January 27, 2015

Enclosed are specifications and bid forms for **Google Search Appliance Model #G100** for the Core Technology Services of the North Dakota University System.

Mail a completed and signed Invitation for Bid response in a sealed envelope to the address listed below. Bid responses received after the date and time specified above will be rejected. Address the envelope containing your response in the following manner:

**BID NUMBER – CTSIFB-15-01**

- Core Technology Services
- North Dakota University System
- Jerry Rostad
- 2000 44th St. S.
- Fargo, ND 58103

Should you have any questions concerning the invitation to bid, please feel free to contact me.

Sincerely,

Jerry Rostad

*Director, User Services*

*Core Technology Services of the NDUS*

Enc: Bid No. CTSIFB-15-01
INFORMATION TO BIDDERS

1. Definitions:
   - Bidder: any person or firm submitting a competitive bid in response to a solicitation.
   - Bid Results: a summary of all bid responses received and the award results.
   - Bid response: the executed document submitted by a bidder in response to a solicitation.
   - CONTRACTOR: any person or firm having a contract with a governmental body, including a successful bidder who has been issued an intent to award.
   - NDUS: the North Dakota University System.
   - Solicitation: the process of notifying prospective bidders that NDUS wishes to receive bids for furnishing goods and services.

2. Addition of Terms and Conditions. Additional terms and conditions submitted with a bid response are of no effect unless accepted in writing by NDUS. Bids with any additional terms and conditions may be rejected as non-responsive.

3. Assistance to Bidders with a Disability. Bidders with a disability that need an accommodation must contact the Procurement Officer prior to the deadline for receipt of bids so that reasonable accommodation can be made.

4. Bid Held Firm. Bids are not awarded at the bid opening. Bid responses will be firm for 90 calendar days, unless otherwise specified by the Procurement Officer in writing.

5. Questions and Clarifications. All questions and requests for clarification regarding this solicitation must be addressed to the Procurement Officer referenced on the cover sheet of this document. The requirements of this solicitation can only be altered by written amendment of the solicitation. Verbal communications from whatever source are of no effect. Questions must be received by the deadline specified on the cover sheet to allow the Procurement Officer to issue any needed amendments in sufficient time before the bid opening date.

6. Bid Form. Each bidder shall use the attached bid form and shall provide the information required.

7. Pricing, Unit and Total Prices. The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.

8. Pricing, Currency. All prices must be in United States currency.

9. Pricing, Taxes. The bid price shall be exclusive of any Federal or State Taxes from which the State of North Dakota is exempt. North Dakota State Exemption Number is E-2001 and the Federal ID Number is 45-6002491.

10. New Equipment and Materials. Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.

11. Specifications, Compliance. All bids submitted in response to this Invitation for Bid must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the bid response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must contact the Procurement Officer in writing as soon as possible, so the Procurement Officer can determine whether the specifications need to be amended.
Bidders are expected to examine the drawings, specifications, schedule of delivery and all instructions. Failure to do so will be at the bidder’s risk. The bidder is required to include all sundry labor and material required for the work to ensure a full and complete project, even though such sundry labor and material are not identified within the plans and specifications.

11. **Descriptive Literature.** Brochures and/or specifications must be submitted where applicable. If unable to quote on items specified, quote on “or equal items” specifying catalog number, brand and other pertinent information.

The “or equal” clause is utilized for the purpose of identification on the quality desired, the reference numbers and specifications are for identification purposes and do not construe a “closed bid”, however, bids shall be equal in every respect as to quality, workmanship and in meeting bid specifications.

12. **Samples.** Samples of items, when requested, must be furnished at no charge. Samples not destroyed by testing, will be returned only at the bidder’s request and expense.

13. ** Corrections.** The bidder’s authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the bid response. Those bid responses with corrections and alterations that are not initialed are subject to confirmation by the Procurement Officer.

14. **Minor Informalities.** NDUS reserves the right to waive minor informalities in bid responses. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from the bid document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

15. **Signature.** The bidder submitting the bid response or that bidder’s duly authorized agent or representative must sign the bid response manually in ink. The name and title of the person signing the bid response must be typed or printed below the signature.

16. **Bid Opening.** All bids received by the time and date of the bid opening will be opened by NDUS at the location indicated on the cover sheet of this solicitation.

17. **Late Bids.** It is the bidder’s responsibility to ensure that a bid response is physically deposited with NDUS prior to the date and time specified for the opening. Late bid responses will not be opened and will be rejected regardless of the degree of lateness or the reason.

NDUS will not accept bids that require NDUS to pay the cost of postage or delivery.

18. **Facsimile Bids.** Bid responses faxed to NDUS will be rejected. Bids may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to NDUS before the date and time specified in the solicitation.

19. **E-mail Bids.** Bid responses e-mailed to NDUS will be rejected. Bids may be e-mailed to a third party who will put it in a properly-addressed envelope and deliver it to NDUS before the date and time specified in the solicitation.

20. **Awards.** Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein. NDUS reserves the right to award bids on the basis of grand total or individual items whichever is to the advantage of the North Dakota University System and whose bid conforms to the specifications. Price, delivery date and other factors will be considered.
21. **Bid Results.** Bidders desiring a copy of the bid results are instructed to include a self-addressed, stamped, envelope with their bid response. Bid results will be mailed when an award decision is made. Bidders may also obtain bid results or arrange to review the bid file by contacting NDUS.

22. **Withdrawal or changes to a bid response prior to the bid opening date and time.** Before the bid opening date and time, the bidder’s authorized representative may withdraw or change a bid response by making a written request to the Procurement Officer.

23. **Withdrawals after the bid opening date and time.** After the opening, no changes may be made to the bid response. The bidder may make a written request to withdraw the bid response, subject to approval by NDUS.

24. **Rejection.** NDUS reserves the right to reject any and all bids in whole or in part. Bid responses will be rejected if:
   - the bid response is not legible.
   - the bid response is not completed as requested.
   - the bid response is faxed or emailed to NDUS
   - the bid response is not responsive to the specifications or other requirements of the solicitation.
   - the bid response is received after the time and date specified.
   - the bidder was required to be registered with the Secretary of State by the deadline set, and failed to do so.

25. **Parking.** All contractors, delivery persons and vendors are required to obtain and display a University of North Dakota (UND) parking permit, park in the visitor pay lot, utilize the pay-as-you-go option at the parking ramp or park at a meter while conducting business at the University. Those who purchase a delivery/vendor permit are entitled to park in service vehicle zones. It is the responsibility of the vehicle driver to park legally and obey all parking restrictions on campus. Construction projects may warrant specific parking designations for contractors. Further parking information will be provided upon request.

Applications for construction, delivery, and vendor permits can be printed off the UND Parking Services website [http://und.edu/student-life/parking/other-permit.cfm](http://und.edu/student-life/parking/other-permit.cfm) or picked up in UND Parking Services located in 204 Twamley Hall.
TERMS AND CONDITIONS
The following are the North Dakota University System Terms and Conditions for any Contract resulting from this bid.

1. TERM
   This Contract begins on its effective date and ends on June 30, 2017.
   a. No Automatic Renewal
      This Contract will not automatically renew.
   b. Renewal Option
      NDUS may renew this Contract upon satisfactory completion of the initial Contract term. NDUS reserves the right to execute up to two (2) options to renew this Contract under the same terms and conditions for a period of twenty-four (24) months each.
   c. Performance Review
      NDUS reserves the right to review the performance of the CONTRACTOR every two (2) years starting on the effective date of the Contract.

2. PRICING
   Pricing under this Contract shall be as follows:
   
Pricing, Firm-Fixed with Adjustment Provisions. The total bid price is to include all discounts and deductions, and is to be less federal and state taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the first 90 calendar days of the Contract period, after which time the contractor may submit a request for a price increase to the Procurement Officer. Requests for a price increase or decrease must include a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. NDUS reserves the right to accept or reject, within 30 days, or cancel the Contract. The price changes will become effective as set forth in a written amendment to the Contract. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

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

4. BINDING CONTRACT
   The acceptance of a bid response in writing by NDUS constitutes a contract (Contract) between the CONTRACTOR and NDUS. Written acceptance from NDUS will be in the form of a purchase order, notification of award, or Contract. Any oral agreement or arrangement by a CONTRACTOR with a NDUS employee will have no force or effect unless reduced to writing.

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

CONTRACTOR understands that, except for disclosures specifically exempted by N.D.C.C. chapter 44-04, NDUS must disclose to the public, upon request, any records it receives from CONTRACTOR. CONTRACTOR further understands that any records obtained or generated by CONTRACTOR under this Contract, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. CONTRACTOR agrees to contact NDUS immediately upon receiving a request for information under the public records law and to comply with NDUS’s instructions on how to respond to the request.

7. PAYMENT TERMS

Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this Contract and receipt of a correct invoice. All invoices and payment inquiries must be directed to the Procurement Officer.

8. TERMINATION OF CONTRACT

a. Termination without Cause. This Contract may be terminated by mutual consent of both parties, or by either party upon 30 days' written notice.

b. Termination for Lack of Funding or Authority. NDUS may terminate this Contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The Contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.

1) If any license, permit or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause. NDUS by written notice of default to the contractor may terminate the whole or any part of this Contract:

1) If the contractor fails to provide services required by this Contract within the time specified or any extension agreed to by NDUS; or

2) If the contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

3) The rights and remedies of NDUS provided in the above clause related to defaults by the contractor are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

d. Termination, Deliveries. If the Contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by NDUS.
9. SECRETARY OF STATE REGISTRATION REQUIREMENTS

Companies conducting business in the State of North Dakota are required to be registered with the North Dakota Secretary of State as per:


Contact that office for information by telephone at 701-328-4284.

The CONTRACTOR must be registered with Secretary of State before an order will be placed by the University.

The CONTRACTOR must register and become approved within sixty calendar days or shorter time specified in writing by the Procurement Officer from the date of notice of intent to award. The bid may be rejected if the CONTRACTOR fails to register within the specified time period.

It is prohibited for any CONTRACTOR to use a representative of NDUS as a “Registered Agent”.

10. DELIVERY

The contractor shall deliver commodities and services ordered under this Contract as follows:

Delivery must be made within 30 days after the contractor receives an order from NDUS by issuance of a purchase order or use of a purchasing card.

If delivery requirements cannot be met within the specified time, the CONTRACTOR must notify NDUS in writing of the delay and the approximate date delivery may be expected.

11. F.O.B. POINT AND FREIGHT

Delivery and passage of title under this Contract shall be F.O.B. Destination, any North Dakota location. The freight is to be included in the price of the products. Title will pass to NDUS upon delivery to the specified destination.

12. SERVICE REPRESENTATIVE

The contractor must provide a dedicated service representative to provide support for this Contract. The contractor shall provide the name and contact information for the service provider. During the contract period, the contractor shall notify the Procurement Officer in the event the contractor’s service representative changes.

| Name Of Service Representative: |
| Address Of Service Rep: |
| City & State & Zip Code |
| Phone Number: |
| Toll Free Number: |
| Fax Number: |
| E-Mail Address: |

13. PURCHASING CARDS

NDUS may use a purchasing card to place an order and make payment. The CONTRACTOR will accept a purchasing card without passing the processing fees for the purchase card back to the North Dakota University System.

*The rest of this page remains intentionally blank.*
BID RESPONSE

By submitting a bid response, the bidder agrees and promises to sell, furnish, and deliver to NDUS all commodities and services contained in this Invitation for Bid for which a contract is awarded by NDUS. The bidder shall fully perform the contract in accordance with the all specifications, terms and conditions, and requirements contained in the Invitation for Bid and shall comply with all applicable North Dakota state laws, North Dakota State Board of Higher Education Policies and North Dakota University System Procedures, made a part of the Invitation for Bid and contract by reference.

Written acceptance of the bidder’s bid response by NDUS, acting through its Core Technology Services (CTS), by issuance of a purchase order or contract, constitutes a binding contract “Contract” made and entered into by and between the North Dakota University System, acting through the CTS, and the bidder named below:

<table>
<thead>
<tr>
<th>Bidder Company Name:</th>
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<tbody>
<tr>
<td>Street Address:</td>
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<tr>
<td>P.O. Box:</td>
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<td>City</td>
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<tr>
<td>State:</td>
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<tr>
<td>Zip Code:</td>
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<tr>
<td>Toll Free Telephone:</td>
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<td>Telephone:</td>
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<td>Fax:</td>
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<td>Federal I.D.:</td>
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<tr>
<td>E-Mail:</td>
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<tr>
<td>Type or Print Name of Person Signing:</td>
</tr>
<tr>
<td>Title:</td>
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<tr>
<td>Authorized Signature:</td>
</tr>
</tbody>
</table>

Bid must include:
- Statement of Warranty

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>QTY</th>
<th>UNIT</th>
<th>DETAILED SPECIFICATIONS</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>500</td>
<td>Google Search Appliance model # G100 (replacing current GB-7007)</td>
<td>$</td>
<td>$</td>
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<td>Educational pricing</td>
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<td>Included software updates, health/optimization assessments, and tech support</td>
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<td>Options for additional vendor provided services such as implementation and deployment or other detailed services</td>
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</table>

Bidders proposed delivery time:
Acceptance (For NDUS Use Only)
Bid response accepted and contract awarded.

By_____________________________________Title_________________________________

Signature ______________________________Date ________________________________