



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR PROPOSALS (RFP)**

**VIDEO CONFERENCING EQUIPMENT**  
**University of Maine System**

**RFP # 36-13**

ISSUE DATE:  
May 15, 2013

PROPOSALS MUST BE RECEIVED BY:  
June 11, 2013

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 for the provision of video conferencing equipment.

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 to whom the Contract is awarded shall be referred to as the "Contractor."

- 1.3 Scope: The University of Maine System is seeking proposals for the provision of equipment to include options and accessories for a variety of video conferencing environments. Though solution design will largely be dictated by each installation, this RFP is intended to provide the University with the means for purchasing video conferencing equipment and accessories for a variety of designs, applications, and locations. No engineering of specific locations, system integrations, or management systems is required. This will be done on an as needed basis. Instead, this RFP seeks to establish preferred supplier relationships, including pre-negotiated pricing, terms and conditions. The Contractor(s) will be expected to hold pricing (percentage discount off list pricing, including for new products) for products offered through this RFP throughout the duration of the Contract (per Section 3.1).

Though award of any contract pursuant to this RFP does not guarantee any specific purchases, it is anticipated that equipment needed for a total of approximately 18 rooms will be purchased in the first year. Since the University's future equipment needs and budget capacity are not known at this time, no estimate is available for later potential contract years.

Responses should include recommended video conferencing codecs, options, and accessories for generic room templates (defined below) as well as complete lists of codec options and accessories that may need to be deployed based on individual room characteristics. Solutions shall include the ability to add external equipment including but not limited to laptops, document cameras, and ceiling microphones.

- 1.3.1 Generic Room Templates: Since it is not possible to provide specifications for the locations where this equipment may be deployed, Bidders should use the following room templates (note that configurations and equipment listed are intended to describe a typical installation – Bidders should recommend codecs and associated options and accessories based on these generic room templates that should not be limited to these typical configurations):

Small Conference Room (10 to 15 seats):

- Single display for shared content and/or video conferencing
- Functionally integrated system camera
- Ability to connect laptop computer for shared content
- Sound generally delivered through display monitor
- Single microphone that can be placed on conference table or mounted on ceiling
- Easy to use controls for all video conferencing/shared presentation functions

Large Conference Room (20 to 25 seats):

- Ability to support one or two individual display(s) (depending on room characteristics) for shared content and video conferencing
- Functionally integrated system camera(s)
- Ability to connect laptop computer and other devices (e.g., video player)
- Sound generally delivered through display monitors and/or external or ceiling mounted speakers
- Multiple microphones that can be placed on conference table and/or mounted on ceiling
- Easy to use controls for all video conferencing/shared presentation functions

Standard Classroom (30 to 40 seats):

- Multiple displays (and/or projector(s)) for shared content and video conferencing
- Functionally integrated system camera(s) and/or external camera(s)
- Ability to connect laptop computer and other devices (e.g., video player, document camera)
- Sound generally delivered through external or ceiling mounted speakers
- Multiple microphones ceiling mounted and/or portable
- Easy to use controls for all video conferencing/shared presentation functions

Large Classroom or Small Presentation Venue (120+ seats):

- Multiple projection displays for shared content and video conferencing
- Externally mounted cameras
- Ability to connect laptop computer and other devices (e.g., video player, document camera)
- Sound generally delivered through external or ceiling mounted speakers
- Multiple microphones ceiling mounted and/or portable
- Easy to use controls for all video conferencing/shared presentation functions

Portable Conference Unit:

- Generally equipped for characteristics of a small conference room.
- May be used standalone and/or moved into a variety of locations including small and large conference rooms and classrooms or may be connected into larger venue spaces

1.3.1.1 Bidders may recommend more than one video conferencing codec per room template.

1.3.1.2 Bidders are encouraged to include lower-cost alternatives or options – such as standard definition capabilities – that may be selected to reduce costs, if necessary.

- 1.3.1.3 All proposed equipment must be standards-compliant (e.g., H.323/SIP) and interoperable with current equipment manufactured by Polycom and Cisco (Tandberg).
  - 1.3.1.4 Bidders are encouraged to include recommended optional accessories that will enhance and/or add value to each Generic Room Template.
- 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: discount off manufacturers' list pricing offered; the technical and financial suitability of systems, options, and accessories; warranty coverage and product support provided for systems, options, and accessories; Bidder's references in the higher education market; and overall value to 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](http://www.maine.edu/strategic/upcoming_bids.php). It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. 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](mailto:hcwells@maine.edu)

Bidders may submit written questions and requests for clarification not later than close of business, May 31, 2013.

The University will respond to written inquiries not later than close of business, June 4, 2013.

- 1.6 Award of Proposal: The University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University may elect to award to multiple bidders. 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/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost proposal/submission if that proposal/submission 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.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

- 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 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 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 #36-13

- 1.15 Proposal Submission: A **SIGNED** original and three (3) copies of the proposal, and a virus-free electronic copy (e.g., CD, thumb drive), must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by close of business on **Tuesday, June 11, 2013**, 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 check <http://www.maine.edu/alerts/> 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. **FAXED 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 # 36-13

- 1.16 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

## SECTION TWO

### 2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Office of Strategic Procurement or its designee shall be the University's authorized representative (the Contract Administrator) 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 a period of 2 years commencing upon July 1, 2013. With mutual written agreement of the parties this Contract may be extended for up to three (3) 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, and 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 30 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 **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 or designee, 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.

- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, 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.
- 2.14 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.
- 2.15 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 Office  
Sally Dobres  
Director of Equity and Diversity  
(207) 973-3372

- 2.16 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.



- 2.17 Contractor's Liability Insurance: During the term of this Contract, 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 (In Compliance with Applicable State Law)	Required for all personnel

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

- 2.18 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.

Several campuses within the University System are tobacco free campuses. In these instances, the use of tobacco and all smoking products is not permitted on any University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles. Should Contractor provide any services on a University campus, the Contractor will comply with all applicable campus smoking policies and it will be the responsibility of the Contractor to determine which policies apply.

- 2.19 Payments: Payment will be upon submittal of an invoice to the address shown on the University's purchase order 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: Bank of America's ePayables and PayMode electronic payment systems.

## SECTION THREE

### 3.0 PERFORMANCE TERMS AND CONDITIONS:

- 3.1 Pricing: Contractor will, throughout the duration of the Contract including contract extensions, maintain prices expressed as a percentage off list price, including new versions of listed products (i.e., as products reach end of life and are replaced by new products, those new products will be priced at the same, or better, percentage discount off list price as the product being replaced). New products added shall be priced at the same, or better, discount off list as those of similar nature currently on the Contractor's product list. If Contractor provides additional discounts for quantity orders (as outlined in Contractor's original proposal) those quantity discounts shall apply over the contract period.
- 3.2 Transportation Charges: All sales shall be F.O.B. Destination and all transportation charges shall be included in the purchase prices of the products offered.
- 3.3 Warranty: All materials and equipment shall be fully guaranteed against defects for a minimum period of one (1) year following the date of delivery.
- 3.4 Product Support: Contractor shall provide product support, over and above that provided by the product manufacturers, to include basic product support, solution support for recommended solutions involving multiple manufacturers' products, and escalation support for all products offered.
- 3.5 Sales Support: Contractor shall provide dedicated sales and sales support resources and promptly notify the University of any changes to these resources.
- 3.6 Equipment Standards: All equipment must be standards-compliant (e.g., H.323/SIP) and interoperable with current equipment manufactured by Polycom and Cisco (Tandberg).

## 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.

#### 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 and Equipment to be provided on the Contract: Bidder shall include with its proposal a hard copy listing of all the products to be offered arranged in categories by Generic Room Template (see Section 1.3.1). The electronic version of this list included in the proposal submission (see Section 1.15) shall be in the form of an Excel spreadsheet. This list will include, at a minimum for each product offered the following information:

- Manufacturer name
- Manufacturer part number
- Bidder part number (if applicable)
- Product description
- List price
- Percentage discount off list
- Net price

4.3 Transportation Charges: Confirm that all sales shall be F.O.B. Destination and all transportation charges shall be included in the purchase prices of the products offered (per Section 3.2).

4.4 Warranty: Confirm that all materials and equipment shall be fully guaranteed against defects for a minimum period of one (1) year following the date of delivery (per Section 3.3). Note term of warranty coverage if that coverage exceeds one (1) year.

4.5 Product Support: Describe product support, over and above that provided by the product manufacturers, to include basic product support, solution support for recommended solutions involving multiple manufacturers' products, and escalation support for all products offered.

4.6 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.

- 4.7 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:
- 4.7.1 Products that display one or more positive environmental attributes (recycled content, energy, low toxicity or biodegradability).
  - 4.7.2 Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.
  - 4.7.3 Products that meet certain environmental criteria during production (chlorine free, wood from a managed sustainable forest.)
  - 4.7.4 If you will reclaim or take back items (batteries, electronics).
  - 4.7.5 Any credentials or awards you have received for being good stewards of the environment.
- 4.8 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)
- 4.9 References: 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, telephone number and email address.
- 4.10 Services Available: Though not part of this RFP, the University will occasionally need design, installation, and repair services from video conference equipment suppliers. Please include with your submission information about services provided by your company. NOTE: Information provided WILL NOT used to evaluate the proposal submission, but rather will provide useful information in the future as the need for services arises.

SIGNATURE PAGE

COMPANY NAME: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

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(Phone)

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(E-mail Address)

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(Date)