



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

**PERSONAL COMPUTERS AND RELATED
HARDWARE, SERVICES, AND SUPPORT
for the University of Maine System**

RFP # 13-10

ISSUE DATE:
April 21, 2010

MANDATORY PRE-PROPOSAL MEETING:
May 7, 2010 at 10:00 a.m.

PROPOSALS MUST BE RECEIVED BY:
May 18, 2010

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking proposals from experienced and qualified information technology vendors to provide national brand name desktop, laptop, peripherals, maintenance and services direct from the manufacturer(s).

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder(s) to whom the Contract is awarded shall be referred to as the "Contractor(s)."
- 1.3 Scope: In order to maximize the University's ability to meet its desktop, laptop, peripherals, maintenance and services needs while minimizing the associated costs, it is contemplated and preferred by the University that a single award may be made direct to a national brand name computer manufacturer. **However, the University reserves the right to make multiple awards** as a result of the proposals received from this RFP if, during the evaluation process, it is determined that multiple awards would be in the best interest of the University. This/these contract(s) will be the primary source for desktop and laptop computers for the University's seven campuses. The actual utilization of any contract will be at the sole discretion of the University's departments.

Departmental purchases will be allowed at all campus locations as well as resale to all faculty, staff, and students for individual purchase through our campus resellers, The Computer Connection at the University of Maine (UM) and The Campus Computer Store (CCS) at the University of Southern Maine (USM).

(Note: To satisfy their need to know what is being purchased and where it is going USM requires all sales come through the CCS – whether in person, on the phone or via the web.

- 1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:
- a) Outright purchase price for PCs and any other hardware configurations detailed on the proposal form (pricing sheets) for one-year of estimated quantities;
 - b) Ability to meet delivery times, the quality and stability of components, model selection that meets our requirements (desktop, laptop, netbook, tablet, etc.);
 - c) Bidder's ability to provide additional services/support (help desk, asset recovery programs, maintenance (3 and 4-year warranties), Customer Satisfaction—list of services (both depth and breadth of services) with references and proposed implementation plan/value add effort proposed by the vendor;
 - d) Vendor's trade-in program;
 - e) Financial stability of company – strength and reputation of company, i.e. financials / breadth of product line / market position;
 - f) Ease of procuring items from company including SciQuest hosted or punch out enabled

supplier.

- g) Financial Incentives for: prompt pay discount; rebates; discounts for electronic ordering; discounts for electronic invoicing, ec.

Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposal responses beyond that which is sufficient to present a complete and effective offer are not necessary or desired by the University.

- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

- 1.6 Award of Proposal: Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that/those bidder(s). The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

- 1.10 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #13-10

- 1.14 Proposal Submission: A **SIGNED** original and five (5) copies of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Wednesday, May 18, 2010**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to call (207) 973-3298 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAX OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP # 13-10

- 1.15 Pre-Proposal Conference: A conference will be held on Friday, May 7, 2010 at 10:00 a.m. local time at 16 Central Street, Bangor, Maine 04401. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **mandatory**. Firms

planning to attend this pre-proposal conference should contact Hal Wells at 207-973-3302 no later than 4:00 p.m. local time on Wednesday, May 5, 2010, with the names and titles of the individuals who will attend.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The University's Contract Administrator will be determined before contract signing. The Contract Administrator or designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for an initial period of three (3) years commencing upon date of award. With mutual written agreement of the parties this Contract may be extended for two (2) additional one-year periods.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered.
- 2.6 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within ten (10) business days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.9 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.
- 2.10 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State

of Maine.

- 2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.13 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from University of Maine System, Sally Dobres, Director of Equity and Diversity, (207) 973-3372.
- 2.15 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel

(In Compliance with Applicable State Law)

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.17 Smoking Policy: The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

END SECTION TWO

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

3.2 Payments: Payment will be upon submittal of an invoice to the University by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: check, PCard (Visa); Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

Financial Incentives: Depending on the nature of the financial incentives under this contract will be clearly identified in the invoice (e.g. discounts) or reported separately to the University (e.g. rebates). Any financial incentive reported separately should clearly indicate the applicable invoice(s) to which they apply..

3.3 Additional Scope: The Contractor shall permit items not covered herein to be added by the University without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional services to the University.

3.4 Business and Performance Reviews: Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet monthly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications annually.

3.5 Campus Visits: The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits "as needed" on three day notice. The Contractor will coordinate campus visits with central IT departments on each campus to insure proper communication and sharing of information related to customer projects.

3.6 Delivery of Purchases: The Contractor agrees that the delivery of purchases will be made within fourteen (14) calendar days after receipt of an order, F.O.B. destination, freight pre-paid and allowed to all locations of the University. The Contractor shall notify the University within two (2) working days after receipt of an order if the Contractor is unable to meet this requirement. Failure of the Contractor to adhere to delivery schedules, as specified, or to promptly replace rejected computers shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

3.7 Product Substitution: The Contractor may not substitute any item that has been ordered by the University without prior written or electronic approval by the appropriate purchasing officer of the University. If a substitution is approved, the substitute item must be at the same or better technology level as the original product ordered and the pricing must be the same or lower. Code compatibility – to avoid breaking the campus image maintenance process - is required in situations where the Contractor is matching another nominally identical unit procured under this Contract. Failure to comply may result in return of the item at the

Contractor's expense.

- 3.8 **Warranty:** The "expressed" warranty period for all products must be three-year on-site, with option fourth year on-site, next business day for each computer purchased. Down time for warranty service should not count against the warranty duration in situations where a down period exceeds five (5) working days. More than six (6) warranty claims for manufacturing defects in a six-month period within the first two years of coverage shall qualify the University or owner for a new device. Warranty coverage for University equipment shall begin upon acceptance after initial functional test. Warranty coverage for private parties shall begin on the date of delivery to the buyer or the invoice date, whichever is later.
- 3.9 **Toll-Free Access:** The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
- 3.10 **Return Policy:** The Contractor must provide a "total satisfaction" return policy. The Contractor must provide a thirty (30) day "no questions asked" return option, from the date-of-delivery to the end-user.
- 3.11 **Damaged Goods Replacement:** The Contractor shall be responsible for replacing, at no cost to the University, any damaged item received under this contract within thirty (30) days from notification by the University. This includes all shipping costs for returning non-functional items to the Contractor for replacement.
- 3.12 **Price Changes:** Any price reductions from suppliers, from the time of the proposal submission to the time of purchase order, must be passed on to the University. As this is a multi-year contract, where additional hardware and/or software may be required each quarter, the Contractor will be required to submit a new pricing schedule each quarter. The adjustment in the purchase price must be directly related to the changes to the hardware and/or software and/or level of service approved by the University.
- 3.13 **Annual Pricing:** The University needs the machine specifications, warranty, damage insurance, included software, price and delivery details pinned down NLT April 1st each year to allow time to get mailings out to incoming students. The University also needs to be able to sell the same models at least through October.
- 3.14 **Evaluation Equipment:** The Contractor must supply 30-day, no charge evaluation equipment to any location of the University.
- 3.15 **Commitment:** The Contractor shall be willing to make four basic commitments to insure the overall success of the contract: 1) the University has the support of the Contractor's senior management to adequately support the University account; 2) the University pricing is the lowest available pricing (net to buyer) to all University departments and, if any other government or higher education entity or any public facing web site is eligible for lower pricing through a state, regional or local contract, the Contractor will match the pricing under the University's contract; 3) the Contractor will aggressively market its products to users of this contract and the sales force will be trained, engaged and committed to making this a successful contract; and 4) the Contractor is committed to working on and resolving hardware/software problems when they are identified.
- 3.16 **Pricing Basis and Monitoring:** The Contractor shall base its pricing off its published higher education price list and shall establish a mutually agreeable system to monitor pricing.
- 3.17 **The Community College System and Maine Maritime, both public higher education institutions**

in the state shall be permitted to piggyback off of the University's contract if they should so desire.

- 3.18 Trade-in Allowance: The Contractor shall accept trade-in of old computer hardware or peripherals on new acquisitions of computer hardware or peripherals.

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities. Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

Reference pointers in the paragraphs below are placed there to assist bidders in formulating responses. They are NOT all inclusive. Bidders are responsible for addressing all terms, conditions and concerns presented in this RFP.

4.1 Business Profile:

4.1.1 **No financial statements are required to be submitted with your proposals,** however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

4.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.

4.2 Pricing: Reference 1.3a; 1.3g; 3.2; 3.12; 3.13; 3.15 and 3.16. Discuss how you plan to ensure that the University's pricing is the lowest available; how supplier price reductions and financial incentives are to be passed on; what baseline will be used for establishing and monitoring prices; and your ability to establish pricing NLT April 1st of each year.

4.3 Ordering Lead-time: Reference 3.6. Describe the lead-time requirements for all large quantity purchase orders; B2B, on-line ordering, purchase orders, etc. as well as lead-time for those units ordered prior to August 1st of each school year.

4.4 Implementation Strategy: Discuss how you would assist the University technologically and financially in the migration to new technologies such as our eprocurement initiative, while protecting the investment we have in our existing administrative applications.

4.5 Integration: Describe your plan to integrate the current University ERP System (PeopleSoft)/Oracle platform and related hardware to a web-enabled SciQuest catalog ordering system. Describe your experience and proven record of accomplishment in the design, development and implementation of eprocurement with emphasis on supplier enablement with SciQuest.

4.6 Warranty Processes: Reference 3.8. Describe your warranty process programs and reimbursement to the University for warranty Repairs performed by University service personnel.

4.7 Warranty and Warranty Service: Reference 3.8. The University requires a minimum of a three-year warranty with optional fourth-year, on-site with next business day repair service. Down time for warranty service should not count against the warranty duration in situations where a down period exceeds five (5) working days. More than six (6) warranty claims for manufacturing defects in a six-month period within the first two years of coverage shall qualify the University or owner for a new device. Warranty coverage for University equipment shall begin upon acceptance after initial functional test. Warranty coverage for private parties shall begin on the date of delivery to the buyer or the invoice date, whichever is later. Describe

your warranty and the core components of your service solutions including escalation process. List any third-party company that would be utilized to provide on-site service to University campus locations.

- 4.8 New/Future Model Disclosure: The Contractor/Manufacturer will provide the University with privileged knowledge (non-disclosures) regarding all new models offered prior to manufacturer build date. Describe your privileged knowledge program, i.e. product roadmaps.
- 4.9 Discount Pricing: Provide suggestions on the most favorable delivery schedule for receiving the best possible pricing or greatest discounts.
- 4.10 Equipment Labeling: The University may desire labeling each asset with model and serial number of the desktop, laptop or peripheral for asset management purposes. Describe your program that would accomplish this.
- 4.11 Additional Services: Describe additional services to be offered within each service category, including but not limited to information about your call center and support capabilities, forward supply/parts depot, parts ordering/delivery, training technicians/upgrades, training for student/staff/faculty and other support capabilities.
- 4.12 Lease Programs: The University may be interested, at some point, in leasing or lease-purchase programs on a 24-48 month refresh cycle, an overall support/maintenance program and a delivery and refresh process. Provide information on these programs.
- 4.13 Business Reviews and Management Reporting: Describe your capacity to provide quarterly business reviews and management reports, i.e. commodity histories, procurement card, eprocurement portal ordering information, etc. Describe how and what format/media you will provide the University with total purchasing volume for all University purchases. Reports should also be available for other institutions purchasing products under the contract. Attach sample standard reports that will be available and your ability to customize specific reports, as requested, on an ad-hoc basis.
- 4.14 Campus Resale: Provide information about your campus resale offering for all campuses to be provided under this contract, including but not limited to, demonstration units, quarterly educational rebates, display area equipment, web sites, flyers, event hosting, welcome kits, dedicated 800# for fulfillment, web site for on-line configuring and ordering, stocking requirements, marketing collateral, student finance options, technical support, delivery options, etc. Include any terms and conditions that would need to be signed by the University to have campus reseller program(s) in place.

Note: There are different business and service/support models on each of the campuses. We expect the Contractor to provide individualized solutions to meet our needs. For example, USM and UMF need to control the selection, purchase, delivery and setup process. Other campuses may not have that need.

- 4.15 Marketing: **Only with the University's permission.** Outline your company's plan for marketing products to University faculty, staff, students and departments.
- 4.16 Customer Care: Reference 3.4 and 3.5. Explain how your company proposes to resolve any complaints, issues or challenges as they arise under this contract, i.e. (problem escalation procedures). Provide an escalation matrix. Provide a detailed plan on how you propose to service the account based on your understanding of the current environment. Clearly detail support, communication, invoicing, performance, programs and services. Provide the credentials of everyone who will be assigned to this contract including personal resumes and

specific references of similar contracts. Indicate how many other clients these key members of the account team work with on a regular basis and/or have primary responsibility for assisting. Identify all individuals who will provide support to this contract including their location, position, specific responsibilities, education background, experience, technical capabilities including an organization chart if available. Provide an escalation matrix.

- 4.17 Trade-in Allowance: Reference 3.18. Provide information on your trade-in policy. If the result of the trade-in is that the manufacturer rebuilds the equipment and resells them, is there a profit sharing arrangement? If the bidder does not have a trade-in-allowance or plan, what is the mechanism they the bidder will use to meet the legal requirements of Maine's Electronic Waste Statute 38 MRSA 1610?
- 4.18 Energy Star Compliance: The University prefers to buy products that are Energy Star Compliant whenever possible. Please provide all pertinent and verifiable information with regard to Energy Star Compliance. The bidder is responsible to clearly and specifically indicate the product being offered and to provide adequate information to enable the University to determine if the product offered meets the requirements of this solicitation. Verification from the manufacturer of Energy Star Compliance must be provided.
- 4.19 EPP Commitment: The University has made a commitment to purchase Environmentally Preferred Products (EPP) to the extent possible and to buy from vendors who are being good stewards of the environment as well. To that end we ask that you provide us with information that will help us to do that in the future. Please submit with your proposal the ways in which your company is working to be better stewards of the environment. If that information is on your website, please provide us with the web address. Include:
- 1) Products that display one or more positive environmental attributes (recycled content, energy or water efficiency, low toxicity or biodegradability).
 - 2) Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.
 - 3) Products that meet certain environmental criteria during production (chlorine free, wood from a managed sustainable forest.)
 - 4) If you will reclaim or take back items (batteries, electronics, carpeting, oil products, tires and toner cartridges).
 - 5) Any credentials or awards you have received for being good stewards of the environment.
- 4.20 Payment Method: Reference 3.2. Indicate your ability to accept electronic payments.
- 4.21 References: Reference 1.4c. A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person and telephone number.
- 4.22 Contact: Reference 3.9. Provide the name, title, company name, street address, city, state and zip code; telephone, cell phone, fax numbers and email address of the individual(s) who will be responsible for supporting this contract.

CONFIGURATION INFORMATION

The following is a list of desktop and laptop configurations to be purchased initially. Bidders must complete the form of proposal by indicating University unit price and University total cost. The University has averaged purchasing of desktops and laptops in the range of \$6 - \$7 million annually in previous years. **However, this amount is estimated. The University reserves the right to buy units above or below the amount(s) estimated.** The products specified in this proposal will be ordered on an as-called-for basis, in any quantity, and may be acquired from any location within the University. If quantity discounts are offered, the bidder must so state.

Each configuration must be priced on a per unit basis. Each configuration must also, as part of its per unit cost, include the following elements: shipping cost, ability to generate ad-hoc "University" unique reports, 3-year on-site, next day maintenance agreement with an option for the 4th year.

Mandatory Desktop Pricing

Bidders must provide, with their pricing response, the description, brand, model, part number/SKU for their base system unit configuration.

NOTE: If bidder's proposed pricing models differs from that requested from the proposal form (pricing sheets), it will not be accepted. The University will only accept pricing based on % discount off of published, public higher education list price.

Mandatory Configuration #1 -- BASE DESKTOP SYSTEM – Space Saving Unit (see description that follows table)

Description/BRAND/Model/Part Number/SKU: Space Saving Unit	PUBLISHED, PUBLIC HIGHER EDUCATION LIST PRICE	% Discount	Unit Price	Total Price

To be equivalent to or better features than:

Space Saving Unit: Intel® Pentium® D Processor 945 (3.40GHz, 2X2M, 800MHz FSB)
Operating System(s): Windows OS {included in price}
File System: NTFS File System for all Operating Systems
Memory:2.0GB DDR2 Non-ECC SDRAM, 667MHz, (2DIMM)
Video Card: Integrated Video, Intel® GMA3000]
Monitors:17 inch All-In-One stand for chassis
Keyboard: USB Enhanced Multimedia Keyboard, English, Black
Mouse: USB Premium Optical Mouse, Black
Optional Chassis Components: Rear Cable Cover, 745USF
Video Adapter Cable: DVI-to-VGA Video Adapter Cable
Boot Hard Drives:80GB SATA 3.0Gb/s and 8MB DataBurst Cache™
No Floppy Drive
Energy Smart: Energy Smart Enable
Speakers: Sound Bar for all Flat Panel Displays (Black)
Removable Media Storage Devices:24X CDRW/DVD Combo
Resource CD: Resources CD contains Diagnostics and Driver
Hardware Support Services:3 Year Next Business Day onsite support
No On-site System Setup

#2 - BASE DESKTOP SYSTEM -- (See descriptions that follows table)

Description/Brand/Model/Part Number/SKU	PUBLISHED, PUBLIC HIGHER EDUCATION LIST PRICE	% Discount	Unit Price	Total Price
Minitower				
Small desktop				

To be equivalent to or better features than:

Intel® Pentium® D Processor 945 (3.40GHz, 2X2M, 800MHz FSB)
Operating System(s): Windows OS {included in price}
File System: NTFS File System for all Operating Systems
Execute Disable Bit and Service Pack 2: Execute Disable Bit for Microsoft® Windows® XPSP2 set to 'OFF.'
Memory: 2.0GB DDR2 Non-ECC SDRAM, 667MHz, (2DIMM)
Video Card: Integrated Video, Intel® GMA3000
Monitors: No Monitor
Keyboard: USB Enhanced Multimedia Keyboard, English, Black USBM
Mouse: USB Premium optical Mouse, Black
Boot Hard Drives:80GB SATA 3.0Gb/s and 8MB DataBurst Cache™
Floppy Drive and Media Card Reader Options: No Floppy Drive
Energy Smart: Energy Smart Enable
Speakers: A225 Speakers, Black
Removable Media Storage Devices:48X32 CDRW/DVD Combo
Resource CD: Resources CD contains Diagnostics and Drive
Hardware Support Services:3 Year Next Business Day onsite support
Installation Support Services: No On-site System Setup

#1 Configuration– Mandatory Pricing for Laptop/Notebook Computer - (See description that follows pricing table)

Description/Brand/Model/Part Number SKU	PUBLISHED, PUBLIC HIGHER EDUCATION LIST PRICE	% Discount	Unit Price	Total Price

To be equivalent to or better features than:

Intel® Core™ Duo T2300E (1.67GHz) 667Mhz Dual Core	LCD:15.4
Operating Systems: Windows OS {Included in Price}	Memory:2.0GB, DDR2-667
inch Wide Screen WXGA LCD Panel	
SDRAM, 1 DIMM	
Graphics:256MBvideo card	
Hard Drives:60GB Hard Drive, 9.5MM, 7200RPM	Touchpad Options: Standard
Touchpad	
No Floppy Drive	
Internal Keyboard: Internal English Keyboard	
AC Adapter: 90W A/C Adapter	
Module Bay Devices: 24X CD-RW/DVD w/ DVD player software	
Wireless LAN (802.11): 802.11a/g Dual-band Mini Card	
Batteries: 9 Cell Primary Battery	
Processor Branding: Intel Core Duo Processor	
Resource CD: Resource CD - Contains Diagnostics and Driver	
Hardware Support Services: 3 Year Limited Warranty plus 3 Year NBD On-site Service and CompleteCare	
Carrying Cases: Large Nylon Carrying Case	

#2 - BASE LAPTOP CONFIGURATION - (See description that follows pricing table)

Description/Brand/Model/Part Number/SKU	PUBLISHED, PUBLIC HIGHER EDUCATION LIST PRICE	% Discount	Unit Price	Total Price

To be equivalent to or better features than:

Intel® Core™ Duo T2300E (1.66GHz) 667Mhz Dual Core
Operating System: Windows OS {included in price}
LCD: 14.1 inch Wide Screen WXGA LCD Panel
Memory:2.0GB, DDR2-667 SDRAM, 1 DIMM
Internal Keyboard: Internal English Keyboard
Graphics: Intel® Integrated Graphics Media Accelerator 950
Hard Drive: 60GB Hard Drive, 9.5MM, 7200RPM
Touchpad: Standard Touchpad
Floppy Drive: No Floppy Drive
AC Adapter: 90W A/C Adapter
Module Bay Device: 24X CD-RW/DVD w/ DVD player software
Wireless LAN (802.11): 802.11a/g Dual-band Mini Card
Battery: 9 Cell Primary Battery
File System: NTFS File System for all Operating Systems
Resource CD: Resource CD - Contains Diagnostics and Drivers
Hardware Support Services:3 Year Limited Warranty plus 3 Year NBD On-site Service and CompleteCare
Carrying Cases: Nylon Carrying Case

#3 - BASE LAPTOP CONFIGURATION - (See description that follows pricing table)

Description/Brand/Model/Part Number/SKU	PUBLISHED, PUBLIC HIGHER EDUCATION LIST PRICE	% Discount	Unit Price	Total Price

To be equivalent to or better features than:

Intel® Core™ Duo Processor ULV U2400 (1.06GHz, 533 Mhz)
Operating Systems: Windows OS {included in price}
LCDs: 12.1 inch Wide Screen WXGA LCD Panel
Memory:2.0GB, DDR2-533 SDRAM, (512MB Integrated) 2 DIMMS
Internal Keyboard: Internal English Keyboard
Graphics: Intel® Integrated Graphics Media Accelerator 950
Hard Drives: 60GB Hard Drive, 8MM, 4200RPM
Floppy Drive: No Floppy Drive
AC Adapter: 90W A/C Adapter
Primary External Optical Drive Options: MediaBase with 24X CDRW/DVD
Resource CD: Resource CD - Contains Diagnostics and Drivers
Wireless LAN (802.11): Wireless 802.11a/g Dual-band Mini Card
Hardware Support Services:3 Year Limited Warranty plus 3 Year NBD On-site Service and CompleteCare
Carrying Cases: Nylon Carrying Case

Other Mandatory Pricing:

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If bidder(s) have other categories/classes/groups of computer products to be offered as part of a typical desktop or notebook configuration or complement the base configurations, other than those listed below, bidder should include pricing discount information for these groups based, once again, as a % off published, public higher education list price. Bidders may attach this information on additional offerings with the form of proposal (pricing sheets).

Pricing based on: _____% off published, public higher education list price for **other desktop configurations than base models**

Pricing based on: _____% off published, public higher education list price for **other laptop configurations than base models**

Pricing based on: _____% off published, public higher education list price for **server configurations**

Pricing based on: _____% off published, public higher education list price for **peripherals**

FOR LARGE (BULK) PURCHASES ON A SINGLE PURCHASE ORDER

Bidder must include additional discount pricing percentage passed on to the University based on volume based discount levels, i.e. commitment via purchase order.

ADDITIONAL % discount off published higher education list price on purchase order:

\$10,000 - \$100,000	_____%
\$100,001-\$250,000	_____%
\$250,001-\$500,000	_____%
\$500,001-\$1,000,000	_____%
\$1,000,001 +	_____%

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)