

STATE OF NORTH DAKOTA
North Dakota Department of Transportation
Motor Vehicle Division
608 East Boulevard Avenue, Bismarck ND 58505

REQUEST FOR PROPOSAL (RFP)

RFP Title: Electronic Vehicle Licensing Services for Auto Dealers

RFP Number: 962-93-20-050

Issued: January 7, 2020

Purpose of RFP: The North Dakota Department of Transportation, Motor Vehicle Division, NDDOT MV, is soliciting proposals to provide electronic vehicle licensing services to auto dealers by acting as a liaison between an online interface service provider, which is provided and managed by the provider, the existing systems of the dealers of North Dakota under chapter 39 of North Dakota Century Code (dealers), and the NDDOT MV.

The awarded contractor shall demonstrate the ability to provide technical support to diverse inquiries regarding registration, titling, licensing, tax, leases, and motor vehicle policy questions from dealers of North Dakota as covered in North Dakota Century Code Title 39, Motor Vehicles.

The awarded contractor shall work closely with the dealers of North Dakota to oversee and provide responsibility for any discrepancies made by that dealer.

The awarded contractor's authority to act on behalf of the Director, the Department of Transportation, and the state of North Dakota is expressly limited to the following:

- A. The awarded contractor will oversee the North Dakota dealer's electronic submissions to ensure that all applications are remitted with proper documentation and fees for the initial title and registration of vehicles sold by the dealer. Applications for title shall be processed and can be processed only when authorized by NDDOT MV.
- B. The awarded contractor will ensure that dealerships collect the proper tax, title and registration fees prescribed by law from the dealers of North Dakota. The awarded contractor will ACH the state funds to the NDDOT MV.
- C. The awarded contractor will scan all documents into an electronic format which will be sent to NDDOT MV daily. Documents must be kept securely stored and disposed of according to North Dakota retention laws.
- D. The awarded contractor will utilize web services to import scanned images and index into Filenet.
- E. The awarded contractor will provide a system for data entry that will interface with the NDDOT MV system to query data along with update records with the title and registration information.

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ATTACHMENTS:

- 1 – Cost Proposal Worksheet
- 2 - Proposal Evaluation Worksheets
- 3 – Contract and Appendix A and Appendix E
- 4 – Risk Management Appendix
- 5 – Electronic Vehicle Licensing Services Provider Bond Form
- 6 – Sample Certificate of Insurance

SECTION ONE – INSTRUCTIONS

1.1 PURPOSE OF THE RFP

The North Dakota Department of Transportation, Motor Vehicle Division, NDDOT MV, (the State) is soliciting proposals to provide electronic vehicle licensing services to auto dealers by acting as a liaison between an online interface service provider, which is provided and managed by the provider, the existing systems of the dealers of North Dakota under chapter 39 of North Dakota Century Code (dealers), and the NDDOT MV.

The process of electronic dealer licensing is currently not mandatory for North Dakota auto dealers. Approximately 1000 dealers could use the service. The estimated number of vehicle sales by dealers in 2018 was 80,000. The NDDOT MV division currently does not use an online interface service provider, the selected contractor shall serve as a liaison between the dealers of ND and the NDDOT MV division while providing and managing an electronic dealer licensing interface.

1.2 DEFINITIONS

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

Acronym or Term	Name or Definitions
Contractor	Entity that has an approved contract with the State of North Dakota
CT	Central Time Zone
RFP	Request for Proposal
Solicitation Closing	Deadline for receipt of proposals listed in the RFP Schedule
SPO	Office of Management and Budget, State Procurement Office
STARS	State Title and Registration System
NDDOT MV	North Dakota Department of Transportation Motor Vehicle Division

1.3 PROCUREMENT OFFICER CONTACT INFORMATION

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

PROCUREMENT OFFICER: Sean Lackner

EMAIL: Selackner@nd.gov

PHONE: (701) 328-2571

TTY Users call: 7-1-1

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

1.4 RFP SCHEDULE

EVENT	DATE / TIME
RFP issued	1/7/2020
Deadline for Submission of Questions and Objections	1/23/2020; 5:00 PM, CT
Solicitation Amendment with Responses to Questions issued approximately (if required)	1/30/2020
Deadline for Receipt of Proposals (Solicitation Closing)	2/13/2020; 2:00 PM, CT
Proposal Evaluation completed by approximately	2/26/2020
Notice of Intent to Award issued approximately	2/28/2020
Contract start approximately	3/13/2020

1.5 ASSISTANCE TO INDIVIDUALS WITH A DISABILITY

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

1.6 BIDDERS LIST AND SECRETARY OF STATE REGISTRATION REQUIREMENTS

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

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

Vendor Registration Information Websites:

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

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

Bidders List Used for this Solicitation. Notices related to this RFP will be sent to the Bidders List for the needed commodity or service and other known potential offerors. The following commodity codes were used for the Bidders List for this solicitation: 962-93; 920-39, 22; 958-70, 82.

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

1.7 STATE PROCUREMENT WEBSITE (SPO ONLINE)

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

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

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

1.8 AMENDMENTS TO THE RFP

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

1.9 DEADLINE FOR QUESTIONS AND OBJECTIONS

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

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

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

1.10 PREPROPOSAL CONFERENCE OR SITE INSPECTION

The NDDOT MV will not hold a preproposal conference or site inspection for this RFP.

1.11 AUTHORIZED SIGNATURE

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

1.12 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 NDDOT MV reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

1.13 OFFER HELD FIRM

Offerors must hold proposals firm for at least 180 days from the deadline for receipt of proposals. The NDDOT MV may send a written request to all offerors to hold their offer firm for a longer period of time.

1.14 OFFEROR RESPONSIBLE FOR COSTS

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

1.15 TAXES

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

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

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

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

A contractor or service provider performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on materials, tangible personal property, and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-1246 or visit its website at <https://www.nd.gov/tax/tax-resources/> for more information.

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

1.16 PROPOSAL RECEIPT DEADLINE – LATE PROPOSALS REJECTED

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

1.17 PROPOSAL OPENING

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

1.18 AMENDMENT AND WITHDRAWAL OF PROPOSALS

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

1.19 ALTERNATE PROPOSALS

Offerors may submit only one proposal for evaluation.

1.20 SUBCONTRACTORS

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

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within SEVEN WORKING DAYS from the date of the NDDOT MV 's request:

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

An offeror's failure to provide this information, within the time set, may cause the NDDOT MV 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 NDDOT MV's procurement officer or project manager designated by the NDDOT MV.

1.21 NEWS RELEASES

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

1.22 CONFLICT OF INTEREST

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

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

1.23 ATTEMPT TO INFLUENCE PROHIBITED

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

1.24 COLLUSION PROHIBITED

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

1.25 PROTEST AND APPEAL

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

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

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

SECTION TWO – BACKGROUND

2.1 BACKGROUND INFORMATION

The North Dakota Department of Transportation, Motor Vehicle Division, NDDOT MV, (the State) is soliciting proposals to provide electronic vehicle licensing services to auto dealers by acting as a liaison between an online interface service provider, which is provided and managed by the provider, the existing systems of the dealers of North Dakota under chapter 39 of North Dakota Century Code (dealers), and the NDDOT MV.

The NDDOT MV, through its Motor Vehicle Division, is tasked under North Dakota Century Code (NDCC) Title 39 & Title 57 with collecting and distributing several revenues related to sales, title and registration of motor vehicles. The NDDOT MV conducts operations from a central office located in Bismarck, ND and twenty contracted branch offices located in various cities throughout the state. NDDOT MV is not currently requiring but looking to provide electronic vehicle licensing services to approximately 1,200 dealers in the state of North Dakota. The estimated number of vehicle sales by North Dakota dealers for 2018 was approximately 80,000. NDDOT MV expects that through offering quality electronic vehicle licensing services, citizens and dealerships alike will enjoy greater efficiency and speed of title and registration paperwork, while also taking some workload off of current NDDOT MV processors.

SECTION THREE – SCOPE OF WORK

3.1 SCOPE OF WORK

The North Dakota Department of Transportation, Motor Vehicle Division, hereafter NDDOT MV, (the State) is soliciting proposals to provide electronic vehicle licensing services to auto dealers by acting as a liaison between an online interface service provider, which is provided and managed by the provider, the existing systems of the dealers of North Dakota under chapter 39 of North Dakota Century Code (dealers), and the NDDOT MV.

The Contractor shall provide technical support to diverse inquiries regarding registration, titling, licensing, tax, leases, and motor vehicle policy questions from dealers of North Dakota as covered in North Dakota Century Code Title 39, Motor Vehicles.

The Contractor authority to act on behalf of the Director, the Department of Transportation, and the state of North Dakota is expressly limited to the following:

- A. The Contractor will oversee the North Dakota dealer's electronic submissions to ensure that all applications are remitted with proper documentation and fees, for the initial title and registration of vehicles sold by the dealer. Applications for title shall be processed and can be processed only when authorized by NDDOT MV.
- B. The Contractor will ensure that dealerships collect the proper tax, title and registration fees prescribed by law from the dealers of North Dakota. The Contractor will ACH the state funds to the NDDOT MV.
- C. The Contractor will scan all documents into an electronic format which will be sent to NDDOT MV daily. Documents must be kept securely stored and disposed of according to North Dakota

retention laws.

- D. The awarded contractor will utilize web services to import scanned images and index into Filenet.
- E. The awarded contractor will provide a system for data entry that will interface with the NDDOT MV system to query data along with update records with the title and registration information.

The Contractor shall work closely with the dealers of North Dakota to oversee and provide responsibility for any discrepancies made by that dealer. **The Contractor will be responsible for developing the integration of its solution with the current State Title and Registration System (STARS).** The Contractor shall have the software solution and be responsible for all hardware, software, material supplies and ongoing maintenance of the solution through the life of the contract.

NDDOT MV is interested in those with the following experience:

1. Titling and registration experience.
2. Customer service experience.
3. Dealership experience.
4. Software development and maintenance experience.
5. Legal, paralegal, experience. The ability to research NDCC, ND Administrative Rules and other legal documents.
6. Experience in personnel training.
7. Business or Accounting experience.
8. Quickly learn practices, principles, standards, and guidelines as related to motor vehicle regulations, NDCC, general regulation, title and registration requirements of other governments, and familiarity with other state agencies.
9. The bidder shall identify and explain any previous experience with comparable projects.

The primary criteria for establishing and maintaining an agent for electronic vehicle licensing service for auto dealers:

1. Adequate dealer needs and interest.
2. Adequate office staff to service the dealership transactions in a timely manner.
3. Office hours comparable to the NDDOT Central Office.
4. Full compliance with the Americans with Disabilities Act (ADA) and Title VI of Civil Rights Act.
5. Review the completeness and accuracy of title and registration documents, image the documents and process correct payments.

The powers and duties of the Director and Department of Transportation are outlined in the North Dakota Century Code (Sections 24-02-01.2 and 39-02-03).

The agreement for electronic vehicle licensing services for auto dealers brings into being an entity conducting state business to provide Motor Vehicle services for electronic vehicle licensing services. The public should be made aware of the joint commitment of the private and governmental sectors to bring to the citizens of North Dakota a system of quality service.

The Department of Transportation shall continue its effort to be a servant of the people and to improve and enhance its services. The agent office must be a responsible partner to ensure its success.

The electronic vehicle licensing agent will be self-sustaining as to all costs and expenses in its operation. The electronic vehicle licensing agent shall be responsible for payment of all costs of the network and device connections, including any updates, necessary to communicate on the State NDIT network. The agent will also be responsible for payment of all costs incurred to add or replace any software and/or equipment, including computers and printers, which are determined

by NDDOT MV to be necessary for the continued operation of the electronic vehicle licensing agent.

3.2 APPLICABLE DIRECTIVES

This project is subject to the following:

- A. N.D.C.C. § 39
- B. N.D.C.C. § 57
- C. N.D.C.C. § 54-10-28 related to the state auditor's authority to conduct information technology compliance reviews.
- D. N.D.C.C. §§ 54-35-15.2, 54-35-15.3, and 54-35-15.4 related reporting to and review by the Legislative Council Information Technology Committee.
- E. N.D.C.C. § 54-59 related to the Information Technology Department.
- F. Motor Vehicle Registration Information Manual: <https://www.dot.nd.gov/manuals/mv/registration-manual.pdf> .

The contractor is responsible for identifying and complying with all state and federal requirements that apply to the contract.

3.3 REQUIREMENTS / DESCRIPTION OF SPECIFIC, RESULTS-ORIENTED TASKS **A. DELIVERABLES**

The contractor will be required to provide the following to achieve the objective of this project:

The primary functions of the electronic vehicle licensing agent are to:

1. Provide technical information and customer service in a professional manner to the local dealers of North Dakota and other stakeholders regarding all Motor Vehicle business. These include registration, titling, tax, leases, and other motor vehicle activities that come from electronic processing and submission.
2. Maintain knowledge of North Dakota & Federal laws and requirements of motor vehicle registration and titling; maintain familiarity with the requirements and laws of other states, provinces, and jurisdictions.
3. Respond to inquiries by the dealers and the NDDOT MV and determine the most effective and efficient method or procedure to resolve concerns.
4. Examine applications to ensure necessary and correct information is received and all required information is included such as: name, address, vehicle's Manufacturer's Certificate of Origins (MCO), titles, damage and odometer disclosure statements, payment of correct fees for registration and titles.
5. Examine all paperwork submitted for potential fraud including:
Misstated purchase prices, tax exemptions, and odometer statements; fraudulent documentation; and signatures for possible forgeries.
6. Maintain integrity of State Title and Registration System (STARS) used to track vehicles registered and titled in North Dakota by ensuring vehicle information, vehicle owner records, images and registration dates are accurate.
7. Update the NDDOT MV STARS system through web service calls.
8. Payments must be reconciled daily.
9. Ensure accuracy of fees and payments and/or credit amounts transferred correctly.
10. Assist dealers to complete required forms and application materials; question applicants and conduct research to obtain missing or questionable information; provide the dealers with detailed and concise instructions to complete the task and necessary product(s).

11. Maintain the confidentiality of private information in order to comply with Federal and State laws, rules, policies, and procedures.
12. Provide assistance wherever necessary as a contracted third party to responsibly meet auto dealership and customer needs while maintaining compliance with the NDDOT MV.
13. Responsible to correct errors on titling and licensing application(s) including all correspondence and imaging in a timely manner.
14. Required to maintain a minimum accuracy rating of at least 90%. Preference will be given to companies who have proven performance in this area.
15. Bismarck Central office will be a resource in response to the interpretation and implementation of North Dakota Century Code (NDCC), Federal laws, and department policies.
16. Attend Motor Vehicle Title and Registration training as offered.

The primary functions of the electronic vehicle licensing agent manager are to:

1. Provide technical assistance and/or information on the interpretation of statutes, rules, policies, and procedures to co-workers including employees of the contracted agent.
2. Be responsible for all primary functions of the agent's operations.
3. Maintain effective staff coverage, customer services, and workload balance. Manage the activities of staff providing leadership and guidance to ensure functions and activities are completed efficiently and effectively.
4. Interview, recommendation, and selection of staff, development and approval of position descriptions, performance indicators, and individual development plans. Contract personnel changes are subject to NDDOT MV approval.
5. Conduct performance reviews, correction of performance problems through instruction and training, and the initiation of disciplinary action to include recommendation for discharge.
6. Coordination, coaching, supervision and mentoring of select lead workers so that decision making, work distribution, and individual performances reflect a team environment.
7. Financial responsibilities – the level of which shall be determined by NDDOT MV after the review of the offeror's proposal and the level of financial access it includes.
8. Provide technical assistance and/or information on the interpretation of statutes, rules, policies, and procedures to team members including employees of the contracted agent.
9. Oversight of correspondence to dealers in order to correct errors on titling and licensing application.
10. Responsible to correct errors on titling and licensing application(s) including all correspondence and imaging in a timely manner.
11. Bismarck Central office will be a resource in response to the interpretation and implementation of North Dakota Century Code (NDCC), Federal laws, and department policies.

B. QUALITY CONTROL/QUALITY ASSURANCE

Offerors shall describe the quality control/quality assurance (QC/QA) program that is to be used for this contract. This QC/QA program shall identify the team members and the parts of the contract for which they are to be responsible.

Offeror shall describe security and audit procedures used to identify and mitigate fraud risk.

The contract manager and the awarded contractor will meet during the contract to review progress and to monitor the performance of the contractor. If progress and performance are

deemed unsatisfactory during a review, corrective measures with completion dates will be established. Continuing unsatisfactory performance may be grounds for contract termination.

All business records are subject to random review at any time by the NDDOT MV.

The awarded contractor may be subject to an annual audit by NDDOT Audit Division.

C. LOCATION OF WORK/TRAVEL

Neither NDDOT MV nor the State of North Dakota shall provide workspace for the contractor. It is preferred that the awarded contractor and subcontractors maintain a North Dakota based office. They should be staffed from 7:30 a.m. to 5:00 p.m., Monday – Friday, excluding all state holidays, unless other arrangements are made with the contract manager. Offices must be accessible to people with disabilities.

The North Dakota based location preference is due to managerial logistics, the need for efficiency in performance and the potential for extra business costs associated with travel and document transmittals particularly in regard to the central office title processing and personnel training aspects of the contract.

The initial contractor training will be performed at the following location:

NDDOT Central Office, 608 East Boulevard Avenue, Bismarck, ND

The awarded contractor may be required to travel to the NDDOT MV Central Office for training purposes. NDDOT MV will not cover the vendors costs associated with training.

D. STATE-FURNISHED PROPERTY/SERVICES

The NDDOT MV will work extensively with the awarded contractor through all phases of the contract and will provide:

1. The necessary IT access to the software required to successfully perform the contract.
 - IT Connectivity, Equipment & Software Requirements.
2. Training regarding procedures, forms, department operation, laws and rules, STARS.
3. Ongoing support to successfully implement the goals of this contract with the longer term goal of getting the awarded contractor trained in such a manner as to be able to operate relatively independently of NDDOT oversight.
4. Primary contract manager and other staff as needed.

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

E. CONTRACTOR-FURNISHED PROPERTY/SERVICES

The awarded contractor will provide all equipment and materials necessary to accomplish the deliverables including:

1. IT Connectivity.
2. Equipment and Software Requirements including anti-virus protection.
3. Information Technology tech support.

Offerors shall describe in their proposals what they will furnish to accomplish the deliverables.

F. COMPANY VIABILITY

The offeror shall provide financial information in such a manner that the State can reasonably formulate a determination about the stability and financial strength of the organization. This shall include but not be limited to company size, organization, date of incorporation, ownership, number of employees, revenues for the last fiscal year. Additional more comprehensive financial records may be requested during the evaluation process.

G. 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.

H. FEDERAL REQUIREMENTS

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

I. RISK MANAGEMENT

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

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer **prior to the deadline for questions and objections as indicated in the RFP schedule (1.4).**

No alteration of these provisions will be permitted without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

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

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

J. PROJECT MANAGEMENT PLAN

The contractor shall use appropriate project management to ensure the work is accomplished on time, and meets quantity and quality standards.

1. The contractor will be required to collaborate with the NDDOT MV to agree upon the contract schedule, including a work breakdown, schedule of tasks and activities, and progress milestones.
2. The contractor will be required to coordinate with the NDDOT MV to develop a Human Resources plan for the contractor and the NDDOT MV staff assigned to the project.

3. The contractor will be required to coordinate with the NDDOT MV to develop a communication plan. Any problems or unforeseen events must be communicated timely to the NDDOT MV project manager, and any changes must be agreed upon between the parties and set forth in a written amendment to the contract. If the NDDOT MV requires corrective action, the contractor will be notified in writing.

4. When the contract is completed, the NDDOT MV and contractor will communicate regarding the contract closeout plan, including transition of any records as needed. A contract closeout debrief may be performed at the discretion of the procurement officer or project manager designated by the NDDOT MV. The debriefing time and location will be negotiated between the NDDOT MV and contractor. The contractor must collaborate in development a Project Closeout Report to include feedback regarding the project implementation and any lessons learned.

K. CONTRACT TERM, SCHEDULE AND DELIVERABLES

1. Contract Term, Extension and Renewal Options

The NDDOT MV will enter into a twenty-four (24) month contract. This contract may be renewed upon satisfactory completion of the initial contract term. The purchasing agency reserves the right to execute up to two (2) options to renew this contract for a period of twenty-four (24) months each, not to exceed seventy-two (72) months total. Renewals will be documented by amendment.

The purchasing agency reserves the right to renegotiate price and terms provided that such negotiated price and terms fall within the original scope of work for this bid. Negotiations may be conducted annually or at such times that additional and unexpected services falling within the scope of the contract may occur. Such changes will be documented by amendment to the contract.

2. Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment 3).

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 procurement officer.

Offerors are instructed to contact the procurement officer in writing regarding objections to the contract provisions. Such objections must be identified by the offeror **prior to the deadline for questions and objections as indicated in the RFP schedule (1.4)**.

3. Proposal as a Part of the Contract

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

4. Additional Terms and Conditions

The NDDOT MV 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.

5. Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's rights under any contract resulting from the RFP will be considered null and void. The NDDOT MV

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.

6. Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the NDDOT MV may set a different starting date for the contract. The NDDOT MV 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 NDDOT MV.

7. 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 contract manager designated by the NDDOT MV 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 contract manager has secured any required NDDOT MV approvals necessary for the amendment and issued a written contract amendment, approved by the purchasing agency.

8. Schedule and Deliverables

The NDDOT MV has identified the following deliverables which are significant work products or milestones in the project. The NDDOT MV requires these deliverables to be addressed in the Contract Schedule, as a minimum. The contractor shall develop a schedule for accomplishing the Scope of Work, including these specific deliverables. The final schedule shall be agreed upon between the NDDOT MV and the successful offeror and incorporated into the contract.

The schedule for this contract is as follows:

- a. Contract start: Approximately March 13, 2020.
- b. "Kick off" meeting/conference call: Within 2 weeks of effective contract start date.
- c. Contractor begins requirements gathering/understanding meetings: Within 2 weeks of effective contract start date.
- d. Contractor submits first project progress report: April 17th, 2020.
- e. NDDOT MV provides contractor with feedback/comments for revision as needed: approximately April 27th, 2020.
- f. Contractor submits monthly contract progress reports to the NDDOT MV: The last business day of each month for the first 24 months of the contract.
- g. Contractor begins electronic vehicle licensing service design no later than: May 5th, 2020.
- h. Contractor begins electronic vehicle licensing service development and supplies post implementation reports within 9 weeks of contract start date.
- i. Contractor begins electronic vehicle licensing testing and training no later than June 1st, 2020.
- j. First successful live electronic vehicle licensing service submission to the NDDOT MV

no later than: June 30th, 2020 or a date agreed upon by the NDDOT MV and the awarded contractor.

k. Informal debriefing upon contract completion: TBD

3.4 EXPERIENCE AND QUALIFICATIONS

In order for offers to be considered responsive, offerors shall meet the minimum qualifications and prior experience requirements. An offeror's failure to meet these items may cause its proposal to be considered non-responsive and its proposal will be rejected.

The minimum qualifications and prior experience requirements are as follows:

1. Company shall identify and explain any previous experience with comparable projects including the success of the projects.
2. Customer service experience.
3. The ability to research NDCC, ND Administrative Rules and other legal documents.
4. Experience in personnel training.
5. Business and Accounting experience.
6. Quickly learn practices, principles, standards, and guidelines as related to motor vehicle regulations, NDCC, general regulation, title and registration requirements of other governments, and familiarity with other state agencies.
7. Extensive online interface experience and IT capabilities appropriate to the contract requirements for at least one staff member who will provide IT support for the awarded contractor.
8. Contractor must assign a Project Manager who will coordinate the contract and project.
 - A. The assigned Project Manager must have at least three years' experience managing projects of a similar nature including application development, system integration and contract management. Preference will be given for those with Project Management Professional (PMP) certification.
9. Project Manager and assigned staff
 - A. Identify the principal supervisory and management staff, specialists, training and supporting staff who will be assigned to the contract.
 - B. Provide comprehensive information regarding the specifically assigned staff,
 - i. Qualifications, include Resumes
 - ii. Experience
 - iii. Indicate any certifications for each individual assigned to the contract.
 - iv. Contractor shall provide information on the project management experience of all assigned staff.
 - v. Both credit and criminal background screening of the apparent awardee and each personnel assigned to the project will be required. Expenses associated with screening will be paid by the apparent awardee. The apparent awardee shall ensure that all vendor employees who will be working on the contract have had criminal and credit background checks. The pass/fail standard is to be determined in conjunction with the NDDOT MV Contract Manager. The background documents are to be retained by the apparent awardee. Awardee shall maintain a list of employees who have passed the background check and assure that the NDDOT MV has an updated copy similar to the following example:

BACKGROUND CHECKS

Background checks performed on January 3, 2020

First Name	Last Name	Hire Year	Date of Birth	Pass/Fail	Notes
John	Smith	2015	1/18/1979	Pass	Clear
Jane	Doe	2012	7/21/1976	Pass	Misdemeanor DUI 2008

10. Contractor Project Team Personnel

- A. The staff presented in the offeror's proposal will remain intact during the term of the contract.
- B. The contractor must inform the NDDOT MV of any changes to the contractor's project team members named in the proposal, in advance and in writing. The personnel changes of key contractor project team members that are not acceptable to NDDOT MV may be grounds for the NDDOT MV to terminate the contract.
- C. The NDDOT MV retains the right to approve or reject replacement personnel. The replacements must have substantially the same or better qualifications or experience.

SECTION FOUR – PROPOSAL INSTRUCTIONS

4.1 PROPOSAL PREPARATION

The NDDOT MV discourages overly lengthy and costly proposals. An offeror must prepare its proposal using the prescribed proposal format and provide all the requested information; this will enable the proposal to be evaluated fairly and completely.

**4.2 PROPOSAL SUBMISSION INSTRUCTIONS
FORMAT**

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

EMAILED OR FAXED SUBMISSION

Sealed proposals are required; therefore, proposals cannot be submitted by email or fax to the procurement officer. Offerors may email or fax proposals to a third party to place in a sealed envelope and deliver by the deadline for proposal submission.

SUBMIT IN PERSON, BY MAIL OR DELIVERY SERVICE

Offerors may submit proposals in person, by mail, or delivery service. Clearly address all envelopes or packages as follows:

RFP #: 962-93-20-050
RFP Title: Electronic Vehicle Licensing Services for Auto Dealers
ATTN: Sean Lackner
North Dakota Department of Transportation
Procurement
608 E. Boulevard Ave.
Bismarck, ND 58505

COPIES OF TECHNICAL AND COST PROPOSAL

Offeror shall submit **5 hard copies** and **one electronic copy** of its Technical Proposal.

Offeror shall submit one (1) copy of its Cost Proposal in a separate, sealed envelope, clearly labeled "Cost Proposal."

4.3 PROPOSAL FORMAT

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

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

- Section 1 – Cover Letter
- Section 2 – RFP Amendments
- Section 3 – Experience and Qualifications

- Section 4 – Quality Control, Security and Audit Procedures for the Project
- Section 5 – Management Plan for the Project and Strategy for Scope of Work Requirements
- Section 6 – Understanding of the Project

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

4.4 TECHNICAL PROPOSAL

PART 1 – COVER LETTER

Proposals shall include a cover letter that includes the following:

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

PART 2 – RFP AMENDMENTS

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

PART 3 –SCOPE OF WORK STRATEGY

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

1. **Applicable Directives.** The Offeror must identify any state and federal requirements that apply to the contract.
2. **Strategy for Scope of Work Requirements.** The Offeror must provide narrative statements to demonstrate their understanding of the scope of work requirements, as described in section 3 of the RFP. Explain the proposed strategy to accomplish the scope of work, meet all requirements, and provide the deliverables described in the scope of work within the NDDOT MV’s project schedule.
3. **Value-Added Options.** Offerors may include any optional services or goods that are not required by the NDDOT MV but are within the scope of work (e.g. an option for a higher level of service, equipment accessories, extended warranty options, etc.). Describe any value-added options being offered.
4. **Location of Work.** The proposal must respond to the NDDOT MV’s Location of Work instructions within the RFP Scope of Work. Describe where the work will be performed and any proposed travel.

5. **State Furnished Property and Services.** The offeror must provide a detailed breakdown of the Offeror's expectations for NDDOT MV resources that will be needed for the project, including number of staff, qualifications, roles and responsibilities, and time requirements for the various phases of the project.
6. **Contractor Furnished Property and Services.** Provide a detailed breakdown of the equipment and materials necessary to accomplish the deliverables as described in the RFP.
7. **Risk Management.** Offerors must describe measures to be taken to ensure the safety of its employees, state employees, the public and property. Offerors must also identify any pertinent issues and potential problems related to the project and describe how those potential issues and problems could be mitigated.
8. **Project Management Plan.** The proposal must describe how the contractor intends to manage the project to ensure the work is accomplished on time, within budget, and meet quantity and quality standards. Offerors may provide a narrative or organizational chart to illustrate the lines of authority and accountability.
9. **Proposed Schedule and Deliverables.** The proposal must provide a timeline for accomplishing the work, in consideration of the NDDOT MV's Contract Schedule within the RFP Scope of Work.

PART 4 –EXPERIENCE AND QUALIFICATIONS

Mandatory Requirements. An offeror must provide information to demonstrate meeting the Offeror Experience and Qualifications Mandatory Requirement in RFP Section 3.4, Scope of Work, Experience and Qualifications.

Experience and Qualifications of the Firm

Provide a brief history and describe the organization of the firm. Describe the number of years the offeror has provided the type of work requested in this RFP. Describe specific experience of their firm in completing similar projects. Provide a description of the project, approximate time frame of the project, and contact information for the customer. Offerors shall provide letters of reference from customers.

Experience and Qualifications of the Project Team

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

1. Description of anticipated work they will perform and approximate estimated hours;
2. Resume or description of the relevant education, training, experience, skills and qualifications;
3. If the offeror has vacant positions, identify the job description and minimum qualifications for staff members to be recruited;
4. Subcontractors. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Provide a statement that the offeror will ensure that the subcontractor has or will obtain any required licenses and registrations, including registration with the North Dakota Secretary of State; and
5. Joint Venture. If submitting a proposal as a joint venture, provide narrative statements that describe the roles and responsibilities of each party to the joint venture. If available, submit a copy of the joint venture agreement that identifies the parties involved and its rights and responsibilities.

References

Provide three (3) reference letters from clients for whom similar work was completed. The reference letter must include the name of a contact person, address, email, and telephone number. The NDDOT MV may contact references provided for verification and to obtain additional information. Evaluation will be impacted if the NDDOT MV is unable to contact the reference or the reference does not timely provide the requested information.

PART 5 – CONTRACT PROVISIONS

Offeror shall review the RFP Section 6 and the NDDOT MV's Contract – Attachment 3.

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

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

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

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

PART 6 – OPEN RECORDS AND CONFIDENTIALITY

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

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

Offeror must provide one of the following in their proposal:

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

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

4.5 COST PROPOSAL

Itemized Costs. Include a detailed itemization of the cost proposal, including all direct and indirect costs which may include:

- One time or startup costs
- Ongoing/Lifecycle Costs (For example, consumables, maintenance and support, etc.)
- Commodities/Equipment/Supplies

- Total labor, including a breakdown of the number of hours at the various hourly rates.
- Subcontractor costs
- Travel expenses
- Overhead
- Costs to the Motor Vehicle Dealerships (Not used in the evaluation for award).

Value-Added Options. Offeror may include pricing for any value-added options that are described in the offeror's proposal as options, but not included in the total cost. Any options must be within the scope of work. (e.g. an option for a higher level of service, equipment accessories, extended warranty options, etc.). Provide details related to initial cost, reoccurring costs, and options. The NDDOT MV shall not consider these costs as part of cost evaluation scoring.

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

Offeror should describe any discount terms for prompt payment. Discounts for prompt payment will not be considered in evaluating costs. Offerors shall consider attachment 1 when submitting cost proposals.

Cost to Dealers. Current scheduled fees for vehicle dealers can be found here:

<https://www.legis.nd.gov/information/acdata/pdf/37-12-06.pdf> The offeror must include fees the offeror will charge directly to the dealerships in the response. The fees charged to the dealerships will not be considered in the evaluation for award.

4.6 BONDS

The NDDOT MV will require the awarded contractor to obtain a surety bond to be evaluated annually. The contractor will be responsible for protecting public funds and is liable for the loss of funds because of embezzlement, theft, or misappropriation by the contractor or any person employed by the contractor. The surety bond must be executed by the contractor as principal, executed by a surety company licensed and qualified to do business within the state of North Dakota, and under which NDDOT MV is an obligee.

The bond form is included in attachment 5 and shall be completed by the awarded vendor prior to contract activation.

SECTION FIVE – AWARD AND PROPOSAL EVALUATION

5.1 AWARD

The NDDOT MV intends to award a contract to the responsible offeror whose proposal is determined to be responsive to the requirements of the solicitation and is determined to be most advantageous in consideration of the RFP evaluation criteria.

5.2 RESPONSIVENESS

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

5.3 RESPONSIBILITY – SUPPLEMENTARY INVESTIGATION

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

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

5.4 EVALUATION CRITERIA

Proposals will be evaluated using a 100-point scale. The evaluation committee will award points based on the questions in the Technical Proposal Evaluation Worksheet – Attachment 2. The technical proposal evaluation score and cost proposal evaluation score will be added together to determine the total evaluation score. After the initial evaluation, the evaluation committee may determine which proposals are reasonably susceptible for award and continue the evaluation process with only those offerors. Offerors whose proposals are not selected for further evaluation may request a debrief from the procurement officer after an award notice is issued. The final evaluation score will consider information received by the NDDOT MV, including but not limited to, discussions with offerors, demonstrations, presentations, site visits, reference checks, and best and final offers.

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

COST

Twenty-five Percent (25%) of the total possible evaluation points will be assigned to this criterion. The NDDOT MV will calculate evaluation points awarded to cost proposals. Any prompt payment discount terms proposed by the offeror will not be considered in evaluating cost.

The cost amount used for evaluation may be affected by the application of North Dakota preference laws in accordance with [N.D.C.C. § 44-08-01](#). The preference given to a resident offeror will be equal to the preference given or required by the state of the nonresident offeror (i.e. reciprocal preference). For more information, refer to [Guidelines to North Dakota Purchasing Preference Laws](#).

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

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

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

EXPERIENCE AND QUALIFICATIONS

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

Proposals will be evaluated against the questions set out below:

[a] Do the individuals assigned to the project have experience on similar projects? How extensive is their experience?

[b] Has the firm demonstrated experience in successfully completing similar projects? How extensive is the firm’s experience in this type of work?

[c] Does the assigned Project Manager have at least three years' experience managing projects of a similar nature including application development, system integration and contract management? Is the assigned Project Manager a Certified Project Manager?

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

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

[f] If a subcontractor will perform work on the project has the offeror provided the requested information? How extensive is the experience and qualifications of the subcontractor?

QUALITY CONTROL, SECURITY AND AUDIT PROCEDURES FOR THE PROJECT

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

[a] How strong is the offerors quality control/quality assurance (QC/QA) program that is to be used for this contract?

[b] Does the offeror's QC/QA program identify the team members and the parts of the contract for which they are to be responsible?

[c] Does the offeror provide security and audit procedures used to identify and mitigate fraud risk?

[d] Does the offeror identify any state and federal requirements that apply to the contract?

[e] Does the offeror identify any potential risks, issues and problems associated with the project and identify ways to mitigate those potential risks?

MANAGEMENT PLAN FOR THE PROJECT AND STRATEGY FOR SCOPE OF WORK REQUIREMENTS

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 offeror respond to the NDDOT MV's Location of Work instructions within the RFP Scope of Work, describe where the work will be performed and any proposed travel?

[b] Does the offeror provide a detailed breakdown of the offeror's expectations for NDDOT MV resources that will be needed for the project, including number of staff, qualifications, roles and responsibilities, and time requirements for the various phases of the project?

[c] Does the offeror provide a detailed breakdown of the equipment and materials necessary to accomplish the deliverables as described in the RFP?

[d] How well does the offeror provide narrative statements to demonstrate their understanding of the scope of work requirements, as described in section 3 of the RFP?

[e] Are there areas of the offeror's proposed scope of work strategy of concern or that require clarification or further information?

[f] Does the offeror's proposed timeline demonstrate the ability to meet the contract schedule and deliverables?

[g] Has the offeror described their project management to accomplish the work on time, and meet quantity and quality standards?

UNDERSTANDING OF THE PROJECT

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

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

[b] Has the firm demonstrated experience in successfully completing similar projects?

[c] Did the offeror provide financial information which will allow the NDDOT MV to determine the stability and financial strength of the organization?

[d] How well has the offeror followed the proposal preparation instructions? Does the proposal contain all the requested information?

5.5 CLARIFICATIONS OF PROPOSALS – DISCUSSIONS

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Discussions will be limited to the specific section of the RFP or proposal indicated by the NDDOT MV. Discussions are generally conducted by telephone or internet-based conference.

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

5.6 RIGHT OF REJECTION

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

5.7 BEST AND FINAL OFFERS

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

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

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

Best and final offers will be evaluated using the evaluation criteria stated in the RFP. The NDDOT MV may request more than one best and final offer.

5.8 NEGOTIATIONS

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

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

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

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

5.9 NOTICE OF INTENT TO AWARD

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

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

5.10 CONTRACT APPROVAL

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

5.11 EVALUATION DEBRIEFING

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

SECTION SIX – CONTRACT INFORMATION

6.1 NORTH DAKOTA CONTRACTUAL REQUIREMENTS – BACKGROUND

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

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

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

The NDDOT MV intends to execute a contract substantially similar to the Contract – Attachment 3. The offeror will be required to sign the Contract attached to this RFP and must comply with the terms and conditions. The NDDOT MV may deem any failure to object to a contract provision as the offeror’s acceptance of that provision.

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

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

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

The NDDOT MV may deem any failure to object to a contract provision as the offeror's acceptance of that provision.

6.3 CONTRACT PROVISIONS

A. Contract Type.

The contract type will be as follows:

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

1. Current scheduled fees for vehicle dealers can be found here: <https://www.legis.nd.gov/information/acdata/pdf/37-12-06.pdf> The offeror must include fees the offeror will charge directly to the dealerships in the response. The fees charged to the dealerships will not be considered in the evaluation for award.

B. Payment Procedures

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

- The NDDOT MV will make a single payment when the interface is complete all of the deliverables are received, and the contract is completed and approved by the contract manager designated by the NDDOT MV. The service costs may be paid by the auto dealerships.

C. Contract Personnel

The project manager designated by the NDDOT MV 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 NDDOT MV may be grounds for the NDDOT MV to terminate the contract.

The NDDOT MV contract manager assigned to this contract is:

Jody Isaak, Accounting & Dealer Enforcement
Office Phone - 701-328-4791
Fax Number - 701-328-0314
jmisaak@nd.gov

D. Inspection & Modification

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the NDDOT MV. The NDDOT MV may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract.

Should the NDDOT MV determine that corrections or modifications are necessary in order to accomplish its intent, the NDDOT MV 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 NDDOT MV to terminate the contract. In this event, the NDDOT MV may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

E. Contract Changes – Unanticipated Amendments

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

F. Purchasing Card

NDDOT MV may make payments under this contract using a state purchasing card.

G. Termination for Default

If the contract manager designated by the NDDOT MV 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 NDDOT MV may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the NDDOT MV's right to termination under the contract provisions of the Service Contract, attached.

H. Nondisclosure Agreement

The contractor will be required to maintain strict confidentiality regarding the contract.

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

I. Work Product, Equipment and Material

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

J. 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.

K. Assignment

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

6.4 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

A. Indemnification and Insurance

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

B. Indemnification

Indemnification is a contractual clause by which one party to a contract asks the other party to defend it against any claims of third parties who might be injured as a result of something that occurs while the parties are performing their duties and obligations under the contract. Without specific authority to do so, State agencies cannot enter into agreements indemnifying contractors, or any other entity, against third party claims. Any clause that has the intent of seeking indemnification from the NDDOT MV, whether or not the clause contains the words "indemnity" or "indemnify," are not clauses to which the NDDOT MV may agree.

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

C. Insurance

Upon receipt of the Notice of Intent to Award, the successful offeror must obtain the required insurance coverage and provide the procurement officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the NDDOT MV, in consultation with the North Dakota Risk Management Division. The successful offeror's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. A sample certificate of insurance is included in attachment 6.

D. Limitation of Liability

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

forecasting; and b) after consultation with the Office of the Attorney General and Risk Management.

E. Waivers of Jurisdiction and Venue: Alternative Dispute Resolution

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

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

F. Confidentiality

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

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

Because the NDDOT MV may only obligate those funds that have been appropriated to it by the Legislative Assembly and may only obligate those funds for the purposes for which the funds were appropriated, the NDDOT MV may not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation. Certainly, this is one of numerous reasons why the NDDOT MV cannot indemnify a contractor against third party claims, but it may also be said for clauses that purport to obligate the NDDOT MV to pay a contractor's attorneys' fees, unknown cost increases during the life of the contract, add-ons that were not contemplated or priced in the contract.

6.5 SCOPE OF WORK

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

6.6 CONTRACT TERM

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

6.7 RIGHT TO INSPECT PLACE OF BUSINESS

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

ATTACHMENT 1
CONTRACT COST
NEXT PAGE

Contract Cost

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

Applying Preference Laws

Offerors should refer to section 4.5 of the RFP when submitting cost proposals.

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://cms.oregon.gov/DAS/EGS/PS/Pages/reciprocal.aspx> 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

Costs to Dealers

Current scheduled fees for vehicle dealers can be found here:

<https://www.legis.nd.gov/information/acdata/pdf/37-12-06.pdf> The offeror must include fees the offeror will charge directly to the dealerships in the response. The fees charged to the dealerships will not be considered in the evaluation for award.

EVALUATOR'S POINT TOTAL FOR CONTRACT COST _____

ATTACHMENT 2

**TECHNICAL PROPOSAL EVALUATION WORKSHEET
NEXT NINE (9) PAGES**

Experience and Qualifications

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

Rating Scale (20 POINT Maximum)	
Point Value	Explanation
0	None. Not addressed or response of no value
1-4	Fair. Limited applicability
5-8	Good. Some applicability
9-12	Very Good. Substantial applicability
13-15	Excellent. Total applicability

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

[a] Do the individuals assigned to the project have experience on similar projects? How extensive is their experience?

EVALUATOR'S NOTES

[b] Has the firm demonstrated experience in successfully completing similar projects? How extensive is the firm's experience in this type of work?

EVALUATOR'S NOTES

[c] Does the assigned Project Manager have at least three years' experience managing projects of a similar nature including application development, system integration and contract management? Is the assigned Project Manager a Certified Project Manager?

EVALUATOR'S NOTES

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

EVALUATOR NOTES

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

EVALUATOR NOTES

[f] If a subcontractor will perform work on the project has the offeror provided the requested information? How extensive is the experience and qualifications of the subcontractor?

EVALUATOR NOTES

EVALUATOR'S POINT TOTAL FOR EXPERIENCE AND QUALIFICATIONS _____

TECHNICAL PROPOSAL EVALUATION WORKSHEET

Quality Control, Security and Audit Procedures for the Project

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

Rating Scale (10 POINT Maximum)	
Point Value	Explanation
0-4	None. Not addressed or response of no value
5-8	Fair. Limited applicability
9-12	Good. Some applicability
13-16	Very Good. Substantial applicability
17-20	Excellent. Total applicability

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

[a] How strong is the offerors quality control/quality assurance (QC/QA) program that is to be used for this contract?

EVALUATOR'S NOTES

[b] Does the offerors QC/QA program identify the team members and the parts of the contract for which they are to be responsible?

EVALUATOR'S NOTES

[c] Does the offeror provide security and audit procedures used to identify and mitigate fraud risk?

EVALUATOR'S NOTES

[d] Does the offeror identify any state and federal requirements that apply to the contract?

EVALUATOR'S NOTES

[e] Does the offeror identify any potential risks, issues and problems associated with the project and identify ways to mitigate those potential risks?

EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR QUALITY CONTROL, SECURITY AND AUDIT PROCEDURES FOR THE PROJECT

RFP 962-93-20-050; Electronic Vehicle Licensing Services for Auto Dealers

TECHNICAL PROPOSAL EVALUATION WORKSHEET

Management Plan for the Project and Strategy for Scope of Work Requirements

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

Rating Scale (15 POINT Maximum)	
Point Value	Explanation
0-5	None. Not addressed or response of no value
6-10	Fair. Limited applicability
11-15	Good. Some applicability
16-20	Very Good. Substantial applicability
21-25	Excellent. Total applicability

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

[a] Does the offeror respond to the NDDOT MV's Location of Work instructions within the RFP Scope of Work, describe where the work will be performed and any proposed travel?

EVALUATOR'S NOTES

[b] Does the offeror provide a detailed breakdown of the offeror's expectations for NDDOT MV resources that will be needed for the project, including number of staff, qualifications, roles and responsibilities, and time requirements for the various phases of the project?

EVALUATOR'S NOTES

[c] Does the offeror provide a detailed breakdown of the offeror's equipment and materials necessary to accomplish the deliverables as described in the RFP?

EVALUATOR'S NOTES

[d] How well does the offeror provide narrative statements to demonstrate their understanding of the scope of work requirements, as described in section 3 of the RFP?

[e] Are there areas of the offeror's proposed scope of work strategy of concern or that require clarification or further information?

EVALUATOR'S NOTES

[f] Does the offeror's proposed timeline demonstrate the ability to meet the contract schedule and deliverables?

EVALUATOR'S NOTES

[g] Has the offeror described their project management to accomplish the work on time, and meet quantity and quality standards?

EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR MANAGEMENT PLAN FOR THE PROJECT _____

Understanding of the Project

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

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

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

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

EVALUATOR'S NOTES

[b] Has the firm demonstrated experience in successfully completing similar projects?

EVALUATOR'S NOTES

[c] Did the offeror provide financial information which will allow the NDDOT MV to determine the stability and financial strength of the organization?

EVALUATOR'S NOTES

[d] How well has the offeror followed the proposal preparation instructions? Does the proposal contain all the requested information?

EVALUATOR'S NOTES

EVALUATOR'S POINT TOTAL FOR UNDERSTANDING OF THE PROJECT

TECHNICAL PROPOSAL EVALUATION WORKSHEET

Request for Proposal Evaluation Summary

Name of RFP:		
RFP Number:		
Vendor Being Evaluated:		
Evaluator Name:		
Date:		
Technical Evaluation (Maximum 60 Points)	Maximum Points by Category	Score
1 Experience and Qualifications	15	
2. Quality Control, Security and Audit Procedures for the Project	20	
3. Management Plan for the Project and Strategy for Scope of Work Requirements	25	
4. Understanding of the Project	15	
Cost Evaluation (Maximum 25 Points) 1. Make adjustments for reciprocal preference, if necessary. See list of States Preference Laws: http://www.oregon.gov/DAS/SSD/SPO/reciprocal_detail.shtml 2. Calculated points awarded for price. <u>Price of Lowest Cost Proposal</u> Price of Proposal Being Rated X 25 points = Awarded Points		
5. Cost	25	
Total		

**Request for Proposal
Evaluation Totals**

Name of RFP:						
Name of Offeror:						
Date:						
Technical Evaluation Criteria	60 POINTS Maximum	Evaluator	Evaluator	Evaluator	Evaluator	Evaluator
1 Experience and Qualifications	15					
2. Quality Control, Security and Audit Procedures for the Project	20					
3. Management Plan for the Project and Strategy for Scope of Work Requirements	25					
4. Understanding of the Project	15					
Evaluator Totals						
Grand Total	Note: Sum of all individual scores.					
Technical Proposal Score	Note: Total of individual points divided by the number of evaluators (75 POINT MAXIMUM).					
Cost Proposal Score	Note: (25 POINT MAXIMUM)					
TOTAL						

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

Name of RFP:						
Date:						
Technical Evaluation Criteria	75 POINTS Maximum	Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5
1 Experience and Qualifications	15					
2. Quality Control, Security and Audit Procedures for the Project	20					
3. Management Plan for the Project and Strategy for Scope of Work Requirements	25					
4. Understanding of the Project	15					
Technical Proposal Score						
Cost Proposal Score						
Grand Total						

ATTACHMENT 3

**CONTRACT, APPENDIX A, APPENDIX E
NEXT SIX (6) PAGES**

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

REQUEST FOR PROPOSAL TITLE: Electronic Vehicle Licensing Services for Auto Dealers

REQUEST FOR PROPOSAL NO.: 962-93-20-050

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.

RFP 962-93-20-050; Electronic Vehicle Licensing Services for Auto Dealers

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. The Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
14. 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.

15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

16. This agreement becomes effective when all parties have signed and it shall terminate on March 30, 2022.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

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.)

TITLE

DATE

WITNESS:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 1043 (Div. 50)
L.D. Approved 2-17-05; 10-14

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

ATTACHMENT 4

**RISK MANAGEMENT APPENDIX
NEXT 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. The State of North Dakota shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 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.

RM Consulted 2007

Revised 11-19

ATTACHMENT 5

**ELECTRONIC VEHICLE LICENSING SERVICES PROVIDER BOND FORM
NEXT TWO (2) PAGES**

ELECTRONIC VEHICLE LICENSING SERVICES PROVIDER

North Dakota Department of Transportation, Motor Vehicle

MOTOR VEHICLE DIVISION
ND DEPT OF TRANSPORTATION
608 E BOULEVARD AVE
BISMARCK ND 58505-0780
Telephone (701) 328-2725
Website: <https://dot.nd.gov>

Bond Number

PRINICIPAL

Name			
Mailing Address	City	State	ZIP Code

SURETY

Name			
Mailing Address	City	State	ZIP Code

We, the above named PRINICIPAL and SURETY are bound to the State of North Dakota in the penal sum of \$ _____ thousand dollars (\$ _____), for the payment of which we bind ourselves, jointly and severally by this document.

The condition of this obligation is as follows: The Principal is the vendor for Electronic Vehicle Licensing Services engaged in the collection of public monies. The terms of the Electronic Vehicle Licensing Services Agreement between the Principal and the North Dakota Department of Transportation (NDDOT) specify the Principal is responsible for any loss of public monies as a result of embezzlement, theft, or misappropriation by the Principal or any person employed by the Principal.

The terms of the bond shall be continuous for the term of the Electronic Vehicle Licensing Services Agreement and shall indemnify NDDOT against any loss of public monies by the Principal doing business under the terms of an Electronic Vehicle Licensing Services Agreement; provided, however, the aggregate liability of the Surety, regardless of the number of years the bond remains in force, shall in no event exceed the amount set forth above.

This bond may be canceled by the Surety, as to future liability, by giving written notice by Certified Mail, addressed to the Principal at the address stated in this bond, and to the Department of Transportation, Motor Vehicle Division, Bismarck, North Dakota. Thirty (30) days after the mailing of said notice, this bond shall be null and void as to any liability thereafter arising. The Surety remains liable, however, subject to all the terms, conditions, and provisions of this bond for any and all acts covered by this bond up to the date of such cancellation.

Effective This Date
Principal
By (Sign before a Notary Public or Authorized Officer)
Title
Surety
By (Sign before a Notary Public or Authorized Officer)
Title

NOTICE: This bond must be executed for the Principal and Surety only by a person having apparent legal authority, such as owners, partners, or corporate officers unless power of attorney is attached. no other attachments other than power of attorney will be accepted.

Acknowledgement of Principal	
State of	
County of	
Signed and sworn to (or affirmed) before me on this day (month, day, year)	
Name of Notary Public or other Authorized Officer (Type or Print)	Affix Notary Stamp
Signature of Notary Public or other Authorized Officer	
Commission Expiration Date (if not listed on stamp)	

Acknowledgement of Surety	
State of	
County of	
Signed and sworn to (or affirmed) before me on this day (month, day, year)	
Name of Notary Public or other Authorized Officer (Type or Print)	Affix Notary Stamp
Signature of Notary Public or other Authorized Officer	
Commission Expiration Date (if not listed on stamp)	

ATTACHMENT 6

**SAMPLE CERTIFICATE OF INSURANCE
NEXT PAGE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Company 551 North 7th Street Nowhere, MN 56565	CONTACT NAME: _____
	PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____
INSURED Contractor Address City, ST Zip	INSURER(S) AFFORDING COVERAGE
	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	ABC 123	1/1/12	1/1/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	ABC 123	1/1/12	1/1/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER North Dakota Department of Transportation 608 East Boulevard Avenue Bismarck, ND 58505-0700	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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