



STATE OF NORTH DAKOTA

Unified Judicial Branch
600 East Boulevard Avenue
Bismarck, North Dakota

Request For Proposal (RFP)

Case Management System Replacement

RFP Number: 180-08-01

Date of Issue: April 8, 2008

The State of North Dakota, Unified Judicial Branch, is soliciting proposals for the implementation of a statewide Commercial-off-the-Shelf (COTS) Case Management System (CMS) to replace the existing custom developed CMS – Unified Court Information System (UCIS).

Procurement Officer: Sally Holewa

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SECTION ONE - INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

The State of North Dakota, Unified Judicial Branch, hereafter known as “State”, is soliciting proposals for the implementation of a statewide Commercial-off-the-Shelf (COTS) Case Management System (CMS) to replace the existing custom developed CMS – Unified Court Information System (UCIS).

1.02 Contact Person, Telephone, Fax, E-mail

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

PROCUREMENT OFFICER: Sally Holewa

PHONE: (701) 328-4216

FAX: (701) 328-1041

TTY Users call: 7-1-1

E-MAIL: sholewa@ndcourts.gov

1.03 RFP Schedule

This schedule of events represents the State’s best estimate of the schedule for this RFP. The approximate RFP schedule is as follows:

- RFP Issued **April 8, 2008**
- Questions or objections due by 5pm Central Time **April 21, 2008**
- Responses to questions/RFP amendments (if required) **May 2, 2008**
- Proposals due by 4pm Central Time **May 21, 2008**
- Initial vendor evaluation completed **June 6, 2008**
- Demonstration script provided to finalists **June 9, 2008**
- Finalists presentations and demonstrations **July 7 – July 25, 2008**
- Secondary vendor evaluation completed **August 1, 2008**
- Customer site visits (optional) completed **August 20, 2008**
- Final vendor evaluation completed **August 21, 2008**
- State issues Notice of Intent to Award a Contract **August 22, 2008**
- State issues contract **September 2, 2008**
- Contract start **October 1, 2008**

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Vendors must submit seven (7) copies of its proposal in a sealed envelope or package.

Vendors must submit two (2) electronic copies of their proposal on CD (submit two CDs).

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

State Court Administrator's Office
Attention: Sally Holewa
Request for Proposal (RFP): CMS Replacement
RFP Number: 180-08-01
600 East Boulevard Avenue
Department 180
Bismarck, North Dakota 58505-0530

The State must receive proposals at the location specified no later than 4:00 P.M., Central Time on May 21, 2008. The State will not publicly read the proposals at the opening.

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

Vendors assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. A vendor's failure to submit its proposal prior to the deadline will cause the State to reject the proposal. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 Assistance to Vendors with a Disability

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

1.06 Deadline for Receipt of Questions and Objections

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

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

If the procurement officer may answer the question by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone.

Other questions may be more complex and may require written responses directed to all vendors. The procurement officer will make this determination. The State considers oral communications unofficial and non-binding on the State. The vendor must confirm telephone conversations in writing.

1.07 Vendor Registration Requirements

BIDDERS LIST REGISTRATION REQUIREMENT WAIVED

Proposals will be accepted from vendors who are not currently approved vendors on the State's bidders list.

For information about vendor registration, visit the State Procurement Office Vendor Registry website at: <http://www.nd.gov/spo/> or call 701-328-2683 or SPOVendor@nd.gov.

ND SECRETARY OF STATE REGISTRATION

Since the scope of the work will require the contractor to perform work in North Dakota, the successful vendor will be required to register with the North Dakota Secretary of State (fees apply) within 60 calendar days from the date of the Notice of Intent to Award. For information about vendor registration, contact the North Dakota Secretary of State's office at 701-328-4284.

1.08 Notice Provided

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

This RFP, vendor questions, State answers, and any amendments to the RFP will be posted on the following websites: <http://www.ndcourts.gov/rfp> and <http://www.nd.gov/spo/vendor>

1.09 News Releases

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

SECTION TWO - BACKGROUND INFORMATION

2.01 Background Information

The North Dakota Court System is a unified judicial system, consisting of one supreme court, a single level of trial courts called "district court" and a single, limited jurisdiction court called "municipal court". There is one district court in every county, for a total of 53 locations. There are no satellite courts within the counties. There are 78 municipal courts, however only 10 municipal courts currently use the court's case management system.

The district courts are courts of general jurisdiction which process all case activity from filing to post-disposition modifications in all areas of law. These include civil, criminal, family, probate, small claims, traffic, juvenile cases, and appeals of administrative agency decisions.

Transfer of cases between the district courts and the supreme court is for appellate review only. Transfer of cases between the municipal courts and the district courts may be for removal or for review.

All juvenile dependency and neglect cases are initiated and processed through the district court. However, all Juvenile delinquency cases are initiated and tracked through a separate case management system (JCMS) maintained within the juvenile court division of the district court. Transfer of cases between the juvenile court division and the general trial division occurs when a youth is formally charged with a crime or when a case is transferred to adult court for prosecution.

North Dakota has a fully automated administrative traffic procedure, as well as electronic data transfers with several state and local government agencies and private, non-profit entities which are integrated into the current UCIS system which are integral to our ability to process cases.

UCIS is a system originally developed in Minnesota in the 1980's and was brought to Burleigh County in North Dakota in the early 1990's. From Burleigh County, the system has gradually evolved to become the single case management system used in all 53 of North Dakota's counties. With continual modifications, enhancements and maintenance provided to the system by the State Court Administrator's Office (SCAO), the UCIS of today is much different from the version brought to North Dakota some 18 years ago.

The Judicial Branch identified in the late 1990s the need to modernize the case management system to meet the needs of the Judiciary and its stakeholders. In 1997 the Judicial Branch completed its 1997-1999 Information Technology Plan specifying goals and expectations for court automation in the near and far term.

In 1999, Justice Served was contracted to provide a further analysis of the information technology systems deployed within the Judicial Branch. They recommended some short-term and long-term projects, not for the sake of technology, but closely tied to the organizational mission and strategy of the Judiciary. They suggested that UCIS, with several modifications, will likely support the needs of the court for the next few years. However, they recommended the court reassess the future of UCIS during the 2003-2005 biennium.

The National Center for State Courts (NCSC) was contracted in 2006 to provide an analysis of UCIS. A report was delivered in late 2006 recommending a UCIS rewrite or replacement was needed. The Court Technology Committee considered the options and recommended a replacement strategy provided the greatest return on investment for North Dakota.

2.02 Technical Overview

Although the project scope is focused on the replacement of UCIS, the information in this section provides a more complete view of the current technical environment for all systems supported by the Judicial Branch Information Technology Department (JBITD) as well as the Executive Branch Information Technology Department (ITD).

North Dakota Unified Judicial Branch Technical Environment

The technical environment consists of Windows based desktops, Citrix based thin clients and a variety of server platforms connected via an IP based network. Desktop support is provided through the SCAO by JBITD. Wide Area Network (WAN) service is provided by ITD.

Programming languages

- ASP.Net
- VB
- C#
- SQL
- HTML
- Crystal Reports
- RPG ILE (Integrated Language Environment)

Operating systems

- Windows 2000, 2003, XP, CE
- Microsoft IIS (Version 5 and 6) Web Server
- Windows 2000 and 2003 Server
- Citrix (five Citrix servers supporting 250 clerks' thin client devices)
- OS/400 V5R3

Databases

- IBM DB2 UDB (supporting UCIS)
- Microsoft SQL 2000 and 2005 (supporting the data warehouse.)
- Oracle 10g

Desktop Environment

The desktop environment includes HP thin client computers running Windows CE and Intel desktops running Windows XP.

Network Services

Network reliability is a challenge even though the State has implemented an ATM dual-Sonet network, with T1 connectivity to all courthouses, up to and including the router. If a courthouse has video-conferencing capability, there is a 2nd T1 line. Shared network bandwidth is a concern today, and is becoming a larger issue each year due to increased use of web-based technologies to perform daily functions. The shared network bandwidth is not segregated by any software or hardware making it difficult to predict the service level we will receive each day.

Server Platforms

UCIS is hosted on an IBM iSeries 810 managed and supported by the JBITD. UCIS is written in RPG. The 810 is configured with:

- 2466 processor (1020 CPW, maximum interactive)
- 8GB memory
- 175GB usable disk (50% utilized)

The data warehouse is hosted on a Windows 2000 server and is managed and supported by JBITD. The data warehouse is created and updated by automatic replication of relevant UCIS data in real time to a dedicated Windows 2003 server. The data warehouse is then used by a number of stakeholders, i.e., judges, media, and public, to search and retrieve information in read-only mode.

Several other servers exist to support network faxing, help desk software, IIS, security, data etc. All servers are Windows 2000 or Windows 2003.

Web Environment

SCAO has both an intranet and Internet server to support a variety of applications.

Directory Services

The SCAO completed implementation of an Active Directory structure in June 2006. The SCAO retains all control and administration of this Active Directory system. The environment includes two Active Directory servers physically located in the JBITD office that include domain controllers, global catalog servers, and LDAP servers using Microsoft Windows 2003 Server technology. NDCOURTS.GOV is a single domain, single forest, and a multiple OU structure. Each Judicial Administrative Unit has its own OU with a child OU for each judicial district.

Data Backup

Backup services are provided by JBITD. Some Windows servers still have their own tape drives. The servers that have their own tape drives are located in the courthouses in the WAN and are used only for digital audio recordings from the courtrooms. Backing-up data over the WAN can be challenging at times because of the unknown bandwidth during the night in these counties.

The iSeries (AS/400 located in the JBITD server room) has its own tape backup software and tape drive. It does nightly full system backups.

The Windows servers located in the JBITD server room are backed up by a central Windows server. This server backs up the various Windows servers over night to a virtual tape drive unit. The virtual tape is then off loaded to physical tape after all the backups have been completed.

Email Environment

The Judicial Branch supports their Microsoft Exchange 2003 email system on the NDCOURTS.GOV domain. JBITD has only one Exchange 2003 server supporting about 450 email boxes.

North Dakota ITD Technical Environment

North Dakota's technical environment consists of Windows based desktops and a variety of server platforms connected via an IP based network. Desktop support is provided by the individual State Agencies with ITD providing the state wide network and support for the majority of the server platforms. For information purposes, brief descriptions of all components are provided below. However, currently ITD only provides the Judicial Branch with Network Services as described below.

Desktop Environment

The *de facto* desktop standard is an Intel platform running some variety of Windows. Windows 2000 and Windows XP are the most common. Agencies are beginning to pilot Windows Vista

Professional with future plans to migrate as hardware and software compatibility matures.

Network Services

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

Directory Services

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

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

Hosting Services

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

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

Database Services

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

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

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

Web Environment

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

EDMS Environment

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

- FileNet P8 version 3.5
 - Content Manager
 - Business Process Manager
 - Forms Manager
 - Records Crawler
- Cardiff LiquidOffice and Teleform

Data Backup

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

Email Environment

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

- Microsoft Exchange 2003
- Lotus Domino 6.5
- POP3 server

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

2.03 Budget

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriation. The State may modify the contract, by agreement of both parties, or terminate the contract entirely in the event the State is unable to obtain funding and/or continue funding at sufficient levels.

The State has a limited project budget (less than one million dollars) for the remainder of the current biennium (through June 30, 2009). We will negotiate a Statement of Work with the selected vendor that will define activities and deliverables that will produce the highest valued benefit to the State. It is the State's intent to submit a budget request to the Legislative Assembly in September 2008 seeking funds sufficient to implement a CMS solution during the 2009-2011 biennium.

SECTION THREE - SCOPE OF WORK

3.01 Scope of Work

The solution, built with current industry technologies, will need to allow the State to leverage those technologies to deliver robust case flow, document management, case processing, financial processing, e-filing, reporting, user interface and integration capabilities to all stakeholders. The expectation is the COTS solution will allow the State to improve its current business practices resulting in significant efficiency gains. The State intends to use the implemented solution to support all district courts in North Dakota as well as the municipal courts currently using UCIS.

3.02 Solution Proposed

A. Introduction

The scope of the project includes analysis, design, testing, training, documentation, interface development, data conversion, configuration, customization, implementation services, post-implementation support, and project management. The goal is to successfully implement a CMS solution (including Document Management and E-Filing) that provides the functionality listed in *Attachment 4*.

The intent of the State is to implement e-filing and Document Management with the CMS. However, due to State resource constraints, we understand the rollout of e-filing and Document Management may have a different timeline than the core CMS.

We anticipate the project will conclude by June 30, 2011. However, due to limited funds for the remainder of the current biennium (through June 30, 2009), a short term (about 9 months) Statement of Work will be developed with the selected vendor that will define activities and deliverables that will produce the highest valued benefit to the State. Those activities could include "pilot" court installation (to test the network bandwidth and gain experience with the product), data cleansing, and/or interface analysis.

B. Functional Requirements

Three portfolio teams were formed to capture functional and technical requirements for a new system. The majority of daily court users at the clerk level are highly satisfied with the functionality of the current CMS, however there is both a need to upgrade the platform of the product and add currently missing functionality, and a desire to transform how data is captured, maintained, and transmitted. Therefore, *Attachment 4* is as much as a "Wish List" as it is a "Requirements List". However, we view a vast majority of the functions and features listed as being required. Vendors are encouraged to pay careful attention to the Required/Desired column in *Attachment 4* when responding to this RFP. We will use vendor responses to compare the solutions offered and to get a firm idea of what features are included in each base system and where modifications and customization will be required.

The solution proposed must move us leaps forward in technology and workflow and should provide the following general features in order to be readily accepted by users:

1. User friendly graphical screens and intuitive navigation.
2. Single Sign on using Windows Authentication (Active Directory).
3. Flexible, easily defined workflows, alerts, ticklers, and reminders.
4. Menu driven on-screen reports and paper reports.
5. Single point of entry for each information element that is captured.
6. Extensive data validation rules and error messages to maintain data quality.

7. Integration with the MS Office suite of applications (e.g., templates in Word, tickler reminders in Outlook, download a judge's calendar to an Outlook calendar).

In addition to responses to the above, vendors are required to complete *Attachment 4*.

C. Technical Requirements

Section 2 describes the State's existing technology infrastructure. Although it is desirable to leverage much of the current technology in use, e.g., Citrix and Windows Server, the State is continually investigating new technologies that will provide value to the State and its stakeholders. The State will consider any technology as long as it provides significant benefits and a positive return on investment.

Important areas to consider in your response:

- The State has a small, central IT staff (manager, four developers, one trainer, one help desk analyst, and three network administrators).
- The State is standardized on CITRIX to supply the desktop functionality of most users in the district courts.
- Fluctuating network bandwidth will be an issue with some courts.

Preference will be given to solutions that minimize impact to the State's IT department by meeting these guidelines:

1. Single system solution that supports all jurisdictions from one central code base and database.
2. Complete and concise documentation including a data dictionary both at installation and at time of future updates. Documentation must include both technical and user levels.
3. Majority of customizations will be accomplished with configuration of the base code rather than custom coding.
4. A "centrally administered" solution that can be installed and maintained by the State with or without on-site or on-line remote access vendor support.
5. Minimized physical requirements such as blade servers, power, cooling, etc.
6. Support for server, desktop, and storage virtualization where appropriate.
7. Ability to support separate environments for testing and/or training purposes.
8. Capability to interface with other technologies including: digital audio, digital video, electronic signatures, scanners, OCR engines, barcode printers and readers.

In addition to responses to the above, vendors are required to complete *Attachment 4*.

D. Value Added Features

Vendors may provide a description of any functionality, product, or services not requested but would add value to the State.

E. Hardware Configuration

The State intends to procure the hardware required to support the solution through existing relationships with hardware vendors. However, provide a comprehensive list of hardware and related software (e.g., operation system, data base) required to support the proposed solution. Hardware can be specified in generic terms without naming specific brands.

F. Software Licensing

Describe the options available to the State for licensing the required and optional software you are proposing. The options may include, but not limited to, named user, per server, per

processor, per location, per site, per business role, per software component, per page, concurrent user, or enterprise.

You should also list whether source code will be made available for the application or, if not available, the name of the software escrow service used, contact information, and the company's policy regarding software escrow updates. If source code is available for additional cost, that cost must be detailed in the cost proposal section of the response.

G. Vendor Software Strategy

Describe your overall system design approach and philosophy.

Discuss your approach to accepting and acting on customer recommendations for modifications to the package.

Describe your use of any open source code that you use within your code base.

Describe your use of any proprietary source code that you use within your code base.

H. Project Approach and Professional Services Requirements

Describe the approach to the project and the implementation/transition plan (rollout plan).

Describe any project assumptions or constraints.

Provide a proposed schedule including tasks, State and vendor resources, milestones, deliverables, and dates of completion.

The State believes the services below, at a minimum, will be required to deliver the CMS solution we have defined. Describe in detail the services you will provide to successfully implement the solution you are proposing including, but not limited to:

- Analysis
- Design
- Testing
- Documentation
- Configuration
- Customization
- Implementation services
- Post-implementation support

I. Project Management Requirements

The vendor project manager will be required to work closely with the State's project manager. Describe your Project Management methodology pertaining to all phases and activities in the delivery of the solution proposed as well as the delivery acceptance process.

Describe your experience and recommendations for managing scope, time, cost, quality, changes, resources, communications, risks and issues.

J. Training Requirements

Describe the approach to user and administrator training you recommend. Include the methods of training you offer and the type of training material and documentation you provide. Also include a discussion about the role the State will have in delivering training to

users.

Provide at least one sample of your training material.

K. Interface Development Requirements

The State has developed a number of interfaces with UCIS today including:

Entity/Technology	Incoming or Outgoing Data
North Dakota Department of Transportation Drivers License	Incoming, biweekly, Drivers License data for lookups Outgoing, dispositions, suspensions and reversals
North Dakota Bureau of Criminal Investigation (BCI)	Outgoing, text of protection orders Incoming, date of service via ITD-developed CJIS hub
North Dakota Highway Patrol	Incoming, nightly, citations and UCIS creates cases Outgoing, dispositions
North Dakota Health Department	Outgoing, divorce decree information
Council on Abused Women’s Services	Incoming, web-based petitions for protection orders
Local Law Enforcement Agencies	Incoming, ordinance violations
Municipal Courts	Incoming, case information, appeals Outgoing, dismissals
State’s Attorneys	Incoming, criminal case information Outgoing, disposition information
Digital Recording system (VIQ)	Outgoing, case information
Data Mirror (online case search)	Outgoing, case information
North Dakota Secretary of State’s Office	Outgoing, name changes
North Dakota Tax Commissioners Office	Outgoing, delinquent accounts
ITD	Incoming, credit card transactions Outgoing, credit card transactions

The State also supports other systems including export of case management data to a SQL Server data warehouse, a stand-alone Jury Management System, a stand-alone Supreme Court docketing system, Web servers, email, and several administrative systems. Only the data warehouse has a direct interface with UCIS.

Also, the State has a desire to share information with number of other entities and technologies including:

- Court Reporters
- Diversion Agencies
- ND Association of Counties
- Guardian Ad Litem Program
- Abstract Companies
- Community Service & Restitution Office
- Supreme Court
- Juvenile Court
- Public Schools

- Other States
- Federal Government
- ND Department of Human Services
- Child Support
- ND Game and Fish
- Public Defenders
- Parole & Probation
- Local and Regional Correctional Facilities
- ND Department of Corrections
- ND State Hospital
- ND Attorney General Office
- Tribal Courts
- State Treasurer
- ND State Archives
- Board of Law Examiners
- Desktop software
- IVR
- Document Management System
- Scanners and OCR engines
- Barcode printers and readers
- E-filing system

While it is the State's intention not to lose any of its current functionality, we are open to ideas of meeting that functionality in means other than what is currently in place today.

Describe your approach to either interfacing other systems to you application or incorporating the functionality provided by other systems within your application.

Describe the strategy and tools that you would employ to maintain the integration environment within the State.

The State understands that this specific area of cost would be only an estimate due to the limited amount of information available regarding the current environment.

L. Data Conversion Requirements

Please describe your strategy and approach for converting current UCIS data into the new CMS. Consider the following when providing your response.

- What is your approach regarding definition of data mapping rules?
- How does your approach address data extraction, transformation, staging, cleansing and validation?
- What tools, either internal or third party, do you use to facilitate the data conversion process?
- What strategies do you employ to conduct the final conversion process?
- What State resources do you anticipate will be required to execute your data conversion strategies?
- What are some of the critical success factors that you associate with successful data conversions?
- What experience, if any, have you had with transformation and migration of case management data from an iSeries database (DB2/400) environment?

The State understands that this specific area of cost would be only an estimate due to the limited amount of information available regarding the current environment.

3.03 Ongoing Support and Maintenance

A. Warranty

Describe your standard product warranty and any optional warranty you may offer. Make sure you include what is covered under warranty, what is not covered under warranty, and the duration of the warranty period.

B. Technical Support

Describe your technical support options including the assistance request process, escalation process, support hours, response times, staffing levels, staff expertise, and physical location of help desk.

Describe what documentation and support (e.g., user manuals, online help, interactive demos, web-based seminars, and online knowledge base) are available for the system, both from the technical perspective and the end user perspective.

C. Software Maintenance

Describe how system upgrades/fixes are provided, the process for applying them, and the general impact you expect these upgrades/fixes to have on customers (e.g., level of effort to apply upgrades, frequency), especially relating to system availability and previous customizations/configurations made to the software.

D. Customer Service, Sales Support

Describe the process of contacting you for customer inquiries, sales support, and ongoing upgrade planning.

Describe any user's group, web site, newsletters, conferences, or any other means you support for sharing information and soliciting product feedback.

SECTION FOUR - GENERAL CONTRACT INFORMATION

4.01 Contract Term

The State intends to enter into a contract with an effective date beginning October 1, 2008 and ending no later than June 30, 2011.

Extension Option

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

Renegotiation Option

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

4.02 Contract Type

This contract is a Firm Fixed Price contract.

4.03 Standard Contract Provisions

The successful vendor will be required to sign and submit a contract substantially similar to the contract attached to this RFP (*Attachment 2*). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the vendor's proposal. The State will not permit alteration of these provisions without prior written approval.

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

4.04 Proposal as a Part of the Contract

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

4.05 Additional Terms and Conditions

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

4.06 Supplemental Terms and Conditions

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

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

4.07 Contract Approval

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

4.08 Contract Changes - Unanticipated Amendments

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

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

4.09 Indemnification and Insurance Requirements

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

The vendor must submit objections to any of the provisions of the Indemnification and Insurance Requirements in writing to the attention of the procurement officer by the time and date set for receipt of questions. The State will not permit any alteration of these provisions without prior written approval from the purchasing agency in consultation with the North Dakota Risk Management Division.

Upon receipt of the Notice of Intent to Award, the successful vendor 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. A vendor's failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

4.10 Taxes and Taxpayer Identification

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

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

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with

private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.nd.gov/tax for more information.

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

4.11 F.O.B. Point and Freight

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

4.12 Proposed Payment Procedures

The State will make payments based on a negotiated payment schedule that is associated with progress toward mutually agreed deliverables and milestones.

4.13 Payment Terms

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

4.14 Right to Inspect Place of Business

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

4.15 Inspection & Modification - Reimbursement for Unacceptable Deliverables

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

Failure of the contractor to timely perform the contract, including any corrections or modifications directed by the State, may cause the State to terminate the contract, for default by the contractor. In this event, the State may require the contractor to reimburse, within 30 days of State's notice to terminate, all payments made to contractor for the deficient work. State shall return deliverables and services which are deficient, and further has the option of returning all deliverables and services which State previously accepted, but which are affiliated with the deficient deliverables and which, without the deficient deliverables, are rendered incapable of performance or impractical for the State to retain. Contractor shall also, within 30 days thereafter of the State's notice to terminate, reimburse the State for payments made for such

previously accepted but subsequently returned deliverables and services. This clause does not restrict the State's right to seek associated damages, for contractor's failure to timely perform its obligations, including corrections and modifications, under the contract.

4.16 Termination for Default

If the project manager designated by the State determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all or the remaining work.

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

SECTION FIVE - EVALUATION CRITERIA AND CONTRACTOR SELECTION

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

5.01 Solution Proposed

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

5.02 Ongoing Support and Maintenance

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

5.03 Experience, Qualifications, and Financial Strength

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

5.04 Contract Cost

Thirty Percent (30%) of the total possible evaluation points will be assigned to cost.

The State will not consider any prompt payment discounts terms proposed by the vendor in evaluating cost. The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost. The State will evaluate the point allocations for cost on the other proposals according to the method set forth in the Proposal Evaluation form (*Attachment 1*).

5.05 Presentations and Demonstrations

After the initial evaluation of proposals received, no more than five vendors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to provide an onsite presentation and demonstration of the proposed solution for the evaluation committee and other users.

The demonstrations will be based on scripted scenarios provided in advance by the State (see *Section 1.03 RFP Schedule*), and may include demonstration of unscripted events requested at the time of the demonstration. As part of the demonstrations, the vendors must also provide the ability for multiple users with different roles to access the proposed solution (locally or remotely) and conduct a hands-on navigation and testing of the system. Two days onsite will be allowed for each vendor. The State requires access to a test system (locally or remotely) for 30 days following the demonstrations to allow users to continue navigation and testing of the solution proposed. The State reserves the right to conduct a second round of onsite demonstrations.

The State will factor information presented during the presentations and demonstrations into the evaluation scoring. The presentations and demonstrations will be held in Bismarck, North Dakota during July (see *Section 1.03 RFP Schedule*). Vendors will be responsible for all costs associated with the providing the demonstration.

5.06 Onsite visits of Vendor's Facility or Customer's locations

After evaluation of all vendor presentations and demonstrations, the top one or two vendors may be required to allow the State to conduct onsite visits to the vendor's firm and/or vendor's customer where the vendor is performing a comparable service to evaluate the vendor's capacity to perform the contract. Individuals designated by the State will conduct the onsite visit(s) at the State's expense.

SECTION SIX - PROPOSAL FORMAT AND CONTENT

6.01 Proposal Format and Content

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

6.02 Introduction

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

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

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

6.03 Solution Proposed

Vendors must provide a comprehensive response to the Solution Proposed specified in *Section 3.02*. Responses must be in the same sequence as they appear in *Section 3.02*. Vendors must provide supporting narrative and documentation when required in response to the requirements of this section.

6.04 Product Support and Customer Service

Vendors must provide a comprehensive response to the ongoing support and maintenance requirements specified in *Section 3.03*. Responses must be in the same sequence as they appear in *Section 3.03*. Vendors must provide supporting narrative and documentation when required in response to the product support requirements.

6.05 Experience and Qualifications

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

- [a] title;
- [b] resume;
- [c] description of the type of work the individual will perform; and
- [d] the number of estimated hours for each individual named above.

If a vendor intends to use subcontractors, the vendor must provide the above information for each subcontracted resource.

Vendors must provide a minimum of three (3) reference names and phone numbers for similar projects the vendor's firm has completed. The State reserves the right to contact any references provided by the vendor. The State invites vendors to provide letters of reference from previous clients.

6.06 Financial Requirements

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

6.07 Cost Proposal

The vendor must state all costs associated with the contract in U.S. currency. The vendor must identify any commodities the vendor will import, and the price must include any applicable customs, brokerage agency fees, and duties.

The vendor must submit cost proposals with consideration to the State's standard terms and conditions included in the attached sample contract.

Vendors must complete cost proposal attached to this RFP (see *Attachment 3*) or prepare a cost proposal following the same format.

SECTION SEVEN - STANDARD PROPOSAL INFORMATION

7.01 Authorized Signature

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

7.02 State Not Responsible for Preparation Costs

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

7.03 Conflict of Interest

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

7.04 Vendor's Certification

By signature on the proposal, a vendor 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 vendor fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05 Offer Held Firm

Proposals must remain open and valid for at least 120 days from the deadline specified for submission of proposals. In the event the State does not award within 120 days, the State will send a written request to all vendors deemed susceptible for award asking vendors to hold their price firm for a longer specified period of time.

7.06 Amendments to Proposals and Withdrawals of Proposals

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

7.07 Alternate Proposals

Vendors may submit only one proposal for evaluation. Alternate proposals (proposals that offer something different than what the State requested) will be rejected.

7.08 Subcontractors

Vendors may use subcontractors to perform work under this contract.

The vendor may substitute one subcontractor for another only at the discretion and with prior written approval of the State's designated procurement officer or project manager.

7.09 Joint Ventures

The State will not allow joint ventures.

7.10 Disclosure of Proposal Contents and Compliance with Open Records Laws

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

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

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

7.11 Evaluation of Proposals

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

7.12 Right of Rejection

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

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

The procurement officer may waive minor informalities that:

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

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

7.13 Clarification of Offers

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

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

7.14 Discussions and Best and Final Offers

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

7.15 Preference Laws

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

For a listing of state preference laws, visit the following website:

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

7.16 Contract Negotiation

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

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

State Court Administrator's Office
600 East Boulevard Avenue
Bismarck, North Dakota

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

7.17 Failure to Negotiate

If the selected vendor:

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

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

7.18 Notice of Intent to Award

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

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

7.19 Protest and Appeal

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

If an interested party wishes to protest the content of this RFP, the procurement office must receive, in writing, the protest at least seven calendar days before the deadline for receipt of proposals.

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

If a vendor wishes to protest the award of a contract or proposed award of a contract, the procurement office must receive the protest, in writing, within seven calendar days after the date the State issues the Notice of Intent to Award.

SECTION EIGHT - ATTACHMENTS

8.01 Attachments

1. Proposal Evaluation Form
2. Contract Form
3. Cost Proposal
4. Requirements List