

# Administered by University of Maine System Office of Strategic Procurement Request for Proposal (RFP)

# PERSONAL COMPUTERS, RELATED HARDWARE, SERVICES AND SUPPORT FOR HIGHER EDUCATION

# RFP #2017-14

Issued Date: March 13, 2017

Response Deadline Date/Time: April 18, 2017, 2:00 p.m. EST

**Response Submission Information:** 

Submitted electronically to robin.cyr@maine.edu Email Subject Line – Personal Computers, Related Hardware, Services and Support for Higher Education RFP#2017-14

## **Response Contact Information:**

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## **1.0 INTRODUCTION**

## 1.1 Definitions, Background, Purpose and Specifications

**1.1.1** Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

#### **1.1.2** Background

#### <u>Overview</u>

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization. Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.

#### Campus thumbnails

#### University of Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. Celebrating its 50<sup>th</sup> anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state's capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through University College centers around the state. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

#### University of Maine at Farmington

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

#### University of Maine at Fort Kent

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "rural university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in such disciplines as nursing, business, education, forestry and cyber security among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. Featuring seventy-seven full-time and adjunct faculty and eighty-one staff, UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

#### University of Maine at Machias

The University of Maine at Machias, a member of the University of Maine System, sits on the Gulf of Maine, surrounded by rivers, forests, fishing villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine's Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM's fifteen undergraduate degree programs serve approximately 800 students. The University's applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

#### **University of Maine**

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105<sup>th</sup> by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

#### University of Maine at Presque Isle

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, smalluniversity environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and the University strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

#### **University of Southern Maine**

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education.

Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

#### 1.1.3 Purpose

The University of Maine System is seeking proposals from experienced and qualified information technology suppliers to provide enterprise-class quality national brand name desktop, laptop, and tablet computers, and maintenance and services direct from the manufacturer(s) or from authorized reseller(s) of those brands. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

All campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

#### **1.1.4** Specifications / Scope of Work

The University of Maine System is seeking proposals for products whose manufacturers appear in one of the four quadrants in the most current version of the Gartner Magic Quadrant for Global Enterprise Desktops and Notebooks. Bidders will be required to provide information supporting inclusion in this report, including quadrant placement. In the case of a reseller responding to this RFP, information will be required for the manufacturers of products represented in the proposal.

In addition to orders placed directly through the University's eProcurement system, purchases from contracted supplier(s) shall include resale to University departments and to all faculty, staff, and students for individual purchase through our campus computer resellers, and for individual, non-institutional purchase only, through direct sales through the contracted supplier or reseller's website.

Computer hardware is defined as personal desktop computers, laptop computers, tablets, flat panel monitors, and other related products (external devices and components).

Service is broadly categorized as pre and post sales, service and support, implementation and other value add opportunities.

Respondents are expected to furnish computer equipment and related hardware, software, services and support as required by members. All products offered under a resulting Agreement shall be new, unused and currently available. Remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the member.

Respondents may respond with proposals to one or more of the following Item Groups:

#### Group #1

- Personal Computers (desktops, workstations, laptops, tablets, thin clients)
- Peripherals and Accessories (monitors/displays, memory, docking stations, input devices, storage devices and systems, video projectors, cameras, audio and headsets)

#### Group #2

Services & Support – Image Loading

#### Group #3

Services & Support – Asset Tagging

#### Group #4

Services & Support – Delivery & Setup at University Offices

#### Group #5

Services & Support – End of Life (Recycling/Disposal)

#### Group #6

• Services & Support – Parts Depot

#### Group #7

Services & Support – Technology Certifications/Training

Respondents shall clearly state their ability to provide equipment and services noted above. Proposals must include a full description of each service offering. Services may include but not limited to asset tagging, image loading, delivery and setup at University Offices, maintenance, support, training, migration, integration, asset management, recycling/disposal, parts depot, technology certifications and training, etc.

The University recognizes that any one Respondent may not provide all product lines or service offerings. No computer-related systems, products, or services have been excluded from this RFP. All computer product, supplies and accessories carried in a Respondent's catalog(s), price book(s) or otherwise available by special order are part of this solicitation. Respondents must indicate the groups they are responding to in their proposal using the first worksheet of Appendix C, Cost Exhibit – Item Groups.

## 1.1.5 Proposal Innovation & Improvements

Respondent is encouraged to offer innovative ideas, new concepts, and alternative partnership arrangements falling outside the specifications of this RFP. Added value services, incentives, and economic solutions beyond the scope of this RFP may be considered. Examples may include:

- Creative programs to ensure quick and deep ongoing "traction" with the membership
- Programs to elevate sales made on campus (departmental "road shows," leveraging web site messages, etc.)
- Willingness to work with members' on-site retail facilities (campus stores), if such program exists
- Extending the Agreement to faculty, staff, and students through employee purchase programs
- Willingness to work with members on sponsorship opportunities (signage, outdoor media, game day, etc.)
- Trade-in programs as a sustainability initiative
- Creative pricing (signing bonuses, rebates, etc.)
- Incentives for early payment
- Management Intern Programs

The University may accept an offer under this RFP demonstrating such a significant change or improvement that it considers being breakthrough advancement to the services being sought.

#### 1.1.6 Report of Sales

Respondents shall be provided an electronic file listing of all University purchases and shall be required to file a monthly electronically formatted report of total U.S. dollar sales for the University of Maine System. The Report of Sales shall include, but not be limited to, campus name and date of sale. The report will be provided in editable MS Excel format. The Report of Sales is due no later than ten (10) days following the end of the month. The initial Report of Sales is due no later than thirty (30) days after the month of the effective date of the Agreement. Failure to report monthly sales may be grounds for termination of contract. All reports shall be sent via e-mail in the required format to the contract administrator.

All orders, regardless of method shall be included in the total report of total U.S. dollar sales.

## **1.2 General Information**

## **1.2.1** Contract Administration and Conditions

1.2.1.1 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**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

> The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

> In the event of a conflict of terms the following precedence will apply:

- 1. University of Maine System Contract for Services
- 2. Agreement Riders as required
- 3. Contract Amendments (as required)
- 4. The University's RFP
- 5. Respondent's Submission
- 6. Purchase Order or Letter of Agreement
- 1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :
  - a. Provide any defense, hold harmless or indemnity;
  - b. Waive any statutory or constitutional immunity;
  - c. Apply the law of a state other than Maine;
  - d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
  - e. Add any entity as an additional insured to UMS policies of insurance;
  - f. Pay attorneys' fees, costs, expenses or liquidated damages;
  - g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
  - h. Permit an entity to change unilaterally any term or condition once the contract is signed; or
  - i. Agree to automatic renewals for term(s) greater than month-to-month.

- 1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The above Agreement provisions (Section 1.2.1.2) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - b. The above Agreement provisions (Section 1.2.1.2) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

#### **1.2.2** Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming\_bids.php

It is the responsibility of all Respondents 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 using the **Response Contact Information** provided on the cover sheet of this document.

Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

**1.2.3** Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. Such request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document, with a copy of the request to the successful Respondent.

After the protest period has passed and the Agreement is fully executed, the winning response 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 portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

#### **1.2.4** Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

#### **1.2.5** Authorization

Any 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

#### **1.2.6** Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

#### 1.2.7 Pricing

All prices provided shall remain firm for the entire term of the agreement.

#### **1.2.8** Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

#### 1.2.9 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

#### **1.2.10** Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

## **1.3 General Submission Provisions**

**1.3.1** Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	March 22, 2017
Section 1.2.2	Response to Written Inquiries/Questions	March 30, 2017
Section 1.2.2	Deadline for Proposal Submission	April 18, 2017
Section 1.3.8	Estimated Respondent Presentation Date and Equipment Evaluation <b>(subject</b> <b>to change)</b>	May 8 – May 26, 2017
Section 2.2	Award Announcement (subject to change)	June 2, 2017
	Estimated Agreement Start Date (subject to change)	July 1, 2017

#### **1.3.2** Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

#### 1.3.3 Debarment

Respondents must complete and submit the "Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Submission of a signed response 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.

#### **1.3.4** Response Understanding

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.

#### **1.3.5** Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

#### **1.3.6** Non-Response Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

## **1.3.7** Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

## **1.3.8** Response Submission

A SIGNED virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

# 2.0 EVALUATION AND AWARD PROCESS

## 2.1 Evaluation Criteria

2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	30
Appendix D	Economic Impact	10
Appendix E	Contract for Services	Pass/Fail
Appendix G & H	Organization, Qualifications, Experience and References	10
Appendix I	Implementation	10
Appendix I	Warranty	10
Appendix I	Service Offerings & Service Level Commitment	15
Appendix I	Presentation & Equipment Evaluation	15
Appendix J	Accessibility	Pass/Fail
Appendix K & L	Information Technology Security	Pass/Fail
	Total Points	100

## **2.1.2** Scoring Section Descriptions

2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x (35) = pro-rated score

The University will <u>NOT</u> seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will <u>NOT</u> be given another opportunity to modify pricing once submitted.

#### 2.1.2.2 Economic Impact

Using the form in **Appendix D** (Economic Impact Evaluation Form), the Respondent (Respondent identified on the "Response Cover Page" of their submission) is required to describe the Respondent's recent and anticipated economic impact upon and within the State of Maine.

University of Maine System RFP Rev. 07/01/2016 The Economic Impact for this RFP will be assigned a score according to a mathematical formula.

<u>Recent Economic Impact</u>: The highest recent economic impact will be awarded <u>5 points</u>. Proposals with lower recent economic impact will be awarded proportionately fewer points calculated in comparison with the highest impact.

The Recent Economic Impact scoring formula is:

(Recent Economic Impact proposal being scored / Highest submitted recent Economic Impact proposal) x  $\underline{5}$  = pro-rated score

<u>Projected Economic Impact\*</u>: The highest projected economic impact will be awarded <u>5 points</u>. Proposals with lower projected economic impact will be awarded proportionately fewer points calculated in comparison with the highest projected economic impact.

The Projected Economic Impact scoring formula is: (Projected Economic Impact proposal being scored / Highest submitted projected Economic Impact proposal) x  $\underline{5}$  = pro-rated score

\*<u>Projected Economic Impact is to be based **solely** on the resulting contract should the Respondent be awarded the contract for these services (See **Appendix D** for a more detailed <u>explanation</u>).</u>

Please note: If the University determines that the Respondent's recent and/or projected economic impact information is deemed to be <u>substantially inaccurate</u>, then the University may determine to <u>not award any points for economic impact</u> to that Respondent for the applicable section(s).

#### 2.1.2.3 Contract for Services

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving a FAIL in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive a PASS.

- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive a FAIL.
- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.
- 2.1.2.4 Organization, Qualifications, Experience and References The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.
- 2.1.2.5 Implementation, Warranty, Service Offerings, Service Level Commitment, Presentation and Equipment Evaluation The evaluation team will use a consensus approach to evaluate and assign evaluation points specifics for what is being evaluated is contained in Appendix I.
- 2.1.2.6 Information Technology Security The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.
- 2.1.2.7 Accessibility The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

## 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 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.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

## 2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. <u>The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.</u>

The executed contract(s) will be the primary source for desktop and laptop computers for the University's seven campuses and University of Maine System Office. The actual utilization of any contract will be at the sole discretion of the University.

## 2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge.

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## 3.0 RESPONSE FORMAT REQUIREMENTS

## 3.1 General Format Instructions

## 3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

## 3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide <u>all</u> information requested in the document package <u>at the time of submission</u>. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

## 3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

## 3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

## 3.2 **Response Format Instructions**

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disgualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

#### 3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response <u>Section 1</u> UMS Response Cover Page
- 3.2.1.2 Insert Appendix A University of Maine System Response Cover Page

#### 3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response <u>Section 2</u> Cost Evaluation
- 3.2.2.2 Insert Appendix C Required Cost Evaluation Exhibits

#### 3.2.3 Section 3 – Response to Economic Impact

- 3.2.3.1 Label this response <u>Section 3</u> Economic Impact Evaluation
- 3.2.3.2 Insert Appendix D Economic Impact Evaluation Form

#### 3.2.4 Section 4 - Contract for Services

- 3.2.4.1 Label this response <u>Section 4</u> Contract for Services
- 3.2.4.2 Insert Appendix E Contract for Services
- 3.2.4.3 Insert Appendix F Certificate of Insurability Form

#### 3.2.5 Section 5 - Response to Questions

- 3.2.5.1 Label this response <u>Section 5</u> Response to Evaluation Questions & Related Information
- 3.2.5.2 Insert Appendix B Debarment, Performance and Non-Collusion Certification
- 3.2.5.3 Insert Appendix G Organization Reference Form
- 3.2.5.4 Insert Appendix H Evaluation Question(s) Organization, Qualifications and Experience
- 3.2.5.5 Insert Appendix I Evaluation Question(s) Implementation, Warranty, Service Offerings, Service Level Commitment and Presentation and Equipment Evaluation
- 3.2.5.6 Insert Appendix J Evaluation Accessibility Requirements
  - Voluntary Product Accessibility Template (VPAT)
  - Detailed Description of Accessibility features.
- 3.2.5.7 Insert Appendix K Evaluation Question(s) Information Technology Security

## 4.0 APPENDICES

University of Maine System RFP Rev. 07/01/2016

- **4.1** Appendix A University of Maine System Response Cover Page
- 4.2 Appendix B Debarment, Performance and Non-Collusion Certification
- **4.3** Appendix C Required Cost Evaluation Exhibits
- 4.4 Appendix D Economic Impact Evaluation Form
- **4.5** Appendix E Contract for Services
- 4.6 Appendix F Certificate of Insurability Form
- 4.7 Appendix G Organization Reference Form
- **4.8** Appendix H Evaluation Question(s) Organization, Qualifications and Experience
- **4.9** Appendix I Evaluation Question(s) Implementation, Warranty, Service Offerings, Service Level Commitment and Presentation and Equipment Evaluation
- **4.10** Appendix J Evaluation Accessibility Requirements
- 4.11 Appendix K Evaluation Question(s) Information Technology Security

## Appendix A – University of Maine System Response Cover Page

#### Personal Computers, Related Hardware, Service & Support for Higher Education

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote	
– Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- 1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- 2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
- 3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
- 4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
- 5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
  - a. The Agreement provisions in Section 1.2.1.2 of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
  - b. The above Agreement provisions in Section 1.2.1.2 of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
  - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
  - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

# Continued - Appendix A – University of Maine System Response Cover Page

To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.

Date: \_\_\_\_\_

Name and Title (Printed)

Authorized Signature

## Appendix B – Debarment, Performance and Non-Collusion Certification

## University of Maine System DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

#### RFP # 2017-14

Personal Computers, Related Hardware, Service & Support for Higher Education

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
  - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
  - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: \_\_\_\_\_

Name and Title (Printed)

Authorized Signature

## Appendix C – Required Cost Evaluation Exhibits

#### University of Maine System COST EVALUATION

#### RFP # 2017-14

Personal Computers, Related Hardware, Service & Support for Higher Education

#### Respondent's Organization Name:

#### **GENERAL INSTRUCTIONS:**

 The University will <u>NOT</u> seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will <u>NOT</u> be given another opportunity to modify pricing once submitted.

#### 2. **Standard Configurations** (must meet minimum requirements)

Respondent shall offer and maintain an established set of deeply discounted standard configurations and bundles. Standard configurations and bundles shall be reviewed quarterly and upgraded to reflect the latest technology upon acceptance of the University. The same level of discount shall apply to all future standard configurations and bundles.

Respondents are to provide pricing for quantity one of each configuration. Failure to do so may disqualify proposal offered. Additional accessories, components or warranties to be considered as a "bundle" may be included and priced as separate line items.

In addition to standard configurations, members shall have the ability to create custom configurations and bundles to meet their individual requirements. Respondent shall propose the level of discount to be applied to all custom configurations and bundles.

#### 3. Percentage Discounts For Entire Catalog

Respondents are to provide percentage discounts for the entire catalog by manufacturer and/or category. For evaluation purposes, Respondents must provide percentage discounts for the categories specified in the pricing sheet.

#### 4. Additional Volume Discounts

Respondents are to provide additional volume-based pricing for consideration. Examples include, but are not limited to, deeper discounts based on dollar thresholds for single orders, cumulative purchases by member, and aggregate volume by the membership. Respondents shall propose how additional discounts are to be earned.

#### 5. Services

Respondent shall describe all available pricing options for services (discount off list, hourly fees, per unit fees, etc.).

- 6. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
- 7. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. Note regarding total cost of ownership: This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution.

- 8. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is <u>not required</u> as part of your response simply leave it <u>blank</u>.
- 9. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
- 10. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
- 11. Pricing will be guaranteed by the vendor for the term of the Agreement.
- 12. Response must be provided in <u>Microsoft Excel editable format</u> for ease of evaluation. You may also provide a pdf of the cost response in additional the MS Excel version.

#### CONFIGURATION AND PRICING GUIDELINE 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 2,500 desktops and laptops in the range \$4 - \$6 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.

#### **IMPORTANT** – Pricing Guidelines

- Respondents are strongly encouraged to provide Business Class options when proving model offerings, as well as, different price options for each pricing table provided. Failure to provide Business Class offerings may affect our evaluation of the pricing for the equipment.
- Respondents can include prices for any number of the configurations listed in this document.
- Each configuration included in your proposal 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.

University reserves the right to seek clarification on models and pricing to ensure the evaluation is done fairly, as well as, reject a Respondents proposal for failure to provide Business Class models.

**IMPORTANT –** Submissions to Cost Evaluation Exhibits as described in Appendix C must be submitted in the Microsoft Excel editable format. A copy of the Microsoft Excel file may be obtained from the contact identified on the cover page of the RFP.

#### INSTRUCTIONS FOR – Exhibit 1 (item Groups)

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

Respondents must provide a Yes or No response to the Item Groups they intent to provide a proposal.

Item Groups								
Suppliers must indicate the lots they are including in their proposal offer.								
Group Number	Group Description	Included in Proposal Offer? (Yes/No)						
Group #1	<b>Personal Computers, Peripherals and Accessories</b> (desktops, workstations, laptops, tablets, thin clients, monitors/displays, memory, docking stations, input devices, storage devices and systems, video projectors, cameras, audio and headsets)							
Group #2	Services & Support - Image Loading							
Group #3	Services & Support - Asset Tagging							
Group #4	Services & Support - Delivery & Setup at University Offices							
Group #5	Services & Support - End of Life (Recycling/Disposal)							
Group #6	Services & Support - Parts Depot							
Group #7	Services & Support - Technology Certifications / Training							

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 1)** – Configuration D-1-Desktop/Tower

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

**NOTE:** If Respondent's proposed pricing submission 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.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

#### SECTION 1:

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount - % off discount from the published public higher education list price

Unit Price – Published Public Higher Education List Price minus the % Discount.

#### **SECTION 3**:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU - Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

Unit Price - Published Public Higher Education List Price minus the % Discount.

SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model –** Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount - % off discount from the published public higher education list price

Unit Price – Published Public Higher Education List Price minus the % Discount.

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 2)** – Configuration D-2-Desktop/Tower

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

**NOTE:** If Respondent's proposed pricing submission 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.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

#### SECTION 1:

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

#### SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount - % off discount from the published public higher education list price

Unit Price - Published Public Higher Education List Price minus the % Discount.

#### SECTION 3:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount - % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model –** Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 3)** – Accessories

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

**NOTE:** If Respondent's proposed pricing submission 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.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

#### SECTION 1:

Description/Brand/Model - Brief description of the accessories is provided for you.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount - % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

# **INSTRUCTIONS FOR – Exhibit 1 (Table 4)** – Configuration L(1)-Laptop/Notebook Computer

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

**NOTE:** If Respondents proposed pricing submission 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.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

#### SECTION 1:

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

#### SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### SECTION 3:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU - Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

Unit Price – Published Public Higher Education List Price minus the % Discount.

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 5)** – Configuration L(2)-Laptop/Notebook Computer

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 submission 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.

Respondent's Organization Name - Provide the Respondent's Organization Name.

#### SECTION 1:

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

#### SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU - Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### SECTION 3:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model –** Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 6)** – Configuration: L(3)-Ultra-Portable Laptop 12" LCD

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

**NOTE:** If Respondents proposed pricing submission 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.

Respondent's Organization Name – Provide the Respondent's Organization Name.

#### SECTION 1:

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

#### SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### SECTION 3:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU - Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

Unit Price – Published Public Higher Education List Price minus the % Discount.

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 7)** – Configuration: L(4)-Ultra-Portable Laptop 14" LCD

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

**NOTE:** If Respondents proposed pricing submission 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.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

#### SECTION 1:

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

#### SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### SECTION 3:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model –** Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

Unit Price – Published Public Higher Education List Price minus the % Discount.

# **INSTRUCTIONS FOR – Exhibit 1 (Table 8)** – Configuration: L(5)-Ultra-Convertible Laptop 14" LCD

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

**NOTE:** If Respondents proposed pricing submission 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.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

#### SECTION 1:

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

#### SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### SECTION 3:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU - Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

Unit Price – Published Public Higher Education List Price minus the % Discount.

## **INSTRUCTIONS FOR – Exhibit 1 (Table 9)** – Configuration T(1)-Tablet Device any Mainstream O/S

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

**NOTE:** If Respondents proposed pricing submission 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.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

#### **SECTION 1:**

**IMPORTANT** - Provides a description of the specifications for the device offered in <u>Section 2</u>. The device offered must be equivalent to or better features than what is listed in this section.

#### SECTION 2: Please use Business Class Models that MEET the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

#### SECTION 3:

This section provides a list of options for the device listed in Section 2 that the University would like to a separate pricing.

Part Number/SKU - Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price –** Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

**Unit Price –** Published Public Higher Education List Price minus the % Discount.

SECTION 4: Please use Business Class Models that EXCEED the Section 1 standard configuration.

**Description/Brand/Model** – Provide a brief description of the D-1 Desktop/Tower offered, including the Brand/Model of the device.

Part Number/SKU – Provide the manufacturer part number or SKU.

**Published Public Higher Education List Price** – Provide the published public higher education list price, the price must include, as part of its' per unit cost, 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.

% Discount – % off discount from the published public higher education list price

Unit Price – Published Public Higher Education List Price minus the % Discount.

#### RFP – Personal Computers, Related Hardware, Service & Support for Higher Education

## **INSTRUCTIONS FOR – Exhibit 1 (Table 10)** – Large (Bulk) Purchases on a single purchase order

**NOTE:** Respondents must include additional discount pricing percentage passed on to the University based on volume based discount levels, i.e. commitment via purchase order. The University will only accept pricing based on % discount off the published, public higher education list price, MSRP, etc.

Respondent's Organization Name – Provide the Respondent's Organization Name.

Tier - Specifies the label for the additional discount offered (i.e. Tier 1, etc.)

**Threshold** – Specified the Respondents dollar range for the specified tier to qualify for the additional volume discount.

Additional % Discount - % Discount off published higher education list price on purchase order.

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 11)** – Percentage Discount for Entire Catalog

**NOTE:** Respondents are to provide percentage discounts for the entire catalog by manufacturer and/or category. For evaluation purposes, Respondents must provide percentage discounts for the categories specified below.

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

Category– Specifies the category label.

**Price List** – Specifies the price list description: MSRP, education price list, etc.

% Discount - % Discount off published price list specified.

#### **INSTRUCTIONS FOR – Exhibit 1 (Table 12)** – Related Services and Support

**NOTE:** Respondents shall describe all available pricing options for services (discount off list, hourly fees, per unit fees, etc.).

**Respondent's Organization Name** – Provide the Respondent's Organization Name.

Service- Specifies the service label.

**Description** – Provides a description of the Service offered,

Price Structure – Provides the Respondent's price structure offered.

Fee – Provides the Respondent's fee.

#### Appendix D – Economic Impact Evaluation Form

RFP # 2017-14

Personal Computers, Related Hardware, Service & Support for Higher Education

#### Respondent's Organization Name: \_\_\_\_\_

#### Instructions

Each Respondent will complete the tables below to quantify the Respondent's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract** <u>only</u>, should the Respondent be selected.

<u>Table D1</u> - Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
Total <u>Overall</u> Recent Economic Impact	\$

<u>Table D2</u> - Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result	
of the awarded contract	\$
Payments made to Maine-based subcontractors in future 24-month period	
as a result of the awarded contract	\$
Payments of State and local taxes in Maine within future 24-month period	
as a result of the awarded contract	\$
Payments of State licensing fees in Maine within future 24-month period as	
a result of the awarded contract	\$
Total Projected Economic Impact Only from Awarded Contract, If	
Selected	\$

For the tables above, the following definitions are provided:

- "Respondent": Organization identified on the Proposal Cover Page under "Respondent's Organization Name".
- "Maine resident": Any person whose primary residence is located within the State of Maine.
- "Maine-based": Any organization whose primary operations are located within the State of Maine.
- "Past 24-month period": The past 24-months, starting on the date that the RFP was publicly released.
- "Future 24-month period": A projection for the future 24-month period, starting upon the "Initial

Period of Performance" start date Section 1.3.1

#### **Certification Statement**

To the best of my knowledge, all information provided in the Economic Impact Evaluation Form is complete and accurate at the time of submission and I confirm that I am authorized to make such a determination on behalf of my organization.

Date: \_\_\_\_\_

Name and Title (Printed)

Authorized Signature

#### Appendix E – Contract for Services

#### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES MASTER AGREEMENT

This Contract for Services Master Agreement ("Agreement" or "Master Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_, by and between the **University of Maine System**, hereinafter referred to as the **"University"**, and \_\_\_\_\_, hereinafter referred to as **"Contractor"**.

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed

**Rider A-1** – Pricing & Rebates

**Rider B-1** – Insurance Requirements

Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Rider C – University of Maine System Standards for Safeguarding Information

Rider D – Services Engagement Form

Rider E – Implementation Plan and Timeline

Rider F - Service Level Agreement

Contract Amendments as required

**Request for Proposal RFP #2017-14** Issue Date March 13, 2017 Titled Personal Computers & Related Hardware, Service & Support for Higher Education

**Contractor's Bid in Request for Proposal RFP #2017-14** Proposal Submission Date April 18, 2017 Titled Personal Computers & Related Hardware, Service & Support for Higher Education

**WHEREAS,** the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. <u>Specifications of Work</u>: The Contractor agrees to perform the Specifications of Work as described in Rider A, hereby incorporated by reference.

**Rider A** provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

<u>Term</u>: This Agreement shall commence on July 1, 2017 and shall terminate on December 31, 2019, unless terminated earlier as provided in this Contract with option for one (1) or two (2) year renewals upon the parities' mutual agreement. This Agreement may not extend beyond December 31, 2024.

#### 3. Payment:

- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- B. "Additional Services" The University will have the option to purchase additional services under this Agreement.

As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**.

- C. "Multi-Institution Capabilities" 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 this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
- 4. <u>Termination</u>: The Agreement or a Services Engagement (Rider D) may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

- 5. <u>Obligations Upon Termination</u>: Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
- 6. <u>Non-Appropriation:</u> Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
- 7. <u>Conflict of Interest</u>: No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
- 8. <u>Modification</u>: This Contract may be modified or amended only in a writing signed by both parties.
- 9. <u>Assignment</u>: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
- 10. <u>Applicable Law</u>: This Contract shall be governed and interpreted according to the laws of the State of Maine.
- 11. <u>Administration</u>: <u>Lauren Dubois</u> shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
- 12. <u>Non-Discrimination</u>: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
- 13. <u>Indemnification</u>: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
- 14. <u>Contract Validity</u>: In the event one or more clauses of this Contract are <u>declared</u> invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

#### RFP – Personal Computers, Related Hardware, Service & Support for Higher Education

- 15. Independent Contractor: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
- 16. <u>Intellectual Property</u>: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
- 17. Entire Contract: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
- 18. <u>Licensing</u>: Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
- 19. <u>Record Keeping, Audit and Inspection of Records</u>: The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contract. Such access shall include on-site audits.
- 20. <u>Publicity, Publication, Reproduction and use of Contract's Products or Materials</u>: Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for

with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

- 21. <u>Confidentiality</u>: The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
- 22. Force Majeure: Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
- 23. <u>Notices</u>: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

#### To the University:

University of Maine System Robinson Hall 46 University Drive Augusta, ME 04330

#### Attn: Contract Administration

#### To Contractor:

Company Name: Contact Name: Address: Phone Number: Fax Number:

24. <u>Invoices:</u> Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

University of Maine System Accounts Payable PO Box 533 Bangor, ME 04402

Phone: <u>207-581-2692</u>

University of Maine System RFP Rev. 07/01/2016

Fax: <u>207-581-2698</u>

Email: <u>UMAP@maine.edu</u>

- 25. <u>Order of Precedence:</u> In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
  - A. Terms and conditions of this Agreement
  - B. Rider A Specifications of Work to be Performed
  - C. Rider A-1 Pricing & Rebates
  - D. Rider B-1 Insurance Requirements
  - E. Rider B-2 Substitute Form W-9 Taxpayer Identification Number Request & Certification
  - F. Rider C University of Maine System Standards for Safeguarding Information
  - G. Rider D Services Engagement Form
  - H. Rider E Implementation Plan and Timeline
  - I. Rider F Service Level Agreement
  - J. Contract Amendments as required
  - K. **Request for Proposal RFP #2017-14** Issue Date March 13, 2017 Titled Personal Computers & Related Hardware, Service & Support for Higher Education
  - L. Contractor's Bid in Request for Proposal RFP #2017-14 Proposal Submission Date April 18, 2017 Titled Personal Computers & Related Hardware, Service & Support for Higher Education
- **26. Multi-Institution Capabilities** 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 this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

The Community College System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off of the 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.

#### 27. 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 addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

#### 28. Order Fulfillment.

No order should be placed or shipped without a valid purchase order number from the University.

RFP -	- Personal	Computers,	<b>Related Hardwar</b>	e, Service &	Suppor	t for Hi	gher	Education

#### **Signatures**

FOR THE UNIVERSITY OF MAINE SYSTEM:	FOR THE CONTRACTOR:
BY:	
(signature)	- BY:(signature)
Name:	Name:
(print or type)	(print or type)
Title:	- Title:
Address:	
Telephone:	
Fax:	
Date:	Date:
	Tax ID #:

Per University policy, "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 <u>Chief Procurement Officer</u>, or designee, and if it is not approved, valid or effective until such written approval is granted."

<u>Chief Financial Officer</u> approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

<u>Chief Business Officer</u> approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY:	BY:
Title:	Title:
Chief Procurement Officer or designee	Chief Financial/Business Officer or designee
Date:	Date:

#### RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

#### INTENT AND PURPOSE

The University of Maine System sought proposals from experienced and qualified information technology suppliers to provide enterprise-class quality national brand name desktop, laptop, and tablet Windows computers, maintenance and services direct from the manufacturer(s) or from authorized reseller(s) of those brands. This Agreement was established to support the RFP award made for these products and services.

#### **PRODUCT SCOPE OF WORK:**

<< Scope of work associated with the Respondents award will be inserted here. >>

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

**PRICING:** Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

#### PERFORMANCE TERMS AND CONDITIONS

- 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 University 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 utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2. Business and Performance Reviews: Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly 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 accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
- 3. Report of Sales: Respondents shall be provided an electronic file listing of all University purchases and shall be required to file a monthly electronically formatted report of total U.S. dollar sales for the University of Maine System. The Report of Sales shall include, but not be limited to, campus name and date of sale. The report will be provided in editable MS Excel format. The Report of Sales is due no later than ten (10) days following the end of the month. The initial Report of Sales is due no later than thirty (30) days after the month of the effective date of the Agreement. Failure to report monthly sales may be grounds for termination of contract. All reports shall be sent via e-mail in the required

format to the contract administrator.

All orders, regardless of method shall be included in the total report of total U.S. dollar sales.

- 4. Campus Visits: The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits "as needed" on three days' notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.
- 5. **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.
- 6. Delivery of Purchases: The Contractor agrees that the delivery of purchases for desktop devices will be made within seven (7) calendar days after receipt of an order, F.O.B. destination, freight pre-paid and allowed to all locations of the University, and all other equipment provided will ship on or before fourteen (14) calendar days. 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 University's administrative costs.
- 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.
- 8. Addition of units/configurations: It is understood between the parties that with evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the University's Contract Administrator. The addition of new, emerging units and configurations is at the sole discretion of the University's Contract Administrator, subject only to review and approval of the Contract Administrator.
- 9. 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. Equipment should include accidental coverage. 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 three (3) warranty claims for manufacturing defects in a sixmonth 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 (including purchases made for resale through campus computer)

stores) or the invoice date, whichever is later. Contractor shall provide for preemptive replacement of equipment subject to any large scale product recall or other known large-scale reliability or safety issue.

- 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.
- 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 fourteen (14) calendar days from notification by the University. This includes all shipping costs for returning non-functional items to the Contractor for replacement.
- 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.
- 13. **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.
- 14. **Demonstration/Evaluation Equipment:** The Contractor must supply 30-day, no charge evaluation equipment to any location of the University. In addition, Contractor will maintain a program to provide demonstration/display equipment for the campus.
- 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.
- 16. **Recycle Allowance:** The Contractor shall accept recycle of old computer hardware or peripherals on new acquisitions of computer hardware or peripherals.
- 17. **Battery Life:** Contractor shall provide options for mobile devices with eight (8) hour battery life as part of its product offering.
- 18. **Disabling Mobile Devices:** Contractor shall provide a means to remotely disable and/or erase mobile devices (e.g., laptop computers, tablets) should those devices become lost or stolen.
- 19. **EPEAT:** All desktops, laptops, and computer monitors provided under this contract are required to have achieved Bronze registration or higher in the EPEAT system in The United States. EPEAT is a procurement tool designed to help large volume purchasers

University of Maine System RFP Rev. 07/01/2016 evaluate, compare, and select electronic products based upon their environmental attributes as specified in the consensus-based IEEE Standard for the Environmental Assessment of Personal Computer Products (IEEE 1680.1).

- 20. Hazardous Materials and OSHA Communication Standards: Contractor shall be responsible for providing or making available Material Safety Data Sheets (MSDS) to the appropriate user(s).
- 21. FCC Certification: The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.
- 22. Accessibility: Contractor shall provide desktop and portable computer equipment that meets or exceeds the United States Access Board's standard #1194.26. Any software provided by contractor, including, but not limited to, drivers and utilities, must be compatible with assistive technologies such as screen readers, re-freshible Braille displays, etc.

Contractor hereby warrants that the products, or services, websites, training materials, etc., that may be accessed by University employees or students, to be provided under this agreement, comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "Web Content Accessibility Guidelines (WCAG) 2.0" published by www.w3.org.

The Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the vendor's products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and a pro-rated refund of service fees paid from the University for the remainder of original contract period.

- 23. Standards for Safeguarding Information: The Contractor is expected to comply with these standards as outlined in *Rider C University of Maine System Standards for Safeguarding Information*. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.
- 24. Implementation Plan and Timeline: The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in *Rider E – Implementation Plan and Timeline*, of this Agreement.

- 25. Service Level Agreement: The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in *Rider F Contractor's Service Level Agreement to Support the University*, of this Agreement.
- 26. Environment Compliance: In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor aggress to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

#### RIDER A-1 PRICING & REBATES

<< BID INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>

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#### RIDER B-1 INSURANCE REQUIREMENTS

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed	\$1,000,000 per occurrence or more
	Operations	
	(Written on an Occurrence-based	
	form) (Bodily Injury and Property Damage)	
2	Vehicle Liability	\$1,000,000 per occurrence or
	(Including Hired & Non-Owned)	more
	(Bodily Injury and Property Damage)	
3	Workers Compensation	Required for all personnel
	(In Compliance with Maine and	
	Federal Law)	
3	Professional Liability Insurance	\$1,000,000 per occurrence or
	(Agents, Consultants, Brokers,	more
	Lawyers, Financial, Engineers,	
	or Medical Services)	
4	Marine General Liability	\$1,000,000 per occurrence or
	(Any maritime or marine services)	more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

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:

University of Maine System Risk Manager Robinson Hall 46 University Drive Augusta, Maine 04330

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

RFP – Personal Computers, Related Hardware, Service & Suppo	ort for Hig	her Education	Dated: March 13, 2017
	RIDER	B-2	
Substitute Form W-9 - Taxpayer	<sup>-</sup> Identif	ication Numb	per Request & Certification
Please complete the following information. We are required a payment to you. If you do not provide us with this information. Use this form only if you are a <b>U.S. person</b> (including US. re	on, your pa	ayments may be su	bject to federal income tax backup withholding.
Part 1 Tax Status: Print Name:			
Address (number, street, and apt. or suite no.):			
City:		State:	Zip:
Phone: ()		-	
Complete One: Individual/Sole Proprietor Business N	lame, if dif	fferent from above	
Social Security Num	nber		
- or - Business EIN			
Partnership EIN			
Corporation EIN			
Please answer questions below if you are a co	prporation:		
1. Corporation providing legal services? Y	Ν		
2. Corporation providing medical services?	Y	Ν	
Limited Liability Company			
Tax-Exempt or Not-for-Profit under § 501(C)(3)	EIN _		
Government Entity	EIN _		
Estate or Trust		EIN	
All other Entities	EIN _		·
Part 2 Exemption: If exempt from Form 1099 repo and circle your qualifying exem			
instrumentalities 4. A foreign government or any o	agencies ia, a posse if its politic	or instrumentalities ession of the United al subdivisions, ag	d States, or any of their political subdivisions or encies, or instrumentalities
5. An international organization o 6. Other:	•	s agencies or instru	umentalities
<ul> <li>Part 3 Certification:</li> <li>Under penalties of perjury, I certify that:</li> <li>1. The number shown on this form is my correct taxpayer i</li> <li>2. I am not subject to backup withholding because: (a) I am Internal Revenue Service (IRS) that I am subject to back or (c) the IRS has notified me that I am no longer subject and</li> <li>3. I am a U.S. person (including a U.S. resident alien).</li> </ul>	n exempt t kup withho	from backup withho olding as a result o	olding, or (b) I have not been notified by the
<b>Certification instructions.</b> You must cross out item 2 abov backup withholding because you have failed to report all inte			
Signature of U.S. person:		Da	ate:
Please return this form with the attached contract. Than	k you for	your cooperation	
UMS - Contract for Services (Rev. 07 Dated < <insert agreement="" date="">&gt;</insert>	/2015)		Page 54 of 77

#### RIDER C UNIVERSITY OF MAINE SYSTEM STANDARDS FOR SAFEGUARDING INFORMATION

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. (infosecurity.maine.edu)

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

- <u>Standards for Safeguarding Information</u>: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
  - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver's License and Social Security numbers, in both paper and electronic format.
  - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
  - C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
  - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.
  - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
- 2. <u>Prohibition of Unauthorized Use or Disclosure of Information</u>: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from,

or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.

- 3. <u>Return or Destruction of Compliant or Business Sensitive Information:</u>
  - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
  - B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
  - C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

#### 4. Term and Termination:

- A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement
- Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
- 6. <u>Contractor shall control access to University data</u>: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.

- 7. <u>Unless otherwise stated in the agreement</u>, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
- 8. <u>Contractor shall not amend or replace</u> University-owned hardware, software or data without prior authorization of the University.
- 9. <u>If mobile devices are used</u> in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
- 10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:
  - Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
  - Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.
- 11. <u>Survival</u>: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
- 12. <u>Contractor Hosted Data</u>: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
  - A. Contactor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
  - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.

- C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
- D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
- F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
- G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
- H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
- 13. <u>If the Contractor provides system development</u>, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

RFP – Personal Computers, Related Hardware, Service & Support for Higher Education

#### RIDER D SERVICES ENGAGEMENT FORM

#### Services Engagement to Agreement for Services

This Services Engagement is entered into as of the date written below between

("Contractor") and ("Institution").

This Services Engagement shall be governed by the terms and conditions of the Master Level Agreement for Services dated \_\_\_\_\_\_ by and between \_\_\_\_\_\_ ("Contractor") and the University of Maine System, and is incorporated herein by reference.

#### **INSTITUTION REPRESENTATIVE & PROJECT MANAGER:**

#### **CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:**

#### SCOPE OF WORK:

#### TERM:

The term of this Work Order will be from	to	
		•

Installation of the \_\_\_\_\_\_ shall be Substantially Complete on or before \_\_\_\_\_\_ subject to adjustments mutually agreed to by the parties.

#### PRICE:

#### SIGNATURES:

Institution	Contractor
Ву:	Ву:
Name:	Name:
	Title:
	Date:

<u>Chief Information Officer</u> approval is required of any University of Maine System information technology service engagements.

<u>Chief Procurement Officer</u> approval is required for each service engagement for \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

<u>Chief Business Officer</u> approval is required for each service engagement for \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY:	BY:
Title:	Title:
Chief Procurement Officer or designee	Chief Financial/Business Officer or designee
Date:	_ Date:
BY:	_
Title:	
Chief Information Officer or designee	
Date:	-

RFP – Personal Computers, Related Hardware, Service & Support for Higher Education

#### RIDER E

#### IMPLEMENTATION PLAN AND TIMELINE

<<BID INSTRUCTIONS – Bidders will insert their implementation plan and timeline here as part of their proposal/bid submission. >>

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#### RIDER F SERVICE LEVEL AGREEMENT

#### 1. INTRODUCTION

#### 1.1 Purpose

The purpose of this Service Level Agreement (SLA) is to identify and set expectations for the delivery of services provided by \_\_\_\_\_\_\_ to the University of Maine System (UMS), in support of the acquisition and support of end-user, and mobile, computing devices.

#### **1.2 UMS Operating Hours**

Academics: 7am to 10pm M-F (Eastern) Business: 8am to 5pm M-F (Eastern)

#### 2. SCOPE OF SERVICES

2.1 All hardware, software and services procured under the attached contract.2.2 The following table lists the services that are under the scope of this SLA.

#### 3. SERVICE LEVELS

This section describes the priority levels and response times for all incidents & requests logged with the contractor.

**3.1 Minimum Compliance Target** - A minimum of 98% of incidents & requests, including orders, shall be resolved (for orders, resolution is defined as "delivered to university shipping location") within the resolution times (from report/order to resolution) included herein. General Incident/Request Time to Resolution shall apply to incidents or requests that are not specifically listed below.

#### **3.2 Service Severity**

3.2.1 The University will set the severity for all incidents & requests. When a severity is not explicitly provided, the default severity of "normal" will apply to that incident/request.

Priority	Definition	
Severity 1 – Critical	Issue affecting a large group of customers and/or business critical functions or essential services, or an "Urgent" request or incident for which the service target was not met.	
Severity 2 – Urgent	University business-disruptive issue affecting a small group, or a serious, but not business-disruptive issue affecting a large group. Also, a "Normal" severity request or incident for which the service target was not met.	
Severity 4 – Normal	A reasonable workaround is available for the request or incident. University operations are largely unaffected.	

#### 3.2.2 Severity Table

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#### **3.3 Resolution Time Definition**

Resolution time is the time taken from the University's report of the incident, or request, to the contractor, until the service is restored or the request is fulfilled. Whether the service has been restored, or request fulfilled, is normally determined by the University within the scope and responsibilities laid out for the service in the contract and this agreement.

#### 3.4 Contractor Business Hours.

All times are in, or indicated relative to, local University of Maine time. Contractor Business Hours *(contractor provides here)* 

#### 3.5 Order to Delivery (at University location) Time

When an order delivery target date falls on a non-business day, the target for that order will automatically extend to the next business day.

Product Type	Definition	Order to Delivery (minimums)
Desktops	Standard configuration (including std. services)	5 calendar days from order receipt
Desktops (Custom)	Custom configuration	7 calendar days from order receipt
Accessories	Peripherals, batteries, docking stations, monitors purchased separately, etc.	5 calendar days from order receipt for manufacturer- branded accessories
Laptop/Notebook	Standard configuration (including std. services)	7 calendar days from order receipt
Laptop/Notebook (Custom)	Custom configuration	14 calendar days from order receipt
Tablet	From catalog	5 calendar days from order receipt

**3.6 Incident/Request - Time to Resolution by Service and Severity - General Issues** These time to resolution commitments apply to issues not covered in **3.7** All durations are in business time.

Measure	Critical	Urgent	Normal
Catalog development	4 hours	1 day	2 days
Standard Catalog	4 hours	1 day	2 days
Ordering & Fulfillment			-
Custom Catalog	4 hours	1 day	2 days
Ordering & Fulfillment			·
Equipment Service &	Next day Onsite	Next day Onsite	Next day Onsite
repair parts	(all campuses)	(all campuses)	(all campuses)
Other Services	1 day	1 day	2 days

#### 3.7 Other Incident/Request/Process Resolution Times

Catalog Development	Resolution Time
Notification of model future unavailability	90 days before model becomes unavailable to order and receive within SLA target
In collaboration with the University, develop and deploy replacement models in the catalog.	30 days before previous models become unavailable.
Notify about component availability problems and affected models.	1 business day
Correction of catalog errors	1 business day
Replacement in catalog of equipment meeting each standard University configuration	30 business day from announcement of new product
Posting to the ordering system custom configuration changes and accessories for each standard configuration	1 business day

Standard Catalog Ordering & Fulfillment	Resolution Time
order confirmation from contractor, via email, with target ship date	1 business day
Online order status	Immediate
Notification during ordering if an optional change will affect shipping date	1 business day
Ordering and order status system availability and accuracy for standard catalog orders	99.9% availability and accuracy

Equipment Service & Repair Parts	Resolution Time
Hardware issues resolved	Onsite Next Business Day during warranty
Priority service phone number exclusive for University use	University Academic Hours

Custom Catalog Ordering & Fulfillment	Resolution Time
quote and ability to ship order a custom configuration	2 business day
order confirmation from contractor that they can fulfill and ship date	1 business day
Online order status	Immediate
Ordering and order status system availability and accuracy for customer catalog orders	99.9% availability and accuracy

Other	Metric & Target
Asset management	All devices purchase by the University, of the type previously identified as requiring asset tracking, will arrive at the University with the University asset tag attached and the device will be included with its vital information on a monthly new asset report to the contract administrator.
Pre-delivery custom imaging	Devices arrive at the University with the image provided or authorized by the University and selected for each device ordered.
Equipment setup at customer location when purchasing onsite setup.	1 business day of receiving equipment at University locations.
Equipment disposal including data wipe	Devices to be disposed of picked up at each University location, certificate of disposal received within 5 business days.
Priority service toll-free phone number for incidents & requests from University IT staff	Call pickup within 5 minutes during University Business Hours
End user phone support for hardware issues.	Call pickup within 10 minutes during University Academic Hours

#### 4 MANAGEMENT OF SERVICES

#### **4.1** Contact with Contractor's Service Desk

UMS will contact the Contractor via the following methods for each service area. Contact points may differ for each service based on whether the contact is for an incident or request and based on severity.

All University contact with the Contractor for incidents and service requests regarding services described in the SLA will be logged by the contractor and is required to meet reporting requirements.

Service	Contractor Service Contact Points
Catalog Development	
Standard Catalog Ordering & Fulfillment	
Custom Catalog Ordering & Fulfillment	
Equipment Service & Parts	
Other – Please Specify	
Other – Please Specify	
Other – Please Specify	

#### 4.2 Incident & Request Prioritization

The University contact will be asked by the contractor to set the incident/request severity. Failure by the contractor to request from the university and set an incident/request severity will automatically designate that incident/request as "urgent".

#### 4.3 SLA Escalation Process

The following contractor escalation contacts are for the use of University IT personnel when any SLA in this agreement risks being, or already has been, exceeded. For each new SLA exception, University personnel will start with the 1st point of escalation, unless instructed otherwise by the Contractor. Contractor will ensure that these contact points are updated and communicated to the University as they change. In the case of multiple similar Service Level violations, the University may escalate directly to 2nd or 3rd level contractor contacts.

Escalation Point	Description
Title:	1 <sup>st</sup> point of escalation when service levels are not
Name:	met. Substantive response within 1 business day.
Phone:	
Email:	
Title:	2 <sup>nd</sup> point of escalation when service levels are not
Name:	met. Substantive response within 4 business hours.
Phone:	
Email:	
Title:	Final point of escalation when service levels are not
Name:	met. C-level or direct C-level report. Substantive
Phone:	response within 2 business hours.
Email:	

**4.4** Service Management Processes - List, or refer to additional documentation of, any service management process the University will be required to follow, such as Change, Problem, and/or Incident Management.

#### **5 REPORTING REQUIREMENTS**

The following sections outline the reporting provided as part of the SLA. Reports will be provided on a monthly basis.

#	Performance Measure	Frequency	Format	Reporting Requirement
	Service Levels identified in Section 3	Quarterly	Excel	% of events in compliance with the service level target
	Reports In	addition to ger	neral repo	rting of SLAs in Section 3:
1	Order To Delivery Time	Quarterly / On Demand	Excel	<ul> <li>By "Product Type", Section 3.5</li> <li>By delivery campus</li> <li>% of "devices" delivered within target</li> </ul>
2	Ordering and order status system Availability	Quarterly/ On Demand		% uptime and performing normally DURING UNIVERSITY BUSINESS HOURS
3	Order History	Monthly / On Demand	Excel	<ul> <li>Rolling 12-month monthly totals</li> <li>12 month aggregate total</li> <li>By Campus and Product Type</li> </ul>
4	Order History	On Demand	Web	Selectable start and finish dates

#### Appendix F – Certificate of Insurability Form

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations	\$1,000,000 per occurrence or more
	(Written on an Occurrence-based form) (Bodily Injury and Property Damage)	
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

## 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:

University of Maine System Risk Manager Robinson Hall 46 University Drive Augusta, Maine 04330

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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion

#### Appendix G – Organization Reference Form

#### Respondent's Organization Name: \_\_\_\_

**INSTRUCTIONS**: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions. The references will also include, customers with web-enabled SciQuest catalog ordering systems.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company	
Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	
Name Contact Name Contact Title Contact Phone Number Contact eMail Address	

REFERENCE #2	
Institution/Company	
Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3		
Institution/Company		
Name		
Contact Name		
Contact Title		
Contact Phone Number		
Contact eMail Address		
Relationship Length		

REFERENCE #4		

## Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: \_

**INSTRUCTIONS**: Respondents shall ensure that all information required herein is submitted with the response. 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 response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

#### QUESTIONS:

- 1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 2. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 3. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
- 4. Describe your firm's understanding of the current higher education needs for providing the products / services described in Specifications / Scope of Work detailed in this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
- 5. Please provide verification of manufacturer's inclusion and placement in the Gartner Magic Quadrant for Global Enterprise Desktops and Notebooks.

#### 6. Financial Stability

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

# Appendix I – Evaluation Question(s) – Implementation, Warranty, Service Offerings, Service Level Commitment and Presentation and Equipment Evaluation

#### Respondent's Organization Name:

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

#### **IMPLEMENTATION**

#### 1. Procurement Integration:

- a. Describe your ability to support the University's web-enabled SciQuest catalog ordering system.
- b. Describe your experience and proven record of accomplishment in the design, development and implementation of eProcurement with emphasis on supplier enablement with SciQuest.
- c. Provide a high-level implementation plan to have the catalog ordering system in place to take orders and the requirements of University staff time.
- d. Provide a solution for accepting orders outside of this process if the catalog is not operational to accept orders July 1, 2017.
- e. The University desires a catalog system that provides instant quotes for minor configuration changes, such as CPU, Memory upgrade, storage options, monitor options, and the ability to define and limit which options are available in the catalog. Describe your ability to meet this need.
- 2. **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.

#### 3. Ordering Lead-time:

Delivery of Purchases: The University requires the delivery of purchases will be made for equipment as specified in <u>Table A.</u> Additionally the University requires notification that the Contractor is unable to meet delivery timeframe as specified in <u>Table B</u>. 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.

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.

#### TABLE A - Order to Delivery (at University location) Time

When an order delivery target date falls on a non-business day, the target for that order will automatically extend to the next business day.

Product Type	Definition	Order to Delivery (minimums)	
Desktops	Standard configuration (including std. services)	5 calendar days from order receipt	
Desktops (Custom)	Custom configuration	7 calendar days from order receipt	
Accessories	Peripherals, batteries, docking stations, monitors purchased separately, etc.	5 calendar days from order receipt for manufacturer- branded accessories	

Laptop/Notebook	Standard configuration (including std. services)	7 calendar days from order receipt	
Laptop/Notebook (Custom)	Custom configuration	14 calendar days from order receipt	
Tablet	From catalog	5 calendar days from order receipt	

<u>TABLE B - Incident/Request - Time to Resolution by Service and Severity - General Issues</u> All durations are in business time.

Measure	Critical	Urgent	Normal
Catalog development	4 hours	1 day	2 days
Standard Catalog Ordering & Fulfillment	4 hours	1 day	2 days
Custom Catalog Ordering & Fulfillment	4 hours	1 day	2 days
Equipment Service & repair parts	Next day Onsite (all campuses)	Next day Onsite (all campuses)	Next day Onsite (all campuses)
Other Services	1 day	1 day	2 days

4. **Discount Pricing:** Provide suggestions on the most favorable delivery schedule for receiving the best possible pricing or greatest discounts.

#### WARRANTY

- 1. **Warranty Processes:** Describe your warranty process programs and reimbursement to the University for warranty Repairs performed by University service personnel. Fully describe any costs, incentives, or revenue opportunities for a self-maintainer model.
- 2. Warranty and Warranty Service: The University requires a minimum of a three-year warranty with optional fourth-year, on-site with next business day repair service. Equipment should include accidental coverage. 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. Describe how you would handle a large-scale product recall/replacement scenario. Provide statistics regarding product failure rates for the product lines you are proposing.
- 3. **Battery Life:** Provide detailed information about the battery options for mobile devices and your ability to provide for devices with battery life of 8 hours or more.

#### SERVICE OFFERINGS

- 1. **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.
- 2. **Asset Tagging:** 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.
- 3. 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. 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.
- 5. **Marketing: Only with the University's permission.** Outline your company's plan for marketing products to University faculty, staff, students and departments.
- 6. Recycle Allowance: Provide information on your recycle policy. If the result of the recycle is that the manufacturer rebuilds the equipment and resells them, is there a profit sharing arrangement? If the bidder does not have a recycle-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? Provide detailed information about other "cradle to grave" services, including costs and benefits (e.g., custom imaging, asset tagging, and disposal).
- 7. 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.
- 8. **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:
  - i. Products that display one or more positive environmental attributes (recycled content, energy or water efficiency, low toxicity or biodegradability).
  - ii. Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.
  - iii. Products that meet certain environmental criteria during production (chlorine free, wood from a managed sustainable forest).
  - iv. If you will reclaim or take back items (batteries, electronics, carpeting, oil products, tires and toner cartridges).
  - v. Any credentials or awards you have received for being good stewards of the environment.
- 9. **EPEAT Registration:** Provide detailed information about EPEAT registration for the products included in your proposal.

#### RFP – Personal Computers, Related Hardware, Service & Support for Higher Education

- 10. **Disabling Mobile Devices:** Provide detailed information on your ability to provide for the remote disabling and/or erasing of mobile devices.
- 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
    - University locations
    - Non-University locations,
  - parts ordering/delivery,
  - asset management,
  - supplier pre-shipment imaging services,
    - In addition to general description, provide answers to these specific questions.
      - Is there a limit on the number and/or size of university-developed images stored on supplier's system for deployment before shipment?
      - Are there any limitations on the software that can be added to images?
      - What testing do you perform, if any, after accepting an image from the University.
  - training technicians/upgrades,
  - training for student/staff/faculty,
  - SCCM integration, such as new device import, and
  - other support capabilities.

### SERVICE LEVEL COMMITMENT

- 1. Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs?
- 2. Customer Care: 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.
- 3. 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. Service Level Violations: Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) commitment. Include a description of the actions you would take to assure the lapse did not occur again. Would the University of Maine System be eligible for warranty fee credits or warranty extension as a result of the lapse?
- 5. Service Level Agreement: Review the model Service Level Agreement shown in Master Agreement, Appendix E, Rider F and indicate which, if any, service level resolution time targets, requirements, etc. that you cannot commit to and deliver on, and for those, indicate the Service Level target that you will commit to.

#### **PRESENTATION & EQUIPMENT EVALUATION**

1. In addition to a presentation to the evaluation committee, the Respondent will provide each of the identified equipment standard configurations, as identified in Appendix C, for review by the University.

The Respondent will provide 2 complete sets of the equipment which will be left for evaluation at the University of Maine, Orono and University of Southern Maine, Portland, campuses. Access to them will be made available on the day of the scheduled presentation. The equipment will be made available review by University staff for a 5 business day evaluation period. At the end of the 5<sup>th</sup> day or on the next business day the Respondent will arrange for the equipment to be removed.

Details on the presentation format and equipment demonstration rooms will be made available in our response to written questions as identified in **Section 1.3.1**.

# Appendix J – Evaluation - Accessibility Requirements

### Respondent's Organization Name: \_\_\_\_\_

Accessibility: Reference 3.21. Provide detailed information on your ability to meet the United States Access Board's standard #1194.26 for desktop and portable computers. Vendors submitting proposals to this RFP must include a response to applicable sections of the Voluntary Product Accessibility Template (VPAT) in order to describe product compliance with Section 508 of the Rehabilitation Act. Information about the VPAT and the form itself are available on the Information Technology Industry Council's Web site.

- 1. Does your product/service conform to Section 508 standards?
  - a. If so, describe how, and submit certification from a third party demonstrating your product/service's compliance.
  - b. If not, describe your plans and timeframe for achieving conformance.
- 2. Describe your current Accessibility testing process/procedures and schedule.
- 3. If your products contain known Accessibility non-compliance, provide a detailed roadmap for addressing the issues.

# Appendix K – Evaluation Question(s) – Information Security

#### Respondent's Organization Name: \_\_\_\_

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – Technical Security Evaluation

- 1. Describe how University data will be protected from unauthorized access or disclosure within your organization.
  - a. What type of encryption (if any) is used for both transmission and storage?
  - b. What measures are used to segregate University data from other clients' data?
  - c. Describe the architecture including any external data feeds or outputs.
  - d. Provide a statement that clearly lays out your position regarding the sharing of our data with any outside agency.
- 2. Explain the methods by which your system authenticates users and authorizes access.
  - a. Describe how user accounts are created and administered in the system.
  - b. How does this system provide for different levels of role-based security?
  - c. Do you plan to offer a solution to integrate with our Identity Management System? If so, describe how you deliver this solution.
  - d. If your solution is not web-based, how will users securely access the system remotely?
  - e. Describe the logging capabilities of the system (auditing from within the applications as well as outside the application).
- 3. Describe what you have in place to ensure that our data is protected against loss.
  - a. What is your backup policy to include how often your data is backed up, how long backups are retained, and whether backups are stored off site?
  - b. How do you assure business continuity in the face of a catastrophic event like a network outage or data center failure? Comment on what we could expect by way of service disruptions and the speed of recovery.
- 4. Describe measures that you take to ensure your software is secure.
  - a. Is there a framework or methodology for testing software?
    - b. Describe your code review process to include whether the code reviews are external, when last performed, and whether we can see the results.
    - c. If a web application, what protections do you employ against the most critical web security flaws including: SQL injection, XSS, Broken authentication and session management?
- 5. Describe your information security policy and practices.
  - a. What measures including training, processes, and/or background checks do you take to ensure employees will safeguard data?
- 6. Can you show evidence that you have been audited, accredited or reviewed by an independent auditor, e.g. SSAE-16? If so, please include the documentation as part of your submission.
- 7. What third-party technology partners will be used and what security protections are provided by the partners? Include any evidence that they have been audited, accredited, or reviewed by an independent auditor?
- Include a statement that notes your acceptance to the conditions stated in University of Maine System, Contract for Services, Rider C. Standards for Safeguarding Information, as part of the agreement.

	Item Groups								
Suppliers must indicate the lots they are including in their proposal offer.									
Group Number	Group Description	Included in Proposal Offer? (Yes/No)							
Group #1	Personal Computers, Peripherals and Accessories (desktops, workstations, laptops, tablets, thin clients, monitors/displays, memory, docking stations, input devices, storage devices and systems, video projectors, cameras, audio and headsets)								
Group #2	Services & Support - Image Loading								
Group #3	Services & Support - Asset Tagging								
Group #4	Services & Support - Delivery & Setup at University Offices								
Group #5	Services & Support - End of Life (Recycling/Disposal)								
Group #6	Services & Support - Parts Depot								
Group #7	Services & Support - Technology Certifications / Training								

eskton/Tower (see des	cription that follow	s table)					
esklop/Tower (see des		s lable)					
ET or EXCEED features that	n the following for devic	e(s) provided:	in Section 2				
Intel® Core™ i5 Proces	sor						
Microsoft Windows Ente	erprise or Professional						
8GB							
Dual Display 1GB							
1TB SATA							
DVD+/-RW Drive							
Energy Star							
Stereo USB Sound Bar							
3 Year Next Business D	3 Year Next Business Day On-Site Support (4 Year option)						
	· · · ·						
Part Number/SKU	Published Public Higher Education List Price	% Discount	Unit Price				
MEET the Section 1 STAND	ARD CONFIGURATION						
	- · · ·						
e price the following Option							
Part Number/SKU	Public Higher Education List Price	% Discount	Unit Price				
Option 2: Asset Recovery Services Option 3: SSD Drives: 256GB							
	ET or EXCEED features that Intel® Core™ i5 Proces Microsoft Windows Ent 8GB Dual Display 1GB 1TB SATA DVD+/-RW Drive Energy Star Stereo USB Sound Bar 3 Year Next Business D Part Number/SKU MEET the Section 1 STAND DESCRIPTION	ET or EXCEED features than the following for devic Intel® Core™ i5 Processor Microsoft Windows Enterprise or Professional 8GB Dual Display 1GB 1TB SATA DVD+/-RW Drive Energy Star Stereo USB Sound Bar 3 Year Next Business Day On-Site Support (4 Y Published Part Number/SKU Public Higher Education List Price MEET the Section 1 STANDARD CONFIGURATION Energy Star Published Public Higher Education List Price Public Higher Education List Price Public Higher Published Publis	Microsoft Windows Enterprise or Professional         8GB         Dual Display 1GB         1TB SATA         DVD+/-RW Drive         Energy Star         Stereo USB Sound Bar         3 Year Next Business Day On-Site Support (4 Year option)         Published Public Higher Education List Price         MEET the Section 1 STANDARD CONFIGURATION.         Public Higher         Proversion         Proversion         Part Number/SKU         Published         Public Higher         Public Higher         Published         Public Higher         Published         Published         Public Higher         Published         Published         Published         Published         Published         Published         Published         Public Higher         % Discount				

		Models Offered that EXCEED the Section 1 STANDARD CONFIGURATION.									
#	Description/Brand/Model	Part Number/SKU	Published Public Higher Education List Price	% Discount	Unit Price	Description of Adjusted Configuration					
1							Processor				
							Operating System(s)				
							Memory				
							Graphics Card				
							Hard Drives				
							Removable Media Storage Devices:				
							Energy Smart				
							Speakers				
							Hardware Support Services				
2							Processor				
							Operating System(s)				

			Memory
			Graphics Card
			Hard Drives
			Removable Media Storage
			Devices:
			Energy Smart
			Speakers
			Hardware Support Services

RE	SPONDENTS NAME:					]	
	Configuration D-2-De	sktop/Tower (see des	cription that follow	s table)			
SE	ECTION 1	· · ·		<u>,</u>			
IN	IPORTANT - Specifications MUST be MEE	Cor EXCEED features than	the following for devic	e(s) provided	in Section 2		
	Processor	Intel® Core™ i7 Proces		e(s) provided	in Section 2.		
	Operating System(s)	Microsoft Windows Ente	erprise or Professional			-	
	Memory	8GB				1	
	Graphics Card	Dual Display 1GB					
	Hard Drives	1TB					
	Removable Media Storage Devices:	DVD+/-RW Drive					
	Energy Smart	Energy Star					
	Speakers	Stereo USB Sound Bar					
	Hardware Support Services	3 Year Next Business D	ay On-Site Support (4 Y	'ear Option)			
SE	ECTION 2						
			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
ŧ			Education List Price				
	Models Offered N	IEET the Section 1 STAND	ARD CONFIGURATION				
1						-	
2						1	
3							
4							
SE	ECTION 3			•			
-	Please	price the following Option	s Separately				
	110000		Published			-	
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
ŧ			Education List Price				
	Option 1: Windows Home Edition						
	Option 2: Asset Recovery Services						
	Option 3: SSD Drives: 256GB						
	Option 4: SSD Drives: 512GB						
SE	ECTION 4						
		Models Offer	ed that EXCEED the Se	ction 1 STANE	ARD CONFIG	URATION.	
#	Description/Brand/Model	Part Number/SKU	Published Public Higher Education List Price	% Discount	Unit Price	Description of Adjusted Configuration	
1							

2

Category

Removable Media Storage

Hardware Support Services

Operating System(s) Memory

Graphics Card Hard Drives

Processor

Devices: Energy Smart Speakers

Processor Operating System(s)

Memory

			Graphics Card
			Hard Drives
			Removable Media Storage
			Devices:
			Energy Smart
			Speakers
			Hardware Support Services

RESPONDENTS NAME:										
	Access	sories								
SECTION 1										
Description/Brand/Model	Part Number/SKU	Published Public Higher Education List Price	% Discount	Unit Price						
	Please price the following	ng Options Separately								
Option 1: Monitors: 20" Professional Monitor										
Option 2: Monitors: 24" Professional Monitor										
Option 3: Monitors: Other										
Option 4: Removable Media Storage Devices: 16x										
DVD+/-RW Drive										
Option 5: Keyboard: USB Multimedia Keyboard,										
English										
Option 6: USB Optical Mouse										
Option 7: Speaker Soundbar										
Option 8: Docking Station										
Option 9: Powercord										

	SPONDENTS NAME:					1	
RE			(and description the		1-1-1		
	Configuration Configuration L(1	)-Laptop/Notebook	(see description the	at follows ta	idie)		
SE	CTION 1						
	PORTANT Creatifications MUCT be MEET a		the fellowing for douit	n (n) munuidad	in Costion 2.		
	PORTANT - Specifications MUST be MEET o	Intel® Core™ i7	the following for device	ce(s) provided	in Section 2:	4	
	Processor					-	
	Operating System(s)	Microsoft Windows Ente	erprise or Professional			4	
	Memory	8GB (1 x 8GB)				-	
	Graphics Card	1GB Discrete Graphics				4	
	Hard Drives	500GB SATA				-	
	LCD		Anti-Glare enabled for V	VebCam		4	
	Internal Keyboard	Internal English Backlit I	Dual Pointing Keyboard				
	AC Adapter	65W A/C Adapter					
	Module Bay Devices	8x DVD+/-RW Drive					
	Wireless	wirelsss card					
	Batteries	Primary Battery				4	
	Energy Smart	Energy Star				1	
	Webcam	HD Webcam & Noise Ca	ancelling Digital Array M	ic			
	Speakers						
	Hardware Support Services	3 Year Next Business D	ay On-Site Service and	Accidental Dan	nage Protectior		
SE	CTION 2						
			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
	Description/Brand/Model	Fait Nullibel/SK0	Education List Price	76 Discount	Unit Frice		
#							
	Models Offered MEE	T the Section 1 STAND	ARD CONFIGURATION	-			
1							
2							
3							
4							
SE	CTION 3						
	Please pr	ice the following Option	s Senarately				
T			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
ŧ	Description/Drana/moder	i art Number/orto	Education List Price	70 Discount	Unit Thee		
	Option 1: Windows Home Edition		Education List Frice			1	
	Option 2: Asset Recovery Services					4	
	Option 3: Fully Encrypted Drive					4	
	Option 4: Bundle (20" Monitor, Docking					1	
	Station, Keyboard, Mouse, Soundbar)						
	Option 5: SSD Drives: 256GB			1		1	
	Option 6: SSD Drives: 512GB			1		1	
	CTION 4						
JE		Madala Off		otion 4 OTANI			
		Models Offere	ed that EXCEED the Se	CTION 1 STANE	DARD CONFIG	URATION.	
			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	Category
#			Education List Price			•	
<i>"</i>							Processor
-							Operating System(s)
							Memory
							Graphics Card
							Hard Drives

		LCD
		Internal Keyboard
		AC Adapter
		Module Bay Devices
		Wireless
		Batteries
		Energy Smart
		Webcam
		Speakers
		Processor
		Operating System(s)
		Memory
		Graphics Card
		Hard Drives
		LCD
		Internal Keyboard
		AC Adapter
		Module Bay Devices
		Wireless
		Batteries
		Energy Smart
		Webcam
		Speakers

	SPONDENTS NAME:					1	
RE							
	Configuration: L(2) - Laptop/No	tebook Computer (	see description that	t follows tal	ole)		
SE	CTION 1						
	PORTANT - Specifications MUST be MEET or		the following for device	ce(s) provided	in Section 2:		
	Processor	Intel® Core™ i5					
	Operating System(s)	Microsoft Windows Ente	erprise or Professional				
	Memory	8GB (1x8GB)					
	Graphics Card	1GB Discrete Graphic					
	Hard Drives	500GB SATA					
_	LCD		nti-Glare enabled for We	ebCam			
	Internal Keyboard	Internal English Backlit I	Dual Pointing Keyboard				
	AC Adapter	A/C Adapter					
	Module Bay Devices	8x DVD+/-RW Drive					
	Wireless	Wireless Card					
	Batteries	Primary Battery					
	Energy Smart	Energy Star					
	Hardware Support Services	3 Year Next Business D	ay On-Site Service and	Accidental Dan	age Protection		
	CTION 2	•					
			Published			-	
	Departmention/Prand/Madal	Part Number/SKU	Public Higher	% Discount	Unit Price		
	Description/Brand/Model	Fart Number/SKU	•		Unit Price		
#			Education List Price				
	Models Offered MEE	T the Section 1 STAND	ARD CONFIGURATION				
1							
2							
3							
4							
SE	CTION 3						
		ce the following Option	e Soparatoly				
	Flease pil	ce the following option	Published	1			
	Departmention / Drawd / Madal	Part Number/SKU		% Discount	Unit Price		
#	Description/Brand/Model	Fart Number/SKU	Public Higher	% Discount	Unit Price		
	Option 1: Windows Home Edition		Education List Price				
	Option 2: Asset Recovery Services					•	
	Option 3: Fully Encrypted Drive						
	Option 3: Fully Encrypted Drive Option 4: Bundle (20" Monitor, Docking					4	
	Station, Keyboard, Mouse, Soundbar) Option 5: SSD Drives: 256GB					-	
						-	
0	Option 6: SSD Drives: 512GB						
SE	CTION 4						
		Models Offere	ed that EXCEED the Se	ction 1 STANE	ARD CONFIG	URATION.	
			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	Category
#	Boost priori, Brandiniouor		Education List Price	/ Diotount	ontritoo		Juicgoly
# 1			Laucation List Frice				Dragonar
-							Processor
							Operating System(s)
							Memory Craphics Card
							Graphics Card
							Hard Drives
							LCD Internal Keyboard

			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Hardware Support Services
2			Processor
			Operating System(s)
			Memory
			Graphics Card
			Hard Drives
			LCD
			Internal Keyboard
			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Hardware Support Services

DEC	PONDENTS NAME:					1	
\L3r	Configuration: L(3)-Ultra-Portab	la Lantan 12" LCD	(soo description the	at follows to	abla)		
					ibie)	-	
SEC	TION 1						
IMP	ORTANT - Specifications MUST be MEET o	r EXCEED features than	the following for device	ce(s) provided	in Section 2:		
	ocessor	Intel® Core™ i7	The following for device				
	perating System(s)	Microsoft Windows Ente	erorise or Professional			4	
	emory	8GB (1x8GB)				4	
	aphics Card	Integrated Graphics				4	
	ard Drives	256GB Hard Drive				-	
LC		12" HD (1920x1080) Ani	ti-Glare enabled for Web	Cam		4	
-	ernal Keyboard	Internal English Backlit		Cam		-	
	C Adapter	A/C Adapter	Dual Politility Reyboard			-	
	odule Bay Devices	Internal or External DVD				-	
	ireless	Wireless Card	JH/-INW DIIVE			-	
	Itteries	Battery				4	
	ergy Smart	Energy Star				4	
	lergy Smart		ancelling Digital Array M	ia		-	
0.	eakers	HD Webcalli & Noise Ca	ancelling Digital Array M			-	
	ardware Support Services	2 Voor Novt Business D	ou On Site Service and	Assidental Dan	and Drataction		
		3 Year Next Business D	ay On-Site Service and	Accidental Dan	hage Protection		
SEC	TION 2						
			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
#	·		Education List Price				
	Models Offered MEE	T the Section 1 STAND	ARD CONFIGURATION	_			
1							
2						-	
3						-	
4						-	
-				1			
SEC	TION 3						
	Please pr	ice the following Option					
			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
#			Education List Price			1	
	otion 1: Windows Home Edition						
	otion 2: Asset Recovery Services						
	otion 3: Fully Encrypted Drive						
Op	otion 4: Bundle (20" Monitor, Docking						
	ation, Keyboard, Mouse, Soundbar)						
Op	otion 5: SSD Drives: 512GB						
SEC	TION 4						
		Models Offere	ed that EXCEED the Se	ction 1 STANE	DARD CONFIG	URATION.	
			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	Category
#			Education List Price				-
1							Processor
							Operating System(s)
							Memory
							Graphics Card
							Hard Drives
							LCD

			Internal Keyboard
			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Hardware Support Services
2			Processor
			Operating System(s)
			Memory
			Graphics Card
			Hard Drives
			LCD
			Internal Keyboard
			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Hardware Support Services

					1	
RESPONDENTS NAME:						
Configuration: L(4)-Ultra-Por	rtable Laptop 14" LCD	(see description the	at follows ta	ble)		
SECTION 1						
INDORTANT OF SIGNATIONS MUCT IS NOT		the fellowing for dead	(-)	in Ocation Oc		
IMPORTANT - Specifications MUST be MEE		the following for device	ce(s) provided	in Section 2:	-	
Processor	Intel® Core™ i7				-	
Operating System(s)	Microsoft Windows Ente	erprise or Professional			-	
Memory	8GB (1 x 8GB)				-	
Graphics Card	Integrated Graphics				-	
Hard Drives	256GB Hard Drive		0		4	
		ti-Glare enabled for Web	Cam		4	
Internal Keyboard AC Adapter	Internal English Backlit I	Dual Pointing Reyboard			4	
Module Bay Devices	A/C Adapter Internal or External DVD				4	
,		D+/-RVV Drive			4	
Wireless Batteries	Wireless Card				4	
	Battery Enorgy Stor				4	
Energy Smart	Energy Star	anaolling Digital Array M	io		4	
Webcam	HD Webcam & Noise C	ancelling Digital Array M	IC		-	
Speakers	2 Veer Next Dusiness D	ou On Cita Comilas and	Assidental Den	ana Dratastiar		
Hardware Support Services	3 Year Next Business D	ay On-Site Service and	Accidental Dan	hage Protection		
SECTION 2			T			
		Published				
Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
#		Education List Price				
Models Offered	MEET the Section 1 STAND	ARD CONFIGURATION	l.			
1			T		-	
2						
3						
4						
SECTION 3			I			
		0 ()				
Pleas	e price the following Option		1			
		Published				
Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
# Option 4. Windows Home Edition		Education List Price			-	
Option 1: Windows Home Edition					-	
Option 2: Asset Recovery Services					-	
Option 3: Fully Encrypted Drive Option 4: Bundle (20" Monitor, Docking					4	
Station, Keyboard, Mouse, Soundbar)					-	
Option 5: SSD Drives: 512GB		l	1			
SECTION 4						
	Models Offere	ed that EXCEED the Se	ction 1 STANE	ARD CONFIG	URATION.	
		Published				
Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	Category
#		Education List Price			,,	
# 1						Processor
•						Operating System(s)
						Memory
						Graphics Card
						Hard Drives
						LCD
					ļ	1-22

			Internal Keyboard
			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Webcam
			Speakers
			Hardware Support Services
2			Processor
			Operating System(s)
			Memory
			Graphics Card
			Hard Drives
			LCD
			Internal Keyboard
			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Webcam
			Speakers
			Hardware Support Services

REG	PONDENTS NAME:					1	
RES	Configuration: L(5)-Ultra-Convert	ible Lanton 14" LCD	(see description t	hat follows	tabla)		
				nat ionows	lable)		
SE	CTION 1						
IMF	PORTANT - Specifications MUST be MEET o	r EXCEED features than	the following for device	ce(s) provided	in Section 2:		
	rocessor	Intel® Core™ i7	the felletting for dette				
	Derating System(s)	Microsoft Windows Ente	erorise or Professional				
	lemory	8GB (1 x 8GB)					
	Braphics Card	Integrated Graphics					
	lard Drives	500GB Hard Drive					
	CD	14" HD (1920x1080) Ani	ti-Glare enabled for Web	Cam			
Ir	nternal Keyboard	Internal English Backlit I				1	
	C Adapter	A/C Adapter				1	
	Iodule Bay Devices	Internal or External DVD	0+/-RW Drive			1	
	Vireless	Wireless Card				1	
	atteries	Battery				1	
	nergy Smart	Energy Star				1	
	/ebcam	HD Webcam & Noise Ca	ancelling Digital Array M	ic		1	
	peakers		<b>j j i</b> i j	-		1	
H	lardware Support Services	3 Year Next Business D	ay On-Site Service and	Accidental Dam	age Protection		
	CTION 2	•	,		Ŭ		
T			Published				
	Description /Description	Deat Nearth and Old I		0/ <b>D</b>			
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
#			Education List Price				
	Models Offered MEE	ET the Section 1 STAND	ARD CONFIGURATION	•			
1							
2							
3							
4							
SE(	CTION 3						
	Please pr	ice the following Option	s Separately				
	•	<b>.</b> .	Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
#	••••••••••••••••••••••••••••••••••••••		Education List Price				
C	Option 1: Windows Home Edition						
C	Detion 2: Asset Recovery Services						
	Option 3: Fully Encrypted Drive					1	
C	Option 4: Bundle (20" Monitor, Docking					1	
S	tation, Keyboard, Mouse, Soundbar)						
C	Option 5: SSD Drives: 512GB					1	
	CTION 4	• •	•	•			
-		Models Offere	ed that EXCEED the Se	ction 1 STANE	ARD CONFIG	UBATION	
			Published				
#	Description/Brand/Model	Part Number/SKU	Public Higher Education List Price	% Discount	Unit Price	Description of Adjusted Configuration	Category
1							Processor
+							Operating System(s)
							Memory
							Graphics Card
							Hard Drives
							LCD
						ļ	1-25

			Internal Keyboard
			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Webcam
			Speakers
			Hardware Support Services
2			Processor
			Operating System(s)
			Memory
			Graphics Card
			Hard Drives
			LCD
			Internal Keyboard
			AC Adapter
			Module Bay Devices
			Wireless
			Batteries
			Energy Smart
			Webcam
			Speakers
			Hardware Support Services

						1	
E	SPONDENTS NAME:						
	Configuration: T(1)-Tablet Device	any Mainstream O/S	6 (see description t	hat follows	table)		
E	CTION 1		· ·		, ,		
_							
	PORTANT - Specifications MUST be MEET or		the following for device	e(s) provided	in Section 2:		
		Dual Core					
		iO/S OR Android OR W	indows				
	,	8GB					
		32GB					
		Wi-Fi capable					
		8'-10" 1024 x 768					
			ancelling Digital Array Mi	c			
-	·	8 hours					
		Built-in					
	JSB Connector	USB Connector Prefera	ble				
		Energy Star					
		3-Year Next Business D	ay On-Site Service and	Accidental Dam	age Protection		
E	CTION 2						
ſ			Published				
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
	•		Education List Price				
-	Models Offered MFF	T the Section 1 STAND	ARD CONFIGURATION	ļļ			
1							
r							
t							
	CTION 3			11			
_							
	Please prie	ce the following Option					
	Description / Provid/Model	Part Number/SKU	Published		Unit Price		
	Description/Brand/Model	Part Number/SKU	Public Higher	% Discount	Unit Price		
6	Option 1: Fully Encrypted Drive		Education List Price				
È							
6	Option 2: Larger capacity as available. (64GB)						
	Option 3: Larger capacity as available. (040B)					4	
	128GB)						
Ò	Option 4: Larger capacity as available.						
	256GB) Option 5: Larger capacity as available.					4	
(	512GB)						
(	Option 6: Cellular Capability						
<u> </u>	CTION 4						
E	Models Offered that EXCEED the Section 1 STANDARD CONFIGURATION.						
E		modela Offere					
E	Description/Brand/Model	Part Number/SKU	Published Public Higher Education List Price	% Discount	Unit Price	Description of Adjusted Configuration	Category
	Description/Brand/Model		Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	
	Description/Brand/Model		Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	Processor
	Description/Brand/Model		Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	Processor Operating System(s)
	Description/Brand/Model		Public Higher	% Discount	Unit Price	Description of Adjusted Configuration	Processor

			Display
			Webcam
			Battery Life:
			Speakers
			USB Connector
			Energy Smart
			Hardware Support Services
2			Processor
			Operating System(s)
			Memory
			Capacity
			Wi-Fi capable
			Display
			Webcam
			Battery Life:
			Speakers
			USB Connector
			Energy Smart
			Hardware Support Services

### **RESPONDENTS NAME:**

# **Additional Volume Discounts**

Respondents are to provide additional volume-based pricing for consideration. Examples include, but are not limited to, deeper discounts based on dollar thresholds for single orders, cumulative purchases by member, and aggregate volume by the membership. Respondents shall propose how additional discounts are to be earned.

Tier	Threhold	Additional % Discount
Additional discount to be app	lied to single orders equal to or exce	eeding:
Tier I	\$XX,XXX but less than \$XX,XXX	
Tier II		
Tier III		
Tier IV		
Tier V		
Add others as appropriate:		

RESPONDENTS NAME:		
Percentage	Discounts for Entire Catalog	
Respondents are to provide percentage disco	ounts for the entire catalog by manufacturer and/ ide percentage discounts for the categories spe	
Category	Price List	% Discount
	example: MSRP, education price list	70 D1000 unit
Desktop Computers		
Tower Computers		
Tablet Computers		
Notebook Computers		
Laptop Computers		
LCD Panels		
Monitors		
Hard Disk Drives		
Removable Media Storage Devices		
Keyboards		
USB Optical Mouse		
Speaker Soundbar		
Docking Station		
insert additional categories here:		
Insert additional categories here:		
Manufacturer	Price List	% Discount
example: HP, Dell, IBM, etc.	example: MSRP, education price list	

## **RESPONDENTS NAME:**

# **Related Services and Support**

	lices and oupp		
Respondent shall describe all available price	ing options for serv	lices (discount off lis	st, hourly
fees, per unit fees, etc.).			
Service	Description	Price Structure	Fee
IMAGE LOADING			
Image Setup			
Storage			
Licensing			
Encryption			
ASSET TAGGING			
DELIVERY & SETUP AT UNIVERSITY OFFICE			
END OF LIFE (Recycling/Disposal)			
Wiping			
Certification foor Devices			
Value			
PARTS DEPOT			
Forward Supply + Price Depot			
TECHNOLOGY CERTIFICATIONS / TRAINING			
Certify for Repairs			
Training			
insert additional service/support options below:			