaug**
PHONE: **701-328-4466**
FAX: **701-328-0310**
TTY Users call: **701-328-4156**
E-MAIL: **mlangehaug@nd.gov**

After contract award, the point of contact will be the Project Manager.

PROJECT MANAGER: **Ben Kubischta**
PHONE: **701-328-3555**
FAX: **701-328-0310**
E-MAIL: **bkubishta@nd.gov**

1.03 -RFP Schedule

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

The approximate RFP schedule is as follows:

- RFP Issued: **December 29, 2009**
- Pre-proposal conference: **January 13, 2010, 2:00 p.m. Central**
- Deadline for receipt of questions and objections related to the RFP: **January 20, 2010**
- Responses to questions / RFP amendments (if required) **January 25, 2010**
- Proposals due by: **February 16, 2010**
- On-site oral presentations and demonstration of the proposed solution for the evaluation committee:
Individually scheduled March 1 – March 3, 2010
- Proposal Evaluation Committee evaluation completed by approximately : **March 5, 2010**
- State issues Notice of Intent to Award a Contract approximately: **March 5, 2010**
- State issues contract approximately: **March 15, 2010**
- Contract start: **March 15, 2010**

1.04 - Return Mailing Address and Deadline for Receipt of Proposals

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

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

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

**North Dakota Department of Transportation
Procurement Section, Rm. 222
Request for Proposal (RFP): *Interactive DVD and History Book*
RFP Number: *961-90-09-050*
608 East Boulevard Avenue
Bismarck, ND 58505-0700**

Proposals must be received by the NDDOT at the location specified no later than **February 16, 2010, 2:00 P.M., CENTRAL**. Proposals will not be publicly read at the opening.

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

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

1.05 - Assistance to Offerors with a Disability

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

1.06 - Deadline for Receipt of Questions and Objections

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

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

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

1.07 - Approved Vendor Registration Requirements

Vendors must be approved by time set for Proposal Opening.

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

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry.

Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code **961-90**.

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

1.08 - Pre-proposal Conference

A pre-proposal conference will be held at **2:00 p.m. Central Time**, on **Wednesday, January 13, 2010** in conference room **330** on the **third** floor of the **N. D. Dept. of Transportation** building in **Bismarck**, North Dakota. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective offerors as soon as possible after the meeting.

Attendance at this pre-proposal conference is **MANDATORY**.

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

1.09 - Amendments to the RFP

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

1.10 - News Releases

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

1.11 - Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. 54-44.4-09. The Request for Proposal and any amendments to the RFP will be posted on the following website: <http://www.nd.gov/spo/>

1.12 -Letter of Interest

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

SECTION TWO BACKGROUND INFORMATION

2.01 - Background Information

Background information concerning this project is as follows:

In 1979 the NDDOT published the History of North Dakota State Highway Department written in conjunction with the completion of the interstate highway system. It is the history of the NDDOT between 1917 and 1977 (LCCN 79-620023, TE24.N9N63).

The history book and DVD resultant from this RFP will pick up the NDDOT history from 1979, will complement the initial history book and will utilize today's technology to tell the history of the NDDOT including past and present accomplishments.

The History of North Dakota State Highway Department is available through the North Dakota State Library. The book will also be available for viewing at the pre-proposal conference.

SECTION THREE SCOPE OF WORK

3.01 - Scope of Work

Overview

The NDDOT is soliciting proposals for the design and content of a history book and an interactive DVD that will be of interest to the general public as well as highway and bridge engineers, historians and teachers commencing in 1979 and continuing through the present. The history book and DVD should contain information of interest to specialists, but should be written in an easy-to-understand manner for the general public. Additionally the DVD shall be complete with links for external customers to view.

Principal aspects of the Project:

- I. The time frame to be covered is the period from 1979 to the present
- I. Primary topical headings include:
 - A. People
 - B. Engineering
 - C. Technology
 - D. Funding
 - E. Changing role of the NDDOT
 - F. Major projects and accomplishments
 - G. Weather's impact on the NDDOT
- II. The primary audience for this information will be the general public
 - A. Information should also be of interest to specialists including engineers
- III. The final product is to be delivered in DVD and book formats

Identified key conceptual ideas and deliverables to be a part of the Project:

- I. Interactive DVD
 - A. Design and develop a Theme with NDDOT staff input
 1. Components of DVD
 2. Compatible and playable on various manufacturer's computers
 3. Playable or viewable on NDDOT website or components made available to be added to website
 4. Cover and jacket design of DVD and history book

- B. Components of interactive DVD
 - 1. 3D animation/Illustrations/3D graphics
 - 2. Web Links
 - 3. Opening video with possible link to additional testimonial videos

- C. Video Components
 - 1. Video Conceptualization with NDDOT staff input
 - a) Directing/Shooting/Editing
 - b) Audio Narration/Music/3D Graphics
 - c) Multiple on-location shoots

- D. Other elements of the DVD include:
 - 1. Videotaping is to be done in High Definition format
 - 2. Chapter markers and sub-menus are required
 - 3. Narration is required
 - 4. 250 completed DVD's are to be delivered
 - 5. Original Master of DVD to be submitted to NDDOT

- IV. History Book
 - A. Design and Theme same as concept for DVD
 - 1. Content of book shall correlate with information on the DVD
 - 2. The book shall be in full color, inside and out.
 - 3. Detailed historical NDDOT facts and information shall be included and additionally contain photos representative of the times and explanatory narrative. Photos will include a combination of black/white, color and sepia.
 - 4. Print type and size suitable to the design are at the discretion of the contractor.
 - 5. Content of book shall correlate with information on the DVD
 - 6. The book shall be submitted to the NDDOT in electronic (.pdf) file format

 - B. Printed deliverables shall be an option in this proposal. The following minimum criteria are suggestions to be used to provide initial pricing for budgetary purposes. Cost evaluation scores will not be based the cost of printing. If the print option is awarded, any or all of the criteria may be minimally revised dependent upon the awarded contractor's design and also to afford cost savings opportunities.
 - 1. The NDDOT may elect to have 250 copies of the book printed as deliverables of the proposal contract.
 - 2. Pricing shall be provided for both a hardcover book with a jacket sleeve or soft cover
 - a. The soft cover shall be 12 pt cover stock and shall be full color, front & back, with printed information as appropriate to the topic, ownership, etc.
 - b. The hard cover, in black, shall be of standard weight with a full color cover jacket sleeve. The jacket sleeve design shall match or be very similar to the soft cover book.
 - 3. The book shall be 10.5" wide by 11" tall.
 - 4. The book pages shall be on eighty (80) pound paper.
 - 5. The book pages shall have a gloss or semi-gloss finish.
 - 6. The book shall be printed in full color and of archival quality
 - 7. The book shall be 'perfect bound' or saddle stitched.
 - 8. As an approximation only, to provide a price estimate, the book shall have 100 pages.

Principal activities of the Project:

- I. Gathering photographs, videos and information for project
- II. Strategic Development/Account Management
- III. Brainstorming sessions with NDDOT staff
- IV. Concept and Design
- V. Production of history book and DVD
- VI. Writing of all copy for interactive video and historical book
- VII. Proofing of all copy and text
- VIII. Providing a number of drafts and revisions of videos/copy/artwork/design

- IX. All illustrations/photos/videos relating to the project
- X. Scans of photos/images
- XI. Travel to and from all locations
- XII. Provide In-studio and on-site equipment

State-Furnished Property/Services

The NDDOT will work extensively with the awarded contractor through all phases of the project. NDDOT employees will be available for interviews and participation. The NDDOT will supply such archival information is available on site.

Offerors should describe in their proposals the level of NDDOT participation they expect will be required.

Contractor-Furnished Property

The contractor will be responsible for all research necessary to accomplish the project. This may include but is not limited to past/current employee interviews and archival research through newspapers, the State Library, the State Historical Society, on-line resources, magazines/publications, and local/national news coverage.

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

Quality Assurance

Offerors shall describe the quality control/quality assurance (QC/QA) program that is to be used for this project. This QC/QA program shall identify the team members, their responsibilities, and stages of development at which each is to be responsible.

The NDDOT and awarded contractor will meet on pre-established dates during the contract to review project progress and to monitor the performance of the contractor. Contractor will be eligible for progress payments based on acceptance and approval of each phase review. If progress and performance are deemed unsatisfactory during a review, corrective measures with completion dates will be established. Unsatisfactory performance may delay progress payments.

Federal stimulus funding

Performance of this contract is subject to all federal requirements associated with federal stimulus funding.

3.02 - Location of Work

The State *will provide* workspace for the contractor as necessary for employee interviews and research conducted at the highway building.

3.03 - Prior Experience

The NDDOT anticipates the successful contractor chosen to perform the RFP services will be a multi-discipline firm or a partnership of firms that possess expertise in the areas of communications, publishing, video/DVD production, information technology and engineering. Production tasks include: writing, directing, shooting, and editing the book and DVD.

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

- I. Design and publishing and printing of at least one book
- II. Design and production of DVD's, at least one of which shall be an interactive DVD
- III. Experience with information technology and engineering concepts
- IV. Historical research experience

3.04 - Required Licenses

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

3.05 - American Recovery and Reinvestment Act (ARRA)

The awarded contractor shall submit monthly employment reports as required under the American Recovery and Reinvestment Act of 2009 (ARRA). Reference Attachment 7, SP ARRA Consultant Employment Reporting.

3.06 - Deliverables

The contractor will be required to provide the following deliverables;

- I. Interactive DVD (250 copies)
- II. Electronic version of History Book (Adobe .pdf)
- III. Printed History Book (Optional, Possibly 250 copies in first printing)

3.07 - Copyright

The NDDOT shall be the sole owner of any and all items developed as a result of this RFP. The awarded contractor shall assign and transfer to the NDDOT all right, title and interest worldwide in and to contracted deliverables and all proprietary rights therein, including, without limitation, all copyrights and all contract and licensing rights. The awarded contractor will ensure that copyright protection is in place and is noted on the deliverables as appropriate.

3.08 - Contract Schedule

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

The approximate contract schedule is as follows:

- Contract start: **March 15, 2010**
- "Kick off" conference: **March 22, 2010**
- 30% Progress and Performance Review: **July 1, 2010**
- 60% Progress and Performance Review: **October 1, 2010**
- 90% Progress and Performance Review: **January 1, 2011**
- Contractor submits deliverables to the State: **March 1, 2011**
- Informal debriefing: **March 15, 2011**

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01 - Contract Term, Extension and Renewal Options

The State intends to enter into a contract with an effective date beginning *March 15, 2010* and ending *March 15, 2011*.

Extension Option

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

4.02 - Contract Type

This contract is a *FIRM FIXED PRICE* contract.

4.03 - Standard Contract Provisions

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

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

4.04 - Proposal as a Part of the Contract

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

4.05 - Additional Terms and Conditions

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

4.06 - Supplemental Terms and Conditions

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

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

4.07 - Contract Approval

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

4.08 - Contract Changes - Unanticipated Amendments

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

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

4.09 - Indemnification and Insurance Requirements

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

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

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

4.10 - Taxes and Taxpayer Identification

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

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

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

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

4.11 - F.O.B. Point and Freight

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

4.12 - Proposed Payment Procedures

Contractor will be eligible for progress payments based on acceptance and approval of each phase review.

The state will pay the entire contract amount in *four (4)* payments. Three (3) incremental payments will be made *after accepted performance reviews* have been completed and approved by the project director.

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

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

4.13 - Contract Funding

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

4.14 - Payment Terms

No payment will be made until the NDDOT approves the contract.

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

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

4.15 - Contract Personnel

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

4.16 - Right to Inspect Place of Business

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

4.17 - Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

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

4.18 - Termination for Default

If the project manager designated by the NDDOT determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all or the remaining work. This clause does not restrict the State's right to termination under the contract provisions of the Service Contract, attached.

4.19 - Open Records Laws - Confidentiality

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

4.20 - Work Product, Equipment, and Material

All NDDOT archival materials and photos, and any work product, equipment or materials created or purchased under this contract belong to the State and must be delivered to State at State's request upon termination of this contract, unless otherwise agreed in writing by the NDDOT. See also 3.07 Copyright.

4.21 - Independent Entity

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

4.22 - Assignment

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

4.23 - Disputes - Applicable Law and Venue

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

4.24 Informal Debriefing

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

4.25 - Bid Bond, Performance Bond

Bid Bond.

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

Performance Bond.

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

**SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION
THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100**

5.01 - Understanding of the Project

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

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

5.02 - Methodology Used for the Project

Twenty-five Percent (25%) of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

- [a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the proposal?
- [c] Has the offeror describe their quality control/quality assurance (QC/QA) program?
- [d] Has the offeror presented a project schedule that can meet the contract schedule set out in the RFP?
- [e] Has the offeror described the equipment and materials they will furnish to accomplish the deliverables?

5.03 - Management Plan for the Project

Twenty-five Percent (25%) of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

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

5.04 - Experience and Qualifications

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

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

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects and in communication, publishing, video/DVD production, information technology and engineering?

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires such as research, writing, directing, shooting and editing?

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

Questions regarding the firm.

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

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

[f] Has the firm provided three (3) references with contact information? Have letters of reference from previous clients been provided?

[g] If a subcontractor will perform work on the project, how well do they meet the criteria used to evaluate the offeror?

5.05 - Demonstrations and Oral Presentations

After the initial evaluation of proposals; the top three offerors, whose proposals receive the highest scores and who are determined to be reasonably susceptible for award, will be required to provide an on-site oral presentation of the proposed solution and a demonstration for the Proposal Evaluation Committee.

Meetings will be individually scheduled for each selected offeror; during the week of **March 1, 2010** and will be held at the NDDOT building in Bismarck, North Dakota. The actual date, time and meeting room will be determined at a later date.

Video conferencing may be made available if appropriate and necessary.

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

Oral Presentation

During the first ½ hour of the meeting, Offerors will explain their proposal plan in detail and be prepared to respond to questions presented by the Proposal Evaluation Committee. Evaluation of the oral presentation may affect the evaluator's scores in RFP sections **5.01, 5.02, 5.03 or 5.04**.

Demonstration

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion. Proposals will be evaluated against the questions set out below:

During the second ½ hour of the meeting, Offerors will be required to exhibit previous books and demonstrate DVD's or websites which they have produced. At least one DVD must be interactive.

[a] Has the offeror presented previously published books? How well do the books suit the RFP?

[b] Has the offeror presented at least one DVD? How well does the DVD suit the RFP?

[c] Has the offeror presented at least one interactive DVD? How well does the interactive DVD suit the RFP?

[c] Has the offeror developed a product suitable for use on a website?

5.06 - Contract Cost

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

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

5.07 - Site Inspection of Offeror's Facility

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

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 - Proposal Format and Content

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

6.02 - Introduction

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

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

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

6.03 - Understanding of the Project

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

6.04 -Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ.

Offerors must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work.

Offerors must supply a schedule for the project which will be reviewed by the NDDOT and, if accepted, shall become the project schedule after the contract has been executed. The Contract Schedule (3.08) should be incorporated into the project schedule.

6.05 - Management Plan for the Project

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

6.06 - Experience, Qualifications and References

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

- (a) Title,
- (b) Education,
- (b) Resume,
- (c) Description of the type of work the individual will perform with applicable work experience,
- (d) Availability for duration of project.

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 and including the same personnel information as requested for the prime contractor.

Offerors must provide **three (3)** reference names and contact information including phone numbers and email addresses for similar projects the offeror's firm has completed. The State reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

6.07 - Cost Proposal

Offerors will provide a fixed amount for this contract which shall cover all labor, equipment, materials and services as indicated in this proposal document plus 250 copies of the interactive DVD and an electronic version of the history as an Adobe .pdf.

Offerors shall also provide pricing for the optional printing of the history book. This pricing option will not be an evaluative factor in the award of the contract.

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

The contractor should include in its price proposal: transportation, lodging, and per diem costs as necessary to accomplish the project.

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

Offerors must complete the cost proposal provided in this RFP as Attachment 4.

6.08 - Required Enclosures

In addition to their written proposal, offerors must provide all documents, samples, or other information specifically required in this RFP.

- Project personnel, organization chart and resumes, education, experience, participation
- Project Schedule for contract completion
- If using subcontractors, then provide the same proposal information for those companies as is required from the prime offeror. This information can be incorporated in the offeror's proposal or as a separate sub-proposal.
- Three references with contact information for offeror (and subcontractor if applicable)

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01 - Authorized Signature

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

7.02 - State Not Responsible for Preparation Costs

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

7.03 - Conflict of Interest

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

7.04 - Offeror's Certification

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

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

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

7.05 - Offer Held firm

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

7.06 - Amendments to Proposals and Withdrawals of Proposals

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

7.07 - Alternate Proposals

Offerors may submit only one proposal for evaluation.

7.08 - Subcontractors

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

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor as part of the proposal response.

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

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

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

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

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

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

7.10 - Evaluation of Proposals

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

7.11 - Right of Rejection

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

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

The procurement officer may waive minor informalities that:

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

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

7.12 - Clarification of Offers

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

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

7.13 - Discussions and Best and Final Offers

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

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

7.14 - Preference Laws

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

7.15 - Contract Negotiation

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

If contract negotiations are commenced, they will be held:

*North Dakota Department of Transportation, Highway Building
FLOOR and ROOM NUMBER To Be Determined
608 East Boulevard Avenue
Bismarck, North Dakota 58505-0700*

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

7.16 - Failure to Negotiate

If the selected offeror:

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

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

7.17 - Notice of Intent to Award - Offeror Notification of Selection

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

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

7.18 - Protest and Appeal

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

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

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

SECTION EIGHT ATTACHMENTS

8.01 - Attachments

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

PROPOSAL EVALUATION FORM

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

INSTRUCTIONS FOR EVALUATORS

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

RATING SCALE FOR ASSESSING VENDOR RESPONSES

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

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

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

COST PROPOSAL

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

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

Any prompt payment discounts terms offered by the vendor are not taken into consideration in evaluating cost. However, the cost proposals of nonresident offerors may be adjusted by the application of preference laws, if applicable. Contact the State Procurement Office at 701-328-2683 for assistance in applying preference laws.

EVALUATION CRITERIA AND SCORING

Person or Firm Name _____

Name of Proposal Evaluation (PEC) Member _____

Date of Review _____

RFP Title/Number: **INTERACTIVE DVD AND HISTORY BOOK, 961-90-09-050**

The total number of points used to score this contract is **100**

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

1.01 - Understanding of the Project

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

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

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

EVALUATOR'S NOTES _____

[b] How well has the offeror identified pertinent issues, potential problems or conflicts of interest related to the project?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 1.01 _____

1.02 - Methodology Used for the Project

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

Rating Scale (25 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-6	Fair. Limited applicability
7-12	Good. Some applicability
13-19	Very Good. Substantial applicability
20-25	Excellent. Total applicability

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[c] Has the offeror describe their quality control/quality assurance (QC/QA) program?

EVALUATOR'S NOTES _____

[d] Has the offeror presented a project schedule that can meet the contract schedule set out in the RFP?

EVALUATOR'S NOTES _____

[e] Has the offeror described the equipment and materials they will furnish to accomplish the deliverables?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 1.02 _____

1.03 - Management Plan for the Project

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

Rating Scale (25 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-6	Fair. Limited applicability
7-12	Good. Some applicability
13-19	Very Good. Substantial applicability
20-25	Excellent. Total applicability

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

EVALUATOR'S NOTES _____

[b] Has the offeror described the level of participation required by the NDDOT?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 1.03 _____

1.04 - Experience and Qualifications

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

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

Questions regarding the personnel.

[a] Do the individuals assigned to the project have experience on similar projects and in communication, publishing, video/DVD production, information technology and engineering?

EVALUATOR'S NOTES _____

[b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires such as research, writing, directing, shooting and editing?

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

Questions regarding the firm.

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

EVALUATOR'S NOTES _____

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

EVALUATOR'S NOTES _____

[f] Has the firm provided three (3) references with contact information? Have letters of reference from previous clients been provided?

EVALUATOR'S NOTES _____

[g] If a subcontractor will perform work on the project, how well do they meet the criteria used to evaluate the offeror?

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 1.04 _____

**1.05
Demonstration**

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

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1	Fair. Limited applicability
2	Good. Some applicability
3-4	Very Good. Substantial applicability
5	Excellent. Total applicability

Proposals will be evaluated against the questions set out below:

Offerors will be required to exhibit previous books and demonstrate DVD's or websites which they have produced. At least one DVD must be interactive.

[a] Has the offeror presented previously published books? How well do the books suit the RFP?

EVALUATOR'S NOTES _____

[b] Has the offeror presented at least one DVD? How well does the DVD suit the RFP?

EVALUATOR'S NOTES _____

[c] Has the offeror presented at least one interactive DVD? How well does the interactive DVD suit the RFP?

EVALUATOR'S NOTES _____

[c] Has the offeror developed a product suitable for use on a website

EVALUATOR'S NOTES _____

EVALUATOR'S POINT TOTAL FOR 1.05 _____

1.06

Contract Cost

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

Applying Preference Laws

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

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

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

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

Converting Cost to Points

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

Price of Lowest Cost Proposal

Price of Proposal Being Rated X Total Points for Cost Available = Awarded Points

EVALUATOR'S POINT TOTAL FOR 1.06 _____

**Request for Proposal
Individual Evaluator Summary**

Name of RFP: INTERACTIVE DVD AND HISTORY BOOK		
RFP Number: 961-90-09-050		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 80 Points)	Maximum Points by Category	Score
1. Understanding of the Project	5	
2. Methodology Used for the Project:	25	
3. Management Plan for the Project:	25	
4. Experience and Qualifications:	20	
5. Demonstration	5	
6. Cost Cost Evaluation (Maximum 20 Points) a. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml b. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 20 points = Awarded Points	20	
Total		

**Request for Proposal
Evaluation Team Totals**

Name of RFP: INTERACTIVE DVD AND HISTORY BOOK						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	80 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1. Understanding of the Project	5					
2. Methodology Used for the Project:	25					
3. Management Plan for the Project:	25					
4. Experience and Qualifications:	20					
5. Demonstration	5					
Evaluator Totals						
Grand Total	Note: Sum of all individual scores.					
Technical Proposal Score	Note: Total of individual points divided by the number of evaluators (80 Point Maximum).					
6. Cost Proposal Score	Note: (20 Point Maximum)					
TOTAL						

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

Name of RFP: INTERACTIVE DVD AND HISTORY BOOK						
Date:						
Technical Evaluation Criteria	80 POINTS Maximum	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1. Understanding of the Project	5					
2. Methodology Used for the Project:	25					
3. Management Plan for the Project:	25					
4. Experience and Qualifications:	20					
5. Demonstration	5					
Technical Proposal Score						
6. Cost Proposal Score (20)						
Grand Total						

SERVICE CONTRACT

Next 3 pages

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

REQUEST FOR PROPOSAL TITLE: _____

REQUEST FOR PROPOSAL NO.: _____

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

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

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

2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.

3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.

4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.

5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.

6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.

7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.

8. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
12. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
13. Termination
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

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

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

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

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

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

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

**NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION**

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

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

RISK MANAGEMENT APPENDIX

Next 1 page

Risk Management Appendix

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

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

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

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

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

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

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

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

COST PROPOSAL FORMAT

**RFP Number: 961-90-09-050
Interactive DVD and History Book
Proposal Response Sheet**

In accordance with the provisions of the proposal, the undersigned hereby proposes to furnish all labor, equipment and materials to provide the deliverables of RFP 961-90-09-050, 250 copies of the Interactive DVD and the electronic version (.pdf) of the History Book for the following fixed amount:

Cost proposal: \$ _____ (To be used for evaluation)

Payment of this amount will be made as follows:

- 30% approximately July 15, 2010 upon acceptance of project performance through July 1, 2010
- 30% approximately Oct. 15, 2010 upon acceptance of project performance through Oct. 1, 2010
- 30% approximately January 14, 2011 upon acceptance of project performance through January 1, 2011
- 10% approximately March 15, 2011 upon final acceptance of project performance

Price for printing the history book (Optional Item)

In accordance with Section 3.01, Scope of Work, Identified key conceptual ideas and deliverables to be a part of the Project, IV. B., please provide an estimated cost per book based on delivery of 250 copies.

Book in soft cover \$ _____ each

Book in hard cover with jacket sleeve \$ _____ each

SIGNED: _____

FULL NAME: _____, TITLE: _____
(Please Print)

FIRM NAME: _____

FIRM ADDRESS: _____

FIRM PHONE NUMBER: _____

FIRM FAX NUMBER: _____, EMAIL: _____

Proposals must remain open and valid for at least 90 DAYS from the deadline specified for submission of proposals. Proposals may be withdrawn at any time prior to proposal opening date.

The signatory agrees that the NDDOT has the right to reject any or all proposals for any reason.

STATE OF NORTH DAKOTA
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LOCAL GOVERNMENT and
FINANCIAL MANAGEMENT DIVISION
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700

Phone (701) 328-4466, Fax (701) 328-0310, Email mlangehaug@nd.gov

DATE

NOTICE OF INTENT TO AWARD

Request for Proposal (RFP) **961-90-09-050** was issued by the **North Dakota Department of Transportation** on **December 29, 2009**.

The following vendors submitted proposals in response to the RFP:

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

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

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

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

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

If you have any questions, please feel free to contact me at (701) **328-4466**.

Sincerely,

Marilyn Langehaug, Procurement Officer

CHECKLIST FOR OFFERORS

- Submit any questions, comments, or requests for clarification to the procurement officer by the deadline for submission of questions.
- Review Attachments 2 and 3. State any objections to any of the provisions in the Contract Form or Indemnification and Insurance Requirements prior to the deadline for submission of questions.
- Be sure an individual authorized to bind the company to the provisions of the RFP signs the proposal.
- Become a registered vendor in the State of North Dakota prior to submitting a proposal. - Comply with the North Dakota Secretary of State and the North Dakota State Procurement Office Vendor Registration requirements prior to the deadline for proposal submittal.
- Comply with professional licensing requirements, and provide copies of certifications, if required.
- Provide the information about the organization, personnel assignment, and qualifications for the firm and the individuals that will be working on the project. Document and present experience, education and resumes for all participating offeror or subcontractor(s) employees.
- Indicate any additional known federal requirements that apply to the proposal, the evaluation, or the contract that have not already been identified..
- Provide the required number of references for offeror and subcontractor(s).
- Provide all documents or materials that must be submitted with the RFP. Reference 6.08.
- Identify and label and sections of the proposal you feel contain confidential information.
- When you see the words 'must' or 'shall' in the proposal, failure to comply with the request can result in rejection of your proposal.

**American Recovery and Reinvestment Act (ARRA)
Special Provision ARRA Contractor Employment Reporting**

Next 4 pages

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISION

FEDERAL REQUIREMENTS FOR
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

Revision Date: 12/30/2009

Financial Mgmt. Division, Procurement Section

The project in this Contract is funded with ARRA funds. ARRA funded Projects are designated with a project number beginning with 'STM'. The following Federal requirements apply to all ARRA funded projects.

Employment Reporting Requirements

NDDOT, pursuant to Sections 1201 and 1512 of ARRA, will be reporting monthly employment information to the Federal Highway Administration (FHWA) and the Office of Management and Budget (OMB). All Prime Contractors SHALL submit a Monthly Employment Report on all Projects using ARRA funds.

The Prime Contractor shall submit monthly employment reports to NDDOT in one complete submittal for all Prime Contractor employees and Subcontractor employees working on the ARRA funded Project. Reporting shall begin with Contract execution and end when the final payment is made. Monthly employment reports are due within 10 calendar days after the end of every month. Failure to submit the monthly employment report by the 10th calendar day may result in a contract deduction of \$500.00.

All monthly employment reports shall be submitted electronically to the Project Manager and to the following e-mail address:

ARRAreports@nd.gov

The file shall be in the Excel format provided by NDDOT with the following naming:

ProjectControlNumberMonthYear.xls (example: '180541209.xls' for a December 2009 report)

Project Control Number (PCN) is the 5 digit number shown on the Proposal cover page next to the Project number. The Monthly Employment Report shall be provided for each Project with ARRA funding.

All Prime Contractors and Subcontractors shall also be aware that, at any time during the ARRA funded Project, the information required may change, or may be required to be submitted in a different format, at a different time period, and/or to a different location. There will be no direct payment for recording and reporting of this information. All cost associated with this provision shall be considered incidental. All Prime Contractors shall use the most current reporting forms and requirements as provided on the NDDOT website.

<http://www.dot.nd.gov/business/stimulus/reporting/stimulusreporting.htm>

U.S. Comptroller General Authority

Section 902 of the American Recovery and Reinvestment Act (ARRA) of 2009 requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

1. Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the ARRA with respect to this contract, which is funded with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

Inspector General Authority

Section 1515(a) of the ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

Sample of Electronic Form

ARRA MONTHLY EMPLOYMENT REPORT

North Dakota Department of Transportation, Construction Services
SFN 59077 (04-2009)

Contractor/Consultant/Agency Information			
1. Contractor/Consultant/Agency Name:	ABC Construction		
2. Address:	123 First Street Fargo ND 58102		
3. DUNS number:	999999999.9999		
4. Name of Preparer:	Joe Sample		
5. Title of Preparer:	Chief Financial Officer		
Project Information			
6. Project Control Number:	18054		
7. Federal-Aid Project Number:	STM-TES-9-999(248)		
8. Contracting Agency:	N.D. DEPT. OF TRANSPORTATION		
9. Project Location:	608 East Blvd. Ave., Bismarck, North Dakota		
Payroll Information			
10. Payroll Report Month:	03/10		
11. Date Prepared:	04/01/10		
DBE Payments			
12. Total DBE Payments Made:	\$ 12,560		
Prime Contractor/Consultant/Agency Monthly Employment Data			
	(A) Employees	(B) Hours	(C) Payroll
13. Prime/Consultant/Agency	12	540	13,500
Subcontractor Employment Data			
14. Subcontractor Name:	(A) Employees	(B) Hours	(C) Payroll
XYZ Excavating Co.	3	144	3,168
EZ Pavement Marking Co.	2	40	812
Monthly Totals	17	724	17,480

Coding Instructions

- Contractor Name:** The name of the Prime Contractor, Consultant or Agency.
- Address:** The address of the Prime Contractor, Consultant or Agency.
- DUNS number:** This is your Company or Agency identification number provided by Dun & Bradstreet, Inc. This identification number is required for all Prime Contractors, Consultants and Agencies. Information on acquiring this number for no charge is available here: <http://www.dnb.com/us/>
- Name of Preparer:** Indicate the person responsible for preparation of the form. By completing the form the person certifies that they are knowledgeable of the hours worked and employment status for

all the employees. Contractors, Consultants, Agencies and their subcontractors and subconsultants are responsible to maintain data to support the employment form and make it available to NDDOT should they request supporting materials.

5. **Title of Preparer:** Company title of the person responsible for preparation of the form.
6. **Project Control Number (PCN):** The project identification code for each Project. Project Control Numbers are five digit numbers shown next to each Federal-Aid Project number on the Proposal cover page.
7. **Federal Aid Project Number:** The Federal-Aid Project Number shown on the Proposal cover page.
8. **Contracting Agency:** The owner of the Project. The owner of the Project is entity that signs the Contract in the Proposal as the owner.
9. **Project Location:** The location of the project. This information is provided on the Proposal cover sheet.
10. **Payroll Report Month:** The month and year covered by the report, as *mm/yyyy* (e.g. "May 2009" would be coded as "05/2009").
11. **Date Prepared:** The date when the employment report was completed by the Preparer.
Monthly Employment Report Sample and Coding Instructions NDDOT Construction Services Revised: 05/15/2009 Page 3 of 3
12. **Total DBE Payments Made:** Cumulative actual dollars paid to DBE's for labor, materials, equipment, etc., from the start of the project. Include payments to all DBEs, included payments to DBE's on ARRA-funded projects that had no DBE goal or commitment.
13. **Prime Contractor/ Consultant/ Agency Monthly Employment Data:** Report the direct, on-the-project jobs for their workforce during the reporting month. These jobs include employees actively engaged in projects who work on the jobsite, in the project office, in the home office or telework from a home or other alternative office location. Include any engineering personnel, inspectors, sampling and testing technicians employed by the Contractor, Consultant, or Agency performing work directly in support of the ARRA funded project. Do not include material suppliers such as steel, culverts, guardrail, and tool suppliers.
 - a. **Employees:** The number of project employees on the Contractor, Consultant or Agency workforce for the report month.
 - b. **Hours:** The total hours on the specified project for all employees reported on the Contractor, Consultant or Agency workforce for the report month.
 - c. **Payroll:** The total dollar amount of gross wages paid by the Contractor to employees on the specified project. Do not include overhead, vacation, benefit or any other indirect payroll cost.
14. **Subcontractor Monthly Employment Data:** The name of each subcontractor or subconsultant that was active on the project for the reporting month. For each subcontractor entry, report the Employees, Hours and Payroll information as defined above for Prime Contractors and Consultants.