

University of Maine System
Personal Computers, Related Hardware, Services and Support for Higher Education
RFP#2017-14
ADDENDUM #01

CLARIFICATION

1. Modifying the Respondent Submission Deadline to April 21, 2017 at 5:00 p.m. EST.

QUESTIONS

1. In Section 4 of the spreadsheet (several tabs have this section), can you advise if there is something you are specifically looking for to exceed the requirement? We can exceed the requirement in multiple ways.

ANSWER: For each spreadsheet table, Respondents must provide, with their pricing response in Section 2 and 3, the description, brand, model, part number/SKU for their base system unit configuration noted in Section 1.

NOTE: If Respondent's proposed pricing submission in Sections 2 & 3 differs from that requested from this proposal form (pricing sheets), it will not be accepted. The University will only accept pricing based on % discount off the published, public higher education list price.

Please use Section 4 only if you would like to provide an option that exceeds the specifications noted in Section 1 of each spreadsheet table. ***Pricing in Section 4 is for informational purposes only and will not be part of the cost evaluation in Section 2.1.2.1 of the RFP.*

2. In several models, you require discrete graphics 1gb card for dual display output. In several of our machines, using integrated graphics you can obtain the same if not better results with dual display. Are there specific applications the University System is using that require this 1gb card? Will you accept a config that has equal to better performance with integrated graphics and dual display?

ANSWER: For each spreadsheet table, Respondents must provide, with their pricing response in Section 2 and 3, the description, brand, model, part number/SKU for their base system unit configuration noted in Section 1.

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3. On the desktop, please advise if a desktop with speakers would suffice or a desktop and soundbar as an option. Is soundbar and speaker interchangeable?

ANSWER: Yes, but soundbar is preferred.

4. Is the University System willing to use an external optical drive as the industry is trending away from integrated optical drives in their thinner and lighter devices?

ANSWER: Acceptable, however; internal is required on desktops.

5. Will the University accept a keyboard with touchpad only?

ANSWER: Yes.

6. On Table 8- Will a manufacturer be disqualified from the rfp, if their specifications do not meet a required screen size?

ANSWER: No, but please quote next best option.

7. What percentage of the University's business do they anticipate to be a standard configuration? Standard configuration meaning, set specification without a deviation?

ANSWER: We don't have the data available to answer this question. However, we purchase standards the majority of the time but minor deviations, such as additional memory, are common.

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8. What operating system is required? The RFP says enterprise or professional, would the University prefer to Windows 7 or Windows 10 pricing?

ANSWER: The University has a Microsoft volume agreement that allows it to install any Microsoft OS as long as the computer was purchased with an operating system. Therefore, the least expensive Windows OS may be included as long as the computer supports Windows enterprise versions. The RFP also requires a price to downgrade to Windows 7 if another OS is provided.

9. In table 8- The industry has standardized on SSD drives in the ultra convertible form factors, will the University permit us quote an SSD in this category? In the next 4 years, all notebooks will have SSD drives.

ANSWER: Yes

10. Tables 6, 7, and 8- They list HD as resolution 1920x1080, which is an FHD resolution. Does the University prefer HD (1366x768) or FHD (1920x1080)?

ANSWER: We require 1920x1080.

11. Does the University prefer to award to a single vendor or to multiple vendors? Will the University issue awards per item group?

ANSWER: See Section 2.2 Award. The University recognizes that any one Respondent may not provide all product lines or service offerings. While the University prefers a single solution be made to a national brand name computer manufacturer or authorized reseller

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of that brand, that is scalable to meet its desktop, laptop, maintenance and services needs while minimizing the associated costs, as it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards based on one or more Item Groups identified in Appendix C, Cost Exhibit (Item Groups), if such award is in the best interest of the University.

12. Would the University provide an estimate of system quantities over an annual period based upon configuration type?

ANSWER: See Appendix C, **CONFIGURATION AND PRICING GUIDELINE INFORMATION**

13. Would the University provide an estimate of total revenue over an annual period for the systems and services requested in this RFP?

ANSWER: See Appendix C, **CONFIGURATION AND PRICING GUIDELINE INFORMATION**

14. For the standard configurations, will the fixed unit price be held firm or will the discount off list for that configuration be held firm?

ANSWER:

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15. What version of the Windows Operating system does the University prefer? Would the University support Windows 10?

ANSWER: Please see response to Question 8.

16. Would the University share what current models are being used?

ANSWER: The Respondent should not base their solution off of our current models.

17. What applications will run on devices that require a discrete graphics card?

ANSWER: The discrete graphics card is requested in order to improve performance in many applications.

18. What does the University currently use to manage devices, is it SCCM or something similar? If not SCCM, would the University please let us know what is being used?

ANSWER: Many, but moving towards SCCM as standard.

19. What is the typical lifecycle of the laptop/desktop systems being considered?

ANSWER: 4-6 years

20. Would the University consider a financing option for this RFP?

ANSWER: No

21. Where a graphics card is specified (Tabs 1, 2, 4, and 5), if integrated graphics meets the requirement, is that acceptable?

ANSWER: Please see response to Question 2.

22. Soundbar is requested on both the system (Tabs 1 and 2) and the Accessories (Tab 3),

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should they be included in both places?

ANSWER: Yes

23. Mobile systems no longer include internal optical drives. For systems that request this which do not specify "external" in the description (Tabs 4 and 5) is external acceptable?

ANSWER: Please see response to Question 4.

24. Are there any of the following expectations/requirements:

- a. Size (physical x, y, and z dimensions)
- b. Weight (less than X pounds)
- c. Battery life (ie, 37 Whr battery versus 55 WHr battery)

ANSWER: Nothing that is not already listed in our specs.

25. Tab 8 requests a 14" ultra-convertible laptop. As of this writing, there is only one major supplier of 14" convertible notebooks. This creates a non-compete situation for the Univ of Maine. Is a 12 or 13 inch an acceptable offer in this case?

ANSWER: For each spreadsheet table, Respondents must provide, with their pricing response in Section 2 and 3, the description, brand, model, part number/SKU for their base system unit configuration noted in Section 1.

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of the RFP.

26. For Tab 9 (Tablet device) is a convertible device acceptable?

ANSWER: A tablet device is preferred.

27. Does the University have the facility to store units being shipped to the each site (Central location within the university)

ANSWER: Shipping and storage practices vary by campus. In some cases shipments go directly to end-users. In other cases, shipments are received locally and stored until deployment.

28. Is there a requirement to deliver the same day as delivery and setup would take place?

ANSWER: No.

29. Delivery & Setup at University Offices - What should be included:

- a. Unbox new system
- b. Join the domain
- c. Data Transfer from existing unit to the new system (if so how large would the average transfer be)
- d. Any application loads, if so, automated or manual
- e. Will the trash be disposed of on-site or do you need the trash taken away?
- f. Is there a central location to store the de-installed units?

ANSWER: Unpacking, physical setup, asset tagging, deploying university image, replaced equipment wiping, trash removal.

30. How many expected images and approximate size?

ANSWER:We use a hierarchical/branched image strategy and prefer as few images as possible. 20GB for OS & drivers & MS Office in the default image. Standard office

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machine ends up with approximately 45GB in use once it is expanded.

31. Will there be any VPN access available to the partner to load image off the customer's network?

ANSWER: We are flexible about suggestions for image transfer to the manufacturer

32. Asset tagging and added model and Serial Number of unit is there any other marking requirement such as Laser Etching?

ANSWER: No

33. Would there be available space at all University Locations for a supply /parts depot, also would there be a space at University Locations?

ANSWER: No.

34. If equipment repair could not be performed to meet the SLA deadline would a like unit swap be acceptable? Temporary or permanent.

ANSWER: Yes, as long as it fits in with our standard models.

35. What will the university's strategy be to support in and out of warranty equipment purchased by the university before this contract?

ANSWER: Existing hardware is not part of this RFP.

36. What acceptance documentation will we be required to collect upon Delivery of equipment, Service Calls?

ANSWER:

Delivery: Packing slips which list serial numbers and signature acceptance of delivery.

Service Calls: Repair statement including work performed, parts changed, any change to

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serial#, technician name, date, time, etc.

37. Will setup and delivery of a larger group of items for a single area be covered as a project outside the SLA's assigned?

ANSWER: In your response if a certain size order poses a problem for SLA compliance, the respondent should note such exceptions with specific size triggers.

38. Peripherals and Accessories what is the anticipated SLA for those products?

ANSWER: The SLA is expected to apply to all products. The bidder should note any exception situations.

39. Video Projectors are mentioned in this RFP but with no specifications identified.

ANSWER: Video Projectors are not part of this RFP.

40. If video projectors are required would they be (sitting on a desk, short-throw projects, projector for white screen, if the later would you require all the mounting hardware?)

ANSWER: Video Projectors are not part of this RFP.

41. Recycling/Disposal – Can these be stored on campus till a sufficient amount are ready for disposal to reduce cost?

ANSWER: There are limited amounts of space on campuses. However, a reasonable number of machines can be stored.

42. What type of maintenance would be required by the university? Yearly functionality testing? Please provide more detail, please?

ANSWER: After delivery and setup, no yearly functionality testing will be required.

43. Can you provide more detail on the Technology Certifications / Training required?

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ANSWER: Refer back to Warranty section in RFP.

44. What Criteria is used to distinguish SLA's as to Critical, Urgent and Normal? And do they pertain to all user base?

ANSWER: The three severities are defined in section 3.2 of the SLA document. Yes, they pertain to all users.

45. Will University provide the RFP and Appendices in word format to allow easier response?

ANSWER: Yes if requested in writing by the Respondent.

46. Provide the number of systems at each University locations that will require setup services by provider?

ANSWER: The University is entertaining the concept of engaging vendors to provide on-site device setup services and does not have an estimate of the number of units at this time.

47. Prior to equipment setup does the University have ample storage for new systems at each University location?

ANSWER: The campuses have limited storage at each location.

48. What is the University's definition of system "Setup"? Define tasks included.

ANSWER: See previous answer to Question 29.

49. Are there any data migration requirements during system setup?

ANSWER: Yes.

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50. Will system setup be performed during normal business hours, Monday-Friday, 8am – 5pm?

ANSWER: Yes.

51. After setup does the University have ample storage for old systems at each University location prior to Recycling/Disposal pickup?

ANSWER: There are limited amounts of space on campuses. However, a reasonable number of machines can be stored.

52. Will non-institutional orders need to receive an image and asset tag?

ANSWER: No

53. Can you please provide more information on what you're looking for in regards to Management Intern Programs?

ANSWER: For each of the examples listed in Section 1.1.5 Proposal Innovation & Improvements we are looking for whether your offering has any added value services, incentives, and economic situations beyond the scope of this RFP. The list of items was meant to provide examples only.

54. Under your current systems contract, can you give us an example of how your toll-free telephone access to technical support currently works?

ANSWER: 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.

55. If a substitution needs to be made on an order due to a newer model being released,

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what is the process to follow as a vendor? For example, who in procurement do we need to contact.

ANSWER: A resource would be provided from IT, for all campuses for order changes due to model or parts unavailability.

56. In regards to service, can you explain more about your migration needs and asset management (pg. 7)?

ANSWER: This may vary greatly depending on the Respondent's capabilities, the University is not prescribing anything specific here. If you look at Rider F of the Master Agreement you will see that in 3.7 Other Incident/Request/Process Resolution Times, Asset Management provides metrics & targets that may be useful and provide more insight. Additionally in RFP Appendix I the Service Offerings have a description. We need machine data migration during setup.

57. Appendix E, § 2 (Term) states that "This Agreement shall commence July 1, 2017 and shall terminate December 31, 2019, unless terminated earlier as provided in this Contract with option for one (1) or two (2) year renewals upon the parties' mutual agreement. The Agreement may not extend beyond December 31, 2024."

a. Are the options for renewals intended to be a single 1 year or a single 2 year renewal (for example, 1 year option from 2019 would extend contract to 12/31/2020 and 2 year option would extend contract to 12/31/2022)?

ANSWER: Both, renewals upon the parties' mutual written agreement

b. Confirm the "term" of the contract is through 12/31/2019?

ANSWER: Confirmed with option for renewals upon the parties' mutual agreement

c. Are the options for renewals meant to be potential successive renewals upon mutual agreement up to 12/31/2024?

ANSWER: Yes potential based upon the parties' mutual written agreement.

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58. § 3.C of Appendix E: “Multi-Institutional Capabilities”

- a. University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of the agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as University College a division of University of Maine at Augusta. Are these additional “University” institutions, facilities and additional entities all “affiliates” of the University that are under common control? Are any of these institutions, facilities or entities outside of the University of Maine system?

ANSWER: Since this is an enterprise agreement for the University of Maine System we will remove the clause.

59. § 26 of Appendix E: “Multi-Institution Capabilities”

- a. Community College System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off of University’s contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities. Is Community College System or Maine Maritime Academy affiliated with the University of Maine? Is University of Maine going to guarantee payment and compliance with the terms and conditions of the Contractor/University of Maine contract to Contractor for orders placed by Community College System and Maine Maritime Academy?

ANSWER: Since this is an enterprise agreement for the University of Maine System we will remove the clause. This enterprise agreement will cover all entities under the governance of the University of Maine System.

60. Appendix E is “Contract for Services Master Agreement”: Does University of Maine intend for the resulting contract based on Appendix E as negotiated to also cover the sale of Products by Dell to University?

ANSWER: The Master Agreement will cover all the products and services supporting the offeror’s solution that are specifically awarded by the University in relation to this RFP.

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61. RFP Section 1.2.1.1 states that “The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as Appendix E.”

- a. Can Vendor bid based on existing contract between University of Maine and Vendor?

ANSWER: No

- b. If new contract based on Appendix E is required to be negotiated for any RFP business awarded to Vendor, will University of Maine accept additional or different terms to Appendix E to cover products?

ANSWER: Please refer to Section 1.2.

- c. Is the resulting contract intended to cover the sale of products (hardware, software) and services (support, consulting/professional services)?

ANSWER: Please refer to Section 1.1.4 and note that the Respondent’s response may be for one or more of the Groups noted and that multiple awards may be made.

- d. If vendors submit additional and/or different terms (to be consistent with industry standard terms), does the University recognize that the vendors’ submission is subject to those terms with an intent to negotiate?

ANSWER: Please refer to Section 1.2.

62. RFP Section 1.2.1.3 states that “By submitting a response to the Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. Who are the “other End Users”?

ANSWER: University employees and students.

- b. Will University agree to the following provision with respect to Software Software (defined as any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form as well as the related documentation provided by Vendor/Respondent to you) is subject to the separate license agreement accompanying the Software, along with any product guides, operating manuals, or other

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documentation included with the software media packaging and presented to University during the installation or use of the Software. University agrees that University will be bound by such license agreement.

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

- c. Can Respondent take exception to this Section 1.2.1.3.c of the RFP? Can Responded take exception to Section 5.c of Appendix A?

ANSWER: No

63. RFP Section 1.3.4 states that “By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

- a. Does University agree that the Respondent only agrees and accepts terms/conditions to extent does not object thereto in its proposal response/bid response?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

- b. If a vendor takes exception to terms and conditions in the University’s contract (Appendix E) or any of the terms and conditions in the RFP or its Appendices or Riders, will the University recognize the vendor’s submission is subject to those exceptions with intent to negotiate?

ANSWER: Please refer to Section 1.2 and Section 1.3.4 which notes any exceptions should be noted in your response

- c. If the University does not accept Vendor’s exceptions to terms and conditions in RFP or to any content included in the RFP including terms and conditions in the Appendices and Riders and the parties fail to reach a negotiated agreement with respect to the term or condition, can the Vendor at that point withdraw its proposal without being required to enter into an agreement with the University that adheres to the original requirement as stated in the RFP? Can the University nevertheless require Vendor to enter into contract with the University and comply with the original requirement as it appears in the RFP?

ANSWER: Respondent may withdraw and University may revoke the award.

- d. If University desires to make an award to a Vendor that takes exception to the RFP, terms and conditions or any content of the RFP/Appendices to the RFP, will the

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University enter into negotiations on the exceptions with the Vendor before making the award?

ANSWER: The University will not enter in discussions regarding the exceptions prior to making the award.

64. Appendix E, Section 3.A (Payment), will University agree that the payment terms are net 30 for any undisputed invoices and to pay undisputed portion (if any) of the invoice within net 30 payment terms?

ANSWER: Yes as long as a new invoice is provided with the undisputed portion only.

65. Appendix E, Section 3.A (Payment), will University agree to provide written explanation of dispute together with any supporting documentation if there is portion of invoice that is disputed? Will University agree to work in good faith with Vendor to resolve the dispute?

ANSWER: Yes to both questions.

66. Appendix E – Section 4, Termination, will University agree to provide advance written notice of 30 days or in the alternative some other reasonable notice period before terminating for convenience?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

67. Appendix E – Section 13, Indemnification, does University agree that the indemnification and hold harmless provisions apply to third party claims only? Will University agree to replace Section 13 (Indemnification) with the indemnification provision in the existing Dell/University of Maine contract?

ANSWER: No. Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

68. Appendix E – Section 16, Intellectual Property:

- a. Will the University agree that (i) except for unique and exclusive deliverables custom built for the University, Contractor will maintain ownership of the deliverables and provide University with a license to use the deliverables for internal purposes; and (ii) for certain

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unique and exclusive deliverables identified in an SOW as deliverables and agreed to by the parties, ownership can be provided to the University?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

- b. Will the University agree that Contractor retains all IP Rights in the “Utilities” (e.g. know-how, IP, methodologies, processes, technologies, algorithms, software or development tools used in performing Services)?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

- c. Will the University agree that Contractor retains all IP Rights in “Residual IP” (e.g. ideas, concepts, know-how, processes, reusable reports, designs, charts, documentation, forms, templates or output developed, created or otherwise used by or on behalf of Contractor in course of performing the Services or creating the Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of the University)?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

69. Will the University agree that notwithstanding any other provision in the agreement, Contractor and its suppliers retain all their respective pre-existing intellectual property rights that existed prior to delivery of the specific deliverable or service?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

70. Appendix E Section 19 (Record Keeping, Audit and Inspection of Records), will University agree that the records and documents that are the subject to Section 19 of Appendix E (Record Keeping, Audit and Inspection of Records) are only those relevant to the parties’ financial obligations under this contract?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

71. Appendix E Section 21 (Confidentiality), will University agree to mutual confidentiality

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provision in the existing Volume Purchase Agreement?

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

72. Will University agree to the following Confidentiality provision: “Confidential Information” means information that is designated as confidential or should reasonably be understood to be confidential. Confidential Information may only be disclosed to the receiving party’s personnel, professional advisors, agents, and subcontractors (“Representatives”), or governmental taxing authorities, on a “need-to-know” basis in connection with this Agreement. Representatives shall be bound to treat the Confidential Information under terms at least as restrictive as those herein, and the receiving party shall be liable for unauthorized disclosures by its Representatives. Each party will use at least the same degree of care as it employs with respect to its own Confidential Information, but not less than a commercially reasonable standard of care. The foregoing shall not apply to information that (i) is independently developed without use of the other party’s Confidential Information; (ii) has been obtained from a source which is not under a confidentiality obligation; or (iii) is or becomes publicly available without fault of the receiving party. If receiving party must disclose Confidential Information as required by law, it shall give reasonable prior notice to the disclosing party. These obligations shall continue for 3 years from the initial date of disclosure, except that obligations related to information about a party’s trade secrets and intellectual property shall never expire.

ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.

73. Rider A, Pricing states “Refer to Rider A-1. Pricing will be valid for the term of the Agreement.” Is the “term” of the Agreement until 12/31/2019? If not, on what date does the “term” of the Agreement end? Will University accept pricing that is valid for period of time shorter than the “term” of the Agreement?

ANSWER: Yes in the current version of Appendix E the initial term expires 12/31/2019

74. If Respondent/Vendor takes exception to any terms or conditions in the RFP, Appendices or Riders thereto, does University want an exceptions section in RFP response or does University want redline of the applicable Appendix or Rider or term/condition?

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ANSWER: Please refer to Section 1.2. The University will not enter in discussions regarding the exceptions prior to making the award.