Marketing & Creative Services

Request for Proposal (RFP)

RFP Title: UND Website Redevelopment

RFP Number: 43-2017

Issued: October 4, 2016

Purpose of RFP: The University of North Dakota is requesting proposals from qualified Contractors to conduct a website redevelopment project.

Prepared by the University of North Dakota Procurement Services Department
# TABLE OF CONTENTS

SECTION ONE – INSTRUCTIONS ..................................................................................................................... 4

1.0 PURPOSE OF THE RFP ............................................................................................................................ 4

1.1 PROCUREMENT OFFICER CONTACT INFORMATION ..................................................................... 4

1.2 ASSISTANCE TO INDIVIDUALS WITH A DISABILITY ...................................................................... 4

1.3 SECRETARY OF STATE REGISTRATION REQUIREMENTS ............................................................. 4

1.4 NOTICE PROVIDED ................................................................................................................................. 4

1.5 RFP SCHEDULE ..................................................................................................................................... 5

1.6 QUESTIONS AND REQUESTS FOR CLARIFICATION ......................................................................... 5

1.7 OFFER HELD FIRM .................................................................................................................................. 5

1.8 OFFEROR RESPONSIBLE FOR COSTS ................................................................................................. 5

1.9 PROPOSAL SUBMISSION DEADLINE .................................................................................................... 5

1.10 AMENDMENT AND WITHDRAWAL OF PROPOSALS ....................................................................... 5

1.11 PROPOSAL OPENING – LATE PROPOSALS REJECTED .................................................................... 6

1.12 NEWS RELEASES .................................................................................................................................... 6

1.13 CONFLICT OF INTEREST ..................................................................................................................... 6

1.14 ATTEMPT TO INFLUENCE PROHIBITED .......................................................................................... 6

1.15 COLLUSION PROHIBITED .................................................................................................................... 6

SECTION TWO – BACKGROUND ..................................................................................................................... 7

2.0 BACKGROUND INFORMATION .............................................................................................................. 7

2.1 BUDGET .................................................................................................................................................... 8

SECTION THREE – SCOPE OF WORK ............................................................................................................ 9

3.0 SCOPE OF WORK ..................................................................................................................................... 9

3.1 APPLICABLE DIRECTIVES .................................................................................................................... 9

3.2 INFORMATION TECHNOLOGY SOLUTION .......................................................................................... 9

3.3 PRODUCT SUPPORT AND CUSTOMER SERVICE REQUIREMENTS .................................................. 14

3.4 OFFERER EXPERIENCE AND QUALIFICATIONS MANDATORY REQUIREMENTS .......................... 14

SECTION FOUR – PROPOSAL .......................................................................................................................... 15

4.0 PROPOSAL PREPARATION AND SUBMISSION .................................................................................. 15

4.1 FORMAT & PROPOSAL SUBMISSION INSTRUCTIONS ................................................................. 15

4.2 TECHNICAL PROPOSAL ....................................................................................................................... 16

4.3 COST PROPOSAL ..................................................................................................................................... 19

4.4 SIMILAR WORK ...................................................................................................................................... 19

SECTION FIVE – PROPOSAL EVALUATION .................................................................................................... 20

5.1 AWARD ..................................................................................................................................................... 20

UND 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.EVALUATION CRITERIA ...................................................................................................................... 20

5.2 PROPOSAL EVALUATION ....................................................................................................................... 20

5.3 COST PROPOSAL EVALUATIONS – RECIPROCAL PREFERENCE .................................................... 20

5.4 CLARIFICATIONS OF OFFERORS – DISCUSSIONS ........................................................................... 21

5.5 RIGHT OF REJECTION ............................................................................................................................. 21

5.6 PRESENTATIONS OR DEMONSTRATION .............................................................................................. 21

5.7 BEST AND FINAL OFFERS ...................................................................................................................... 21
6.1 NORTH DAKOTA CONTRACTUAL REQUIREMENTS – BACKGROUND .................................................................................. 23
6.2 CONTRACT TERMS AND CONDITIONS – OFFEROR’S PROPOSED CHANGES .................................................................................. 23
6.3 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES .................................................................................. 23

BECAUSE UND 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, UND WILL NOT AGREE TO CLAUSES WHICH MAY OBLIGATE IT TO PAY FOR CLAIMS THAT MIGHT EXCEED ITS CURRENT FUNDING APPROPRIATION .................................................................................. 25
6.4 SCOPE OF WORK ......................................................................................................................................................... 25
6.5 CONTRACT TERM .......................................................................................................................................................... 25
6.6 COMPENSATION ........................................................................................................................................................... 25
6.7 TAXES ............................................................................................................................................................................ 25

ATTACHMENTS
1. Cost Proposal
2. Proposal Evaluation Process
3. Contract
SECTION ONE – INSTRUCTIONS

1.0 PURPOSE OF THE RFP

The University of North Dakota (UND) is requesting proposals from qualified Contractors to conduct a website redevelopment project using its existing content management system, OmniUpdate. The University is seeking a comprehensive solution to help reinvigorate its Web presence to support the creation of a student-centric website that is marketable and user friendly, while integrating social features, sharable content and abundant imagery.

1.1. 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.

PROCUREMENT OFFICER: Jana Thompson
E-MAIL: jana.k.thompson@und.edu
PHONE: 701-777-2126
TTY Users call: 7-1-1
FAX: 701-777-3948

1.2. 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.

1.3. SECRETARY OF STATE REGISTRATION REQUIREMENTS

Contractors conducting business with University of North Dakota must be registered with the North Dakota Secretary of State. Information on registering can be found at http://www.nd.gov/sos/businessserv/registrations/index.html. Offerors must comply with the following registration requirements:

Proposals will be accepted from unregistered offerors. The successful offeror is required to complete the registration process within 60 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.

If you have any questions regarding the registration process, contact the Secretary of State’s Office for assistance at 701-328-4284 or e-mail sosbir@nd.gov.

1.4. NOTICE PROVIDED

This RFP and any related amendment and notices will be posted on the North Dakota State Procurement Office Online Services website. Offerors are responsible for checking this website to obtain all information and documents related to this RFP: https://apps.nd.gov/csd/spo/services/bidder/main.htm

Offerors 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, fax number, and e-mail address.
1.5. RFP SCHEDULE

<table>
<thead>
<tr>
<th>EVENT</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>October 4, 2016</td>
</tr>
<tr>
<td>Deadline for Submission of Questions and Requests for Clarification by</td>
<td>2:00 PM CST, October 14, 2016</td>
</tr>
<tr>
<td>Solicitation Amendment with Responses to Questions and Requests for Clarification issued approximately (if required)</td>
<td>October 19, 2016</td>
</tr>
<tr>
<td>Deadline for Receipt of Proposals by</td>
<td>2:00 PM CST, November 1, 2016</td>
</tr>
<tr>
<td>On-site Presentations</td>
<td>November 29, 2016</td>
</tr>
<tr>
<td>Notice of Intent to Award issued approximately</td>
<td>December 6, 2016</td>
</tr>
<tr>
<td>Contract executed approximately</td>
<td>December 12, 2016</td>
</tr>
<tr>
<td>Contract start approximately</td>
<td>December 15, 2016</td>
</tr>
</tbody>
</table>

1.6. QUESTIONS AND REQUESTS FOR CLARIFICATION

Offerors should carefully review the RFP including all attachments. Questions or requests for clarification must be submitted to the procurement officer in writing by the deadline identified in the RFP schedule. Include a reference to the applicable RFP section or subsection. E-mail is the preferred method of submission.

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

1.7. OFFER HELD FIRM

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

1.8. OFFEROR RESPONSIBLE FOR COSTS

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

1.9. PROPOSAL SUBMISSION DEADLINE

An offeror is responsible for ensuring that its proposal is physically received by UND prior to the deadline for receipt of proposals identified in the RFP schedule. A solicitation amendment will be issued if this deadline is changed.

Offerors assume the risk of the method of dispatch chosen. UND assumes no responsibility for delays caused by any delivery service. Postmarking by the deadline shall not substitute for actual proposal receipt by UND. A proposal submitted orally, by email, by fax, or by other electronic means will be rejected. Proposals may be faxed or electronically transmitted to a third party who must put in a properly addressed envelope or package and deliver it to UND prior to the deadline.

Proposals will be secured and held unopened until the deadline for receipt of proposals. As proposals are received, the outer envelope will be annotated with the date and time of receipt. An offeror may contact the procurement officer to inquire whether its proposal has been received.

1.10. 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 UND’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 UND may permit withdrawal.
1.11. PROPOSAL OPENING – LATE PROPOSALS REJECTED
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. Proposals delivered late will be rejected.

1.12. NEWS RELEASES
Offerors shall not make any news releases related to this RFP without prior approval of UND.

1.13. CONFLICT OF INTEREST
Under procurement rules, a North Dakota University System employee or official shall not participate directly or indirectly in a procurement when the NDUS employee or officials knows of a conflict of interest. Potential conflicts of interest include NDUS 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 SBHE Policy 611.4

1.14. ATTEMPT TO INFLUENCE PROHIBITED
Offerors must not give or offer to give anything to a UND employee or official that might influence, or appear to influence procurement decisions.

1.15. COLLUSION PROHIBITED
Offerors must prepare proposals independently, without collusion.
SECTION TWO – BACKGROUND

2.1 BACKGROUND INFORMATION

UND is the state’s flagship research university, with nearly 15,000 students, 225+ fields of study, and accredited professional schools of law and medicine. In addition to its extensive undergraduate programs, UND offers 40 online degree programs and 84 graduate programs.

On July 1, 2016, Mark Kennedy became UND’s President. Under his new visionary leadership, UND will enhance its marketing and communication efforts. Reinvigorating the website is a top priority.

Content Management System

OmniUpdate (OU) provides the content management system for most UND websites. Since the launch of the OU-based website in 2011, work has focused on migrating content to OU and training UND’s 500+ content developers who create, publish and manage their own content with little oversight. This has resulted in 30,000+ OU pages, many of which are plagued by outdated, poorly constructed and duplicate content.

No major website revisions have occurred since 2011, but some enhancements have included a custom calendar embed, online form processing and emailing, reusable code snippets, database-driven faculty directory, and custom OU templates for select landing pages.

Note: This project does not include any UND websites that will remain outside of OU.

Governance

Efforts to establish Web governance have failed in the past; therefore, the UND website is not governed by a Web policy. Developing a Web Governance Policy is a mandate of the newly formed UND Marketing Council, whose work is expected to occur concurrently with the proposed project.

A project team will be formed, under the direction of the Provost, to make final decisions regarding the proposed effort.

Templates

UND OU pages generally fall into one of three categories:

1. **Academic templates** are typically used by colleges, schools, departments or units whose mission is predominantly teaching or research. These templates have horizontal global navigation (orange bar), a unique logo in the header, and custom home page templates.

2. **Nonacademic templates** are reserved for units that provide the leadership and/or services that keep the University operating and on mission. These templates do not have horizontal global navigation and use the primary UND logo in the header.

3. **Organization templates** are used by student organizations, individual faculty sites, university affiliates, and events. These templates offer some flexibility in layout, color schemes and font choices.

It is expected the abovementioned template structure will change as a result of this project.

Integrations

The UND OU site has system integrations that may be impacted by this project. It is expected the Contractor will assume responsibility to:

- Troubleshoot technical issues that could arise.
- Provide integration owners with specifications to replicate the new template and navigation structure.
• Create new templates for OmniUpdate with the flexibility to accept a variety of future integrations.

Integrations present on the site that must be taken into consideration for the proposed effort include, but are not limited to:

• Bomgar Chat Software
• Custom Embedded Apps: Job Openings Database, TINT, A-Z Index, Directories
• Emergency Notifications
• Faculty Finder
• Google Search Appliance
• Social Media Embeds

TARGET AUDIENCE

UND does not currently leverage an Intranet-based environment. To prepare for an eventual transition, it is anticipated that the website will be split into two separate navigation structures with different target audiences for each site.

1. A marketing site will serve primarily prospective students and their parents. It will also have a strong focus on serving current students. Secondary audiences for this site include:
   a. Research Community
   b. Government Constituents (state legislature, city government, etc.)
   c. Business and Industry (entities who employ graduates, and those seeking University partnerships)
   d. Donors
   e. Athletic Fans

2. A publicly accessible internal site in OU that serves faculty and staff.

GOALS

The project has several goals, stated in order of importance:

1. Shift to a responsive design framework using the existing content management system, OmniUpdate.
2. Provide a visitor-centric, rather than organization-driven, information architecture and navigation.
3. Redevelop the site into a marketing hub to attract the right students to UND with relevant content, calls to action and a fresh design.
4. Convert the UND calendar from an outdated custom application into an off-the-shelf, enterprise-graded calendaring software providing synchronization with industry-standard calendars including Outlook, iCal, and Google Calendar.
5. Ensure the site complies with required federal and state accessibility standards.

2.1. BUDGET

UND has not established a budget for this contract.
SECTION THREE – SCOPE OF WORK

3.0 SCOPE OF WORK
The intent of this project is to redesign UND’s OmniUpdate system into a responsive, marketable and user friendly site.

3.1. APPLICABLE DIRECTIVES
This information technology project is subject to the following directives:
- SBHE Policy 1901.3 related to Information Technology Project Management
- NDUS Procedure 1901.3 related to Information Technology Approval Process

3.2. INFORMATION TECHNOLOGY SOLUTION

A. Requirements
The proposal should include specific tasks and milestones required for successful implementation of each phase listed below. Additional tasks that exceed the list of minimum deliverables may be included in an addendum to the financial proposal.

A design and approval process will be articulated by the Contractor and approved by the UND Project Team. The selected Contractor can expect to work collaboratively with the UND Project Team throughout the duration of the project, although the Contractor will be expected to perform all proposed tasks. Please describe the proposed methodology for this effort.

Analysis
Please describe the process the vendor will use to analyze the work that will need to be performed. Key areas that need to be included are:
- How the Contractor will utilize the full access of our Google Analytics on OU websites in order to evaluate effectiveness and optimize functionality of analytics as leveraged throughout the institution. This should include reviewing current Google Analytics configuration and reports, and making suggestions for collecting or analyzing data.
- Usability for prospective students is a top concern. Please describe the testing tools and methodology, proposed by the Contractor. Any third party tools will need to be included in the cost proposal. Key areas should include user task analysis, readability, site navigability, accessibility, and user experience.
- A competitive analysis will be performed by the Contractor. Specifically, UND is looking for ways to differentiate its online presence from North Dakota State University and University of Minnesota – Twin Cities. Please describe the methodology the Contractor will use and the anticipated output.
- Please describe how the Contractor will conduct in-person on-campus stakeholder interviews or focus groups with select administration, faculty, staff, and current students in order to gather additional stakeholder information.

Based on findings from this phase and the Contractor’s knowledge of best practices, the Contractor must deliver a strategy report that drives subsequent project phases. Please describe what this report will look like and other information it will contain.

Information Architecture
The objective of this phase is to provide a more visitor-centric, rather than organization driven, information architecture and navigation. Using knowledge gleaned from Phase I, Phase II will be
accomplished by performing a comprehensive site audit and making suggestions to rename, reorganize, and add/remove pages. Additionally, the site must be divided into external and internal content, with specific attention to content for faculty and staff separated from marketing content.

Deliverables from this phase include an audit report and a sitemap that clearly defines global navigation and subpage navigation.

**Template Design and Testing**

The Contractor must provide a minimum of three unique responsive design concepts with each consisting of a home page and inner page layouts. Schematics/wireframes along with creative artwork and copy are to be included with each concept. The designs must strictly adhere to the UND Identity Guidelines (UND.edu/identity). The templates must fulfill best practices for usability and accessibility and comply with federal and state accessibility standards. Ease of use for the end user (content developer) must also be considered. The Offeror must provide proof of meeting these guidelines. Please describe how you intend approaching meeting these standards.

The concepts will be reviewed by the project team and one concept will be selected to develop the new templates. Responsive template development should include:

- Design basics such as multiple layouts, a pattern library, web-friendly fonts, page printing options, icons, graphics, etc.
- HTML and CSS that retains mark-up references in order to limit the amount of content that needs to change in OU.
- XSL that uses potions of the current XSL to transform raw content in OU pages into usable website pages.
- Programming (ColdFusion and PHP) to pull together different parts of the pages such as headers, footers, and more complex pages or content.
- OU templates (TCF and TMPL files) with flexible layout options.
- Open graph compatible meta data.
- Search engine optimization.

The Contractor will work with the UND Project Team to test (e.g., code validation and fix bugs) templates.

**Content Creation and Migration**

Much of the site content will remain the same; however, there will be changes in the following areas:

- **Key Marketing Pages** – The Contractor is to create up to 30 marketing-focused pages, including the UND home page and primary landing pages. New pages must include documentation of SEO initiatives implemented, including projected Google search rankings amongst top site keywords.
- **Content (Copy/Graphics/Videos)** – The Project Team will use its photography database to update photography; however, new body copy, graphics and video elements are expected from the Contractor for key marketing pages.
- **Calls-to-Action** – Generating action (e.g., getting prospective students into the admissions funnel, having current students share pages via social media) will require changes to copy and page functionality.
- **New Calendar** – UND’s calendar system is custom and no longer meeting needs. A new off-the-shelf calendar system including full synchronization capacity with Outlook and industry-standard calendaring such as CalDAV, Google Calendar etc. must be selected by the Contractor and integrated throughout the site.
A formal protocol will be established by the project team to audit existing content in OU and prepare it for migration into the new templates. The Contractor will serve as a consultant during this process. The Contractor will provide UND with a training guide to be used by content developers prior to and following the site launch.

Please describe how the Contractor will support UND with this process including the possibility of collaborating with OmniUpdate directly to assist with the migration of content to the new templates using the OU Campus Migration Tool.

**Post-Launch Usability Testing and Support**

The Contractor is expected to test the effectiveness of the site post launch by repeating the usability testing conducted in Analysis to confirm the success of the design. Please describe the process the Contractor will use to re-test usability.

The Contractor will provide 160 hours of post-launch support to the UND Project Team. Please describe the support services the Contractor will provide.

**OPTIONAL ADD-ON TASKS**

The following items are options that UND would like the Contractor to describe and price as optional additional services to be provided. These costs will not be included in the price evaluation but may be considered during contract negotiations.

**Task 1: Recommendations Report**

The UND website has been in a state of underperformance for several years, resulting in the need to rethink many of its most fundamental aspects. The Contactor should use the information gleaned from this project in conjunction with industry knowledge of best practices to prepare a formal recommendation report. Items that could be addressed in the report include, but are not limited to:

- Content maintenance/management
- Email or other digital marketing
- Intranet options
- Sharable content
- Social media
- Web governance
- Web staffing

Offerors should describe how they would accomplish this task.

**Task 2: Central Academic Program Website**

Currently, online content for UND’s 225+ academic programs is managed differently by individual departments, the Office of the Registrar, and separate recruitment offices (undergraduate, graduate, online, medical and law schools). The goal of this task is create a streamlined and convenient single location where prospective students can review all academic programs and take next steps.

Step 1: The Contractor will evaluate and recommend one of the following approaches. Note: Custom applications will not be considered.

1. Use UND’s existing CourseLeaf instance by changing the look, content and feel of the catalog. Example: guide.berkeley.edu.
2. Pull content out of CourseLeaf and embed it wherever applicable (e.g. department sites, academic degree programs pages) in OU templates.
3. Use an off-the-shelf software that integrates with OU.

UND must make a decision regarding the approach before subsequent tasks start.

Step 2: The Contractor will create one custom template to be used by each program. The program pages must be searchable by keyword, area of interest, college/department, degree level, and other options (e.g., online, concurrent, joint). A custom home page is also requested.

Step 3: Create new content for 225+ programs which includes:

- Writing body copy tailored to the student’s decision making process.
- Producing one unique 30 second promotional video for each program that highlights its unique value proposition.
- Generating new images/interactive elements to add visual appeal to pages.
- Developing a new inquiry form.

UND will assume responsibility for vetting the content.

Step 4: The Contractor will migrate all content and perform testing. Contractor to provide 80 hours of post-launch support.

The Contractor should provide the methodology and processes they would use to accomplish this.

**Task 3: Campus Map**

The goal of this task is to replace the virtual tour (powered by You Visit) and various printed campus maps with a new off-the-shelf campus map.

Step 1: The Contractor will evaluate and recommend a software that is capable of producing interactive and printed maps.

- Printed maps must have flexible layers that allow maps to be produced for various print pieces and saved as PDF files.
- Interactive maps must be multiplatform capable with flexible features such as information boxes, GPS and directional tools, social media integration, and analytics.
- 3D and 2D options are preferred.

Note: Custom applications will not be considered.

UND must make a decision regarding the approach before subsequent tasks start.

Step 2: The Contractor will use an updated base map provided by UND to create a new master campus map. The Contractor will be responsible for all map content.

Step 3: The Contractor will provide 40 hours of post-launch support.

The Offeror should describe the process they will used to accomplish this task and any experience utilizing mapping tools for project similar to this one.

**B. Location of Work – Travel**

Contractor will be required to travel as follows:

- Travel to UND for Analysis
- Travel to UND for Go-Live
C. UND Furnished Property and Services

UND will provide work space while at the University, internet access, and scheduled meetings with stakeholders.

UND will provide a primary project manager.

Risk Management Requirements

Please reference the insurance requirements in the Contract - Attachment 3.

Contractor will take appropriate measures to ensure the safety of its employees, UND employees, the public, and property. Contractor must identify any additional risks associated with the project.

D. Project Management Requirements

UND and Contractor will be required to comply with the NDUS’s requirements related to Project Management of Large Information Technology Requirements. The project shall follow the Project Management Institute’s (PMI) Project Management Body of Knowledge (PMBOK)

The Contract - Attachment 3 includes provisions related to Project Management.

The UND project manager will prepare a Project Plan using the UND methodology and applicable template: http://cts.ndus.edu/sits-departments/office-of-the-cio/project-management-oversight/. The Contractor will need to provide information necessary to prepare the Project Plan.

UND’s project manager will direct and manage the project on a day-to-day basis and will have the primary responsibility for management of the project. The Contractor’s project manager and lead consultants will report to UND’s project manager within the project’s governance structure.

During the planning phase, Contractor shall be responsible for the project management related tasks/information specified below.

Contractor Primary Responsibilities:

a. Provide a Quality Management Plan to include the methodology for maintaining quality of the code and workmanship, and related subcontractor(s) activities where appropriate.
b. Provide a Test Management Plan which describes how the Contractor and UND shall verify the product meets the requirements.

Contractor Secondary Responsibilities:

1. Assist in the development of detailed schedule with fixed deadlines to include:
   a. A work breakdown structure;
   b. Schedule including tasks, activities, activity duration, sequencing and dependencies;
   c. Completion date of each task;
   d. Milestones; including entrance and exit criteria for specific milestones;
2. Assist in the development of the Human Resources Plan to include:
   a. Staff assigned and their location and schedule;
   b. The project resources required;
   c. Resource allocation percentage by role
   d. Contractor’s resources
   e. UND resources.
3. Assist in the development of a Communication Plan including: a plan for generation, documentation, storage, transmission and disposal of project information.
4. Assist in and review of the Risk Management Plan to ensure that risks are identified, planned for, analyzed, communicated and acted upon effectively.
5. Assist in the development of the Training Plan.
7. Assist in the development of the Transition Plan. This plan shall describe the steps necessary to turn the final deliverables over to the UND. The plan shall contain sufficient information to assure that all necessary steps are identified and that each step has sufficient resources assigned.

8. Assist in the development of the Project Closeout Report to include participation in the lessons learned exercise.

E. Contract Schedule and Deliverables

CONTRACTOR shall develop a schedule for accomplishing the Scope of Work, including these specific deliverables.

UND and CONTRACTOR will agree upon acceptance criteria for deliverables.

2. Planning
3. Research
4. Information Architecture
5. Design & Testing
6. Content Conversion
   a. Content Creation
   b. Content Conversion plan
   c. Conversion of content
7. Testing
8. Training
   a. Training plan
   b. End user training
   c. End User manuals
   d. Application administration training
   e. System and application administrator manuals
9. Implementation: Estimated: March 1, 2018
10. Closing
11. Post Implementation Report

3.3. PRODUCT SUPPORT AND CUSTOMER SERVICE REQUIREMENTS

A. Warranty

Contractor must provide a minimum 30-day warranty for the proposed solution. The Contract – Attachment 3 includes provisions related to warranties. UND will consider options for additional warranty coverage.

3.4. OFFEROR EXPERIENCE AND QUALIFICATIONS MANDATORY REQUIREMENTS

Offerors must meet the following experience and qualifications mandatory requirements:

1. Offeror must have performed similar work for a comparably sized institution of higher education and industry experience within the previous two years.
2. Offeror must have at least three years’ professional experience conducting similar projects in OmniUpdate.
3. Must be able to complete all work without employing subcontractors (with the exception of third-party research and content migration).
SECTION FOUR – PROPOSAL

4.0 PROPOSAL PREPARATION AND SUBMISSION

UND 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. Proposals not submitted in this format may be considered unresponsive. If an offeror submits more than one proposal, each proposal must be prepared in accordance with these instructions.

Proposals become property of UND.

4.1. FORMAT & PROPOSAL SUBMISSION INSTRUCTIONS

Format: Each proposal will include a technical proposal and a cost proposal prepared 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 – Information Technology Solution
Section 4 – Product Support and Customer Service
Section 5 – Experience and Qualifications
Section 6 – Sample Portfolio Website Links
Section 7 – Contract Provisions
Section 8 – Open Records and Confidentiality

Cost Proposal – Submit in a separate sealed envelope.

Submission Instructions: Offerors shall clearly address all envelopes or packages as follows:

University of North Dakota
Procurement & Payment Services
Attention: Jana Thompson
RFP: UND Website Redevelopment
RFP Number: 43-2017
264 Centennial Dr., Stop 8381
Grand Forks, ND 58202

Offeror shall submit two (2) paper copies of its Technical Proposal.

Offeror shall submit one paper copy of its Cost Proposal in a sealed envelope, clearly labeled “Cost Proposal.”

Offeror shall submit an electronic copy of its proposal on a USB Flash Drive or CD. The electronic copy should be in a PDF format with the Technical Proposal and Cost Proposal saved as separate files.
4.2. TECHNICAL PROPOSAL

Section 1 – Cover Letter.
Proposals shall include a cover letter signed by an individual with authority to bind the offer 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. A statement that the Offeror has read and agrees to comply with the requirements stated in this Request for Proposal.
3. A statement that the Offeror’s proposal accurately describes the information technology solution and services being offered to UND.
4. A statement indicating whether or not the firm or its employees have an apparent or actual conflict of interest, such as immediate family members employed by the North Dakota University System, or NDUS employees with a financial interest in the firm.

Section 2 – RFP Amendments.
Provide signed copies of all Solicitation Amendments issued by UND that were required to be acknowledged by offerors.

Section 3 – Information Technology Solution
Offerors must provide a point-by-point response to explain how the proposed solution will meet all the requirements and achieve the stated objectives described in RFP Section 3, Scope of Work, subsection 3.2 Information Technology Solution. Provide all requested information and documents.

A. Requirements

Requirements: Clearly describe how the proposed solution meets all requirements. Provide any additional information to fully explain the solution being proposed. Proposals must follow the same numbering used in the RFP, Section 3.2, A Requirements.

Value-Added Features

The proposed solution may include value-added features. Value-added features include any functionality, products, services, optional modules, or upgrades that are not part of the IT requirements in this RFP. Describe any additional functionality, products, optional modules, upgrades or services that you offer and are not a part of the RFP requirements that you believe would add value to your proposed work on this project.

1. Offeror shall list the cost of value-added features separately in the cost proposal.
2. UND shall not consider these costs as part of cost evaluation scoring.
3. UND reserves the right to include value-added features from the proposals during contract negotiations.

B. Enterprise Architectural Requirements

A.1.1 Compatibility with Existing Technology. Describe how the proposed solution including products and services is compliant with the UND’s technology standards.

C. Location of Work – Travel

Describe any workspace requirements or travel included in your proposal.

Identify any travel requirements other than those indicated in Section 3.2B.

Please include the number of people traveling as well as duration of stay for travel indicated in Section 3.2B as well as any additional travel.
D. UND Furnished Property and Services

Provide a detailed breakdown of Offeror’s expectations for UND resources that will be needed for the project, including number of staff, qualifications, roles and responsibilities and the percentage of time for each resource for the various phases of the project.

E. Risk Management and Safety Requirements

Describe any risks you feel could impact a timely and fully successful completion of the project. Describe what measures will be taken to avoid or minimize these risks. Identify any additional measures the UND can take to mitigate these risks.

F. Project Management Requirements

The offeror must:

1. Describe your strategy for accomplishing the Project Management Requirements described in section 3.2.E. of the Scope of Work.
2. Provide examples of project management methodologies, tools, and templates used in previous projects that support Offeror’s ability to function successfully within UND’s project management framework.
   a. Project management methodologies
   b. Quality management plan
   c. Testing management plan
   d. Work breakdown structure and schedule.

G. Contract Schedule and Deliverables

Offerors must submit a draft schedule that addresses the deliverables and milestones specifically described in the Scope of Work. The proposed schedule may incorporate other deliverables, work products, milestones, or work breakdown that the offeror feels are significant in the project.

The draft work schedule will cover both Offeror and UND tasks and responsibilities. Describe any expectations from UND related to each deliverable or milestone.

The schedule must contain a timeline in the number of days or weeks with start and stop dates for analysis, build, testing, and implementation.

Upon award, the successful Offeror’s proposed project schedule will be reviewed and refined during the planning phase.

Section 4 – Product Support and Customer Service Requirements

Offerors must provide a point-by-point response to RFP Section 3, Scope of Work, Section 3.3, Product Support and Customer Service Requirements. Provide all requested information. Clearly describe how the proposed solution meets all requirements. Provide any additional information to fully explain the solution being proposed. Proposals must follow the same numbering used in the RFP. For example:

A. Warranty

Describe all warranties included for the proposed solution. All costs associated with the warranties must be clearly outlined in the cost proposal.
Section 5 – Experience and Qualifications

An Offeror must provide information to demonstrate meeting the Offeror Experience and Qualifications Mandatory Requirement in RFP Section 3, Scope of Work, Subsection 3.4 Offeror Experience and Qualifications Mandatory Requirements.

A. Prior Experience

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.

B. 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.
5. Joint Venture. If submitting a proposal as a joint venture, offeror must submit a copy of the joint venture agreement that identifies the parties involved and its rights and responsibilities regarding performance and payment.
6. Provide a partial list of your company’s customers and the type of services provided. Describe your company’s process in conducting similar projects.
7. Define what distinguishes your company and services from your competition.
8. Provide an online portfolio.

C. References

Provide three references for similar projects the offeror has completed. Offerors must include the name of a contact person, address, e-mail, and telephone number. Offerors are instructed to notify the reference that UND will be contacting them. Evaluation will be impacted if UND is unable to contact the reference or the reference does not timely provide the requested information.

Section 6 – Contract Provisions

A. Contract

Offerors shall review Contract – Attachment 3.

The proposal must include a copy of the Contract completed according to the instructions in the attachment.

Offerors are not to submit their own standard terms and conditions with their proposals. Offerors should address the specific language in the attached contract and submit any proposed changes or additional terms and conditions an offeror seeks to present for consideration by UND.
B. Proposed Additional Terms

The proposal may also include any proposed additional terms and conditions, such as a software licensing agreement or maintenance agreement.

Section 7 – Open Records and Confidentiality

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. § 44-04-18.4(6). 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.”

Offerors 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. http://www.ag.nd.gov/OpenRecords/ORM.htm

If UND receives a request for public information, the procurement officer, in consultation with the NDUS Legal Counsel, shall determine whether the information is an exception to the North Dakota open records laws, and the information shall be processed accordingly.

4.3. COST PROPOSAL

Cost proposals must be submitted in a separate sealed envelope clearly marked “Cost Proposal.”

Cost proposals must provide a total proposed cost for completing the requirements of this RFP. Include a detailed itemization of the cost proposal (e.g. breakdown of the project costs, direct and indirect expenses, total number of hours at various hourly rates, overhead, travel, etc.).

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

The offeror should describe any discount terms for prompt payment. Discounts for prompt payment will not be considered in evaluating costs.

Provide costs associated with any Value-Added Features included in your proposal response. Provide details related to initial costs, reoccurring costs, and options.

The offeror must complete the Cost Proposal – Attachment 1 or prepare a cost proposal following the same format.

4.4. SIMILAR WORK

The offeror must provide a list of a minimum of five (5) website links to similar work being proposed to UND and describe how the work addressed or exceeded the clients' goals. Offerors must provide examples of work completed for other clients to demonstrate experience with similar projects.
SECTION FIVE – PROPOSAL EVALUATION

5.1 AWARD

UND 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.EVALUATION CRITERIA

Proposals will be evaluated using a 100-point scale. The evaluation criteria and relative weight is as follows:

Technical Proposal Evaluation: 75 Points
   A. Approach to Work – 30 Points
   B. Experience and Qualifications – 45 Points

Cost Proposal Evaluation: 25 Points

5.2 PROPOSAL EVALUATION

A. Responsiveness

All proposals will be evaluated to determine if they are responsive to the requirements of the solicitation. UND reserves the right to waive minor informalities. 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. The technical proposals evaluation score and cost proposal evaluation score will be added to determine the total evaluation score. After the initial evaluation, the evaluation committee may determine which proposals are reasonably susceptible for award and short-list the evaluation process to only those offerors. The final evaluation score will consider information received by UND, including but not limited to, discussions with offerors, demonstrations, presentations, site visits, reference checks, and best and final offers.

B. Responsibility

UND may, at any time, make a supplementary investigation as to the responsibility of any offeror. This investigation may include, but is not limited to, financial responsibility, performance record, or other matters related to the offeror’s probable ability to deliver if a contract is awarded to the offeror. UND reserves the right to contact references, other customers, including state and local government agencies, regarding past experience with the offeror. If it is determined that an offeror appears not to be sufficiently responsible, the proposal will be rejected.

5.3 COST PROPOSAL EVALUATIONS – RECIPROCAL PREFERENCE

UND 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 SBHE Policy 803.1(7).
After applying any reciprocal preference, the cost proposal with the lowest cost will receive the maximum number of points. Points awarded to other cost proposals will be calculated as follows:

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

5.4 CLARIFICATIONS OF OFFERORS – 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 UND.

In conducting discussions, there may be no disclosure of any information derived from proposals submitted by competing offerors. Clarifications may not result in a material or substantive change to the proposal.

Discussions are generally conducted by telephone or internet-based conference.

5.5 RIGHT OF REJECTION

UND 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. UND reserves the right to reject the proposal of an offeror determined to be not responsible. UND reserves the right to refrain from making an award if determined to be in its best interest.

5.6 PRESENTATIONS OR DEMONSTRATION

Offerors whose proposals are determined to be reasonably susceptible for award will be required to provide a presentation for the evaluation committee. Offerors shall be responsible for all associated costs, including any travel and per diem.

Location: Grand Forks, ND

5.7 BEST AND FINAL OFFERS

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

If UND determines there is a need for any additional information, substantial clarification or changes to the RFP or proposals, UND 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, UND 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.
5.8 NEGOTIATIONS

UND may enter into negotiations with one or more offeror whose proposals received the highest scores and are reasonably susceptible for award. During negotiations, UND and offerer 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.

The Offeror will be responsible for all costs, including any travel and per diem expenses.

Contract negotiations will be conducted primarily by e-mail, conference calls, or internet-based conference. Any on-site negotiation, if needed, will be held at the University.

UND 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 UND, 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 UND sign the contract.

5.10 CONTRACT APPROVAL

This RFP does not, by itself, obligate UND. UND’s obligation shall commence when UND signs the contract. Upon written notice to the Contractor, UND may set a different starting date for the contract. UND 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 UND.
SECTION SIX – CONTRACT INFORMATION

6.1 NORTH DAKOTA CONTRACTUAL REQUIREMENTS – BACKGROUND

As a public institution and government entity of the North Dakota University System (NDUS), there are a number of statutes, rules, and policies (Requirements) that may restrict or prevent UND 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 UND more challenging than negotiating with a private industry business, these are not unique to any one institution of the North Dakota University System. 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 CONTRACT TERMS AND CONDITIONS – OFFEROR’S PROPOSED CHANGES

UND intends to execute a contract substantially similar to the Contract – Attachment 3. The Contractor must comply with the terms and conditions set forth in attached contract. Relevant North Dakota and SBHE 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 UND.

Proposals subject to conditions imposed by the Offeror may be rejected as nonresponsive, as determined by UND.

Proposed terms and conditions that conflict with those contained in the attached contract or that diminish the UND’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.

Proposed alternate language shall not be considered accepted by UND without UND’s written acceptance of such language. UND may deem any failure to object to a contract provision as the Offeror’s acceptance of that provision.

UND instructs Offerors to contact the Procurement Officer in writing by the deadline set for questions in the RFP Schedule with any concerns regarding the contract provisions, including any proposed, alternate language.

6.3 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

A.1.2 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. UND shall not be deemed to have accepted any alteration of these provisions without prior written approval to offeror from UND acting in consultation with NDUS general counsel.
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 and approval to do so, as outlined in SBHE Policy 840, UND institutions cannot enter into agreements indemnifying contractors, or any other entity, against third party claims.

Any clause that has the intent of indemnification, without using the words “indemnity” or “indemnify,” are not clauses to which UND may agree, except in conformity with SBHE Policy 840.

You are cautioned that UND will not agree to clauses to indemnify a contractor “to the extent permitted by law.” Two reasons exist for this position. First, UND knows that the extent to which the law permits it to indemnify contractors is to no or very limited extent, and it would therefore be disingenuous for UND to imply in a contract that there might be some set of circumstances under which UND would defend the contractor against a third party claim(s). Simply put, UND is not going to agree to something it knows it cannot do. Second, the “extent” clause is simply an invitation to litigate the matter in the event a third party claim(s) arises, and UND does not enter into agreements that invite litigation.

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 UND, in consultation with NDUS general counsel. 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.1.3 Limitation of Liability N.D.C.C. § 32-12.2-15 establishes that UND is prohibited from limiting direct damages, including those resulting from property damage or personal injury. Any request by an offeror for UND to limit direct damages is a request to which UND cannot agree. Waivers of Jurisdiction and Venue; Alternative Dispute Resolution

You are cautioned that the UND has limited authority to agree to the jurisdiction or the laws of another state or federal courts, and cannot do so except in consultation with NDUS general counsel. You are further cautioned that the UND has limited authority to contractually agree to alternative dispute resolution methods, and cannot agree to do so except in consultation with NDUS general counsel.

A.1.4 Confidentiality

All state agencies of North Dakota are subject to North Dakota public records laws. UND 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, UND 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.
A.1.5 Unliquidated Expenses (i.e., attorney’s fees, add-ons, cost increases)

Because UND 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, UND will not agree to clauses which may obligate it to pay for claims that might exceed its current funding appropriation.

6.4 SCOPE OF WORK

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

6.5 CONTRACT TERM

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

6.6 COMPENSATION

Compensation and payment terms will be set forth in the contract based upon the successful offeror’s proposal.

6.7 TAXES

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 701-328-1246 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 701-328-1248 or visit its web site for more information.
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<thead>
<tr>
<th>Description (with possible sub-categories) of Product or Service</th>
<th>Select One</th>
<th>Quantity</th>
<th>Unit of Measure/Term (time)</th>
<th>Price per Unit</th>
<th>Extension</th>
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<tr>
<td>Initial Solution Software Licensing Costs (Enter one-time costs only. Recurring support &amp; Maintenance costs are to be entered in &quot;Ongoing Costs&quot; section below)</td>
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<td>Required Third Party software, applications, libraries or drivers</td>
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<td>Deliverables based upon the proposed Scope of Work for the service deployment period (The specific items below must be priced, please add all deliverables pertaining to your specific solution.)</td>
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<td>Analysis</td>
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<td>Information Architecture</td>
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<td>Template Design and Testing</td>
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<td>Content Creation and Migration</td>
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<td>Post-Launch Usability Testing and Support</td>
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<td>Ongoing Costs: (Provide ongoing costs, add additional rows if necessary for multiple maintenance/support options)</td>
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<td>Technical Support</td>
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<td>Software Maintenance</td>
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<td>Travel: (Provide an estimate for any travel costs proposed, but not included in the prices above.)</td>
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<td>Estimated Travel Costs</td>
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<td>Standard Operating Procedures Licensing (Not included in cost evaluation)</td>
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<td>Value Added Features (Add costs for any value-added features proposed.) (Not included in cost evaluation)</td>
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<tr>
<td>Add-On Task 1: Recommendations Report</td>
<td>One-Time Cost</td>
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<tr>
<td>Add-On Task 2: Central Academic Program Website</td>
<td>One-Time Cost</td>
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<tr>
<td>Add-On Task 3: Campus Map</td>
<td>One-Time Cost</td>
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Evaluators will use the technical proposal evaluation form in scoring responsive technical proposals. UND has assigned each evaluation criterion and the relative weight. The procurement officer will use the proposal evaluation worksheet to tally the scores for each vendor and to summarize the evaluation scoring. All final technical proposal evaluation forms and the proposal evaluation worksheet are included in the procurement file.

INSTRUCTIONS FOR EVALUATORS
UND has assigned each evaluation criterion a specific number of points. The questions under each evaluated area help measure the quality of the Offeror’s response. Do not assign points to individual questions: instead, award a total score for each evaluation criterion. Use the technical proposal evaluation form to make brief comments and score the proposal.

CONFLICT OF INTEREST:
Each evaluator must review the list of offerors submitting proposals and determine if they or any immediate family members have a conflict of interest with regard to an offeror, in accordance with SBHE Policy 611.4. By signing on the technical proposal evaluation form, evaluator is confirming no conflict of interest exists with the offeror being evaluated.

RATING SCALE FOR ASSESSING VENDOR RESPONSES
UND intends this rating scale to establish guidelines within that range to ensure members of the RFP evaluation committee perform their evaluation with consistency. Evaluators may assign any value for a given criterion from zero to the maximum number of points. A zero value typically constitutes no response or an inability of the vendor to meet the criterion. In contrast, the maximum value should constitute a high standard of meeting the criterion.

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

<table>
<thead>
<tr>
<th>Rating Scale (20 POINT Maximum)</th>
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<tbody>
<tr>
<td><strong>Point Value</strong></td>
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<td>11-15</td>
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<td>16-20</td>
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</table>

COST PROPOSAL
The offeror is required to place cost proposals in a separate sealed envelope, and the pricing will not be disclosed to the evaluation committee until after the initial evaluation of proposals is completed.

UND will evaluate cost as follows:
Applying Preference Laws

UND will not consider any prompt payment discounts terms proposed by the Offeror when 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, the State will determine whether the Offeror’s state of residence has a preference law for vendors resident in that state. The State will increase the cost proposal of the nonresident Offeror by the same percentage of preference given to vendors resident in that state.

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

See [http://www.oregon.gov/DAS/Procurement/pages/index.aspx](http://www.oregon.gov/DAS/Procurement/pages/index.aspx) for a list of states Preference Laws or contact the Procurement Officer for more information.

Converting Cost to Points

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

\[
\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Total Points for Cost Available} = \text{Points}
\]
PROPOSAL EVALUATION PROCESS
Proposal Evaluation Worksheet

<table>
<thead>
<tr>
<th>RFP Number and Title</th>
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<tbody>
<tr>
<td>Name of Offeror:</td>
<td></td>
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<tr>
<td>Evaluator Name:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Signature of Evaluator</td>
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<tr>
<td>Date:</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Experience, Qualifications and Sample Work</th>
<th>Maximum Points by Category</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>45</td>
</tr>
<tr>
<td>Approach to Work</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Cost</td>
<td></td>
<td>25</td>
</tr>
</tbody>
</table>

INSTRUCTIONS FOR EVALUATORS

It is very important that Evaluators first read all proposals one time without scoring. During the second reading, Evaluators should make notes about the proposals to support the initial scores. Evaluators should also write down any questions, concerns, or additional information they would like to help them better understand the proposals; these issues can be discussed during evaluation meetings.

Proposals must be evaluated using the evaluation criteria published in the RFP. A 100-point scale will be used to evaluate proposals that are responsive to the RFP requirements.

Evaluation Criteria

25 Points – Cost Proposals. Cost will be evaluated by procurement staff. Cost will not be revealed to Evaluators until the Technical scores are finalized.

75 Points – Technical Proposal

- 45 Points – Experience, Qualifications and Similar Work
  - Experience of the Offeror performing similar work
  - Experience and qualifications of the project team
  - References
  - Sample Work

- 30 Points – Approach the Work
  - Ability to meet the requirements of the scope of work
  - Ability to meet the required timeline
  - Value added services
  - Response to Contract Terms and Conditions

The questions under each evaluated area help you measure the quality of the offeror’s response. Do not assign points to individual questions, instead, award a total score for each evaluation criterion. Evaluators are not comparing proposals against each other to create a ranking (e.g. 1st, 2nd, etc.). Instead, Evaluators are scoring proposal using the evaluation criteria and rating scales, so there may be multiple proposals that score in the “very good” or “excellent” range.
I. Experience, Qualifications and Sample Work

Maximum Point Value for this Section - **45 Points**

**EVALUATION RATING SCALE**

This rating scale is used to ensure consistency in awarding evaluation points. Evaluators may assign any value for a given criterion from 0 to the maximum number of points. A score of zero or low point value is typically given when the proposal either did not provide the requested information or provided a response of no or limited applicability. A high or maximum score should constitute a high standard of meeting the criterion.

<table>
<thead>
<tr>
<th>Point Value</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-8</td>
<td>None/Low. Not addressed or response of no value</td>
</tr>
<tr>
<td>9-17</td>
<td>Fair. Limited applicability</td>
</tr>
<tr>
<td>18-26</td>
<td>Good. Some applicability</td>
</tr>
<tr>
<td>27-35</td>
<td>Very Good. Substantial applicability</td>
</tr>
<tr>
<td>36-45</td>
<td>Excellent. Total applicability</td>
</tr>
</tbody>
</table>

Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

**Questions regarding the firm**

[a] How extensive is the experience of the firm in completing similar projects on time and within budget?

EVALUATOR'S NOTES

[b] Did the company provide any information that distinguishes their company from others providing website redevelopment services?

EVALUATOR'S NOTES

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

EVALUATOR'S NOTES

**Questions regarding the project team**

[a] How well has the offeror described the make-up and organization of the project team?

EVALUATOR'S NOTES
**PROPOSAL EVALUATION PROCESS**  
Proposal Evaluation Worksheet

[b] How well has the offeror described the roles, responsibilities, and type of work to be performed by the project team personnel?  
EVALUATOR'S NOTES

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<tr>
<th>EVALUATOR'S NOTES</th>
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[c] In reviewing the resumes of the project team members, how extensive is the applicable experience and qualifications of the project team members?  
EVALUATOR'S NOTES

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<th>EVALUATOR'S NOTES</th>
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**Questions regarding Subcontractors and Joint Ventures**

[a] If Subcontractors or Joint ventures are proposed, how well does it measure up to the evaluation used for the Offeror?  
EVALUATOR'S NOTES

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<th>EVALUATOR'S NOTES</th>
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**References**

[a] If the Offeror has provided letters of reference from previous clients, do the letters demonstrate successful past completion of similar projects?  
EVALUATOR'S NOTES

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<tr>
<th>EVALUATOR'S NOTES</th>
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</table>

[b] Do the references checks substantiate that the Offeror has successfully performed similar projects?  
EVALUATOR'S NOTES

<table>
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<tr>
<th>EVALUATOR'S NOTES</th>
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[c] What kind of comments did the reference checks provide regarding communication with the Offeror?  
EVALUATOR'S NOTES

<table>
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<tr>
<th>EVALUATOR'S NOTES</th>
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</table>

[d] Did the reference checks provide information about the firm’s ability to adhere to the project budget?  
EVALUATOR'S NOTES

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<tr>
<th>EVALUATOR'S NOTES</th>
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</table>
Sample Work

[a] Do the samples show originality?
EVALUATOR'S NOTES

________________________________________________________________________________________

[b] Overall what is the quality of the website redevelopment Sample Work?
EVALUATOR'S NOTES

________________________________________________________________________________________

<table>
<thead>
<tr>
<th>EXPERIENCE AND QUALIFICATIONS SCORE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Point Value for this Section - 45 Points</td>
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</table>

Comments:
PROPOSAL EVALUATION PROCESS
Proposal Evaluation Worksheet

II. Approach to Work
Maximum Point Value for this Section - 30 Points

<table>
<thead>
<tr>
<th>Point Value</th>
<th>Explanation</th>
</tr>
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<tbody>
<tr>
<td>0-5</td>
<td>None. Not addressed or response of no value</td>
</tr>
<tr>
<td>6-12</td>
<td>Fair. Limited applicability</td>
</tr>
<tr>
<td>13-18</td>
<td>Good. Some applicability</td>
</tr>
<tr>
<td>19-24</td>
<td>Very Good. Substantial applicability</td>
</tr>
<tr>
<td>25-30</td>
<td>Excellent. Total applicability</td>
</tr>
</tbody>
</table>

Rating Scale (30 POINT Maximum)

Do not assign points to individual questions, instead, award a total score for each evaluation criterion.

Approach to Creation of Deliverables

[a] How well does the proposed work plan meet the technical requirements?
EVALUATOR’S NOTES

[b] How well does the proposed work plan meet the functional requirements?
EVALUATOR’S NOTES

[c] Has the Offeror offered any value-added functionality, products, services, or upgrades as part of the proposal that demonstrates added value?
EVALUATOR’S NOTES

[d] Evaluate the Offeror’s response to the professional services requirements. Has the offer proposed services that align with the requirements and demonstrate a good understanding of the scope required for this project?
EVALUATOR’S NOTES

[e] Evaluate the Offeror’s response to the project management requirements. Has the offer proposed project management services that align with the requirements and demonstrate a good understanding of the scope required for this project?
EVALUATOR’S NOTES
[f] Has the offeror described an approach to developing website content that will ensure creativity and originality?

EVALUATOR’S NOTES

_________________________________________________________________________________________________________________________________________________

_________________________________________________________________________________________________________________________________________________

[g] Does the proposal describe a detailed and effective approach for the website redevelopment?

EVALUATOR’S NOTES

_________________________________________________________________________________________________________________________________________________

_________________________________________________________________________________________________________________________________________________

[h] Evaluate the Offeror’s response to the contract schedule / deliverables. Does the offer’s response demonstrate a good understanding of the deliverables and schedule, and the capacity to achieve the deliverables based on a mutually agreed upon schedule?

EVALUATOR’S NOTES

_________________________________________________________________________________________________________________________________________________

_________________________________________________________________________________________________________________________________________________

[i] Evaluate the Offeror’s response to the communication plan requirements. Does the offer’s response demonstrate a collaborative approach to communication throughout the duration of the project?

EVALUATOR’S NOTES

_________________________________________________________________________________________________________________________________________________

_________________________________________________________________________________________________________________________________________________

Response to Contract Terms and Conditions

[a] How extensive are the changes to the contract terms and conditions the Offeror seeks to negotiate with UND?

EVALUATOR’S NOTES

_________________________________________________________________________________________________________________________________________________

_________________________________________________________________________________________________________________________________________________

APPROACH TO WORK SCORE

Maximum Point Value for this Section – **30 Points**

Comments:

Offeror Evaluation Totals

Page 8 of 10
<table>
<thead>
<tr>
<th>Technical Evaluation Criteria</th>
<th>75 Points Maximum</th>
<th>Evaluator</th>
<th>Evaluator</th>
<th>Evaluator</th>
<th>Evaluator</th>
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<tbody>
<tr>
<td>A. Experience, Qualifications and Sample Work</td>
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<tr>
<td>B. Approach to Work</td>
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<tr>
<th>Evaluator Totals</th>
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<thead>
<tr>
<th>Grand Total</th>
<th>Note: Sum of all individual technical proposal scores.</th>
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<table>
<thead>
<tr>
<th>Technical Proposal Evaluation Score</th>
<th>Note: Total of individual points divided by the number of evaluators</th>
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<table>
<thead>
<tr>
<th>Cost Proposal Evaluation Score</th>
<th>Note: Insert points awarded</th>
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<table>
<thead>
<tr>
<th>Total Evaluation Score</th>
<th>Note: Add the Technical Proposal Evaluation Score and Cost Proposal Evaluation Score</th>
</tr>
</thead>
</table>
### Summary of Evaluation Committee Total Evaluation Scores

**RFP Number and Title:** # 43-2017 Website Redevelopment

**Date:**

<table>
<thead>
<tr>
<th>Name of Offeror</th>
<th>Name of Offeror</th>
<th>Name of Offeror</th>
<th>Name of Offeror</th>
<th>Name of Offeror</th>
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</thead>
<tbody>
<tr>
<td>Technical Proposal Evaluation Score</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Cost Proposals Evaluation Score</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td><strong>Total Evaluation Score</strong></td>
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ATTACHMENT 3
TECHNOLOGY CONTRACT

1. PARTIES
The parties to this contract (Contract) are the North Dakota University System, acting through the University of North Dakota (UND), and Name of Business and type of business (e.g. Delaware corporation or privately held company) having its principal place of business at principal business address (CONTRACTOR);

2. SCOPE OF WORK
CONTRACTOR, in exchange for the compensation paid by UND under this Contract, shall provide SOW description.

3. COMPENSATION
   a. Contractual Amount
      UND shall pay for the accepted services provided by CONTRACTOR under this Contract an amount not to exceed <amount> (Contractual Amount). The Contractual Amount shall be paid according the Compensation Details document attached as Exhibit B.

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

   b. Retainage
      All deliverable payments shall be subject to 10% retainage. Retained amounts due to CONTRACTOR shall be paid upon Final Acceptance.

   c. Invoicing
      The final cost set forth on each invoice shall be equivalent to the cost for each deliverable or service as specified in the Scope of Work. CONTRACTOR shall not submit an invoice for any deliverable or service specified in the Scope of Work that UND has not fully accepted.

   d. Payment
      Payment made in accordance with this Compensation section shall constitute payment in full for the services and work performed and the deliverables provided under this Contract and CONTRACTOR shall not receive any additional compensation hereunder.

      UND shall make payment under this Contract within forty-five (45) calendar days after receipt of an approved invoice.

      Payment of an invoice by UND will not prejudice UND’s right to object to or question that or any other invoice or matter in relation thereto. CONTRACTOR's invoice will be subject to reduction for amounts included in any invoice or payment made which are determined by UND not to constitute allowable costs, on the basis of audits conducted in accordance with the terms of this Contract. At UND’s sole discretion, all payments shall be subject to reduction for amounts equal to prior overpayments to CONTRACTOR.

      For any amounts that are or will become due and payable to UND by CONTRACTOR, UND reserves the right to deduct the amount owed from payments that are or will become due and payable to CONTRACTOR under this Contract.
e. **Travel**

UND shall reimburse CONTRACTOR for expenses related to travel at amounts not to exceed those outlined below:

1) **Lodging:** UND shall reimburse actual costs of lodging. CONTRACTOR shall attempt to find lodging that is close to the then-current, published GSA rate for the travel location. Copies of receipts are required for lodging reimbursement. UND shall not reimburse for incidental and miscellaneous expenses charged to the room, including alcohol, telephone charges, or entertainment (e.g., movies).

2) **Transportation:** Air travel shall be reimbursed by UND at the actual cost of airfare for coach class travel only. CONTRACTOR shall make air travel arrangements at least fourteen (14) days in advance whenever possible. Reimbursement for rented, chartered, or contracted vehicle transportation shall be limited to reasonable rates as determined by UND.

3) **Meals:** Meals shall be paid on a per diem basis for each day of travel at then-current, published GSA per diem rate for the travel location. Per diem for the first and last day of travel shall be paid at seventy-five percent (75%) of the GSA per diem rate. Requests for per diem payments must include the start and end dates of travel, the location where the services are performed, and the allowable per diem amount for each trip on the billing/invoice.

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

f. **Prepayment**

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

g. **Payment of Taxes by UND**

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

h. **Taxpayer ID**

CONTRACTOR’s federal employer ID number is: ______________________.

i. **Purchasing Card**

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

4. **EQUIPMENT, MATERIALS, AND WORKSPACE – RESOURCES PROVIDED BY PARTIES**

For periods during which the parties mutually agree that CONTRACTOR’s assigned staff is on site:

a. On site means *list agency physical location address*.

b. UND agrees to provide an adequate working space, when required.

c. Equipment and software for on-site CONTRACTOR personnel is to be provided by *CONTRACTOR or Agency name*.
When UND and CONTRACTOR agree that remote access to systems is required, UND shall provide the necessary supervised remote access security to enable CONTRACTOR access to the appropriate UND systems.

5. TERM OF CONTRACT

Note: Per SBHE Policy 803.1, part 5, service contracts have a maximum term of ten years including all extensions and renewals.

This Contract begins on its effective date and ends on [Month, Day], 20[Year].

a. No Automatic Renewal

This Contract will not automatically renew.

Note: Any exercise of an Extension, Renewal, or Renegotiation requires a written contract amendment identifying the amended terms and conditions. Contract amendments should be drafted in consultation with assigned legal counsel.

b. Extension Option

Note: An Extension is a brief period of time used to wrap up ongoing work that could not be completed by the end of the Contract. It may also be used when all renewal options have been exercised and additional time is needed to close out the Contract.

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

c. Renewal Option

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

d. Renegotiation Option

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

e. Performance Review

Note: Per SBHE Policy 803.1, part 5, all service contracts for a term in excess of three years must include a provision for review of performance at specified intervals not less frequently than once every two years.

UND reserves the right to review the performance of the CONTRACTOR every two years starting on the effective date of the Contract.

6. TIME IS OF THE ESSENCE

CONTRACTOR hereby acknowledges that time is of the essence for performance under this Contract unless otherwise agreed to in writing by the parties.
7. TERMINATION
   a. Termination by Mutual Agreement
      This Contract may be terminated by mutual consent of both parties executed in writing.
   b. Early Termination in the Public Interest
      UND is entering into this Contract for the purpose of carrying out the public policy of the State of North Dakota, as determined by its Governor, Legislative Assembly, the State Board of Higher Education and Courts. If this Contract ceases to further the public policy of the State of North Dakota, UND, in its sole discretion, by written notice to CONTRACTOR, may terminate this Contract in whole or in part.
   c. Termination for Non-appropriation
      Continuation of this Agreement beyond June 30 of any odd-numbered year is contingent on continued legislative appropriation of funds for the purposes of this Agreement. If those appropriations are not forthcoming, UND will notify the CONTRACTOR as soon as possible and the Agreement will terminate on June 30 of that year. UND will not be penalized or incur any liability because of termination of the Agreement as provided in this section. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
   d. Termination for Lack of Funding or Authority
      UND, by written notice to CONTRACTOR, may terminate the whole or any part of this Contract under any of the following conditions:
      1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
      2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
      3) If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.
      Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
   e. Termination for Cause.
      UND may terminate this Contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:
      1) If CONTRACTOR fails to provide services required by this Contract within the time specified or any extension agreed to by UND; or
      2) If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.
      The rights and remedies of UND provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8. SUSPENSION FOR CONVENIENCE
   UND shall have the right at any time to order the services of CONTRACTOR fully or partially stopped for UND’s own convenience. UND shall provide CONTRACTOR written notice of the reason for and duration of the suspension. The schedule shall be delayed on a day-for-day basis to the extent UND has issued a stop work order to CONTRACTOR and such stop work order is causing delays in completing services in accordance with the schedule. CONTRACTOR shall have
the right to submit claims in accordance with the terms of this Contract as a result of stop work orders issued under this section.

9. FORCE MAJEURE

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

10. LIQUIDATED DAMAGES

Note: UND may suffer damages if CONTRACTOR fails to perform on schedule. Liquidated damages clauses assist UND in being made whole if this occurs. While it is impracticable to compute—at the time of contracting—the exact damages caused by a future delay, the parties can agree on an amount that is a fair and reasonable estimate of damages due to UND in the event of a delay by CONTRACTOR. An agency shall discuss liquidated damages clauses with assigned legal counsel.

The parties agree that UND may suffer damages due to a failure by CONTRACTOR to provide deliverables or services under this Contract. Because it is difficult to fix the actual damages sustained in the event of such delays, UND and CONTRACTOR agree that the amount of damages will be determined as per this Section. In the event of any non-performance CONTRACTOR shall pay that amount as liquidated damages and not as a penalty. Amounts due to UND as liquidated damages may be deducted by UND from any amounts payable to CONTRACTOR, and any amount outstanding over and above the amounts deducted from the invoice will be promptly tendered by check from CONTRACTOR to UND.

Delays due to causes of Force Majeure or due to the responsibility of UND shall extend the time for performance on a day-for-day basis. UND will not assess liquidated damages against CONTRACTOR when the delay in delivery or performance is beyond the control and without the fault or negligence of CONTRACTOR.

Note: The following are examples of liquidated damages provisions. One or both may be applicable. Assigned legal counsel should assist in selecting or drafting appropriate language for liquidated damages.

   a. Failure to Complete Deliverable on Schedule:

      If CONTRACTOR fails to complete a Deliverable identified in <SOW or project schedule reference> by the specified deadline (or revised deadline as agreed upon between the parties through the Integrated Change Control Process), CONTRACTOR shall pay liquidated damages to UND in the amount of $<amount> per calendar day for each day the Deliverable is delayed.

   b. Failure to Complete Project on Schedule:

      If CONTRACTOR fails to complete the project per the approved project schedule by the specified deadline (or revised deadline as agreed upon between the parties through the Integrated Change Control Process), UND will deduct liquidated damages from amounts payable to CONTRACTOR in the amount of $<amount> per calendar day for each day the project is delayed.

11. INJUNCTIVE RELIEF

CONTRACTOR shall immediately report to UND any and all unauthorized disclosures or uses of UND’s Confidential Information or Proprietary Information of which CONTRACTOR or its staff is aware or has knowledge. CONTRACTOR acknowledges that any unauthorized publication or disclosure of UND’s Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to UND. If CONTRACTOR should publish or disclose such
Confidential Information or Proprietary Information without authorization, UND shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. CONTRACTOR shall indemnify, defend, and hold harmless UND from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys’ fees) caused by or arising from CONTRACTOR’s unauthorized notification or disclosure of UND’s Confidential Information or Proprietary Information. As a condition to these indemnity obligations, UND will provide CONTRACTOR with prompt notice of any claim of which UND is aware and for which indemnification shall be sought under this Contract and shall cooperate in all reasonable respects with CONTRACTOR in connection with any such claim.

12. RIGHT OF SETOFF DAMAGES

Amounts due UND by CONTRACTOR, including liquidated or other damages, or claims for damages, may be deducted or set-off by UND from any money payable to CONTRACTOR pursuant to this Contract.

13. RIGHT TO WITHHOLD AMOUNTS OTHERWISE DUE IF THE CONTRACTOR IS IN BREACH

If CONTRACTOR fails to deliver Deliverables or to provide Services which satisfy CONTRACTOR’s obligations under this Contract, UND shall have the right to withhold any and all payments due under this Contract. UND may withhold any and all such payments due under this Contract to CONTRACTOR without penalty or work stoppage by CONTRACTOR, until such failure to perform is cured.

14. RIGHT TO REMEDIES AND CUMULATION OF RIGHTS

No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.

15. NON-WAIVER

Either party’s failure to exercise any of its rights under the Contract, its delay in enforcing any right, or its waiver of its rights on any occasion, shall not constitute a waiver of such rights on any other occasion. No course of dealing by either party in exercising any of its rights shall constitute a waiver thereof. No waiver of any provision of the Contract shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced.

16. INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless UND, its officers and employees, from and against claims based on the vicarious liability of UND or its agents, but not against claims based on UND’s contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by CONTRACTOR to UND under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for UND is necessary. CONTRACTOR also agrees to defend, indemnify, and hold UND harmless for all costs, expenses and attorneys’ fees incurred if UND prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

17. REPRESENTATIONS AND WARRANTIES

CONTRACTOR represents and warrants to UND that neither CONTRACTOR, in connection with performing the services in performance of this Contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. CONTRACTOR further represents and warrants to UND that it will not use any trade
secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless CONTRACTOR has the authority to license, use or provide those trade secrets or confidential or proprietary information to UND. CONTRACTOR further represents and warrants to UND that neither CONTRACTOR nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

18. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION

a. CONTRACTOR, at its own expense, shall defend and indemnify UND against claims that products furnished under this Contract infringe a United States patent or copyright or misappropriate trade secrets protected under United States law.

b. As to any product which is subject to a claim of infringement or misappropriation, CONTRACTOR may (a) obtain the right of continued use of the product for UND or (b) replace or modify the product to avoid the claim. If neither alternative is available on commercially reasonable terms then, at the request of CONTRACTOR, any applicable Software license and its charges will end, UND will stop using the product, and will return the product to CONTRACTOR. Upon return of the product, CONTRACTOR will give UND a credit for the price paid to CONTRACTOR, less a reasonable offset for use and obsolescence.

19. INSURANCE

CONTRACTOR shall secure and keep in force during the term of this Contract and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this CONTRACT, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

a. Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $250,000 per person and $1,000,000 per occurrence

b. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $250,000 per person and $1,000,000 per occurrence

c. Workers compensation coverage meeting all statutory requirements. The policy must provide coverage for all states of operation that apply to the performance of this Contract

Note: Optional clause (d) employer’s liability. This coverage is recommended for CONTRACTOR’s domiciled outside the state of North Dakota. Delete (d) if contracting with a resident (North Dakota) CONTRACTOR.

OPTION: DELETE IF NOT REQUIRED

d. Employer’s liability or “stop gap” insurance of not less than $1,000,000 as an endorsement on the workers compensation or commercial general liability insurance

e. Professional errors and omissions with minimum limits of $1,000,000 per occurrence and in the aggregate, CONTRACTOR shall continuously maintain such coverage during the Contract period and for three (3) years thereafter. In the event of a change or cancellation of coverage, CONTRACTOR shall purchase an extended reporting period to meet the time periods required in this section.

The insurance coverages listed above must meet the following additional requirements:

a. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the CONTRACTOR.
b. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by UND. The policies shall be in form and terms approved by UND.

c. The duty to defend, indemnify, and hold harmless UND under this agreement shall not be limited by the insurance required in this agreement.

d. UND and its officers and employees shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured, and thereby shall have all the benefits, rights and coverages of an additional insured under these policies.

e. The insurance required in this agreement, through a policy or endorsement, shall include:

1) Waiver of Subrogation” waiving any right to recovery the insurance company may have against UND.

2) A provision giving the University the same rights as the CONTRACTOR regarding cancelation or modification.

3) A provision that CONTRACTOR’s insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by UND and that any insurance, self-insurance or self-retention maintained by UND shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

4) Cross liability/severability of interest for all policies and endorsements.

5) 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.

f. Any attorney who represents UND under this policy 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. § 54-12-08.

g. The legal defense provided to UND under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for UND is necessary.

h. CONTRACTOR shall furnish a certificate of insurance to the undersigned UND representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.

i. Failure to provide insurance as required in this agreement is a material breach of contract entitling UND to terminate this agreement immediately.

20. WORKS FOR HIRE

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

a. UND will designate a Project Manager to serve as the primary project manager for this Contract. If, during the course of the Contract, it becomes necessary for UND to change the person assigned as UND’s Project Manager, UND will notify CONTRACTOR in writing, pursuant to Notice section of this Contract.

b. Unless UND otherwise notifies CONTRACTOR, UND’s Project Manager shall carry out UND’s administrative and management functions under this Contract, shall be responsible for acceptance of the Contract deliverables, and shall provide support and overall direction to CONTRACTOR.

c. CONTRACTOR will designate a Project Manager and provide individuals to meet the requirements and accomplish the work as stated in this Contract including any mutually agreed upon Scope of Work.

d. CONTRACTOR agrees and understands that UND’s execution of the Contract is predicated, in part and among other considerations, on the utilization of the specific individuals and personnel qualifications as identified; primary being <name of appropriate personnel, if applicable,>. Therefore, CONTRACTOR agrees that:
   1) Prior to assignment of personnel, CONTRACTOR shall obtain written approval from UND for all personnel to be assigned to this project.
   2) The personnel assigned must have the knowledge necessary to complete requirements as defined in the Contract.
   3) CONTRACTOR shall warrant that all personnel assigned to perform tasks in response to this Contract will remain assigned for the agreed-upon length of time.
   4) No replacement, reassignment or substitution of any assigned individuals and personnel qualifications shall be made without the prior written approval of UND and that such replacement, reassignment or substitution shall be made at no additional cost to UND.
   5) Any substitution made pursuant to this paragraph must be of equal or higher skills, knowledge, and abilities than those personnel originally proposed and that UND’s approval of a substitution is not construed as an acceptance of the substitution’s performance potential. UND agrees that an approval of a substitution will not be unreasonably withheld.
   6) CONTRACTOR shall assign personnel on a full-time basis. In the event that a work assignment does not justify full-time participation, CONTRACTOR shall assign personnel on a part-time basis with prior written approval of UND’s Project Manager. However, if the part-time assignments are specified in the Contract, no written approval from UND’s Project Manager is necessary except for substitution of CONTRACTOR personnel.

e. Upon request by UND, CONTRACTOR shall replace any CONTRACTOR personnel that UND determines, in its sole discretion, to be unable to perform the responsibilities of the Contract acceptably, e.g., inappropriate or unprofessional personal conduct, professional inabilities, etc.

f. UND’s working hours are Monday through Friday from 8:00 AM until 4:30 PM (CST or CDT) with one hour for lunch. UND Project Manager may approve alternate work schedules.

g. According to UND policy, UND personnel are only obligated to work a forty-hour workweek, Monday through Friday, and are allowed reasonable vacation, sick and educational absences.

h. CONTRACTOR’s personnel are not expected to work on State holidays or other mandatory leave days.
22. PROJECT MANAGEMENT

a. Reporting

*Note: Change the timing of the reporting in the sections below to reflect the agency's desired reporting periods.*

<Item 1> - DELETE IF NOT USED Item 1 should only be included in contracts that are time and materials based.

1) CONTRACTOR personnel will be responsible for providing written, *weekly/semi-monthly* time utilizations, for each individual, to UND’s Project Manager, or UND’s project staff, as UND’s Project Manager may assign.

2) CONTRACTOR’s Project Manager shall deliver to UND’s Project Manager, *weekly/semi-monthly* reports of CONTRACTOR’s progress on the project and meeting the objective/deliverables as stated in the Scope of Work. Each report must contain a description of the current status of the project, the tasks on which time was spent, the estimated progress to be made in the next reporting period, and the problems encountered the proposed solutions to them and their effect, if any, on the project budget/schedule.

3) Project Variance Reporting – CONTRACTOR must provide data to allow UND’s project manager to calculate cost and schedule variance in accordance with N.D.C.C. § 54-35-15.2 as determined by UND. If UND’s analysis shows a negative cost or schedule variance exceeding 20%, a subsequent report must also provide proposed corrective measures to address the issues.

b. Integrated Change Control Process

CONTRACTOR and UND will utilize an integrated change control process to manage changes during the life of a project.

1) A change request must be in writing to document the potential change. The write-up for the proposed change must be submitted to CONTRACTOR and UND’s project managers who will in turn provide it to relevant parties for assessment.

2) All change requests will be logged and tracked. UND’s project manager will record the request in the project repository and will update the repository throughout the process.

3) The change will be reviewed and, if acceptable to UND, CONTRACTOR will submit to UND an estimate of the impact to cost, schedule, scope, and quality.

4) CONTRACTOR will continue performing the services in accordance with the original Contract unless otherwise agreed upon by UND’s project manager. Work shall not commence on any new activities related to the change request until all parties agree in writing.

5) CONTRACTOR’s project manager and UND’s project manager will adapt project plans to incorporate approved changes.

6) Each change request duly authorized in writing by the parties shall be incorporated into and considered part of the Contract.

7) During the course of the Contract, if CONTRACTOR determines or could reasonably determine any UND actions or directions constitute a requirement to perform additional work, CONTRACTOR shall notify UND within thirty (30) calendar days that UND has requested CONTRACTOR to perform additional work in the form of a change request utilizing the process above. CONTRACTOR understands that it waives the right to request additional time and reimbursable costs if CONTRACTOR fails to notify UND within thirty (30)
calendar days of determining or reasonably being able to determine that any UND actions or directions constitute a requirement to perform additional work under the Contract.

c. **Deliverable Acceptance**

1) Unless otherwise noted in this Contract or agreed upon in writing by both parties, acceptance testing will be performed on-site, on UND’s platform.

2) Prior to acceptance testing, CONTRACTOR will furnish UND with documentation of the deliverable item, the expected performance, and agreed upon acceptance criteria.

3) Upon completion of a deliverable or sub-deliverable, UND will have five (5) working days in which to accept or reject it in writing. UND will accept by signature. If UND rejects it, UND will specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to revise any issues for the deliverables to be acceptable to UND within the following five (5) working days. If UND rejects it a second time, UND will have the option of repeating the procedure as described in this acceptance statement above, escalating the issue to the Executive Steering Committee, or terminating this Contract upon written notice to CONTRACTOR.

d. **Final Acceptance**

1) The successful completion of all deliverables as stated in the Scope of Work in accordance with the deliverable acceptance process AND

2) The final delivered product fully implemented in UND’s live production environment AND

3) UND has sixty (60) calendar days thereafter in which to accept or reject it in writing. If UND rejects it, UND shall specify in writing its grounds for rejection and CONTRACTOR shall use its best efforts to make the product conform to the requirements of this Contract as soon as possible and at no additional cost to UND. CONTRACTOR shall continue to use its best efforts to make the product conform to the requirements of this Contract until UND accepts the product or terminates this Contract upon written notice to CONTRACTOR.

23. NOTICE

All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

<table>
<thead>
<tr>
<th>UND</th>
<th>CONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>PO Box 13597</td>
<td>Address</td>
</tr>
<tr>
<td>Grand Forks, ND 58208-3597</td>
<td>City, State, Zip</td>
</tr>
</tbody>
</table>

Notice provided under this provision does not meet the notice requirements for monetary claims against UND found at N.D.C.C § 32-12.2-04. Nor shall notice under this provision meet the requirements for service of process under rule 4 of the North Dakota Rules of Civil Procedure.

24. CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from UND under this Contract that UND has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Contract or as authorized in advance by UND. UND shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that UND determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. chapter 44-04, including applicable federal laws. The duty of UND and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this Contract.
25. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

26. INDEPENDENT ENTITY

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

27. ASSIGNMENT AND SUBCONTRACTS

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

28. SPOLIATION – NOTICE OF POTENTIAL CLAIMS

CONTRACTOR shall promptly notify UND of all potential claims that arise or result from this Contract. CONTRACTOR shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to UND the opportunity to review and inspect the evidence, including the scene of an accident.

29. MERGER AND MODIFICATION, CONFLICT IN DOCUMENTS

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

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

a. The terms of this Contract as may be amended;
b. UND’s Solicitation Amendment #1 to Request for Proposal (“RFP”) number __________ dated __________;
c. UND’s Request for Proposal (“RFP”) number __________, dated __________;
d. CONTRACTOR’s proposal dated __________ in response to RFP number __________;
e. All automated end user agreements (e.g., click-throughs) are specifically excluded and null and void. Clicking shall not represent acknowledgement or agreement to any terms and conditions contained in that agreement.
30. UNANTICIPATED AMENDMENTS
If additional work is required within the scope of this Contract due to a legitimate unforeseen circumstance, UND shall provide CONTRACTOR a written description of the additional work and request CONTRACTOR to submit a proposal for accomplishing the scope of work. CONTRACTOR will not commence additional work until all parties agree in writing.

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

32. APPLICABLE LAW AND VENUE
This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be brought and solely litigated in the Northeast Central Judicial District Court of Grand Forks County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or forum non conveniens.

33. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL
UND does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. UND does not waive any right to a jury trial.

34. ATTORNEY FEES AND COSTS
In the event a lawsuit is instituted by UND to obtain performance under this Contract, and UND is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. §28-26-04, pay UND’s reasonable attorney fees and costs in connection with the lawsuit.

35. NONDISCRIMINATION AND COMPLIANCE WITH LAWS
CONTRACTOR agrees to comply with all applicable laws, rules, regulations and policies, including those relating to nondiscrimination, accessibility and civil rights. CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers’ compensation premiums. CONTRACTOR shall have and keep current at all times during the term of this Contract all licenses and permits required by law.

36. STATE AUDIT
All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this Contract are subject to examination by the UND Internal Auditor, North Dakota State Auditor, or their designees, or Federal auditors. CONTRACTOR shall maintain all of these records for at least three (3) years following completion of this Contract and be able to provide them at any reasonable time. UND, State Auditor, or Auditor’s designee shall provide reasonable notice of an anticipated examination.

37. EFFECTIVENESS OF CONTRACT
This Contract is not effective until fully executed by all parties.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGEFollows.
<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>NORTH DAKOTA UNIVERSITY SYSTEM</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>&lt;insert business&gt;</em></td>
<td>Acting through the University of North Dakota</td>
</tr>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
EXHIBIT A – Scope of Work

RESERVED
EXHIBIT B – Compensation Details

1. PROJECT DELIVERABLE PAYMENT SCHEDULE:

   The following table defines all payment points. After completion of the project plan, this table will be amended with all dates filled in.

<table>
<thead>
<tr>
<th>#</th>
<th>Deliverable</th>
<th>Start</th>
<th>Finish</th>
<th>Deliverable Value</th>
<th>To be Retained (15%)</th>
<th>Invoice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Kickoff Meeting</td>
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<td>&lt;date&gt;</td>
<td>$1000</td>
<td>$150</td>
<td>$850</td>
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<td>Project Plan</td>
<td>&lt;date&gt;</td>
<td>&lt;date&gt;</td>
<td>&lt;$amount&gt;</td>
<td>&lt;$amount&gt;</td>
<td>&lt;$amount&gt;</td>
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<td>&lt;$amount&gt;</td>
<td>&lt;$amount&gt;</td>
</tr>
<tr>
<td>&lt;X&gt;</td>
<td>Final Production Acceptance</td>
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<td></td>
<td></td>
<td>$&lt;Total Retained&gt;</td>
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Project Deliverable Total $<amount>

2. TRAVEL BUDGET

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<th>Key Task/Deliverable</th>
<th>Date</th>
<th># of Trips</th>
<th># of People Traveling</th>
<th>Budgeted Amount per Person</th>
<th>Total Budgeted Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Kickoff Meeting</td>
<td>&lt;date&gt;</td>
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<td>5</td>
<td>$1500</td>
<td>$7500</td>
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<td>&lt;$amount&gt;</td>
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<td>&lt;$amount&gt;</td>
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<td>&lt;$amount&gt;</td>
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Travel Budget Total $<amount>

3. PROJECT TOTAL

   The total budget for the project portion of this Contract is $<amount>