

EXECUTIVE SEARCH COMMITTEE MEETING
Thursday, December 5, 2024 – 9:00 AM
Virtual Only
[Click here to join the meeting](#)

AGENDA

- I. Call to Order and Approval of Agenda (*Committee Action*)
- II. Election of Chair (*Committee Action*) (5 min)
- III. Interim Executive Director Selection Process (*Committee Action*) (20 min)
- IV. Permanent Executive Director Selection Process (*Committee Action*) (20 min)
- V. Next Meeting (*Committee Action*) (5 min)
- VI. Adjournment (*Committee Action*)

MEMORANDUM

TO: SIB Executive Search Committee
FROM: Jan Murtha, Executive Director
DATE: December 4, 2024
RE: Staff Recommendations

I. Election of Chair

Board Policy Section II.E. allows for the creation of ad hoc committees to address needs of the board. At the November 22, 2024, SIB meeting an ad hoc executive search committee was created and members appointed. The committee is tasked with making recommendations for an interim executive direction and recommendations for the executive search process to fill the executive director position permanently. Election of a committee chair is appropriate.

Committee Action Requested: Elect Committee Chair.

II. Interim Executive Director Selection Process

The SIB may appoint an interim Executive Director from internal or external candidates to the organization. The SIB has leveraged both options in the past.

SIB Governance Manual Section VIII. Bylaws, Chapter 3, Section 3-4 states:

Section 3-4. Executive Director. An Executive Director will be retained by the SIB. The Executive Director will serve at the SIB's pleasure, be responsible for keeping the records of the SIB and TFFR Board actions and perform such duties as the SIB prescribes. The Executive Director will make out and give out all notices required to be given by law, procedures, or rules and regulations of the two boards.

The following recommendation was developed in consultation with HRMS. I recommend the committee consider inviting RIO team members who are interested in the Interim Executive Director position to submit a letter of interest.

The committee could also choose to consider external candidates. A representative from HRMS will be available at the meeting to provide guidance regarding the appropriate process for consideration of external candidates.

Committee Action Requested. Discuss and define process for consideration of candidates for the Interim Executive Director position.

III. Permanent Executive Director Selection Process

A. Summary of Prior Search Efforts

1) 2010 ED/CIO Search: The Board took the following actions:

- Created an Executive Search Committee.
- Issued an RFP for a Consultant - executive search firm.
- Firm retained.
- Retained a new ED/CIO in December 2010.
- Interim duration April to December 2010 (approx. 7 months).
- AUM approximately \$4 billion.

2) 2012 ED/CIO Search: The Board took the following actions:

- Created an Executive Search Committee.
- Posted the position within the State system.
- While receiving more than 100 applications, the search committee determined the majority of applications did not meet the minimum qualifications of the position, and the remaining applicant pool lacked sufficient experience to pursue.
- Subsequent to closing the position posting, an RFP for a Consultant search firm was issued.
- Firm retained.
- Retained a new ED/CIO in December 2013
- Interim duration May 2012 to December 2013 (approx. 18 months).
- AUM approximately \$8 billion.

3) 2021 CIO Search: The Board took the following actions:

- Created an Executive Search Committee.
- Issued an RFP for a Consultant - executive search firm.
- Firm retained.
- Retained a new CIO in January 2022.
- Interim duration June to December 2022 (approx. 6 months).
- AUM approximately \$19 billion.

B. Executive Search Method

The two primary options for an executive search are:

- 1) Hiring an Executive Search firm to assist with the candidate search; or
- 2) Posting the position.

Please note that the executive search firm option does not foreclose the ability of an individual to apply for the position, rather applications will be routed through the consultant.

C. Staff Recommendation

Staff recommends retaining a consultant to assist the Board with the ED search. This recommendation is based on the following considerations:

- Current Assets under management exceed \$23 billion; an executive search firm will have enhanced access to potential candidates with the qualifications and experience needed to oversee and continue to lead an organization of this size and complexity.
- Use of an executive search firm in 2010, 2012, and 2021 searches resulted in a swift and successful candidate placement.
- Use of a posting alone in 2012 failed to produce sufficiently qualified candidates and prolonged the interim period.

D. Consultant Search RFP Development and Issuance Options

In the event the Committee recommends and the SIB elects to proceed with retention of a consultant, the Board may:

- 1) At a Special Board meeting - Authorize RIO staff to work with the committee to issue an RFP for consultant services or leverage the newly created executive search firm pool by OMB and select the successful firm. A draft RFP with a suggested scope of service is included for your reference.
- 2) Retain full Board authority for RFP development and issuance.

Committee Action Requested. Discuss and define process for consideration of candidates for the permanent Executive Director position.

STATE OF NORTH DAKOTA

ND Retirement and Investment Office
1600 E Century Ave, Ste 3
P.O. Box 7100
Bismarck, ND 58507-7100

REQUEST FOR PROPOSAL (RFP)

RFP Title: Executive Recruitment Services

RFP Number: [Insert number](#)

Issued: [Insert month, day, year](#)

TABLE OF CONTENTS

SECTION ONE – INSTRUCTIONS	4
1.1 PURPOSE OF RFP	4
1.2 PROCUREMENT OFFICER CONTACT INFORMATION	4
1.3 DEFINITIONS	4
1.4 RFP SCHEDULE	4
1.5 ASSISTANCE TO INDIVIDUALS WITH A DISABILITY	5
1.6 SECRETARY OF STATE REGISTRATION REQUIREMENTS	5
1.7 BIDDERS LIST REGISTRATION	5
1.8 STATE PROCUREMENT WEBSITE (SPO ONLINE)	6
1.9 AMENDMENTS TO THE RFP	6
1.10 DEADLINE FOR QUESTIONS AND OBJECTIONS	6
1.11 PREPROPOSAL CONFERENCE OR SITE INSPECTION	6
1.12 OFFER HELD FIRM	6
1.13 OFFEROR RESPONSIBLE FOR COSTS	6
1.14 TAXES.....	6
1.15 F.O.B. POINT AND FREIGHT	ERROR! BOOKMARK NOT DEFINED.
1.16 PROPOSAL RECEIPT DEADLINE – LATE PROPOSALS REJECTED	7
1.17 PROPOSAL OPENING	7
1.18 AMENDMENT AND WITHDRAWAL OF PROPOSALS	7
1.19 NEWS RELEASES	7
1.20 CONFLICT OF INTEREST	7
1.21 ATTEMPT TO INFLUENCE PROHIBITED	8
1.22 COLLUSION PROHIBITED	8
1.23 PROTEST AND APPEAL	8
1.24 SPECIFICATIONS PREPARED BY NON-STATE PERSONNEL	8
1.25 SUPPLIER REGISTRATION (PAYEE).....	8
SECTION TWO – BACKGROUND	9
2.1 BACKGROUND INFORMATION	9
2.2 BUDGET	10
SECTION THREE – SCOPE OF WORK.....	11
3.1 SCOPE OF WORK	11
3.2 APPLICABLE DIRECTIVES	12
3.3 REQUIREMENTS	12
A. DELIVERABLES.....	12
B. LOCATION OF WORK/TRAVEL	12
C. STATE-FURNISHED PROPERTY/SERVICES	12
D. RISK MANAGEMENT.....	12
E. TECHNICAL EXHIBITS	Error! Bookmark not defined.
F. PROJECT MANAGEMENT PLAN	12
G. CONTRACT TERM, SCHEDULE, AND DELIVERABLES	13
3.4 EXPERIENCE AND QUALIFICATIONS	13
A. Minimum Qualifications.....	13
B. Experience.....	Error! Bookmark not defined.
C. Background Check	Error! Bookmark not defined.
SECTION FOUR – PROPOSAL INSTRUCTIONS.....	14
4.1 PROPOSAL PREPARATION	14
4.2 PROPOSAL SUBMISSION INSTRUCTIONS.....	14
4.3 PROPOSAL FORMAT.....	15
4.4 TECHNICAL PROPOSAL.....	15
4.5 COST PROPOSAL	18
4.6 SAMPLES	ERROR! BOOKMARK NOT DEFINED.
4.7 BONDS.....	ERROR! BOOKMARK NOT DEFINED.
SECTION FIVE – AWARD AND PROPOSAL EVALUATION	20

5.1	AWARD	20
5.2	RESPONSIVENESS	20
5.3	RESPONSIBILITY – SUPPLEMENTARY INVESTIGATION	20
5.4	EVALUATION CRITERIA	20
5.5	COST PROPOSAL EVALUATION	20
5.6	CLARIFICATIONS OF PROPOSALS – DISCUSSIONS	21
5.7	RIGHT OF REJECTION	21
5.8	PRESENTATIONS, DEMONSTRATIONS, AND SITE VISITS	21
5.9	THIRD-PARTY SECURITY QUESTIONNAIRE	ERROR! BOOKMARK NOT DEFINED.
5.10	BEST AND FINAL OFFERS	21
5.11	TIE PROPOSALS	21
5.12	NEGOTIATIONS	22
5.13	NOTICE OF INTENT TO AWARD.....	22
5.14	CONTRACT APPROVAL	22
5.15	EVALUATION DEBRIEFING	22
SECTION SIX – CONTRACT INFORMATION.....		23
6.1	NORTH DAKOTA CONTRACTUAL REQUIREMENTS – BACKGROUND.....	23
6.2	STATE CONTRACT TERMS AND CONDITIONS – OFFEROR’S PROPOSED CHANGES.....	23
6.3	CONTRACT PROVISIONS	23
A.	Contract Type.....	23
B.	Payment Procedures	23
C.	Inspection & Modification	24
D.	Contract Changes – Unanticipated Amendments.....	24
E.	Purchasing Card.....	24
6.4	CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES.....	24
6.5	SCOPE OF WORK	26
6.6	CONTRACT TERM.....	26
6.7	RIGHT TO INSPECT PLACE OF BUSINESS	26
6.8	LIQUIDATED DAMAGES	ERROR! BOOKMARK NOT DEFINED.

ATTACHMENTS

[Attachment A – Executive Director Job Summary \(current\)](#)

[Attachment B - Cost Proposal](#)

[Attachment C – Technical Proposal Evaluation Worksheet](#)

[Attachment D - Contract](#)

SECTION ONE – INSTRUCTIONS

1.1 PURPOSE OF RFP

The State of North Dakota, acting through its Retirement and Investment Office on behalf of the North Dakota State Investment Board and its search committee (the STATE) is soliciting proposals for a qualified independent contractor with expertise in executive recruitment services, specifically, with previous experience with the recruitment of public/private fund investment / retirement professionals responsible for the investment of funds in excess of \$23 billion, to identify and evaluate qualified candidates to fill the position of Executive Director (ED) with combined management / executive management experience for the North Dakota Retirement & Investment Office (RIO).

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. Do not add the Procurement Officer to any marketing distribution lists.

PROCUREMENT OFFICER: [Insert Procurement Officer](#)

EMAIL: [Insert address](#)

PHONE: [Insert number](#)

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 DEFINITIONS

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

Acronym or Term	Name or Definitions
Contractor	Entity that has an approved contract with the State of North Dakota
CT	Central Time Zone
OMB	Office of Management and Budget
RFP	Request for Proposal
Solicitation Closing	Deadline for receipt of proposals listed in the RFP Schedule
SPO	Office of Management and Budget, State Procurement Office
SPO Online	State Procurement Office Online system
RIO	North Dakota Retirement and Investment Office
SIB	North Dakota State Investment Board
TFFR	North Dakota Teacher's Fund for Retirement

1.4 RFP SCHEDULE

EVENT	DATE and TIME
RFP issued	Insert date
Deadline for submission of Questions and Objections	Insert date by Insert time AM or PM, CT

EVENT	DATE and TIME
Solicitation Amendment with responses to Questions issued approximately (if required)	Insert date
Include any mandatory or optional preproposal conference or site inspections. <i>Delete if not used.</i>	Insert date
Deadline for receipt of proposals (Solicitation Closing)	Insert date by Insert time AM or PM, CT
Demonstrations or presentations. <i>Delete if not used.</i>	Insert dates
Proposal evaluation completed by approximately	Insert date
Contract Negotiations (See Section 5.10). <i>Delete if not used.</i>	Insert dates
Notice of intent to award issued approximately	Insert date
Secretary of State Registration, if determined to be required.	Prior to Contract Signing
Contract start approximately	Insert date

1.5 ASSISTANCE TO INDIVIDUALS WITH A DISABILITY

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

1.6 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](#))

- See the OMB [Guidelines to Vendor Registry](#) for more information.

Visit the Secretary of State's [Vendor Registration](#) webpage for information on registration requirements and fees. Visit [FirstStop](#), the Secretary of State's business and licensing software, for online form options.

- 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.

1.7 BIDDERS LIST REGISTRATION

Individuals or business entities desiring to be notified of bidding opportunities may apply to be placed on the Bidders List. ([N.D.C.C. § 54-44.4-09](#)) Bidders Lists are used to notify vendors when solicitations are issued on the State Procurement Office Online system (SPO Online). Placement on the Bidders List 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 bidder. The online application form requests contact information for the receipt of solicitation notices. The Bidders List application and SPO Online system use commodity codes to identify categories of goods, services, and information technology.

The commodity codes used for this solicitation are: [Insert all applicable 5-digit commodity codes.](#)

Visit the OMB website for instructions and the online Bidders List Application:

[Bidders List Registration Website](#)

For assistance with Bidders List Registration, contact State Procurement Help Desk at 701-328-1728 or infospo@nd.gov.

1.8 STATE PROCUREMENT WEBSITE (SPO ONLINE)

This RFP and any related amendments and notices will be posted on the North Dakota OMB website using SPO Online. Offerors are responsible for checking this website to obtain all information and documents related to this RFP: <https://apps.nd.gov/csd/spo/services/bidder/main.htm>

Select "Recent Solicitations". Recent Solicitations are listed by close date.

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

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

1.9 AMENDMENTS TO THE RFP

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

1.10 DEADLINE FOR QUESTIONS AND OBJECTIONS

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

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

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

1.11 PREPROPOSAL CONFERENCE OR SITE INSPECTION

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

1.12 OFFER HELD FIRM

Offerors must hold proposals firm for at least **180 days** from the deadline for receipt of proposals (Solicitation Closing). The STATE may send a written request to all Offerors to hold their offer firm for a longer period of time.

1.13 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.

1.14 TAXES

The 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 Form 1099 reportable. The purchasing agency may require the contractor to submit an IRS Form W-9.

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

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

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

1.15 PROPOSAL RECEIPT DEADLINE – LATE PROPOSALS REJECTED

An Offeror is solely responsible for ensuring their proposal is received by the STATE prior to the Solicitation Closing deadline identified in the RFP schedule regardless of the method of submission. A solicitation amendment will be issued if this deadline is changed. An Offeror may contact the Procurement Officer to inquire whether their proposal has been received. Proposals delivered late will be rejected pursuant to [N.D.A.C. § 4-12-08-13](#).

1.16 PROPOSAL OPENING

A public opening **will not** be held.

This is a formal sealed Request for Proposal (RFP) process. Proposals will be secured and held unopened until the Solicitation Closing deadline. Per [N.D.A.C § 4-12-08-04](#), the openings may be made public at the discretion of the purchasing agency. If a public opening is held, only the names of Offerors that submitted proposals can be revealed at the opening, and each proposal will be opened in a manner to avoid disclosure of the contents to the competing Offerors.

1.17 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 their proposal and shall provide evidence that a substantial mistake has been made, at which point the STATE may permit withdrawal.

1.18 NEWS RELEASES

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

1.19 CONFLICT OF INTEREST

Under state laws and rules, a state employee or official shall not participate directly or indirectly in a procurement when the state employee or official knows of a conflict of interest. Potential conflicts of interest include state employees or their immediate family members employed by the firm, seeking

employment with the firm, or with a financial interest in the firm. Potential conflicts of interest will be addressed in accordance with [N.D.A.C. § 4-12-04-04](#). ([N.D.C.C. § 12.1-13-03](#))

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

1.20 ATTEMPT TO INFLUENCE PROHIBITED

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

1.21 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](#).

1.22 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. If no deadline for questions is specified, protests based upon defects in the solicitation must be made at least seven calendar days before the deadline for receipt of proposals.

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

The protestor may appeal the decision of the Procurement Officer to the Director of OMB or designee in writing 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](#).

1.23 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](#).

1.24 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

2.1 BACKGROUND INFORMATION

The North Dakota Retirement and Investment Office (RIO) was established in 1989 to coordinate the activities of the State Investment Board (SIB) and the Teachers' Fund for Retirement (TFFR) as stated in [N.D.C.C. § 54-52.5-01](#) (North Dakota Century Code). The mission of the North Dakota RIO is to provide prudent and transparent investment services for our client funds and support North Dakota public school educators with responsible benefit administration.

The SIB is established in [N.D.C.C. § 21-10](#) and has statutory responsibility for the administration of the investment program of several funds including the Teachers' Fund for Retirement, the Public Employees Retirement System, the Workforce Safety & Insurance Fund, and the Legacy Fund. The SIB also maintains contractual relationships for investment management with certain political subdivisions. The investment program is highly sophisticated with ten asset classes and approximately 42 external investment manager relationships. The investments are pooled into three distinct groups, pension, insurance, and Legacy Fund, and currently includes 30 state and local government funds. All investments are currently managed externally. The investment program has had significant growth in the past decade and is now implementing internal investing.

The mission of the TFFR division is to administer a comprehensive retirement program that provides North Dakota public educators with a foundation for retirement and security. The retirement program is currently implementing a multi-year pension system software upgrade. The TFFR has approximately 25,000 active, inactive, and retired members and over 200 employers.

RIO is seeking to fill the position of Executive Director (ED). This position oversees the planning, supervising, and directing of the office operations, under the general direction of the SIB in accordance with governing statutes and board governance policies. (See Attachment A)

Current Structure:

The ED has oversight responsibility of twenty-eight (28) full-time employees, including an executive team consisting of:

- Deputy Executive Director/Chief Retirement Officer who oversees the administration of the TFFR pension program in accordance with government statutes and rules,
- Chief Investment Officer who oversees the investment program of the SIB,
- Chief Financial/Operating Officer who oversees the fiscal and operations teams that provide support to the TFFR pension program and the SIB investment program.

The Executive Director is appointed by and serves at the pleasure of the SIB. Key areas of responsibility include the following:

Investment Administration/Policy

- Directs the preparation of all necessary reports to keep the SIB apprised of investment performance, managing compliance with stated investment policies and contractual guidelines.
- Subject to the limitations contained in the law and policies adopted by the SIB, the Executive Director may sign and execute all contracts and agreements to make purchases, sales, exchanges, investments and reinvestments relating to the funds under the management of the SIB.

Pension Administration

- Oversees the Deputy Executive Director/Chief Retirement Officer and subordinate staff responsible for administering accurate, prompt, and efficient pension benefits program to constituents and educational outreach initiatives, including pre-retirement seminars and individual benefits counseling sessions.

Office Administration

- Provides leadership, coaching and feedback to assigned staff, recommending measures to improve performance and increase efficiency.
- Directs the preparation and execution of the budget and legislative agenda. Assures follow through and evaluates results.
- Establishes and maintains working relationships across all organizational work units and levels.
- Represents RIO and promotes its various programs to various stakeholders, constituencies, political subdivisions and the state legislature.
- Assures accountability and compliance with all statutory and SIB prescribed policies and procedures.

This position is currently vacant. [The SIB has named an Interim Executive Director while an executive search is conducted to find a candidate to fill this position. The Interim ED is not a candidates for the position.](#)

Estimated Salary:

For the purposes of this Request for Proposal, the salary for the Executive Director position is anticipated to be in the range of [\\$210,000 - \\$260,000](#). The actual salary will be dependent upon qualifications and experience of the selected candidate.

[Add language about the incentive compensation program.](#)

Additional information about RIO and SIB can be found here:

<https://www.rio.nd.gov/>

2023 Annual Comprehensive Financial Report:

<https://www.rio.nd.gov/sites/www/files/documents/PDFs/RIO/Reports/annualreport2023.pdf>

SIB Governance Manual:

<https://www.rio.nd.gov/sites/www/files/documents/PDFs/SIB/Board/GovernanceManual.pdf>

TFFR Program Manual:

<https://www.rio.nd.gov/sites/www/files/documents/PDFs/TFFR/teachersprogrammanual.pdf>

2.2 BUDGET

[The funds for payment of this contract are already appropriated and identified.](#)

SECTION THREE – SCOPE OF WORK

3.1 SCOPE OF WORK

The Contractor shall provide the SIB with executive recruiting services to fulfill the purpose of this RFP, including:

- Assistance in identifying desired skills and qualifications;
- Assistance with preparation of a search timeline;
- Assistance with review of the current job description and recommendations for amendments as appropriate;
- Identification and recruitment of nationwide candidates;
- Candidate appraisals, reference checks, mining of public domain information on the Internet, interviews and preparation of experience summaries, cultural fit assessment, and in-depth evaluations;
- Development and implementation of a process to narrow the candidate list;
- Assist in the development of the interview questions used by the search committee with the narrowed candidate list;
- Assistance with arrangements for search committee interviews;
- Responsible for finalists' background checks, including;
 - Credit Bureau Checks
 - Assist the State in conducting Criminal Background Checks in accordance with NDCC 12-60-24
- Assistance with arrangements for and interviews by the Board;
- Assistance negotiating a compensation package and employment terms and other customary or requested assistance in connection with the search;
- Provide SIB with progress reports.

STATE has an expectation that some onsite presence will be provided by the Contractor.

Employment Guarantee

Offerors must guarantee continued employment of the individual hired for a minimum of one year, preferably two years. If the individual leaves prior to the employment guarantee timeframe from the date of hire, the Offeror must reengage in one equivalent replacement search on an expenses-only basis (no additional fee), unless the candidate's departure has been caused by significant changes in reporting structure or responsibility. The State will not reimburse the contractor for expenses exceeding the maximum specified amount unless the contractor obtains prior written approval from the State in an amendment to the contract.

Open Records

North Dakota is an open meetings and open records state. Upon award, all proposals for the search firm will become public record, open and accessible to the public upon request (Ref. RFP sections 4.18 and 7.10). All information related to the CIO/ED candidates brought forward by the search firm, including employment applications, nominations, reference letters and other documents received or created by Board members, RIO employees, search committee members or their agents in connection with this search are confidential records under N.D.C.C. section 44-04-18.27, except for candidates designated as "finalists" which are public records. Meetings of the search committee and Board generally are open to the public; notice of meetings and posting of agenda are required. Executive sessions or "closed" meetings may be held to discuss information designated as confidential under North Dakota public records law. The State will work with the Contractor to respond to any open records requests.

In accordance with [OMB Fiscal Policy 517](#), the State will pay the reasonable costs of interviewees for jobs within the state, provided reimbursement for meals and lodging is at the same rate as for employees.

3.2 APPLICABLE DIRECTIVES

This project is subject to the following:

[N.D.C.C. Chapter 21-10](#) State Investment Board (SIB)
[N.D.C.C. Chapter 54-52.5](#) State Retirement and Investment Office
[N.D.C.C. Chapter 15-39.1](#) Teachers' Fund for Retirement
[N.D.A.C.102-01](#) State Investment Board
[N.D.A.C. 103-1](#) State Retirement and Investment Office
[N.D.A.C. 82-01-01](#) Organization of the Teachers' Fund for Retirement
[North Dakota Constitution Article X Section 26 Legacy Fund](#)
[Current Position Description/SIB Governance Policies](#) - See Attachment A

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

3.3 REQUIREMENTS

A. DELIVERABLES

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

1. [Insert detailed description of results-oriented tasks and any required services, supplies, equipment, or materials the contractor must furnish.](#)
2. [Insert](#)
3. [Insert](#)

B. LOCATION OF WORK/TRAVEL

[The Contractor shall determine the extent of on-site work required to fulfill stated requirements.](#)

C. STATE-FURNISHED PROPERTY/SERVICES

The STATE will provide access to office personnel, documents and data as required by the Contractor. If the Contractor is conducting on-site work in Bismarck, the State will provide the Contractor with a reasonable amount of office space. The State will also provide the Contractor with access to copy and fax machines.

D. RISK MANAGEMENT

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

E. PROJECT MANAGEMENT PLAN

The contractor will be expected to use appropriate project management to ensure the work is accomplished on time, within budget, and meets quantity and quality standards.

1. The contractor will be required to collaborate with the STATE to agree upon the contract schedule, including a work breakdown, schedule of tasks and activities, and progress milestones.
2. The contractor will be required to coordinate with the STATE to develop a communication plan. Any problems or unforeseen events must be communicated timely to the STATE project manager and any changes must be agreed upon between the parties and set forth in a written amendment to the contract. If the STATE requires corrective action, the contractor will be notified in writing.

3. Contract Closeout Plan

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

F. CONTRACT TERM, SCHEDULE, AND DELIVERABLES

1. Contract Term

The length of this contract will be from the date of award, approximately [Insert Date](#), for approximately [Insert number of days/months/years](#) until completion, approximately [Date](#). See the attached contract for extension provisions.

2. Schedule and Deliverables

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

- a. Contract start: [DATE](#)
- b. "Kick off" meeting/conference call: [TIME FRAME \(e.g., Within two weeks of contract signing\)](#)
- c. [WHAT: TIME FRAME](#)
- d. [WHAT: TIME FRAME](#)
- e. First contractor work period: [TIME FRAME](#)
- f. Contractor submits [FIRST DRAFT/PROJECT PROGRESS](#) Report: [TIME FRAME](#)
- g. Review of report by STATE: [TIME FRAME](#)
- h. STATE provides contractor with comments for revision as needed: [TIME FRAME](#)
- i. Contractor submits [WHAT](#) to the STATE: [TIME FRAME](#)
- j. Contract Closeout Plan: [TIME FRAME](#)

3.4 EXPERIENCE AND QUALIFICATIONS

A. Minimum Experience and Qualifications

The Offeror must meet the following experience requirements to be considered for contract award. A proposal from the Offeror that does not meet minimum experience requirements will be rejected. The Offeror must have expertise in executive recruitment services, specifically; previous experience with the recruitment of public/private fund executives and public/private fund investment professionals, both responsible for the management of funds in excess of \$10 Billion.

SECTION FOUR – PROPOSAL INSTRUCTIONS

4.1 PROPOSAL PREPARATION

The STATE discourages overly lengthy and costly proposals. An Offeror must prepare their 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 the 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.

4.2 PROPOSAL SUBMISSION INSTRUCTIONS

UPLOAD RESPONSE THROUGH THE STATE PROCUREMENT ONLINE SYSTEM (SPO ONLINE):

Offeror **must** electronically submit proposals through the State Procurement Office Online system (SPO Online) by the Solicitation Closing deadline.

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. Be advised that the 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 infospo@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. The 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.

1. This solicitation is posted on SPO Online at: <https://apps.nd.gov/csd/spo/services/bidder/main.htm>
2. Select “Recent Solicitations” and find the solicitation. Solicitations are listed by close date.
3. Use “Upload Response” to upload a maximum of five (5) clearly labeled documents before the Solicitation Closing deadline provided in the RFP Schedule.
4. Offeror must upload their Technical Proposal and Cost Proposal in separate files.
5. The maximum file size allowed is 50 MB per file.
6. There is a 50 character file name limitation for the document being uploaded.
7. There is 75 character limit in the TITLE field within SPO Online.
8. All SPO Online field entries must be alphanumeric. Dashes and underscores are allowed; however, the system DOES NOT accept other special characters such as apostrophe, & symbol, quotation marks, etc.
9. DO NOT submit documents that are embedded (zip files), movies, wmp, encrypted, or mp3 files.
10. Offeror will receive an email confirmation from infospo@nd.gov that the upload response was received including the “File Description” for the uploaded files. Review this email to ensure all files

were successfully uploaded. If Offeror DOES NOT receive an email confirmation, the upload was NOT successful, and the files will need to be uploaded again. If Offeror does not receive an email confirmation after the reattempt, contact the Procurement Officer or the State Procurement Office at infospo@nd.gov or 701-328-2740.

Visit <https://www.omb.nd.gov/sites/www/files/documents/doing-business-with-the-state/procurement/spo-electronic-response-external-job-aid.pdf> for the SPO Electronic Response Job Aid which describes how to submit an electronic response.

4.3 PROPOSAL FORMAT

Prepare the Technical Proposal and Cost Proposal in accordance with these instructions.

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

- Section 1 – Cover Letter
- Section 2 – RFP Amendments
- Section 3 – Scope of Work Strategy
- Section 4 – Experience and Qualifications
- Section 5 – Contract Provisions
- Section 6 – Open Records and Confidentiality

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

4.4 TECHNICAL PROPOSAL

SECTION 1 – COVER LETTER

Proposals shall include a cover letter that includes the following:

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

SECTION 2 – RFP AMENDMENTS

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

SECTION 3 –SCOPE OF WORK STRATEGY

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

1. **Applicable Directives.** The Offeror must identify any state and federal requirements that apply to the contract.
2. **Strategy for Scope of Work Requirements.** The Offeror must provide narrative statements to demonstrate their understanding of the scope of work requirements. Explain the proposed strategy to accomplish the scope of work, meet all requirements, and provide the deliverables described in the scope of work within the STATE's project schedule.
3. **Value-Added Options.** Offerors may include any optional services or goods that are not required by the STATE but are within the scope of work (e.g., an option for a higher level of service, equipment accessories, extended warranty options, etc.). Describe any value-added options being offered.
4. **Location of Work.** The proposal must respond to the STATE's Location of Work instructions within the RFP Scope of Work. Describe where the work will be performed and any proposed travel.
5. **State Furnished Property and Services.** Provide a detailed breakdown of the Offeror's expectations for STATE resources that will be needed for the project, including number of staff, qualifications, roles and responsibilities, and time requirements for the various phases of the project.
6. **Risk Management.** Offerors must describe measures to be taken to ensure the safety of its employees, state employees, the public, and property. Offerors must also identify any pertinent issues and potential problems related to the project and describe how those potential issues and problems could be mitigated.
7. **Project Management Plan.** The proposal must describe how the contractor intends to manage the project to ensure the work is accomplished on time, within budget, and meet quantity and quality standards. Offerors may provide a narrative or organizational chart to illustrate the lines of authority and accountability.
8. **Proposed Schedule and Deliverables.** The proposal must provide a timeline for accomplishing the work, in consideration of the STATE's Contract Schedule within the RFP Scope of Work.

SECTION 4 –EXPERIENCE AND QUALIFICATIONS

Mandatory Requirements. An Offeror must provide information to demonstrate meeting the Offeror Experience and Qualifications Requirement in RFP Section 3, Scope of Work, [Experience and Qualifications](#).

Experience and Qualifications of the Firm

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

1. [Statement indicating their experience of their firm in recruitment of public/private fund executives responsible for the management of funds in excess of \\$10 Billion.](#)

2. Statement indicating their experience of their firm in recruitment of public/private investment professionals responsible for the management of funds in excess of \$10 Billion.
3. List of similar recruitment projects, including those for local or state governments, and private sector companies. Provide contact information for previous clients with recruitment services similar to this project. The State reserves the right to contact any references the offeror provides.
4. Certification that the firm meets the requirement to be independent and without conflicts related to RIO.
5. Demonstration of a network of national public and private fund investment industry contacts and resources for purposes of locating candidates for this position.

Experience and Qualifications of the Project Team

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

1. Lead consultant contact information and network of public and private fund investment industry contacts and resources
2. Description of anticipated work all team members will perform and approximate estimated hours;
3. Resume, and or narrative description of professional experience related to the recruitment of public/private fund executives and public/private fund investment professionals experience and qualifications;
4. Technological acumen in recruitment programs and software used to complete the scope of work;
5. Professional certifications, licenses, and permits, if required by federal, state, or local law, to publicly perform recruitment services identified in the Contractor's work strategy
6. Offeror must provide a designated executive level contact that will act as a point of contact for any issues that need escalation or to discuss the needs of the STATE. This point of contact will be required to participate in any requested demonstration or presentation requested during the RFP process. They will discuss how the contract will be supported and how the Offeror and STATE will work together to ensure a successful outcome;
7. If the Offeror has vacant positions, identify the job description and minimum qualifications for staff members to be recruited;
8. Subcontractors. If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Provide a statement that the Offeror will ensure that the subcontractor has or will obtain any required licenses and registrations, including registration with the North Dakota Secretary of State; and
9. Joint Venture. If submitting a proposal as a joint venture, provide narrative statements that describe the roles and responsibilities of each party to the joint vendor. If available, submit a copy of the joint venture agreement that identifies the parties involved and their rights and responsibilities.

References

Provide three (3) references for similar projects the Offeror has completed within the last five (5) years. Offerors must include the name of a contact person, address, email, and telephone number. Offerors are responsible for providing accurate reference contact information and are instructed to notify the reference that the STATE may be contacting them. Reference checks may begin within one (1) business day of the Solicitation Closing deadline. Evaluation may be impacted if the STATE

is unable to contact the reference or the reference does not provide the requested information in a timely fashion. Offerors are invited to provide letters of reference from previous clients.

SECTION 5 – CONTRACT PROVISIONS

Offeror shall review the RFP Section 6 and the STATE’s contract – Attachment [Insert number](#).

The proposal must indicate whether the Offeror accepts the terms and conditions in the STATE’s contract.

An Offeror may state that they accept the STATE’s contract as written.

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

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

SECTION 6 – OPEN RECORDS AND CONFIDENTIALITY

All proposals and other material submitted become the property of the STATE and may be returned only at the STATE’s discretion. 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 their 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 at <https://www.legis.nd.gov/cencode/t44c04.pdf> and <https://attorneygeneral.nd.gov/open-records-meetings>

If the 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.

4.5 COST PROPOSAL

Cost Proposal Format. Cost proposals must be prepared as a separate document from the technical proposal, clearly labeled, “Cost Proposal”.

Offeror must complete the Cost Proposal Format - Attachment [Insert number](#) or prepare a Cost Proposal following the same format.

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

All costs must be stated in U.S. currency. Any commodities being imported must be identified, and the price must include any applicable shipping and handling, customs, brokerage agency fees, and duties. Offeror should describe any discount terms for prompt payment. Discounts for prompt payment will not be considered in evaluating costs.

SECTION FIVE – AWARD AND PROPOSAL EVALUATION

5.1 AWARD

The 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 the most advantageous in consideration of the RFP evaluation criteria.

5.2 RESPONSIVENESS

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

5.3 RESPONSIBILITY – SUPPLEMENTARY INVESTIGATION

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

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

5.4 EVALUATION CRITERIA

Proposals will be evaluated using a 100 point scale. The evaluation committee will award points based on the questions in the Technical Proposal Evaluation Worksheet – [Attachment Insert number](#). The Technical Proposal evaluation score and Cost Proposal evaluation score will be added together to determine the total evaluation score. After the initial evaluation, the evaluation committee may determine which proposals are reasonably susceptible for award and continue the evaluation process with only those Offerors. Offerors whose proposals are not selected for further evaluation may request a debrief from the Procurement Officer after an award notice is issued. The final evaluation score will consider information received by the STATE, including but not limited to, 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: 80 Points

- A. Scope of Work Strategy – 40 Points
- B. Experience and Qualifications – 40 Points

Cost Proposal Evaluation: 20 Points

Minimum Technical Score: Technical proposals must receive at least 40 of the total points available for the Technical Score to be considered responsive to the RFP requirements.

Preference Laws: Any applicable preference laws will be applied. For more information, refer to the [Guidelines to Preference Laws](#).

5.5 COST PROPOSAL EVALUATION

The 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 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).

The lowest Cost Proposal will receive the maximum number of points allocated to cost. Cost proposals will be evaluated using the following formula.

Price of Lowest Cost Proposal

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

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

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

5.7 RIGHT OF REJECTION

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

5.8 PRESENTATIONS, DEMONSTRATIONS, AND SITE VISITS

After the initial evaluation, the evaluation committee may determine which proposals are reasonably susceptible for award and continue the evaluation process with only those Offerors. These Offerors may be required to provide a [presentation](#) for the evaluation and/or search committee. Offerors whose proposals are not selected for further evaluation may request a debrief from the Procurement Officer after an award notice is issued.

5.9 BEST AND FINAL OFFERS

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

A date and time will be established for receipt of revised proposals. If an Offeror does not submit a best and final offer, the STATE shall consider its original proposal its best and final offer. Best and final offers will be evaluated using the evaluation criteria stated in the RFP. The STATE may request more than one best and final offer.

5.10 TIE PROPOSALS

In the event that two or more proposals contain identical pricing or receive identical evaluation scores, [N.D.C.C. § 54-44.4-05.1](#) requires 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](#). In the event the tie is not resolved by application of this law, [N.D.A.C. § 4-12-11-05](#) will be applied.

5.11 NEGOTIATIONS

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

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

The STATE may terminate negotiations, reject a proposal as nonresponsive, and continue or commence negotiations with other Offerors reasonably susceptible for award, if the Offeror:

- Fails to provide necessary information for negotiations in a timely manner
- Fails to negotiate in good faith
- Is unable to successfully negotiate contract terms that are acceptable to the STATE
- Indicates that it cannot perform the contract within the budgeted funds

In accordance with [N.D.C.C. § 54-44.4-13.1](#), the 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 [N.D.A.C § 13-01.1-01](#).

5.12 NOTICE OF INTENT TO AWARD

After proposals have been evaluated and the successful Offeror selected, a notice of intent to award will be promptly issued to all Offerors that submitted proposals. Upon issuance of this notice, the procurement file becomes an open record. The successful Offeror named in the notice of intent to Award is advised not to begin work, purchase materials, or enter into subcontracts until the successful Offeror and the STATE sign the contract.

5.13 CONTRACT APPROVAL

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

5.14 EVALUATION DEBRIEFING

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

SECTION SIX – CONTRACT INFORMATION

6.1 NORTH DAKOTA CONTRACTUAL REQUIREMENTS – BACKGROUND

As a public institution and government entity of the State of North Dakota (the STATE), there are a number of statutes, rules, and policies (Requirements) that may restrict or prevent the 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 the 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 are unique to North Dakota, the majority of these Requirements are common to public institutions and government entities throughout the United States.

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

The STATE intends to execute a contract substantially similar to the contract – Attachment [Insert number](#). The Offeror will be required to sign the contract attached to this RFP and must comply with the terms and conditions. The STATE may deem any failure to object to a contract provision as the Offeror’s acceptance of that provision.

North Dakota procurement statutes, rules, and policies allow some negotiation of the terms and conditions. No changes to the terms and conditions will be permitted without prior written approval from the 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 the STATE. Proposed terms and conditions that conflict with those contained in the attached contract or that diminish the STATE’s rights under the contract shall be considered null and void. The terms and conditions in the attached contract shall prevail in the event a conflict arises between a term or condition in the proposal and a term or condition in the attached contract.

Part or all of this RFP and Offeror’s proposal may be incorporated into the attached contract. The STATE may deem any failure to object to a contract provision as the Offeror’s acceptance of that provision.

6.3 CONTRACT PROVISIONS

A. Contract Type.

The contract type will be as follows:

Firm Fixed Price. The contractor will be required to hold the price firm for the contract period, except as otherwise provided in the contract.

B. Payment Procedures

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

- The STATE will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and the project director has approved the invoice.

C. Inspection & Modification

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

Should the STATE determine that corrections or modifications are necessary to accomplish its intent, the STATE may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

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

D. Contract Changes – Unanticipated Amendments

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

E. Purchasing Card

The STATE may make payments under this contract using a state purchasing card. See the contract related to payments using the STATE purchasing card.

6.4 CONTRACTUAL TERMS AND CONDITIONS – NO MATERIAL CHANGES

A. Indemnification and Insurance

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

B. Indemnification

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

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

The STATE will also not agree to clauses to indemnify a contractor “to the extent permitted by law”. This is because the 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 the STATE to imply in a contract that there might be some set of circumstances under which the STATE would defend the contractor against a third party claim(s). Simply put, the 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 in the event a third party claim(s) arises, and the STATE does not enter into agreements that invite litigation. Do not ask the STATE to indemnify you against third party claims because it is a contractual obligation to which the STATE cannot agree.

While the STATE may limit the liability of a contractor in claims between the STATE and the contractor, the STATE does not have authority to limit a contractor's liability for claims brought by a third party. In the event 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 6.4(D) for Limitation of Liability.

C. Insurance

Upon receipt of the notice of intent to award, the successful Offeror must obtain the required insurance coverage and provide the Procurement Officer with proof of coverage prior to contract approval. The coverage must be satisfactory to the 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.

D. Limitation of Liability

The 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 agency determines such services or products cannot be effectively obtained without such limitation; and
2. the limitation does not pose any significant risk of loss to the STATE; and
3. the limitation is in the best interests of the STATE.

The agency, in consultation with OMB and the Attorney General's Office, shall prepare 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 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.

E. Waivers of Jurisdiction and Venue; Alternative Dispute Resolution

The North Dakota Attorney General is the STATE's attorney for all purposes, including management of litigation and claims against the STATE. The STATE may not usurp the Attorney General's authority by agreeing in advance to control the way litigation may be managed in the event of a dispute. The STATE cannot, without specific authority, agree to the

jurisdiction or the laws of another state or federal courts, nor can it contractually agree to participate in any form of alternative dispute resolution.

Although the STATE cannot contractually agree to such terms, this does not mean that in the event of a dispute, the 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.

F. Confidentiality

All state agencies of North Dakota are subject to North Dakota public records laws. The 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, the 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.

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

Because the 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, the 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 the STATE cannot indemnify a contractor against third party claims, but it may also be said for clauses that purport to obligate the 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.

6.5 SCOPE OF WORK

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

6.6 CONTRACT TERM

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

6.7 RIGHT TO INSPECT PLACE OF BUSINESS

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

ATTACHMENT A

Executive Director Job Summary (current)

EXECUTIVE DIRECTOR NON-CLASSIFIED

JOB SUMMARY

Oversees planning, supervising, and directing Office operations under the general direction of the State Investment Board (SIB) in accordance with governing statutes and Board Governance Policies.

ESSENTIAL FUNCTIONS

- Directs overall Office programs through directors and managers in accordance with the SIB governance policies and State laws and rules.
- Provides leadership, coaching, and feedback to assigned staff, recommending measures to improve performance and increase efficiency.
- Develops and approves policies related to the effective operation of the Office.
- Directs the preparation and execution of the budget and legislative agenda. Assures follow through and evaluates results.
- Evaluates and monitors financial and operation programs.
- Establishes and maintains working relationships across all organizational work units and levels.
- Represents the Office and promotes Office programs in a variety of forums.
- Attends Board meetings and brings appropriate issues and information to the Board's attention.
- Assures organization accountability and compliance to the Board.

ADDITIONAL RESPONSIBILITIES

Performs related work as appropriate or assigned by the State Investment Board.

QUALIFICATIONS

- Bachelor's degree in Management or Business preferred. Master's or other advanced degree in an appropriate specialized field of study required.
- At least 5 years of combined management/executive management experience, covering a broad range of similar operating and administrative functions, most of which must be gained in a related business environment.
- Must possess excellent communication skills and the ability to make effective and convincing oral and written presentations.
- Must exhibit strong leadership, problem-solving, and decision-making abilities. Ability to effectively lead and influence others in a confident, positive, and results-oriented manner.
- Demonstrated ability to effectively supervise, develop, and direct the activities of a professional management staff.
- Proven ability to analyze, evaluate, and resolve major organizational issues, conflicts, and problems.
- Ability to think and plan on the conceptual and strategic level.
- Ability to effectively promote and lead continuous improvement and change efforts.
- Knowledge of principles of research, statistics, actuarial calculations, investments, and accounting.
- Knowledge of federal and state laws and regulations pertaining to the administration of benefit and investment programs and applicable compliance requirements.

WORKING CONDITIONS

Physical/Environmental Conditions: This position requires working primarily indoors in an office environment, at a level-surface desk, with access to stairs and an outside ramp. Requirements of the position include sitting for long periods of time, walking, standing, finger dexterity, good vision, and strong speaking skills, and the ability to hear within normal range. The position also involves working under time pressures and deadlines.

This position is classified under OSHA guidelines as a Category III, with no risk of exposure to blood borne pathogens or other potentially infectious materials.

Cognitive/Mental Requirements: This position requires a high aptitude in the areas of reading; writing; simple arithmetic; drawing conclusions from written and/or computer-generated materials; creating methodologies for accomplishing a goal; implementing recommendations by coordinating persons and/or resources; analyzing data or report information; conducting research; assisting in developing plans, procedures, goals, strategies, and/or processes.

Equipment, Tools, Materials Used: Equipment used in this position includes a computer, keyboards, printers, telephones, and copy machine.

SUPERVISION

Direct Supervision Over:

- Deputy Executive Director/Chief Retirement Officer
- Chief Investment Officer
- Chief Financial/Operations Officer
- Executive Administrative Assistant
- Supervisor of Internal Audit

Indirect Supervision of approximately 25 additional employees.

ATTACHMENT INSERT NUMBER

COST PROPOSAL TEMPLATE

The cost proposal must identify:

- 1) The fixed fee for the proposed services (e.g. fixed cost or percentage of base salary).
- 2) The total estimated expenses based upon the proposed recruitment strategy, including a detailed description of those expenses.

If fixed fee based upon percentage of base salary is proposed, that fee will be evaluated using a salary of \$235,000. The actual fee paid to the Contractor will be based upon the final base salary accepted by the successful candidate.

The total estimated expenses will establish the maximum amount for expenses in the Contract. The State will not reimburse the Contractor for expenses exceeding that amount unless the Contractor obtains prior written approval from the State in an amendment to the Contract.

All costs associated with the contract 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.

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

ATTACHMENT INSERT NUMBER

TECHNICAL PROPOSAL EVALUATION WORKSHEET

Customize the technical proposal evaluation worksheet template:

<https://ndgov.sharepoint.com/sites/TeamND/SitePages/Templates.aspx>

The evaluation criteria set forth in Section 5 of this RFP must match the evaluation criteria in the Technical Proposal Evaluation Worksheet.

INSERT the RFP “Technical Proposal Evaluation Worksheet” attachment here or add as a separate attachment when using SPO Online.

ATTACHMENT INSERT NUMBER

CONTRACT

Choose appropriate Contract template and INSERT it here. (Customize as needed)

1. *After reviewing Chapter 2 of the Office of the Attorney General's (AG) Contract Drafting and Review Manual, SELECT the contract that best fits your agency's needs and INSERT it here. Sample AG Contract available at <https://ndgov.sharepoint.com/sites/TeamND/SitePages/Templates.aspx>*

OR

2. *INSERT your agency's contract approved by legal counsel.*