



American Petroleum Institute
Williston Basin Chapter

1/4/2022

Williston Basin API Chapter
PO Box 546
Williston, ND 58802

Dear Recipient:

Williston API is looking for an official photographer. If you are interested, please provide your bid to info@willistonapi.com or email with any questions, Attn, Jared Iverson.

Sincerely,

Jared Iverson, Kerri Espeland, Carl Hirsch, Crysie Hendershott, Brom Lutz,
Holand Neubauer, Larry Medhurst, Ken Callahan, and Damien Allen

Board of Directors

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

- a. Williston Basin API (“Company”) invites you to submit a bid for photography. You may bid on one or all services and one/any of the event.
- b. Contract Term: 1 year fixed plus 1 year option
 - a. Company will issue a Contract to the successful bidder(s). The Contract term shall be 1 year with fixed rates. After the initial 1-year period, Company and Contractor will endeavor to negotiate terms for the 1 year option. If Company and Contractor cannot agree on terms, the 1-year option will not be executed.

2. RFP SCHEDULE

The following schedule outlines the milestone dates of the RFP process.

The estimated dates may vary by area based on market conditions, Company needs and awarded Contractor abilities.

Annual Events	Date
Chili Cook Off	3/26/2022
Golf Tournament	7/14, 7/15/2022
Awards Banquet	11/18/2022
All Questions and Clarifications Due	1/28/2022
RFP Responses Due	10 AM CST 2/8/2022
Estimated Award	2/11/2022
Estimated Implementation/Start Date	3/25/2022
Annual Events	Estimated Dates for 2023
Chili Cook Off	3/25/2023
Golf Tournament	7/13, 7/14/2023
Awards Banquet	11/17/2023

No extensions to bid submission deadline will be given unless stated by Company.

3. COMMUNICATIONS AND CLARIFICATIONS

Williston Basin API is not responsible for oral statements made by its Board or members concerning this RFP. Company has very strict rules regarding communications during the bidding and selection process. This is to protect the integrity of the bidding process, ensure all Bidders are treated equally and proposal content remains confidential. In order to achieve this, **ALL** clarification requests must be submitted via email.

Until closing of the bid process, all questions and subsequent Williston Basin API responses will be shared anonymously with **ALL** Bidders.

4. BID VALIDITY

Your bid shall remain valid and open for acceptance for a period of one hundred and eighty (180) days from the bid closing date.

5. SUBMITTAL OF THE PROPOSAL

All response information shall be submitted via email by date and time in RFP Process Schedule above. Proposals shall be submitted on the supplied Excel spreadsheets, in modifiable format.

The rates and prices shown in the bid shall represent Contractor's total compensation, including any incremental costs incurred in procuring risk protection and financial guarantees from outside sources, to comply with all the conditions contained herein and Company's documentation requirements, as well as to meet the contract schedule within the stated time.

5.1 RFP DELIVERABLES

Submit your response through email. All of the following must be submitted for consideration. Reference RFP Schedule for due dates/times:

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- a. Exhibit A: Questionnaires (submit in Excel, do not modify the template)
 - b. Exhibit B: Price Template (submit in Excel, do not modify the template)
 - c. Exhibit C: Signed Contract Agreement

5.2 ADDITIONAL TERMS

- a. If a Bidder determines, after accepting the terms of the Bidder agreement that he does not intend to submit a bid, Bidder must inform Company via email immediately.
- b. Company may at any time modify the RFP documentation in any respect by way of clarification, addition, deletion or otherwise prior to the closing date. Any such amendments to the original RFP that are issued prior to the closing date will be deemed to constitute part of the RFP.
- c. Company may, at any time, cancel, delay and/or terminate this RFP for its own reasons, without incurring any liability to Bidders or having any obligation to Bidders, and without having to give details of the reasons for any such action.
- d. Submission of a bid is entirely at the discretion of the Bidder. Any costs and expenses incurred by Bidder subsequent to bid submission and prior to any contract award shall be borne entirely by Bidder irrespective of whether Bidder shall finally be awarded a contract or not.

6. AGREEMENT

- a. Work shall not commence without remittance of a fully executed Contract Service Agreement. Terms and Conditions of any resulting Contract are governed by the CSA between Company and Bidder.
- b. Bidder is to review the CSA language and attached redlined version as part of Bidder's response if there are exceptions. Please note that exceptions may have a substantially detrimental effect on the evaluation of your proposal.

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- c. Bidder's proposal must not include Contractor's standard terms and conditions.

7. ALTERNATE PROPOSAL

Bidders must comply with all the Instructions to Bidders in order to assist Company in conducting a fair and equitable evaluation of all bids. However, Bidders are also invited to propose alternatives to Company's stated Contract (e.g. different work methodologies, compensation structure, innovation ideas) which would reduce costs or add value while maintaining our safety and performance requirements. Such alternatives should be sufficiently detailed in a separate section of the bid. The cost and other implications of each alternative should be detailed separately from the main bid. Bidder shall clearly indicate and justify all technical, commercial, economic or operational benefits over the specifications required by Company.

8. CONFIDENTIALITY

- a. This RFP, and related information and documentation, are confidential and proprietary to Williston Basin API and for the exclusive use of Bidder in preparing response to this RFP. No information concerning this RFP or the work required shall be released to third parties, except prospective subcontractors or consultants, as required for the preparation of the proposal, without the prior written consent of the Williston Basin API.
- b. Bidder agrees, and will ensure that subcontractors and suppliers, of any tier, and all personnel agree, to keep confidential and not to use, nor disclose to any third party, all confidential information arising in connection with the RFP and any subsequent contract. Further, Bidder will only reveal the same to third parties to the extent necessary for preparation of their RFP.
- c. Bidder agrees, if unsuccessful in RFP, that Bidder shall destroy all such information remaining in your possession.

9. NOTIFICATION OF AWARD

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- a. Bidders are specifically instructed not to contact Company during the bid evaluation period. Unsuccessful bidders will be notified as soon as possible, but this may not be until the Contract(s) has/have been signed with the selected contractor(s).
 - b. The successful Bidder is not authorized to commence work or incur any expenses or costs on behalf of the Company, unless directed by Company.

10. DISCREPANCIES, OMISSIONS

Bidder is responsible for examining this RFP and all exhibits/attachments. Failure to do so will be at the sole risk of Bidder. Should Bidder find discrepancies, omissions, unclear or ambiguous intent or meaning, Bidder shall notify Williston Basin API of such findings. Should such matters remain unresolved prior to Bidder's preparation of its proposal, such matters must be addressed in Bidder's proposal.

11. DISCLAIMER

Note that Williston Basin API's review or approval of Bidder's submitted proposal shall not constitute approval of omissions or noncompliance, due to oversight by Williston Basin API, with any applicable regulations of federal, state, and/or local authorities. Failure to do this shall not relieve bidder from its obligations to honor its bid.

12. EXHIBITS

- 1. **Exhibit A – Questionnaires**
- 2. **Exhibit B – Price Templates**
- 3. **Exhibit C – Contract Service Agreement**