



Request for Proposal (RFP)

RFP Title: Search Appliance

RFP Number: 40-2018

Date of Issue: October 17, 2017

Due Date: 2:00pm CDT, November 7, 2017

Purpose of RFP: The purpose of this solicitation is to find a new search appliance for UND's public facing website.

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The University of North Dakota (UND) is soliciting proposals for search appliance for UND's public facing website for the Marketing and Creative Services department.

1.02

Contact Person, Telephone, Fax, E-mail

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other employees of UND may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

PROCUREMENT OFFICER: Jana Thompson

PHONE: 701-777-2126

FAX: 701-777-3948

E-MAIL: jana.k.thompson@und.edu

1.03

RFP Schedule

This schedule of events represents the UND's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: October 17, 2017
- Deadline for receipt of questions and objections related to the RFP: October 26, 2017
- Responses to questions / RFP amendments (if required) October 30, 2017
- Proposals due by: 2:00pm CDT, November 7, 2017
- UND issues Notice of Intent to Award a Contract approximately: November 30, 2017
- UND issues contract approximately: December 10, 2017

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit four (4) copies of its proposal in a sealed envelope or package.

Offerors must submit an electronic copy of their proposal on a disk, USB memory device, or CD.

Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by UND before the deadline for receipt. Envelopes or packages must be addressed as follows:

University of North Dakota
Procurement Services Office
Request for Proposal (RFP): Search Appliance
RFP Number: 40-2018
264 Centennial Dr. Stop 8381
Grand Forks, ND 58202

Proposals must be received by UND at the location specified no later than **2:00pm CT, November 7, 2017**. Proposals will not be publicly read at the opening.

Proposals may not be delivered verbally, by facsimile transmission, or by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. UND assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by UND. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06

Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, risk management provisions, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to UND, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by the deadline specified in the RFP Schedule of Events to allow issuance of any necessary amendments. If no deadline is specified, questions or objections must be received at least 7 days prior to solicitation closing.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before the time indicated in the Schedule of Events.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Verbal communications are considered unofficial and non-binding on UND. The offeror must confirm telephone conversations in writing.

1.07

Approved Vendor Registration Requirements

The successful Offeror must register and become approved within 60 calendar days from the date of the Notice of Intent to Award – or order is placed, as may be extended by the Procurement Officer. If an Offeror fails to become registered, its proposal/bid will be considered non-responsive and rejected.

To register with the North Dakota Secretary of State (fees apply) - registration instructions and forms are available on-line at: www.nd.gov/spo/vendor. The successful bidder must register and become approved

within sixty calendar days or shorter time specified in writing by the purchasing agency from the date of the Notice of Intent to Award. The bid may be rejected if the bidder fails to register within the specified time period.

1.08

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by the deadline indicated for submission of questions in the schedule of events.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors who were notified of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10

Letter of Interest

Vendors interested in receiving any notices related to this RFP are invited to contact the procurement officer with the name of their firm, contact person, mailing address, telephone number, fax number, and e-mail address. The sole purpose of the letter of interest is to provide UND with a contact person to receive any notices related to the RFP. Submission of a letter of interest is not a requirement for submitting a proposal.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

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

The University is in the midst of a major website redevelopment project. Part of the project includes replacing the current Google search appliance with a new appliance. Up-to-date status information about the project is located on the Website Redevelopment blog at <http://blogs.und.edu/web-redesign>.

2.02

Budget

The estimated budget for completion of this project is between \$12,000 and \$30,000 annually. Proposal priced at more than \$30,000 annually will be considered non-responsive.

SECTION THREE SCOPE OF WORK

3.01

Scope of Work

The following is a list of specifications required for the Search Appliance mandatory requirements section of the RFP.

The University of North Dakota is seeking a new search appliance to be implemented prior to the launch of its new website in April 2018.

The technology solution can be an on premise or cloud based solution. UND does not require open source technology or a full-managed service.

Technology Requirements

- Language detection capabilities (English)
- Spelling check/assistance through spelling suggestions, auto-complete (typehead search), wildcards and synonym lists
- Full text search
- Parse rich documents including PDF, Microsoft Office, CSV, HTML, rich text, XML and plain text
- Connect, index and query relational database including MySQL (whatever we need to search the Directory/Faculty Finder as a separate people search)
- Ability to style end user interface to match website design
- Curate and promote pages to the top of search results for certain keywords
- Back-end visual statistic reporting and analytics
- Intuitive back-end interface
- Ability to search and create collections

Preferred Technology Requirements

- Near real-time indexing with a manual option
- SSL security authentication
- Location-based geospatial search
- Search as you type
- Filtered search by attributes such as date and content type
- Parametric search/filters

3.02

Location of Work

The University will not provide workspace for the contractor.

3.03

Required Licenses

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

3.04

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01

Contract Type

Fixed Price with Adjustment

The contract will be a fixed price contract with adjustment. A fixed price will be established for the scope of work. Any changes to the fixed price will be agreed upon between the parties, and the contract will be amended.

4.02

Payment Terms

Payment will be made within thirty days after receipt of a correct invoice. All invoices and payment inquiries must be directed via email to:

Procurement & Payment Services at:
und.accountingservices@email.und.edu

or mailed to:

Procurement & Payment Services,
Twamley Hall, Room 115
264 Centennial Drive Stop 8356
Grand Forks, ND 58202-8356

Prepayment - UND will not make any advance payments before performance by contractor under this Contract.

Prompt Payment Discount Terms offered by the Contractor may be taken by UND if payment is made within the specified terms.

4.03

Term of Contract

This Contract begins on November 15, 2017 or its effective date and ends on November 14, 2018.

a. Renewal Option

UND may renew this Contract upon satisfactory completion of the initial Contract term. UND reserves the right to execute up to nine (9) options to renew this Contract under the same terms and conditions for a period of twelve (12) months each.

4.04

Time is of the Essence

Contractor hereby acknowledges that time is of the essence for performance under this contract unless otherwise agreed to in writing by the parties.

4.05

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.06

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

4.07

Force Majeure

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

4.08

Indemnification and Insurance Requirements

Indemnification

CONTRACTOR agrees to defend, indemnify, and hold harmless UND, its officers and employees from and against claims based on the vicarious liability of UND, but not against claims based on the UND's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by CONTRACTOR to UND under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for UND is necessary. Any attorney appointed to represent UND must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to defend, indemnify, and hold UND harmless for all costs, expenses and attorneys' fees incurred if UND prevails in an action against CONTRACTOR in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Insurance Requirements

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

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

2) Workers compensation coverage meeting all statutory requirements.

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

1) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

2) The Contractor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement.

3) Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

4) Contractor shall provide at least 30 day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing to the attention of the procurement officer by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from UND.

UPON RECEIPT OF THE NOTICE OF INTENT TO AWARD, THE SUCCESSFUL OFFEROR MUST OBTAIN THE REQUIRED INSURANCE COVERAGE AND PROVIDE PROCUREMENT WITH PROOF OF COVERAGE PRIOR TO CONTRACT APPROVAL. THE COVERAGE MUST BE SATISFACTORY TO UND. AN 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.

4.09

Works for Hire

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

4.10

Work Product, Equipment and Materials

All work product, equipment, or materials created for UND or purchased by UND under this Contract belong to UND and must be immediately delivered to UND at UND's request upon termination of this Contract.

4.11

Confidentiality

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

4.12

Inspection and Investigations

UND reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the contractor requirements and responsibility of the contractor. All material and workmanship will be subject to inspection and testing by UND either at the point of manufacturer, place of storage, or upon receipt.

4.13

Compliance with Public Records Law

The contract is subject to North Dakota's public records law.

4.14

Independent Entity

Contractor, its employees, agents, and representatives under this Contract are not UND employees for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. Contractor retains sole and absolute discretion in the manner and means of carrying out Contractor's activities and responsibilities under this Contract, except to the extent specified in this Contract. No part of this contract shall be construed to represent the creation of an employer/employee relationship.

4.15

Assignments and Subcontracts

The contractor may not assign or otherwise transfer or delegate any right or duty without UND's express written consent. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor will not have the authority to contract for or incur obligations on behalf of UND.

4.16

Spoliation – Preservation of Evidence

Contractor agrees to promptly notify UND of all potential claims which arise from or result from this contract. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant UND the opportunity to review and inspect such evidence, including the scene of the accident.

4.17

Severability

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

4.18

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 in the Northeast Central Judicial District Court of Grand Forks County, North Dakota. UND does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. UND does not waive any right to a jury trial.

4.19

Nondiscrimination and Compliance with Laws. The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including Title VI of the Civil Rights Act of 1964 and other laws concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to race, color, religion, sex, national origin, or physical handicap. Any subletting or subcontracting by the contractor subjects the subcontractors to this provision. Contractor will have and keep current at all times during the term of this Contract all licenses and permits required by law.

4.20

Audit

UND will have full access at all times to all of the contractor's records, regardless of physical form, that relate to this Contract. Contractor will maintain all such records for at least three years following completion of this contract.

4.21

On-Campus Parking

All contractors, delivery persons, and vendors parking on campus are required to either: obtain a 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 UND. 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. 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/parking/permits/other> or picked up in UND Parking Services located in the Transportation Building
3925 Campus Rd.

4.22

Standard Contract Provisions

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.23

Additional Terms and Conditions

UND reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.24

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish UND's rights under any contract resulting from the RFP will be considered null and void. UND is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if UND's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.25

Contract Approval

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

4.26

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, UND will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments. The contractor will not commence additional work until UND has secured any required University approvals necessary for the amendment and issued a written contract amendment, approved by UND.

4.27

Taxes and Taxpayer Identification

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

A contractor performing any contract, including service contracts, for the United States Government, State of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties.

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

4.28

F.O.B. Point and Freight

All commodities purchased through this contract will be Free on Board ("F.O.B.") final destination, freight prepaid. Unless specifically stated otherwise, all prices offered must include the delivery costs to any location within the University of North Dakota. Title will pass to UND at destination, and the vendor will be responsible for any freight claims.

4.29**Inspection & Modification - Reimbursement for Unacceptable Deliverables**

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval. UND may employ all reasonable means to ensure that the work is being performed in compliance with the contract. Should UND determine that corrections or modifications are necessary in order to accomplish its intent, UND 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 UND to terminate the contract. In this event, UND may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.30**Informal Debriefing**

When the contract is completed, an informal debriefing may be performed at the discretion of the procurement officer. If performed, the scope of the debriefing will be limited to the work performed by the contractor. The debriefing time and location will be negotiated between UND and contractor.

**SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

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

5.01 Evaluation Criteria and Award

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

EVALUATION CRITERIA

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

Technical Proposal Evaluation: 65 Points

- A. Ability to Meet Technical Requirements – 55 Points
- B. Experience and Qualifications – 15

Points Cost Proposal Evaluation: 35 Points

PROPOSAL EVALUATION

Responsiveness

All proposals will be evaluated to determine if they are responsive to the requirements of the solicitation. UND reserves the right to waive minor informalities. Minor informalities are insignificant omissions or nonjudgmental mistakes that are matters of form rather than substance, evident from RFP document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other offerors.

Responsive proposals will be evaluated by the procurement officer or evaluation committee using the evaluation criteria stated in the RFP. The technical proposals evaluation score and cost proposal evaluation score will be added to determine the total evaluation score. After the initial evaluation, the evaluation committee may determine which proposals are reasonably susceptible for award and short-list the evaluation process to only those offerors. The final evaluation score will consider information received by UND, including but not limited to, discussions with offerors, demonstrations, presentations, site visits, reference checks, and best and final offers.

Responsibility

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

5.02

Supplementary Information

UND may request supplementary information, including possible background checks, as is sufficient, in the opinion of UND, to assure UND that the Offeror's competence, business organization, and financial resources are adequate to successfully perform the work.

5.03

Contract Cost

Cost Proposal Format

- Pricing proposals should assume a 200,000 document base and 1,000,000 annual searches
- Include all technology requirements in pricing
- Price preferred technology requirements as individual optional add-ons

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

The cost amount used for evaluation may be affected by the application of North Dakota Preference laws in accordance with SBHE Policy 803.1(7).

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

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

5.04

Verbal Presentations

After any discussions for clarifications and the initial evaluation of proposals received, offerors whose proposal receive the highest scores and are determined to be reasonably susceptible for award will be required to make a verbal presentation of the proposed solution for the evaluation team. The presentations will be held at a time and location to be determined.

Offerors will be responsible for all costs associated with providing the demonstration.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

UND discourages overly lengthy and costly proposals; however, in order for UND to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Format & Proposal Submission Instructions

Format: Each proposal will include a technical proposal and a cost proposal prepared in accordance with these instructions.

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

Section 1 – Cover Letter

Section 2 – RFP Amendments

Section 3 – Information Technology Solution

Section 4 – Experience and Qualifications

Section 5 – Sample Portfolio Website Links

Section 6 – Open Records and Confidentiality

Cost Proposal – Submit in a Separate Sealed Envelope

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

University of North Dakota

Procurement & Payment Services

Attn: Jana Thompson

RFP: Search Appliance

RFP Number 40-2018

264 Centennial Dr., Stop 8381

Grand Forks, ND 58202

6.03

Technical Proposal

Section 1 – Cover Letter.

Proposals shall include a cover letter signed by an individual with authority to bind the offer that includes the following:

1. The name of the offeror, name of the person to contact regarding the proposal, email address, telephone number, and mailing address.
2. A statement that the Offeror has read and agrees to comply with the requirements stated in this Request for Proposal.
3. A statement that the Offeror's proposal accurately describes the information technology solution and services being offered to UND.
4. A statement indicating whether or not the firm or its employees have an apparent or actual conflict of interest, such as immediate family members employed by the North Dakota University System, or NDUS employees with a financial interest in the firm.

Section 2 – RFP Amendments.

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

Section 3 – Information Technology Solution

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

A. Requirements

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

Value-Added Features

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

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

B. Enterprise Architectural Requirements

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

Section 4 – Experience and Qualifications

An Offeror must provide information to demonstrate meeting the Offeror Experience and Qualifications. Qualifications Mandatory Requirements.

A. Prior Experience

Describe the number of years the offeror has provided the type of work requested in this RFP. Describe specific experience of their firm in completing similar projects. Provide a description of the project, approximate time frame of the project, and contact information for the customer.

B. Project Team

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

1. Description of anticipated work they will perform and approximate estimated hours;
2. Resume or description of the relevant education, training, experience, skills and qualifications;
3. If the offeror has vacant positions, identify the job description and minimum qualifications for staff members to be recruited.
4. Subcontractors. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Provide a statement that the offeror will ensure that the subcontractor has or will obtain any required licenses and registrations, including registration with the North Dakota Secretary of State.
5. Joint Venture. If submitting a proposal as a joint venture, offeror must submit a copy of the joint venture agreement that identifies the parties involved and its rights and responsibilities regarding performance and payment.
6. Provide a partial list of your company's customers and the type of services provided. Describe your company's process in conducting similar projects.

7. Define what distinguishes your company and services from your competition.
8. Provide an online portfolio
9. List number of customers
10. List years in business
11. Describe your user community
12. Provide link to support documentation
13. List upgrades/fixes

Section 5 – Sample Portfolio Website Links

The Offeror must provide a list of a minimum of five (5) website links to similar implementations being proposed to UND and describe how the work addressed or exceeded the clients' goals. Offeror's must provide examples of implementations completed for other clients to demonstrate experience with similar projects.

Section 6 – Open Records and Confidentiality

The State of North Dakota has broad open records laws. Proposals received are exempt from open record requirements until an award is made, in accordance with [N.D.C.C. § 44-04-18.4\(6\)](#). After award, proposals are subject to the North Dakota open records laws. Proposals or portions of proposals may be confidential only if specifically stated in law.

Offerors are instructed not to mark their entire proposal as "confidential." Offerors must provide one of the following in their proposal:

Provide a statement indicating that their proposal does not contain any confidential information, or;

Make a written request to hold confidential any trade secrets and other proprietary data contained in its proposal. Offeror must clearly identify the material considered confidential and explain why the material is confidential. See the North Dakota Office of the Attorney General website for additional information. <http://www.ag.nd.gov/OpenRecords/ORM.htm>

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

6.04

Cost proposals

Cost proposals must include an itemized list of all direct and indirect costs associated with the performance of the contract, including total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

Cost proposals must include:

- Pricing proposals should assume a 200,000 document base and 1,000,000 annual searches
- Include all technology requirements in pricing
- Price preferred technology requirements as individual optional add-ons

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 discounts terms for prompt payment. Discounts for prompt payment will not be considered in evaluating cost.

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

UND Not Responsible for Preparation Costs

UND will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the University of North Dakota). UND reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. UND's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) all applicable local, state, and federal laws, codes, and regulations;
- c) the applicable portion of the Federal Civil Rights Act of 1964;
- d) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- e) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- f) all terms, conditions, and requirements set forth in this RFP;
- g) the condition that the proposal submitted was independently arrived at, without collusion;
- h) the condition that the offer will remain open and valid for the period indicated in this solicitation; and
- i) the condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the University of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, UND reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Offer Held firm

Proposals must remain open and valid for at least 90 days from the deadline specified for submission of proposals. In the event award is not made within 90 days, UND will send a written request to all offerors deemed susceptible for award asking offerors to hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to UND's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and UND may retain the offeror's bid bond or other bid type of bid security, if one was required.

7.07

Alternate Proposals

Offerors may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will not be considered.

7.08

Subcontractors

Subcontractors may be used to perform work under this contract. 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.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within five working days from the date of UNDs request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

An offeror's failure to provide this information, within the time set, may cause UND to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of UNDs procurement officer UND.

7.09

Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

7.10

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of UND and may be returned only at UND's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until all of the proposals have been received and opened by the public entity or until all oral presentations regarding the proposals, if any, have been heard by the public entity, in accordance with N.D.C.C. § 44-04-18.4(6).

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

<http://www.ag.nd.gov/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with UND's legal counsel, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The procurement officer or an evaluation team will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award and any demonstrations, verbal presentations, or site inspections, if required in this RFP.

7.12

Right of Rejection

UND reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement office may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP. UND also reserves the right to refrain from making an award if it determines it to be in its best interest.

UND 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 RFP document, with a negligible effect on price, quantity, quality, delivery, or contractual conditions that can be waived or corrected without prejudice to other bidders.

7.13

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation team are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14

Discussions and Best and Final Offers

UND may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. UND is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the procurement officer. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation team. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: <http://www.nd.gov/spo/legal/resources/> or contact the North Dakota State Procurement Office at 701-328-2740.

7.16

Contract Negotiation

After final evaluation, the university may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, UND may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are held, the offeror will be responsible for all costs including its travel and per diem expenses.

7.17

Failure to Negotiate

If the selected offeror:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates it cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and UND, after a good faith effort, cannot come to terms,

UND may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

7.18

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation, the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and UND sign the contract.

End Request for Proposals