STATE OF NORTH DAKOTA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CHILD SUPPORT SECTION
1600 EAST CENTURY AVENUE, SUITE 7
BISMARCK, ND 58503

REQUEST FOR PROPOSAL (RFP)

RFP Title: Child Support Automated System Replacement

RFP Number: SRC000366

Issued: July 20, 2026

TABLE OF CONTENTS

ATTACHMENTS

.

Attachment A: Scope of Work

Attachment B: Cost Proposal

Attachment C: Technology Contract

Attachment D: CSMP Interface List

SECTION ONE – INSTRUCTIONS

1.0 PURPOSE OF THE RFP

The state of North Dakota, acting through its Health and Human Services Department, Child Support Section (STATE) is soliciting proposals for the design, development, and implementation (DDI) of a modernized child support system to be known as NoDaK, which will replace the current Fully Automated Child Support Enforcement System (FACSES) and associated ancillary systems.

1.1 DEFINITIONS

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

Acronym or Term	Name or Definitions
Contractor	Entity that has an approved contract with the State of North Dakota
CSMP	Child Support Modernization Project
CT	Central Time Zone
DATA	Means any information provided to, or collected, generated, stored, or processed by the system. Data includes user identification information and metadata which may contain Data or from which STATE's Data may be ascertainable.
DDI	Design, development, and implementation
FACSES	Fully Automated Child Support Enforcement System
IaaS	Infrastructure as a Service
ITD	Information Technology Department
ND HHS	North Dakota Health and Human Services Division
NDBuys	The State of North Dakota's procurement information system
NDCSS	North Dakota Child Support Section
NoDaK	The cloud-based, vendor-hosted child support system to be developed under this contract.
O&M	Operations and Maintenance
OCM	Organizational Change Management
OCSE	The federal Office of Child Support Enforcement that oversees STATE child support functions and must certify the modernized system.
OMB	Office of Management and Budget
PaaS	Platform as a Service
Primary User	State employees or contractors who access the system through the main user interface and not through the public-facing portals.
RFP	Request for Proposal
SaaS	Software as a Service
Solicitation Begin	Date the solicitation was issued in the RFP Schedule
Solicitation End	Deadline for receipt of proposals stated in the RFP Schedule – Also known as the Solicitation Closing
SPO	Office of Management and Budget, State Procurement Office
TPRM	Cyber Third-Party Risk Management
TPSQ	Third-Party Security Questionnaire
UAT	User Acceptance Testing

1.2 PROCUREMENT OFFICER CONTACT INFORMATION

The Procurement Officer is the point of contact for this RFP. Offerors shall direct all communications regarding this RFP to the Procurement Officer. Please do not add the Procurement Officer to any distribution list.

PROCUREMENT OFFICER: Sowmya Karumanchi

EMAIL: skarumanchi@nd.gov
PHONE: 701-328-2690
TTY Users call: 7-1-1

A person or firm interested in submitting a proposal should ensure all communications related to the procurement are only with the designated point of contact. This section does not restrict communication with state officials or any member of the legislative assembly unless the state official or member of the legislative assembly is involved directly with the procurement for which the person is interested or has submitted a bid or proposal (N.D.C.C. § 54-44.4-01.1).

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

1.3 RFP SCHEDULE

EVENT	DATE
Solicitation Begin	7/20/2026
Deadline for Submission of Questions and Objections	8/10/2026 12:00 PM, CT
Solicitation Amendment with Responses to Questions issued approximately (if required)	8/31/2026
Deadline for Receipt of Proposals (Solicitation End)	10/19/2026 by 10:00 AM, CT
Initial Evaluation completed by approximately	11/30/2026
System Demonstration(s)	12/16/2026 – 1/11/2027
Final Evaluation completed by approximately	01/26/2027
IT Review/TPRM Assessment approximately.	February 2027 - March 2027
Negotiations	February 2027 - March 2027
Federal review (approximately 60 days from end of contract negotiations and TPRM)	April 2027 – June 2027
Notice of Intent to Award issued approximately	June 2027
Secretary of State Registration, if determined to be required.	***Prior to Contract Signing***
Contract executed approximately	June 2027
Contract start approximately	July 2027

1.4 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.

1.5 SECRETARY OF STATE REGISTRATION REQUIREMENTS

The North Dakota Secretary of State has registration requirements for individuals and businesses transacting business in North Dakota. If the successful Offeror is determined to have a registration requirement with the North Dakota Secretary of State, they must be registered before the contract award and registration must remain active for the duration of the contract period (N.D.C.C. § 54-44.4-09.1)

- Check the Business Records database to see if a business is registered.
- Contact Secretary of State's office by email or call 701-328-2900 (choose menu item 2, then option 1).
- If you need to register, fees apply.

- Vendors may need to obtain businesses licenses. See the list of licenses required of businesses in the State of North Dakota. The link includes information on who to contact, application fees, renewal dates, and the legal reference.

1.6 SUPPLIER REGISTRATION

Individuals or business entities desiring to be notified of bidding opportunities may complete supplier registration to be notified when solicitations are issued on the State's procurement website (NDBuys) (N.D.C.C. § 54-44.4-09). Supplier registration does not guarantee a vendor will receive notice of every solicitation (N.D.A.C. § 4-12-05-01). There are no fees to register as a supplier.

Individuals or businesses entities completing supplier registration must provide contact information for receiving solicitation notices, Tax ID, legal structure, address and phone information. Bidders must also select the commodity codes to identify categories of goods, services, and information technology.

Supplier registration is required to submit a response to a solicitation posted in NDBuys.

Visit the OMB website for instructions:

Bidders List Registration Website

For assistance with Bidders List Registration, contact State Procurement Help Desk at 701-328-2740 or ndbuys@nd.gov.

1.7 NDBUYS STATE PROCUREMENT WEBSITE

This RFP and any related amendment and notices will be posted on the North Dakota NDBuys State Procurement System. Offerors are responsible for checking the NDBuys system to obtain all information and documents related to this RFP:

https://public.ndbuys.nd.gov/

Notices related to this RFP will be sent to the Bidders List for the needed commodity or service and other known potential offerors.

Offerors that are registered for the bidders list and would like to receive notices related to this RFP, locate the solicitation in NDBuys and select the "Participate in RFx" button. If you do not see the "Participate in RFx" button, contact the Procurement Officer to confirm you are already included in the list of offerors to receive notices for the solicitation.

Offerors that have not yet registered for the bidders list and would like to receive notices related to this RFP and must complete the bidders list registration. See NDBuys Quick Reference Guides at https://www.omb.nd.gov/doing-business-state/bidders/bidding-opportunities-and-resources for how to register.

1.8 DEADLINE FOR QUESTIONS AND OBJECTIONS

Offerors should carefully review the RFP including all attachments. Offerors may ask questions to obtain clarification, request additional information, or object to material in the RFP. Questions and objections must be submitted to the procurement officer in writing by the deadline identified in the RFP schedule:

1) Bidders may submit questions within NDBuys using the "Discussions Tab" in the system (see the OMB website for a quick reference guide); or
2) Bidders may email the question directly to the Procurement Officer.

The Procurement Officer may elect to respond to questions received after the deadline. If no deadline is specified, questions or objections must be received at least seven days prior to the proposal receipt deadline – Solicitation Closing.

Questions and objections should include a reference to the applicable RFP section or subsection.

Responses to questions 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.

If an amendment (i.e., a new round) is issued for the solicitation in NDBuys and an Offeror has already submitted a response beforehand, Offerors are required to resubmit their response or submit a new response to remain under consideration.

1.9 PREPROPOSAL CONFERENCE OR SITE INSPECTION

STATE will not hold a preproposal conference or site inspection for this RFP.

1.10 OFFER HELD FIRM

Offerors must hold proposals firm for at least 365 days from the deadline for receipt of proposals (Solicitation Closing). STATE may send a written request to all offerors to hold their offer firm for a longer period of time.

1.11 OFFEROR RESPONSIBLE FOR COSTS

Offeror is responsible for all costs associated with the preparation, submittal, and evaluation of any proposal including any travel and per diem associated with demonstrations and presentations.

1.12 TAXES

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

The purchasing agency will determine if services provided under this contract are 1099 reportable. The purchasing agency may require the contractor to submit a W9.

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

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

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

1.13 SOLICITATION CLOSING – LATE PROPOSALS REJECTED

An offeror is responsible for ensuring its proposal is received by STATE prior to Solicitation Closing identified in the RFP schedule. A solicitation amendment will be issued if the proposal receipt deadline is changed. An offeror may contact the Procurement Officer to inquire whether its proposal has been received. Proposals delivered late will be rejected pursuant to N.D.A.C. § 4-12-08-13.

1.14 AMENDMENT AND WITHDRAWAL OF PROPOSALS

Offeror may amend, supplement, or withdraw proposal prior to the Solicitation closing deadline. No changes will be accepted after the Solicitation closing deadline. After the Solicitation closing deadline, Offeror may make a written request to withdraw proposal and provide evidence that a substantial mistake has been made, and STATE may permit withdrawal.

1.15 PROPOSAL OPENING

A public opening will not be held.

1.16 PROPOSALS SUBJECT TO NORTH DAKOTA OPEN RECORD LAW

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

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

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

1.17 NEWS RELEASES

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

1.18 CONFLICT OF INTEREST

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

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

1.19 ATTEMPT TO INFLUENCE PROHIBITED

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

1.20 COLLUSION PROHIBITED

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

1.21 PROTEST AND APPEAL

An interested party may protest a solicitation pursuant to N.D.C.C. § 54-44.4-12 and N.D.A.C. § 4-12-14-01. When a solicitation contains a deadline for submission of questions and objections, protests of the solicitation will not be allowed if these faults have not been brought to the attention of the Procurement Officer before the specified deadline.

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

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

1.22 SPECIFICATIONS PREPARED BY NON-STATE PERSONNEL

When a purchasing agency has specifications prepared by someone other than a state employee or official on behalf of the state, that person or business entity must be excluded from submitting bids or proposals in accordance with N.D.A.C. § 4-12-06-06.

1.23 SUPPLIER REGISTRATION (PAYEE)

The successful Offeror will be required to complete Supplier Registration, if not already registered as a Supplier. Any individual or business who will be receiving payment from a state agency or higher education institution must complete a registration process to collect important financial and taxpayer information. Payments are generally made by check or automatic clearing house (ACH), and taxpayer information must be collected in compliance with IRS requirements. The State and North Dakota University System (NDUS) have separate financial systems and vendor registration processes.

SECTION TWO – BACKGROUND

2.0 BACKGROUND INFORMATION

NDCSS is a state-administered and state-supervised child support program and is authorized to establish paternity/parentage and support (financial and medical) and enforce child support or medical support obligations. NDCSS is part of the Health and Human Services Division of ND HHS. The organizational chart shown as **Figure 1** shows the organizational context for NDCSS within ND HHS; **Figure 2** that follows shows the organizational structure within NDCSS.

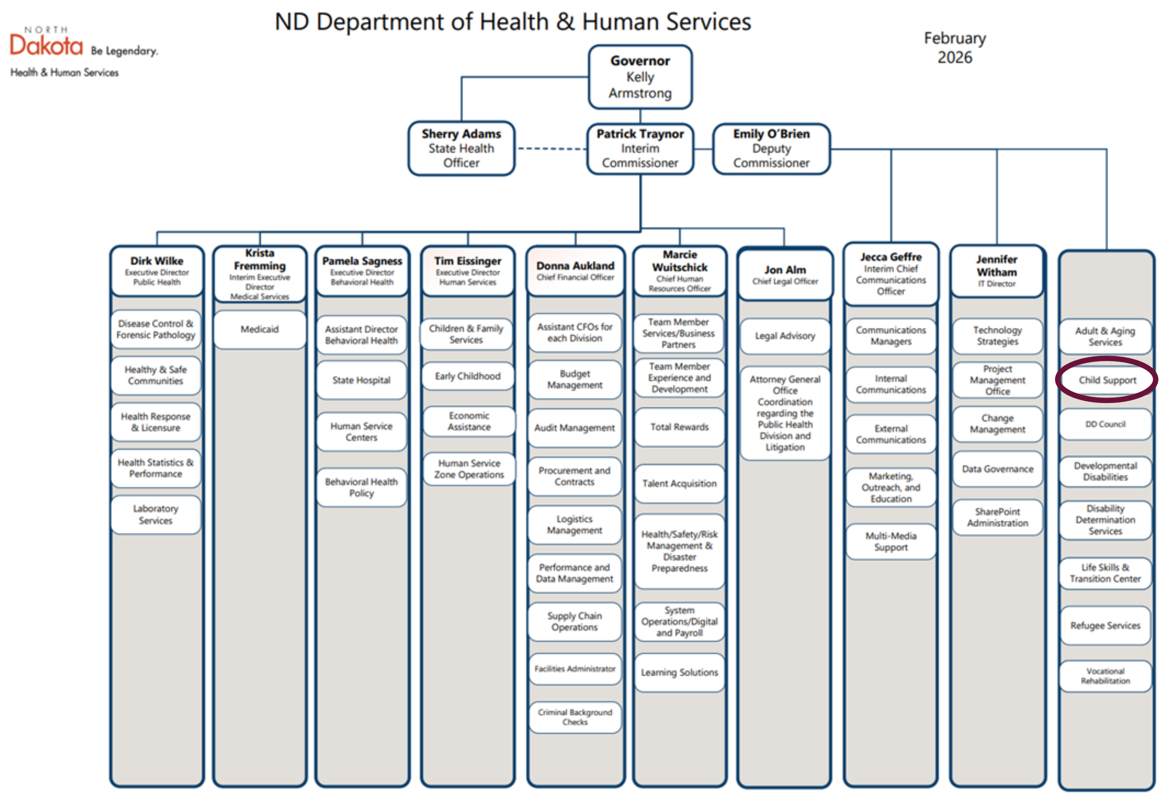

Figure 1: ND HHS Organizational Context

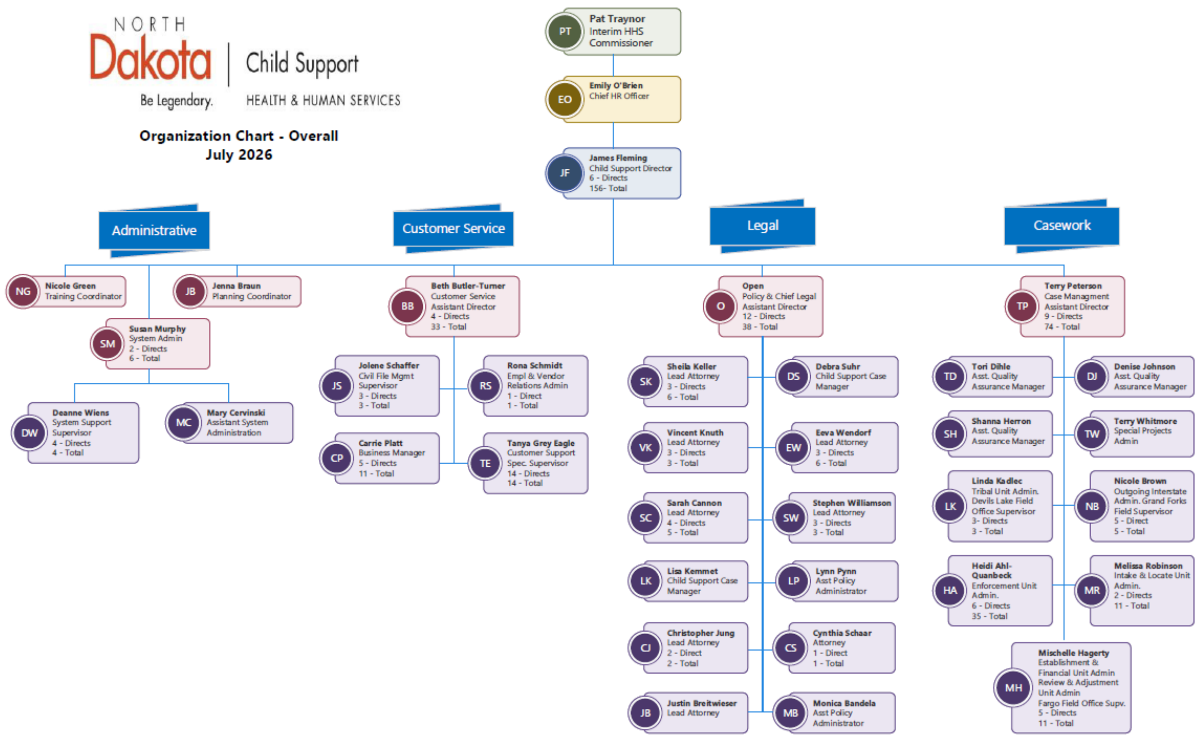

Figure 2: NDCSS Organizational Structure

Mission Statements

NDCSS's objectives support its mission as well as those of its parent organizations:

- **ND HHS** fosters positive, comprehensive outcomes by promoting economic, behavioral, and physical health, ensuring a holistic approach to individual and community well-being.
- **Human Services Division**: Communities are stronger when everyone has a chance to realize their full potential.
- **Child Support Program**: To help parents meet the needs of their children by securing appropriate and sustainable child support.

About the effort to replace North Dakota's Child Support system

NDCSS, along with North Dakota's ITD, launched the planning effort for the CSMP in April of 2025. The current North Dakota Child Support system, FACSES, has been in operation for approximately 25 years. The CSMP is chartered to replace FACSES with a modernized solution to be known as NoDaK. NDCSS engaged CSG Government Solutions as a partner to conduct a Streamlined Feasibility Study (SFS) describing the path forward for NDCSS and how that path meets the requirements of OCSE, the agency responsible for approving federal matching funds and ultimately certifying the modernized child support system.

There are multiple factors driving the replacement of FACSES including:

- The state of North Dakota is retiring its IBM mainframe system, and FACSES is likely to be the final system to be replaced. FACSES is over 25 years old, is very outdated, and no longer meets the technological needs of the child support program.

- Finding programmers and staff to work on this system is more difficult since the mainframe technologies are no longer utilized, and this specialized workforce has aged into retirement.
- O&M for FACSES is no longer cost effective as all mainframe costs will be allocated to FACSES support when FACSES is the only system using the mainframe and costs are rising for increasingly-scarce technical resources.
- Today, 21% of current support goes uncollected each month and the balance of statewide unpaid child support exceeds $250 million. A new system is expected to reduce the percentage of uncollected support.
- Child Support staff experience multiple pain points and workarounds associated with FACSES. In addition, the system lacks data and reporting capabilities that support informed decision making by NDCSS management. A modernized system is needed to support staff and provide the information necessary for NDCSS to improve program performance and customer service.
- The way staff interact with customers has changed dramatically since FACSES went into service. NDCSS needs a paperless, digital system with the ability to react and respond to customers quickly through a digital portal, messaging, and enhanced customer service options. NoDaK will be built around customers on a customer centric platform.
- NDCSS selected the Hybrid alternative (defined by OCSE as a combination of components, capabilities, and features derived from the other listed alternatives) primarily because it gives NDCSS the best approach to replace FACSES quickly and realize the benefits expected from the use of a modernized system while executing the CSMP within a limited budget. Analysis, partially informed by the results of other states' child support modernization projects, shows that alternatives such as New Development or Transfer are not feasible considering the CSMP timeline and budget. In addition, the Hybrid solution provides increased opportunity and flexibility for automation, lower risk, and the greater realization of benefits while decreasing ongoing O&M costs as compared to FACSES.

The main characteristics of the Hybrid alternative as envisioned by NDCSS include:

- Implementation of a core component that includes starting-point child support functionality to accelerate the development process, with the ability to modify the starting-point functionality to support NDCSS's specific requirements. This could take the form of a commercial-off-the-shelf product, portions of a transfer system, or a collection of "accelerators".
- Integration with other tools to provide all functionality required by NDCSS, potentially including document management. For reference, NDCSS will require proposers to either include a document management tool in their solution or integrate with STATE's existing FileNet system.

Key components of the implementation include:

1. **SaaS or Vendor-hosted (PaaS or IaaS) System:** Selection and implementation of a system specifically designed or configured to meet the needs of STATE.
2. **Data Conversion:** The offeror providing the tools and expertise to migrate all structured and unstructured data from all existing legacy systems as defined in the RFP to structured data in NoDaK, ensuring continuity and integrity of current and historical data and information ahead of STATE's eventual decommissioning of the core legacy systems.
3. **System Integration:** Integrating the new system with existing systems and data sources for seamless operation.
4. **OCM:** Developing and executing a comprehensive OCM plan to support users through the transition and ensure effective adoption of the new system.
5. **Training and Support:** Providing extensive training and support to users to facilitate the transition and maximize the new system's business benefits.

6. **Compliance and Security:** Ensuring the new system complies with all relevant regulations and standards, including data protection and child support requirements.
7. **Stakeholder Engagement:** Engaging stakeholders throughout the CSMP to gather input, address concerns, and ensure the system meets their needs and expectations.

STATE fully expects if child support is enabled by a modern, nimble technology platform, it will help STATE achieve its goals related to timeliness and quality of service, and improved communication between partners, and it will allow for greater focus on high priority value-added work. Expected benefits include:

1. The new system will increase worker efficiencies thus providing faster and better service to the families served.
2. The new system will be more intuitive for users, reducing training time.
3. The new system will be easier to enhance, fix defects, and otherwise maintain than FACSES.
4. Hardcoding will be minimal.
5. Customer calls for service will be significantly reduced due to self-service processes.
6. Increased percentage of caseload with paternity established, a support order established, and amounts due collected.
7. Improved data analytics and reporting capabilities.

2.1 BUDGET

The funds for payment of this contract are already appropriated and identified. The estimated budget for completion of the DDI vendor scope for this project, as shown in the draft SFS which has been submitted to OCSE, is $25 million for Development through Certification and O&M will be determined if an appropriation has been approved by the North Dakota Legislative Assembly during a future Legislative Session. Proposers should note this is an early planning estimate and STATE would prefer to execute the project with a lower budget and potentially reduce the taxpayer-funded costs required from STATE and the federal government. Proposals priced at more than $25 million for Development through Certification may require STATE to pursue appropriation and identification of additional funds and may make the project infeasible.

2.2 TECHNICAL ARCHITECTURE OVERVIEW

North Dakota State Government Technical Environment

North Dakota's technical environment consists of Windows based desktops and a variety of server platforms connected via an IP based network. Desktop support is provided by the individual state agencies with ITD, providing the statewide network and support for some shared server platforms.

Hosting and operation of new applications is expected to be provided by vendors.

Desktop Environment

The desktop standard is an Intel platform running Windows 11 or higher. End User support is provided through a central help desk; this service is available 24x7x365.

Network Services

As specified in ND Century Code Chapter 54-59-02, ITD is directed to provide network access to government, K12, higher education, and political subdivisions. The statewide network is known as the North Dakota Statewide Technology Access for Government and Education network (STAGEnet). Within state government, ITD provides full network services to the desktop.

Additionally, STAGEnet provides full layer 7 IDS/IPS capabilities, including malware detection, sandbox detonation, and various other network-based security defenses. All user traffic passes through an IDS/IPS gateway before communicating with any other site in STAGEnet or the internet.

Directory Services/Authentication

ITD provides a single Microsoft Active Directory network domain that provides agencies with a single network sign-on. State user accounts are synchronized with an Entra ID instance providing a centralized identity provider service for State users and supports OpenID Connect, OAuth2, and SAML integrations. ITD also utilizes Microsoft conditional access with multi-factor, utilizing smartphone-based authentication where possible.

In addition, for public user authentication ITD provides a federated identity provider service backed by Azure B2C. The service provides public users with the ability to create and maintain their own identities and supports single sign on (SSO) across State services via the standard OpenID Connect integrations.

Productivity/Unified Communications Environment

The State of North Dakota leverages all components of the Microsoft productivity suite, including Exchange online, Teams voice, SharePoint, Power BI, and OneDrive.

Child Support Systems

The legacy child support systems comprise FACSES and ancillary applications, as well as MS Access databases, MS Excel spreadsheets, and MS Word documents. The tableError! Reference source not found. below provides a description of each component of FACSES and its ancillary systems.

CS System Component	Type	Connection Type	Description
FACSES	COBOL, Natural, Adabas	N/A	HHS uses the FACSES mainframe application to meet the program and customer needs of their child support program.
Apply Now	Java	Manual Process	This is a public-facing web application that acts as the starting point for parents applying for child support services. It writes details entered by the parent customer to a DB2 table for later viewing and processing by a child support worker.
CS Services Criminal Justice Information System (CJIS) NDVerify PlanetPress Check Scanning Software	Java	Direct Access	This is not a web application with a user interface, but rather a collection of web services used by various sources such as the CJIS, NDVerify, PlanetPress, Check Scanning Software, etc. to query various child support details. An Oracle database is used for some web service operations. It also uses CONNX and Natural Broker to read FACSES data.

CS System Component	Type	Connection Type	Description
Employer EFT	Java	Direct Access	This application has a public-facing side for employers to login to and add employees, employer bank accounts, and authorize child support payments as part of income withholding on behalf of their employees that owe support. There is also an administrative side, available on the ND State network (or VPN). Data is stored on DB2 tables. Authorized payments are processed during nightly batch job runs.
FACSES Inquire/Maintain	Java	Direct Access	This application has a public-facing side for child support customers (to login and view account activity, view payment/disbursement history, update contact info, sign up for email and/or text notifications of case activity, make payments, change method of payment receipt (including adding a bank account), and submit details about payor address or employment. The data on Adabas is directly queried and updated using Natural Broker or CONNX. The administrator login for this web application allows for querying and processing of ApplyNow applications as well as allowing the administrator to view details by SSN search.
Gaming Intercept	.NET	Direct Access to CS Services (not FACSES)	Gaming organizations (employees and managers) register to use this application to report gambling winnings of a person who may owe child support. The app allows the user to look up the winner by SSN to see if their winnings might be intercepted for child support. The application stores gaming organization details and lookup audits in an Oracle database. The application also features a web service that calls a web service hosted on CS Services to do a lookup via phone (IVR).
Lien Registry	Java	Direct Access	This public-facing application uses CONNX to query a specific FACSES file that tracks child support payors that have a lien against them.

CS System Component	Type	Connection Type	Description
MMISFT (MMIS File Transfer)	Java	Batch	This application, which is not operated and maintained by NDCSS, is the Medicaid Management Information System File Transfer application. Child Support uses this application to allow some public users to log in and upload files that report on new hires in batches. Files are stored on an Oracle database and FACSES nightly batch processing handles new hire submissions. An administrative function allows Child Support to support employer login and registration.
New Hire	Java	Batch	The public-facing application allows entry of a Federal Employer Identification Number (FEIN) to log in as an employer and report on new hires by entering employee information on the web form. Submissions are stored in an Oracle database and handled by FACSES nightly batch processing. The administrative function allows Child Support administrators to query on and, if necessary, modify submitted data.
RETTA	Java	Direct Access	Reporting Employee Terminations and Temporary Absences is a public-facing web application that allows employers to enter their Federal Employer Identification Number (FEIN) and their employee information. The data entered is stored on a couple of Oracle tables and is handled by FACSES nightly batch processing.

Figure 3 shows the child support system ecosystem arranged by the logical tiers of the system architecture.

ND Child Support System - Logical System Architecture
Software Stack Diagram

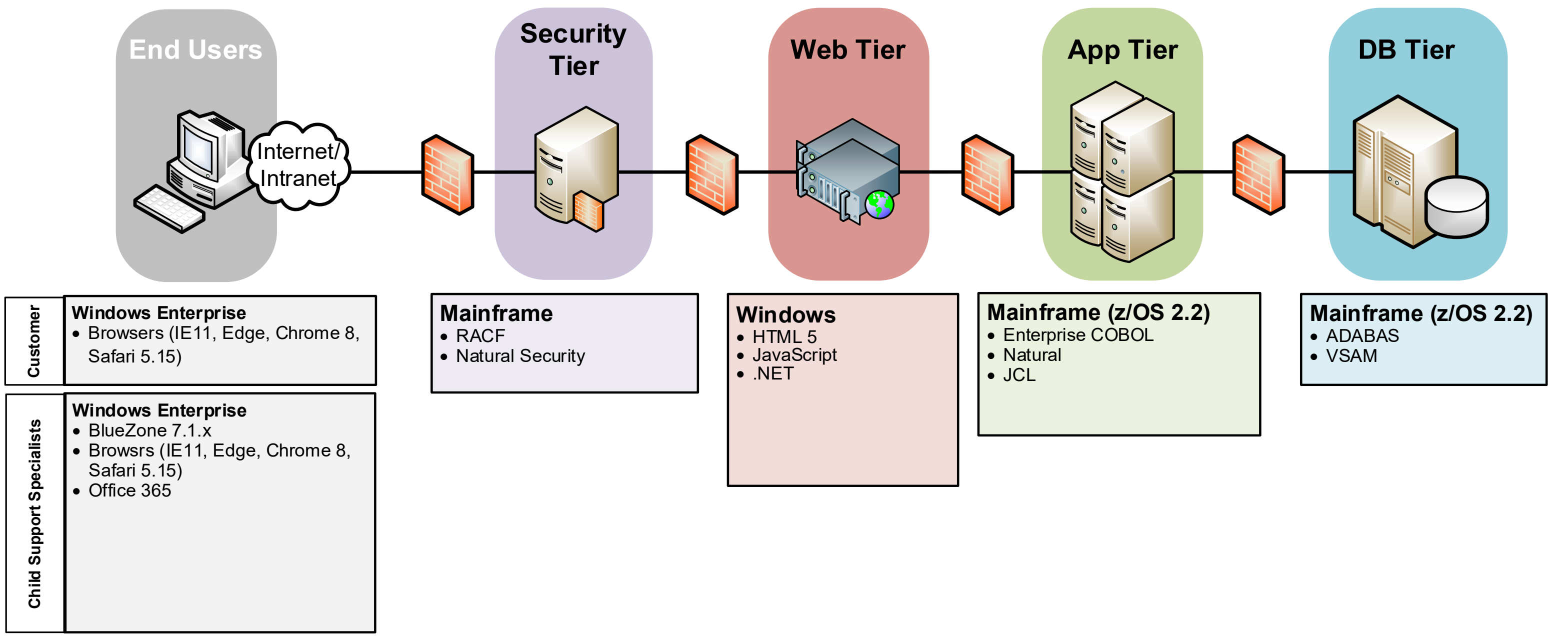

Figure 3: Logical System Architecture – Software Stack Diagram

Figure 4: Child Support System Integration Architecture

describes the ND child support System Integration Architecture, media and primary protocols, and associated support teams.

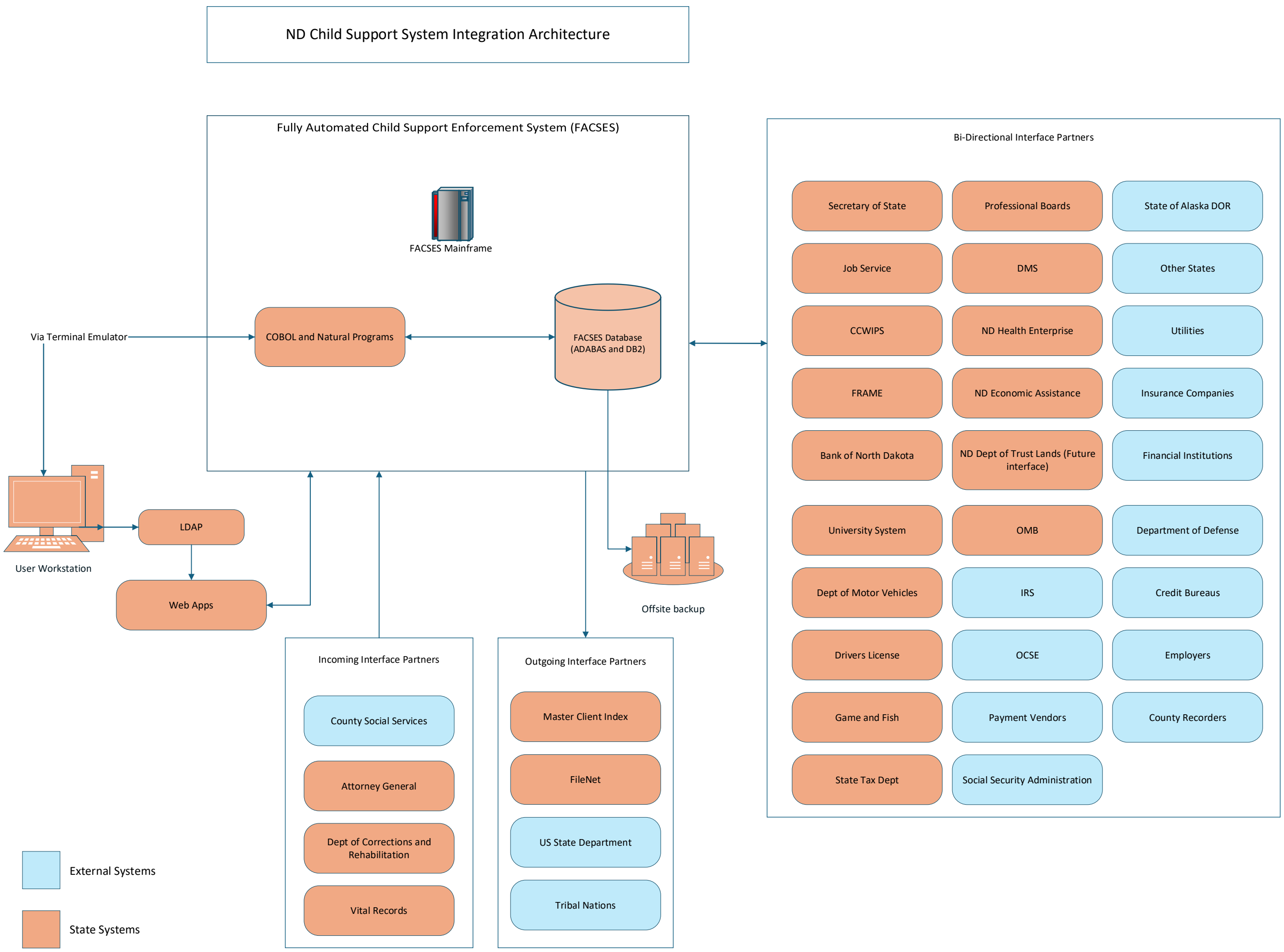

Figure 4: Child Support System Integration Architecture

Figure 5 provides a logical view of the North Dakota child support system and the supporting infrastructure. It is a visual representation of STATE's child support programmatic functions, data-sharing partners, the system components that support the program, and the primary users of the system.

ND Child Support Reference Architecture

Primary Modules & Components

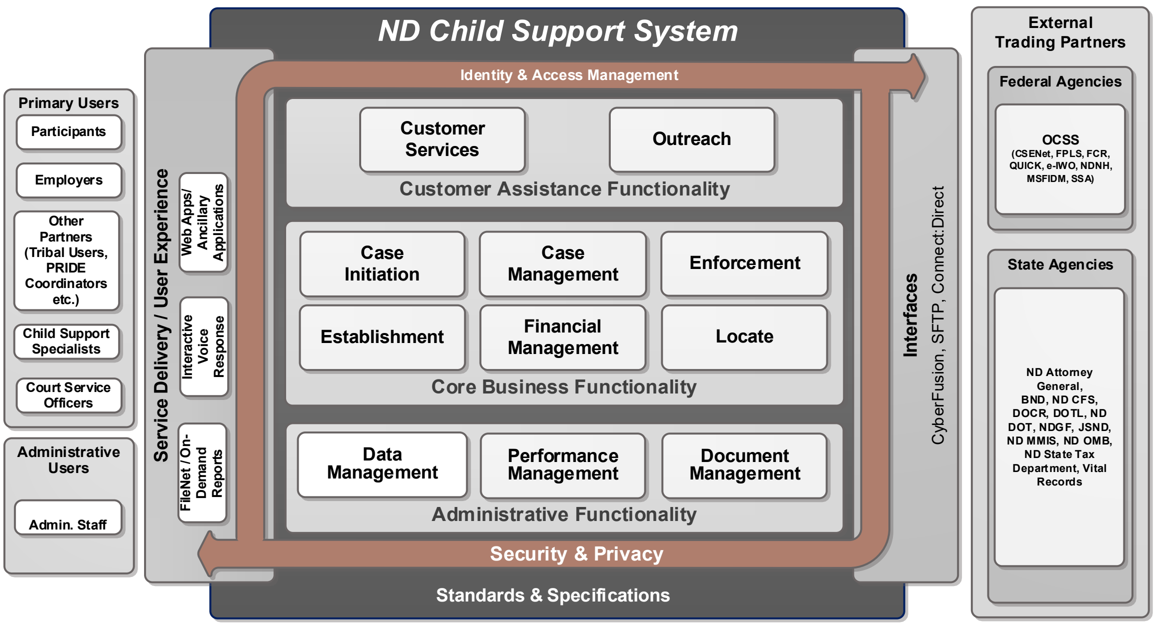

Figure 5: ND Child Support Reference Architecture

The table below lists the major software products used by FACSES in the ND child support system ecosystem.

Software Name	Vendor
ADABAS	Software AG
Adobe	Adobe
DB2	IBM
Eclipse	IBM
Enterprise COBOL	IBM
FileNet Content Manager	IBM
FileNet Workflow	IBM
HyperText Markup Language (HTML) 5	N/A
Java	Oracle

Software Name	Vendor
JavaScript	N/A
Job Control Language (JCL)	IBM
LDAP Active Directory	Open Source
MirrorImage	Jaguar
Natural	IBM
Office 365	Microsoft
OnDemand	IBM
Operation, Planning, and Control (OPC) scheduler	IBM
Oracle Database	Oracle
Planet Press	Pitney Bowes
RACF	IBM
UC4 Workload Automation	Oracle
Websphere Application Server	IBM
Windows 10 Enterprise	Microsoft
Z/OS	IBM
FACSES	Natural/COBOL
ILINX Capture	ImageSource
IVR System	ITD and Avaya
RPA Court Document Filings	ITD/Tyler Solutions
SMI (Systems & Methods, Inc.)	SMI

SECTION THREE – SCOPE OF WORK

3.0 SCOPE OF WORK

STATE is soliciting proposals for contractor services to design, develop, and implement a cloud-based, vendor-hosted child support system to be known as NoDaK that meets STATE's specific requirements.

The Offeror's scope of work includes the following major services:

A. Design, develop, and implement a cloud-based, vendor-hosted system with a core component that includes starting-point child support functionality to accelerate the development process, with the ability to modify the starting-point functionality to support STATE's specific requirements. This system can be delivered through a SaaS model or as a custom deployment hosted through a cloud provider's PaaS or IaaS model. The scope of the CSMP encompasses integrating all child support functions into a cohesive NoDaK system that meets federal and STATE requirements and allows ongoing system upgrades and modifications. NoDaK must be a modular design that separates business rules from core programming, streamlines processes, enhances data capture methods, and improves data-sharing capabilities with external entities. The Offeror's proposed system and services must address all STATE and federal requirements as detailed in Attachment A – Scope of Work and comply with federal requirements as defined by OCSE.

B. Establish and execute project management planning and implementation services in alignment with the Project Management Institute's best practices for managing projects as described in its Project Management Body of Knowledge Guide (PMBOK Guide) and CSMP Project Management Office (PMO) plans. The Contractor's management plans designated in the title as "Contractor" must align with STATE processes and tools necessary to manage the design, development, and implementation of NoDaK in coordination with the CSMP PMO. Other project plans are created by STATE and require content from the Contractor specific to their roles and responsibilities in the CSMP.

C. Replace STATE's child support legacy system, comprised of the mainframe-based FACSES, multiple ancillary systems, and potentially the FileNet document management system, with NoDaK.

D. Conduct project performance status reporting and metrics on a bi-weekly reporting cadence. At a minimum, reports must convey the status of application design and development, functional gaps in the target system, data conversion, interfaces, testing (including UAT), training, schedule management, resource changes, operational readiness progress, and maintenance and operations performance.

E. Conduct project requirements planning and implementation services for requirements analysis, detailed requirements definition, creation of other requirements-related documentation (e.g., user stories or use cases), and requirements traceability through user testing, including the tools and software needed to manage the work.

F. Conduct project planning and execution services including identifying and defining Contractor and STATE roles and responsibilities for system development life cycle (SDLC) configuration, development, testing, and implementation processes. Services must include planning and scheduling the replacement of all in-scope applications, including dependencies through full implementation, and keeping data in sync throughout the project between replacement modules and legacy applications while preserving data integrity. Services must also identify all reports and queries, and associated schedules through full implementation.

G. Execute project planning and design services needed to develop a comprehensive system architecture that aligns with federal and STATE standards.

H. Conduct CSMP implementation services using the Contractor's chosen methodology and identifying roles and responsibilities of key project stakeholders.

I. Conduct OCM planning and implementation services needed to ensure users are prepared to use NoDaK and ensure effective adoption by stakeholders. OCM activities are led by STATE with an expectation that the Contractor must assess, evaluate, plan, and implement the operational changes that result specific to the implementation of NoDaK.

J. Conduct stakeholder communication and engagement planning and implementation services that engage stakeholders throughout the CSMP to gather input, address concerns, and ensure NoDaK meets their needs and expectations.

K. Conduct security planning, implementation, and monitoring services in collaboration with STATE resources, ensuring all federal and STATE security requirements, controls, policies, and procedures are in place and tested, and roles and responsibilities are defined prior to implementation.

L. Conduct configuration and release management planning and implementation services. These services should document, manage, and maintain changes to ensure NoDaK is consistently and accurately configured across all environments. This includes newly created environments, detailing configuration and release management, and outlining responsibilities for establishing and maintaining each environment.

M. Conduct data conversion planning and implementation services to convert all existing data from FACSES, its ancillary systems, and STATE's previous child support system.

N. Conduct interface planning and implementation services that include the processes, standards, risks, architecture, and a schedule of proposed interfaces. The Offeror must integrate NoDaK with existing systems and data sources for seamless operation while maintaining the integrity and quality of the data as required by federal regulations and STATE data quality requirements and standards. The Offeror must integrate an estimated 48 interfaces (both one-directional and bi-directional), inclusive of a master person database for accurate customer information across agencies. STATE shall provide completed Memorandums of Understanding (MOUs), list of contacts, and the bi-directional data elements.

O. Conduct forms and reports planning and implementation services in collaboration with STATE to create and migrate NDCSS forms and reports to the new or modified document management system and reporting software. STATE estimates 200 to 300 notices and forms will need to be converted to the Enterprise Document Management system (EDMS) and 75 reports need to be created in the reporting software.

P. Conduct STATE and federal report planning and implementation services that document testing and validation procedures and verify federal report requirements are met, and reports are accurate.

Q. Operationalize NoDaK as the system of record for child support services, integrating it with the ND HHS data warehouse to enable comprehensive program reporting in accordance with STATE's data governance model and framework.

R. Conduct and execute the CSMP Master Test Plan including user testing support, interfaces, integration testing, system testing, end-to-end testing, regression testing, performance and load testing, stress testing, and usability testing. Additionally, support activities for UAT should be included. Plans and services must also encompass processes for developing test cases, test metrics, reporting test results, and managing and tracking defects.

S. Conduct CSMP disaster recovery and business continuity planning and testing to ensure detection, adequate response, and recovery from any information security or operations incidents and ensure ongoing project operations if there are continued and sustained levels of unexpected downtime.

T. Conduct CSMP rollout planning and implementation services that define the preparation and planning needed to prepare NDCSS, ITD, and other affected stakeholders for NoDaK implementation.

U. Conduct CSMP staff and stakeholder planning and implementation services to create, schedule, document, and provide virtual training to ensure that staff and stakeholders receive extensive training on system functionality, changes to business processes that result from NoDaK, reporting, document management, forms creation and updates, and management and operations of NoDaK. Offerors must provide training services for initial training, training materials for STATE staff who participate in NoDaK training sessions, and a “Train the Trainer” methodology to prepare STATE staff to deliver the training on an ongoing basis.

V. Conduct CSMP training and knowledge transfer planning and implementation services that provide "hands on" knowledge transfer opportunities as well as virtual training as needed for STATE staff to support a model that shares responsibility for requirements definition, configuration, new forms and updates, and report creation with operations staff that will manage NoDaK.

W. Conduct Project cutover planning and implementation services that cover the activities and processes for the 14 business days prior to NoDaK going live.

X. Establish and execute NoDaK acceptance planning and implementation services that describe the approach to system acceptance, document how NoDaK elements will be validated, and include details on how evidence will be identified, collected, and used to validate the system’s functionality and accuracy. Acceptance planning must be conducted in coordination with the CSMP team.

Y. Conduct NoDaK maintenance and operations planning and implementation services that provide for the ongoing support of NoDaK in accordance with Attachment C Technology Contract Exhibit C Service Level Agreement (SLA) included in this RFP.

Z. Support STATE in preparation for and throughout the federal review and assessment process with all federal and state-specified system requirements including system, functional, non-functional, mandated, and optional specifications.

AA. Conduct a review of all user access roles and hierarchical structures needed for NoDaK and update user access roles to ensure alignment with NoDaK functionality and STATE policy.

BB. Support STATE with certification monitoring, providing and maintaining a certification environment, and assist STATE with creating data sets/scenarios for the onsite demonstrations to OCSE. STATE will communicate with OCSE regarding the Federal Certification review of NoDaK. The Offeror will extend its warranty past the 12-month timeframe if OCSE finds system deficiencies that affect NoDaK’s ability to become a certified system. The extended warranty will end when all the system defects are fixed, the certification letter is received, and no additional defects have been identified. Any child support enforcement system being built must be federally certified in accordance with the latest update to the “Automated Systems for Child Support Enforcement: A Guide for States” from OCSE.

CC. Manage the NoDaK solution using tools that are certified, or capable of being certified, by Tyler Technologies, the North Dakota Court System's eFile vendor, to ensure compatibility and alignment with the court's technology environment.

3.1 APPLICABLE DIRECTIVES

This information technology project is subject to the following:

A. North Dakota Regulations

1. N.D.C.C. § 54-10-28 related to the state auditor's authority to conduct information technology compliance reviews.
2. N.D.C.C. § 54-59 related to the Information Technology Department.
3. N.D.C.C. §§ 54-35-15.2, 54-35-15.3, and 54-35-15.4 related reporting to and review by the Legislative Council Information Technology Committee.

B. Federal Regulations

1. CFR Title 21 §§ 1308.11 - 1308.15, which are related to a drug free workplace and controlled substance schedules I through V of section 202 of the Controlled Substances Act, 21 U.S.C § 812.

2. CFR Title 28 Part 35, Title II, Subtitle A Title Americans with Disabilities Act, which is related to compliance with the ADA act.

   This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

3. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (37 CFR PART 401)

   The act allows a university, small business, or non-profit institution to pursue ownership of an invention before the government.

4. 45 CFR Part 95, This part of the CFR provides information about the APD process by which states obtain approval for Federal Financial Participation (FFP) for the costs of acquiring automated data-processing equipment and services).

5. 45 CFR Part 95 Subpart F, this subpart describes the conditions under which the Department of Health and Human Services will approve FFP at the applicable rates for the costs of automated data processing incurred under an approved state plan for titles IV-B, IV-D, IV-E, XIX, or XXI of the Social Security Act.

6. 45 CFR 95.613 Procurement standards.

   General. Procurements of Advanced Data Processing (ADP) equipment and services are subject to the procurement standards prescribed by part 75 2 CFR parts 200 and 300 regardless of any conditions for prior approval. ACF Retains the authority to provide greater oversight, including requiring a state to comply with § 75.328, if the Department determines that the State procurement process is an impediment to competition that could substantially impact project cost or risk of failure.

   Those standards, as well as the requirement for prior approval, apply to ADP services and equipment acquired by a State or local agency, and the ADP services and equipment acquired by a State or local Central Data Processing facility primarily to support the Social Security Act programs covered by this subpart. Service agreements are exempt from these procurement standards.

7. 45 CFR 95.627(c), Contents of waiver request. The State's request for approval of an alternative approach or waiver of a requirement in this chapter must demonstrate why meeting the condition is unnecessary, diminishes the State's ability to meet program requirements, or that the alternative approach leads to a more efficient, economical, and effective

administration of the programs for which federal financial participation is provided, benefiting both the State and Federal governments.

8. 45 CFR § 95.615, which are related to records inspection by United States Health and Human Services Department.
9. 45 CFR § 307, which addresses the requirement for computerized support enforcement systems and details regarding approval of FFP for system modernization.

In addition, agencies must include federal contract requirements in all procurement documents funded with FFP in support of the programs identified in the regulations at 45 CFR Part 95 Subpart F (see 45 CFR 1355.55). Agencies conducting procurements supported by FFP must also validate that the procurement process and applicable documents include required federal provisions. When reviewing procurement documents to determine if prior approval can be issued or if approval conditions will apply, the agency considers:

1. Software and ownership rights: The contract must require Contractors to comply with regulations at 45 CFR 95.617—Software and Ownership Rights, in which the federal government reserves a royalty-free, nonexclusive, and irrevocable license to the software, modifications, and documentation produced with FFP.

   SOFTWARE AND OWNERSHIP RIGHTS (45 CFR 95.617)

   (a) General. The State or local government must include a clause in all procurement instruments that provides that the State or local government will have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under this subpart.

   (b) Federal license. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications, and documentation.

   (c) Proprietary software. Proprietary operating/vendor software packages which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions in paragraphs (a) and (b) of this section. FFP is not available for proprietary applications software developed specifically for the public assistance programs covered under this subpart

2. Access to systems and records: STATE's contract must allow ACF access to the system in all aspects, including agency staff, design, developments, operation, and cost records of the Contractor and subcontractors for periodic reviews as described at 45 CFR 95.615—Access to Systems and Records.

   ACCESS TO SYSTEMS AND RECORDS (45 CFR 95.615)

   The State agency must allow the Department access to the system in all of its aspects, including pertinent state staff, design developments, operation, and cost records of contractors and subcontractors at such intervals as are deemed necessary by the Department to determine whether the conditions for approval are being met and to determine the efficiency, economy and effectiveness of the system.

3. The Uniform Guidance at 2 CFR § 200.317–Procurements by states and Appendix II to 2 CFR Part 200–Contract Provisions for Non-Federal Entity Contracts Under Federal Awards provides additional guidance. To convey the requirements to contractors and to ensure flow-down of the requirements to subcontractors, agencies must include in procurement documents the requirements of 2 CFR 200.321–Contracting with small and

minority businesses, women's business enterprises, and labor surplus area firms and 2 CFR § 200.216—Prohibition on certain telecommunications and video surveillance services or equipment.

4. 45 CFS Part 75 Appendix II C-Equal Employment Opportunity

   Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR part 60.

   EQUAL EMPLOYMENT OPPORTUNITY ACT:

   Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR part 60.

5. Department of Labor regulations (29 CFR Part 3)
6. SUSPENSION AND DEBARMENT (Executive Order 12549 (1986), Executive Order 12689 (1989), 2 C.F.R. Part 3000

   Debarment and Suspension (Executive Orders 12549 and 12689. (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

7. Non-Discrimination on the Basis of Disability in State and Local Government Services (28 CFR Part 35, Title II, Subtitle A).

3.2 LAWS IMPACTING MAJOR INFORMATION TECHNOLOGY PROJECTS

North Dakota Laws

This IT Project is a major information technology project subject to the following state of North Dakota laws:

N.D.C.C. § 54-59-23. Information technology projects – Reports.

1. An executive, legislative, or judicial branch agency, except for institutions under the control of the state board of higher education, shall report to the Information Technology Department before September 1st of each even-numbered year regarding the plan for and status of any information technology project that is estimated to cost more than five hundred thousand dollars.
2. During the life of the project, the agency shall notify the Information Technology Department if:
   a. At a project milestone, the amount expended on project costs exceeds the planned budget for that milestone by twenty percent or more; or
   b. At a project milestone, the project schedule extends beyond the planned schedule to attain that milestone by twenty percent or more.
3. A report under subsection 2 must specify corrective measures being undertaken to address any cost or time of completion issue. If the agency has not taken adequate corrective measures

within ninety days after the report, the agency shall submit a report to the legislative management's information technology committee regarding the project.

4. Upon completion of the project, the agency shall notify the Information Technology Department if:
    a. The budget for the project exceeded the original budget by twenty percent or more; or
    b. The final project completion date extended beyond the original project scheduled completion date by twenty percent or more.

N.D.C.C § 54-59-32. Major information technology projects – Oversight.

1. An executive branch state agency, excluding institutions under the control of the state board of higher education, proposing to conduct a major information technology project, the department, and the office of management and budget, in consultation with the attorney general, shall collaborate on the procurement, contract negotiation, and contract administration of the project. The agency, the department, and the office of management and budget, in consultation with the attorney general, shall approve the solicitation, contract, or agreement, and any amendments relating to the project before submission to the oversight committee as provided in subsection 3.
2. The procurement officer and primary project manager for a major information technology project must meet the qualifications established by the department and the office of management and budget.
3. An oversight committee must be appointed to oversee a major information technology project. The chief information officer shall appoint a chairman of the committee. The oversight committee may include the director of the office of management and budget or a designee of the director, the chief information officer or a designee of the officer, the head of the agency contracting for the project or a designee, the project sponsor, and a large project oversight analyst designated by the chief information officer. The oversight committee shall monitor the overall status of the project and make recommendations to the head of the agency contracting for the project or a designee, and the project sponsor, regarding project decisions, negotiation and execution of contracts, approval of project budgets, implementation of project schedules, assessment of project quality, and consideration of scope changes.
4. An agreement or contract, including an amendment, revision, or scope change, for a major information technology project may not be entered unless signed by the head of the contracting agency or a designee and the chief information officer or a designee of the officer.

Federal Laws

The following provisions, as applicable, are incorporated into the RFP and Contract:

1. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT:

    The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain A10.2 a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II)

2. The Copeland “Anti-Kickback” Act (40 U.S.C. 3145)

    The Copeland "Anti-kickback" Act (40 U.S.C. 3145) prohibits a federal building contractor or subcontractor from inducing an employee into giving up any part of the compensation that he or she is entitled to under the terms of his or her employment contract.

    Department of Labor regulations (29 CFR Part 3) applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States.

3. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

   This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over $10,000.

4. The Davis-Bacon Act (40 U.S.C. 3141-3148)

   The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

   The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

   For prime contracts in excess of $100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701)

   Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). The combined total value of the master agreement and its addenda may exceed $100,000. If the Party employs mechanics or laborers for this work, it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) regarding computation of wages, payment of overtime, and working conditions.

3.3 INFORMATION TECHNOLOGY SOLUTION

Review the referenced tabs below to ensure they match the Scope of Work file. STATE has developed Information Technology Solution in Attachment A - Scope of Work listed in the tabs labeled 3.3 IT Solution to describe the specifications for the proposed solution.

3.4 ENTERPRISE SPECIFICATIONS

STATE has developed Enterprise Specifications in Attachment A - Scope of Work listed in the tab labeled 3.4 Enterprise Specs to describe the enterprise specifications for the proposed solution.

3.5 PRODUCT SUPPORT

STATE has developed Product Support specifications in Attachment A - Scope of Work listed in the tab labeled 3.5 Prod Support to describe the specifications for the proposed solution.

3.6 EXPERIENCE AND QUALIFICATIONS

STATE has developed Experience and Qualifications specifications in Attachment A - Scope of Work listed in the tab labeled 3.6 Offeror Exp & Qual to describe the specifications for the proposed solution.

SECTION FOUR – PROPOSAL

4.0 PROPOSAL PREPARATION

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

Each proposal will include a Technical Proposal and a Cost Proposal prepared in accordance with these instructions. The Technical Proposal and a Cost Proposal must be submitted as separate documents, clearly labeled with the name of the Offeror, and marked "Technical Proposal" and "Cost Proposal." Costs must not be revealed in the Technical Proposal. Options may be discussed in the technical proposal, but all cost information must be in the Cost Proposal only. DO NOT submit documents that are embedded into proposal documents or that contain links to documents on an external website.

Offerors MUST be registered in NDBuys to submit a proposal.

If you are not yet registered in NDBuys, complete the bidders list registration. See NDBuys Quick Reference Guides at https://www.omb.nd.gov/doing-business-state/bidders/bidders-list-registration-and-maintenance for how to register.

Once registered, locate the solicitation in NDBuys and select the "Participate in RFx" button. If you do not see the "Participate in RFx" button, contact the Procurement Officer to confirm you are already included in the list of offerors to receive notices for the solicitation.

4.1 PROPOSAL SUBMISSION INSTRUCTIONS

UPLOAD RESPONSE THROUGH THE STATE PROCUREMENT ONLINE SYSTEM (NDBuys):
Offeror must electronically submit proposals through the State's procurement information system (NDBuys) by the Solicitation Closing deadline.

https://public.ndbuys.nd.gov/

DO NOT WAIT UNTIL THE "LAST MINUTE" TO SUBMIT A RESPONSE. We recommend uploading your response 24 hours prior to the Solicitation Closing deadline.

Offeror must begin the electronic submission process well in advance of the Solicitation Closing deadline to allow for transmission and resolution of any technical difficulties. STATE is not responsible for an Offeror's failure to timely submit a proposal due to any technical difficulties. If you experience any technical difficulties, contact the Procurement Officer or the State Procurement Office at ndbuys@nd.gov or 701-328-2740.

If documents are in the process of being uploaded when the Solicitation Closing deadline occurs, the upload process will stop. The attempted submission will not be uploaded successfully and is ineligible for consideration. STATE takes no responsibility for electronic submissions that are captured, blocked, filtered, quarantined, or otherwise prevented from uploading by any anti-virus or other security software.

Visit https://www.omb.nd.gov/doing-business-state/bidders/bidding-opportunities-and-resources for the NDBuys Quick Reference Guides which describe how to submit an electronic response.

Offeror must upload their Technical Proposal and Cost Proposal in separate files.

The maximum file size allowed is 56MB or 56,120 KB per file.

DO NOT submit documents that are embedded (zip files), movies, wmp, encrypted, or mp3 files.

Offeror will be able to confirm that a response has been submitted by reviewing the History tab of the solicitation and confirming that proposal status is submitted. If Offeror DOES NOT see that it has been submitted, the upload was NOT successful. Contact supplier support at +1 (701) 540 9648 or support-northdakota@ivalua.com.

4.2 PROPOSAL FORMAT

Prepare the technical proposal and cost proposal in accordance with these instructions. Each file must be submitted as separate documents, clearly labeled with the name of the Offeror and marked "Technical Proposal" and "Cost Proposal".

Technical Proposal – Format the proposal with the following labeled sections (see Section 4.3 below):

Section 1 – Cover Letter
Section 2 – RFP Amendments
Section 3 – Contract Provisions
Section 4 – Open Records and Confidentiality
Section 5 – Supporting Documentation

Do not embed files in the document.

Sections 1-5 should not exceed 250 pages. This page limit is inclusive of all appendices and supporting materials. Proposals in which Sections 1-5 are longer than 250 pages will be rejected. Attachment A Scope of Work and Attachment B Cost Proposal will not count against the page limitation total.

Attachment A Scope of Work Response (Excel) – Format this attachment following the RFP instructions below in Section 4.4.

Cost Proposal – The Cost Proposal must be a separate document. Format the cost proposal following the RFP instructions below in Section 4.5.

4.3 TECHNICAL PROPOSAL

Section 1 – Cover Letter

Proposals shall include a cover letter signed by an individual with authority to bind the offeror 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 STATE.
4. A statement indicating whether the offeror or its employees or subcontractors working on the contract have an apparent or actual conflict of interest. (Offerors are instructed to review the "Conflict of Interest" provisions in the RFP Section 1 "Instructions.")

Section 2 – RFP Amendments

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

Section 3 – Contract Provisions

A. CONTRACT

Offeror shall review Technology Contract – Attachment C.

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

Offerors are not to submit their own standard terms and conditions with their proposals. Offeror should address the specific language in the attached contract and submit any proposed changes or incorporate additional terms and conditions an offeror seeks to present for consideration by STATE. Offerors are instructed to not include cost information in the Technology Contract.

B. PROPOSED ADDITIONAL TERMS

If the proposal includes any proposed additional stand-alone Terms and Conditions, such as software licensing agreement, maintenance agreement, or third-party agreement, these agreements must be included in the proposal.

Section 4 – 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. § 54-44.4-10(2). After award, proposals are subject to the North Dakota open records laws. Proposals or portions of proposals may be confidential only if specifically stated in law.

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

Offeror must provide one of the following in their proposal:

- Provide a statement indicating that their proposal does not contain any confidential information; or
- Make a written request to hold confidential any trade secrets and other proprietary data contained in its proposal. Offeror must clearly identify the material considered confidential and explain why the material is confidential. See the North Dakota Office of the Attorney General website for additional information. https://www.legis.nd.gov/cencode/t44c04.pdf and https://attorneygeneral.nd.gov/open-records-meetings

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

Section 5 – Supporting Documentation

Include any supporting documentation, such as attachments to your proposal response, other documents, samples, etc. in this section.

4.4 ATTACHMENT A – SCOPE OF WORK RESPONSE

Offerors must provide a full response to each item number without cross referencing other sections of the proposal. Offerors must use the table format and maintain numbering provided by STATE to respond to each item number. Any additional information, attachments, documents, or samples must be clearly referenced where they can be found in the response identifying the applicable item number.

Be sure to complete each Tab listed below within the Excel file.

1) 3.3 IT Solution Tab - General
2) 3.3 IT Solution Tab - Functional
3) 3.3 IT Solution Tab - Technical
4) 3.3 IT Solution Tab - Operational
5) 3.3 IT Solution Tab - OCSE Requirements
6) 3.4 Enterprise Specs Tab
7) 3.5 Prod Support Tab
8) 3.6 Exp and Qual Tab

4.5 COST PROPOSAL

Cost proposals must be submitted electronically in a separate file (Excel is preferred) from the technical proposal through NDBuys, refer to Section 4.1 for instructions.

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 implementation costs, post-implementation 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.

Offeror must provide a firm price for the requested number of years in the Cost Proposal attachment. If selected, all the pricing submitted either in the Cost Proposal or any Best and Final Offer Cost proposal will be added to any resulting contract.

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.

Offeror must complete the Cost Proposal – Attachment B and submit in Excel format.

SECTION FIVE – PROPOSAL EVALUATION

5.0 AWARD

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

5.1 RESPONSIVENESS

All proposals will be evaluated to determine if they are responsive to the requirements of the solicitation. STATE may waive minor informalities in accordance with N.D.A.C. chapter 4-12-10. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from RFP documents, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other offerors.

Responsive proposals will be evaluated by the Procurement Officer or evaluation committee using the evaluation criteria stated in the RFP.

5.2 RESPONSIBILITY

STATE, at any time, may make a supplementary investigation as to the responsibility of any offeror in accordance with N.D.A.C. § 4-12-11-04. This investigation may include financial responsibility, performance record, or other matters related to the offeror's probable ability to deliver if a contract is awarded to the offeror. STATE may 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 EVALUATION CRITERIA

Proposals will be evaluated using a 100 point scale. The evaluation committee will award points based on the questions in Attachment A - Scope of Work listed in the tab labeled 5.3 Proposal Eval Worksheet. The technical proposal 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 STATE, including discussions with offerors, demonstrations, presentations, site visits, reference checks, and best and final offers.

The evaluation criteria and relative weight is as follows:

Technical Proposal Evaluation:70 Points

A. IT Solution – 35 Points
B. Enterprise Specifications - 10 Points
C. Product Support –10 Points
D. Experience and Qualifications –15 Points

Cost Proposal Evaluation: 30 Points

Preference Laws: Any applicable preference laws will be applied. For more information, refer to the Guidelines to Preference Laws.

5.4 COST PROPOSAL EVALUATIONS

STATE will calculate evaluation points awarded to cost proposals. Any prompt payment discount terms proposed by the offeror will not be considered in evaluating cost.

The reciprocal preference law, N.D.C.C. § 44-08-01, was repealed effective August 1, 2023.

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

If the offeror is proposing a solution for which STATE has an enterprise license agreement, STATE may utilize the enterprise license agreement pricing in the cost point evaluation. If the offeror is awarded, STATE, at its sole discretion, may:

- give offeror the opportunity to match the pricing and licensing terms of STATE’s existing enterprise license agreement, or
- purchase licensing using its existing enterprise license agreement and deduct the actual cost of licensing from offeror’s total cost in the resulting contract.

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:

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

5.5 CLARIFICATIONS OF PROPOSALS – DISCUSSIONS

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 STATE.

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.

5.6 RIGHT OF REJECTION

STATE may 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. STATE may refrain from making an award if determined to be in STATE’s best interest.

5.7 DEMONSTRATIONS OR ON-SITE VISITS

After the initial evaluation, STATE shall determine which proposals are reasonably susceptible for award. The evaluation process may be shortlisted to top scoring offerors who will be required to provide a demonstration for the evaluation committee.

STATE will contact offerors to confirm the schedule and provide a description of what will be expected and the amount of time allowed.

Location: Internet-based conferences will be scheduled to conduct these demonstrations.

Schedule: Refer to RFP section 1.1 “RFP Schedule”

On-site visit.

No on-site visits to the offeror’s facility or offeror’s customers will be conducted.

5.8 THIRD-PARTY SECURITY QUESTIONNAIRE

The TPRM program helps to classify, evaluate, and monitor all third-party Vendors to provide reasonable assurance that inherent and overall risk associated with each third-party Vendor relationship is understood and aligned to the overall security objectives of STATE.

STATE will accept certification of the Offeror's solution (not the 3rd party hosting environment) via FedRAMP, HITRUST, or StateRAMP in lieu of completing the Third-Party Security Questionnaire (TPSQ). STATE may have questions for these certified Offerors.

Offeror(s) whose proposals receive the highest scores and are reasonably susceptible for award, and do not hold the certifications listed above, will be required to complete the TPSQ. The TPSQ is a series of questions, filled out by the Offeror and any related personnel. The TPSQ assesses the Offeror security controls to determine if they are sufficient or pose any risk to STATE.

After review of the Offeror TPSQ response, the Procurement Officer will be notified of all risks identified during the review of the security survey.

Offerors may be given the opportunity to remediate identified risks. Any costs associated with the remediation may be included in the Offeror total proposed cost if STATE requests a Best and Final Offer and will become part of the cost evaluation.

If an Offeror will not or cannot remediate identified risks, the Agency Head or Designee may choose to accept ownership of the risk.

After award, the results of the TPSQ will be made available to the Offeror upon request and are otherwise a confidential document.

5.9 BEST AND FINAL OFFERS

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

If STATE determines there is a need for any additional information, substantial clarification or changes to the RFP or proposals, STATE may request 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, STATE shall consider its original proposal as its best and final offer.

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

5.10 FINANCIALS

1. STATE reserves the right to require financial information in such a manner that STATE can reasonably formulate a determination about the stability and financial strength of the organization. STATE may request reports on financial stability from independent financial rating services to further substantiate stability to include audited financial statements for the most recent 3 years;
2. An Annual Report as verification of financial status provided it contains at a minimum a Compiled Income Statement and Balance Sheet verified by a Certified Public Accounting firm (STATE reserves the right to contact the accounting firm if questions arise); or
3. Tax returns and financial statements including income statements and balance sheets for the most recent 3 years, and any available credit reports.

STATE may also require Offeror to disclose any and all judgments, pending or expected litigation, or other real potential financial reversals, which might materially affect the viability or stability of the offeror's organization; or certify that no such condition is known to exist.

5.11 TIE PROPOSALS

N.D.C.C. § 54-44.4-05.1 requires if two or more proposals contain identical pricing or receive identical evaluation scores, preference must be given to a resident North Dakota bidder, seller, vendor, offeror, or contractor as defined in N.D.C.C. § 44-08-02. If the tie is not resolved by application of this law, N.D.A.C. § 4-12-11-05 will be applied.

5.12 NEGOTIATIONS

Contract negotiations will be conducted in accordance with N.D.A.C. § 4-12-12. STATE may enter into negotiations with one or more offeror whose proposals received the highest scores and are reasonably susceptible for award. During negotiations, STATE and offeror may agree to alter or otherwise change the terms and conditions of the proposed contract. Negotiation, if held, will be within the scope of the RFP.

Each offeror will be responsible for all costs it incurs as a result of negotiations, including any travel and per diem expenses.

Contract negotiations will be conducted primarily by email, conference calls, or internet-based conference. Any on-site negotiation, if needed, will be held in Bismarck, ND.

STATE may terminate negotiations, reject a proposal as nonresponsive, or 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 STATE, or
- indicates that it cannot perform the contract within the budgeted funds.

In accordance with N.D.C.C. § 54-44.4-13.1, STATE and CONTRACTOR may negotiate payment terms for all commodities and services procured. If a date for payment is not specified in this Contract, payment must be made pursuant to section 13-01.1-01.

5.13 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 STATE sign the contract.

5.14 CONTRACT APPROVAL

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

5.15 EVALUATION DEBRIEF

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

SECTION SIX – CONTRACT INFORMATION

6.0 NORTH DAKOTA CONTRACTUAL REQUIREMENTS – BACKGROUND

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

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

6.1 STATE CONTRACT TERMS AND CONDITIONS – OFFEROR'S PROPOSED CHANGES

STATE intends to execute a contract substantially similar to the Technology Contract – Attachment C The contractor must comply with the terms and conditions set forth in attached contract. North Dakota procurement statutes, rules, and policies allow some negotiation of the terms and conditions. No changes to the terms and conditions will be permitted without prior written approval from STATE.

Pursuant to N.D.A.C. § 4-12-11-06, proposals subject to conditions imposed by the offeror may be rejected as nonresponsive, as determined by STATE.

Proposed terms and conditions that conflict with those contained in the attached contract or that diminish STATE's rights under the contract shall be considered null and void. The terms and conditions in the attached contract shall prevail if 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.

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

6.2 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

A. PREPAYMENT

STATE may not prepay for services or goods under a contract. This means STATE may not pay for services or goods not received and accepted by STATE. Unique circumstances may allow for payment "up front" such as subscription services or certain licensing fees so long as the service or licensed product is available and provided at the time of payment and is capable of being used for its intended purpose under the contract. STATE will not pay up front for licensing fees for a product that will include deliverables, acceptance testing, and final acceptable. For the avoidance of doubt, if the licensed product requires customization, STATE will not pay up front for the license(s).

B. 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. STATE shall not be deemed to have accepted any alteration of these provisions without prior written approval to offeror from STATE acting in consultation with the North Dakota Risk Management Division.

Indemnification

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

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

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

Do not ask STATE to indemnify you against third party claims because it is a contractual obligation to which STATE cannot agree.

While STATE may limit the liability of a contractor in claims between STATE and the contractor, STATE does not have authority to limit a contractor’s liability for claims brought by a third party. If a contract contains a limitation of liability clause, the contract’s Indemnification clause and obligation of the contractor cannot be subject to that limitation of liability clause. *See below for Limitation of Liability.*

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 STATE, in consultation with the North Dakota Risk Management Division. The successful offeror’s failure to provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

C. LIMITATION OF LIABILITY

STATE may negotiate Limitation of Liability pursuant to N.D.C.C. § 32-12.2-15 “Contracts limiting liability to the state”.

Notwithstanding any provision in N.D.C.C. ch. 32-12.2 to the contrary, an agency may agree to limit the liability of a contractor to the state if:

1. The contract type meets the criteria of N.D.C.C. § 32-12.2-15(1);
2. the agency determines such services or products cannot be effectively obtained without such limitation;
3. the limitation does not pose any significant risk of loss to the state; and
4. the limitation is in the best interests of the state.

The agency, in consultation with the OMB and the attorney general's office, shall prepare a written documentation before agreeing to any liability limitation.

An agency's authority to agree to a limitation of liability is limited to contracts for the purchase or lease of, or services related to, software, communication, electronic equipment, and economic forecasting.

1. An agency may limit its ability to recover indirect consequential damages.
2. If the extent of potential direct loss is unknown, an agency may agree to limit direct damages to a reasonably estimated amount commensurate with the foreseeable risk of loss to the state. The amount must be equal to twice the total value of the contract, unless all parties to the contract agree to an alternative amount. Any agreed upon amount that is less than twice the value of the contract must be approved by the director of the OMB. The liquidated damages and retainage provisions for delay, missed deadlines, and other breaches are not subject to a general limitation on direct or indirect damages authorized under N.D.C.C. § 32-12.2-15.
3. A contract under N.D.C.C. § 32-12.2-15 may not limit any loss to the state resulting from fraud or other intentional or willful misconduct, breach of confidentiality obligations, or loss resulting from tangible property damage or personal injury.

D. WAIVERS OF JURISDICTION AND VENUE; ALTERNATIVE DISPUTE RESOLUTION

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

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

E. CONFIDENTIALITY

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

F. UNLIQUIDATED EXPENSES (I.E., ATTORNEY'S FEES, ADD-ONS, COST INCREASES)

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

6.3 SCOPE OF WORK

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

6.4 CONTRACT TERM

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

6.5 COMPENSATION

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

6.6 LIQUIDATED DAMAGES

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