



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

Higher Education Managed End-User
Computing Services and Equipment

RFP #2019-040

Issued Date: February 25, 2019

Response Deadline Date/Time: April 4, 2019 5:00 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – RC: Managed End-User Computing
RFP#2019-040

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 "Agreement or."

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

1.1.2 Background

Overview

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 50th 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 and women 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 105th 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, small-university 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 to increase the quality, timeliness, user-experience, security, and efficiency of end-user computing services through the acquisition of lifecycle managed services in addition to, and/or instead of, traditional end-user computer equipment purchases. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the Agreement ual 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.

1.1.4 Specifications / Scope of Work

The University is seeking access to cost and process-efficient end-user computing services as discussed below. Respondent is to furnish all services as required by the University at the lowest cost, highest quality and with the greatest array of value-added options available to the Education Market. The University seeks a Respondent whose core competencies include proactive review of incidents to recognize patterns and implement improvements, evaluating and making specific recommendations for Clients' IT infrastructure environments, managing an accurate, reliable, and complete inventory of IT assets, and establishing an effective quality assurance program that ensures continuous improvement in support of the academic and business needs of the University.

Your response should include but not be limited to the below services. You are encouraged to display creativity in your response by including other services that are related or that you believe would be of benefit to the University. Including value, add services or options, which will enhance the value of your response. Proposals shall clearly state the cost of additional offerings.

If you offer "Bundled Services", please provide those options for consideration separately. Also, indicate how you handle large quantities of services for University systems.

1. Device with factory service: (Required)

This offering is closely in alignment with the traditional device acquisition model used by the university to date. The device would be purchased by the organization, imaged in the factory with a university-customized standard factory image, and asset tagged for entry into an ITAM tool prior to shipment. The image would be customized by university desktop engineers, vetted by the vendor, and made available both within the factory and on-premise (for reimaging by university staff). The device would be deployed on-premise by a university employee and include user-data migration and customer handoff. The device would be covered by a standard manufacturers' warranty with onsite service and optional accidental damage insurance for mobile devices (laptops, tablets, etc.).

2. Device with factory and deployment services - deployment services: (Required)

This offering includes all features and warranties of "Device with factory services" except the vendor will provide on-premise deployment of the device to include user-data migration, software installation, training, and asset recovery of the end-of-life device. The vendor would warranty this work for a short period of time after deployment at which time the responsibility for day-to-day support would be assumed by the university.

3. PC as a Service - (PCaaS):

This offering would allow the university academic and business areas to subscribe to a device as a service encompassing the full provisioning and management of the device throughout its life cycle. The service provider would be responsible for provisioning, deployment to include user-data migration, device support, and end of life activities. The service would be available as a monthly charge with the ability to select the Agreement length

(3 or 4 year refresh). This offering would target University areas/locations looking to “smooth” their pc refresh cycle with a monthly spend, leverage vendor on-premise capacity, and provide a commodity standards-based approach at a set recurring price point. The provider will be responsible for all device repair costs and activities except for accidental damage, which will be available for an additional monthly cost. This offering may include a discount for university self-provisioning.

4. Device with factory services - Self-provisioned:

This offering includes all features and warranties of “Device with factory services” except the device would be enrolled by the factory in Microsoft inTune for Autopilot. The device would be shipped directly to the end-user and the Autopilot zero-touch out-of-box experience would guide the end-user through migration of their data from their old device and place the device in the University’s Active Directory. This experience would make available the University software catalog to install requested software. This service could also be offered as PC as a Service (“subscription”).

1.2 General Information

1.2.1 Agreement Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a Agreement in the form of a University of Maine System Master Agreement, which is attached to this response as **Appendix D**. Agreement initial term and renewal periods are reflected in Section 2 of Appendix D, Master Agreement, 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 Master Agreement (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 Agreement or, 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 Master Agreement
2. Agreement Riders as required
3. Agreement 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 Agreement is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement ; or
- j. 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 Agreement , 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 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 Agreement and documents, are considered public records and therefore are subject to freedom of access requests.

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 all Respondents' responses may be made available to participating Respondents upon request. Such request must 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 provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine 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 Agreement, if any, executed between the University and your entity.

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 Agreement or 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 Agreement or 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 Agreement or 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 Agreement or 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 Agreement or 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 Agreement or.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
	Respondents' Pre-Bid Conference (subject to change)	March 7, 2019 1:00 – 2:30 p.m. EST
Section 1.2.2	Deadline for Written Inquiries/Questions	March 14, 2019, 5:00 p.m. EST
Section 1.2.2	Response to Written Inquiries/Questions Addenda will be provided on the RFP posting site: http://www.maine.edu/strategic-procurement/upcoming-bids/	March 21, 2019
Section 1.3.8	Deadline for Proposal Submission	April 4, 2019, 5:00 p.m. EST
	Estimated Respondent Presentation Date (subject to change)	April 24, 2019 9:00 – 12:00 p.m. EST 1:00 – 5:00 p.m. EST 1.5 hour presentation slots
Section 2.2	Award Announcement (subject to change)	May 10, 2019
	Estimated Agreement Start Date (subject to change)	May 20, 2019

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, <http://www.maine.edu/strategic-procurement/upcoming-bids/>

IMPORTANT - It is the responsibility of the Respondent to ensure they review the website prior to proposal submission, to ensure that you fully understand the requirements.

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 subcontractors or) 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 based on 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	20
Appendix D & E	Master Agreement	10
Appendix F & G	References and Organization, Organization and Management Capacity, Organization Resources and Staffing Flexibility, Staff Augmentation, Shared Governance Model, Subcontractors, Financial Stability	20
Appendix H	Project Governance Mgmt Services, Support / Maintenance / Upgrades, Product Acquisition and Provisioning, and Supplier Catalog	20
Appendix I	Service Level, Support Implementation, Training, and Reporting	20
Appendix J	Information Technology	10
Appendix K	Accessibility	Pass/Fail
Appendix L	Information Technology Security	Pass/Fail
Total Points		100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation (Appendix C)

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:

$(\text{Lowest submitted cost response} / \text{cost of response being scored}) \times \text{Points} = \text{pro-rated score}$

The University will NOT 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 NOT be given another opportunity to modify pricing once submitted.

2.1.2.2 Master Agreement (Appendix D)

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 no points 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 the total points noted in Table 2.1.1.
- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.
- 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.

2.1.2.3 [References and Organization, Organization and Management Capacity, Organization Resources and Staffing Flexibility, Staff Augmentation, Shared Governance Model, Subcontractors, Financial Stability \(Appendix G\)](#)

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.

2.1.2.4 [Project Governance Mgmt Services, Support / Maintenance / Upgrades, Product Acquisition and Provisioning, and Supplier Catalog \(Appendix H\)](#)

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.5 [Service Level, Support Implementation, Training, and Reporting \(Appendix I\)](#)

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.6 [Accessibility \(Appendix J\)](#)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

2.1.2.7 [Information Technology Security \(Appendix K\)](#)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

2.1.2.8 [Information Technology \(Appendix L\)](#)

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, 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 Agreement . 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. The University reserves the right to terminate Agreement negotiations with a selected respondent who submits a proposed Agreement significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable Agreement 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 Agreement has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

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. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

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 all information requested in the document package at the time of submission. 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 disqualification 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 - Section 1 – UMS Response Cover Page
- 3.2.1.2** Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3** Insert Appendix B1 – Debarment, Performance and Non-Collusion Certification
- 3.2.1.4** Insert Appendix B2 – Required Service Name / Service Bundle

3.2.2 Section 2 - Cost Response

- 3.2.2.1** Label this response - Section 2 – Cost Evaluation
- 3.2.2.2** Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 – Master Agreement

- 3.2.3.1** Label this response - Section 3 – Master Agreement
- 3.2.3.2** Insert Appendix D – Master Agreement
- 3.2.3.3** Insert Appendix E – Evaluation Questions - Master Agreement

3.2.4 Section 4 - Response to Questions

- 3.2.4.1** Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2** Insert Appendix F – Organization Reference Form
- 3.2.4.3** Insert Appendix G – Evaluation Question(s) - Organization, Organization and Management Capacity, Organization Resources and Staffing Flexibility, Staff Augmentation, Shared Governance Model, Subcontractors, Financial Stability
- 3.2.4.4** Insert Appendix H – Project Governance Mgmt Services, Support / Maintenance / Upgrades, Product Acquisition and Provisioning, and Supplier Catalog
- 3.2.4.5** Insert Appendix I – Service Level, Support Implementation, Training, and Reporting
- 3.2.4.6** Insert Appendix J – Evaluation – Accessibility Requirements
 - Voluntary Product Accessibility Template (VPAT)
 - Detailed Description of Accessibility features.
- 3.2.4.7** Insert Appendix K – Evaluation Question(s) – Information Technology Security
- 3.2.4.8** Insert Appendix L – Evaluation Question(s) – Information Technology

Appendix A – University of Maine System Response Cover Page

RFP # 2019-040

Higher Education Managed End-User Computing Services

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 Agreement ual 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 Agreement , if any, executed between UMS and your entity.

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 B1 – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP # 2019-040
Higher Education Managed End-User Computing Services

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 Agreement s issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this Agreement 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 Agreement.
 - 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 B2 – Required Service Name / Service Bundle

The University is seeking access to cost and process efficient IT Managed Services as provided in the table below as Service Name / Service Bundle. Respondents must provide a Yes or No response to the Service Name / Service Bundles they intent to include in their proposal.

IMPORTANT, For the proposal to be considered by the University, the Respondent must at a minimum, provide as part of their proposal submission, the service name / service bundles which are marked in the “Required” field with an ‘X’ designation.

<i>Suppliers must indicate the service name / service bundle they are including in their proposal offer.</i>			
Included in Proposal Offer? (Yes/No)	Service Name / Service Bundle	Service Description	Required
	Device with factory services	1) Device Purchased	X
		2) Custom Factory Imaged Device	X
		3) Onsite Standard Manufacturers' Warranty	X
		4) Option for Accidental Damage Insurance (mobile devices only)	X
		5) Asset Tagging	X
	Device with factory deployment services	1) Device Purchased	X
		2) Onsite Standard Manufacturers' Warranty	X
		3) Option for Accidental Damage Insurance (mobile devices only)	X
		4) Custom Factory Imaged Device	X
		5) Asset Tagging	X
		6) On-Premise Deployment (User Data Migration, Software Installation, Training, Asset Recovery of end of life device)	X
	PC as a Service (PCaaS)	1) Vendor Owned Device Provided, Asset Tagged. Configured and Supported as a Subscription (4 Year refresh)	
		2) Onsite Standard Manufacturers' Warranty	
		3) Option for Accidental Damage Insurance (mobile devices only)	
	Device with Factory Services – Self Provisioned	1) Device Purchased	
		2) Onsite Standard Manufacturers' Warranty	
		3) Option for Accidental Damage Insurance (mobile devices only)	
		4) Custom Factory Imaged Device	
		5) Asset Tagging	
		6) Zero-touch, out-of-Box experience, initiated by the End-User, with the device automatically configured in UMS Active Directory (AD) Environment*	

*UMS already licenses Azure AD, MS in-Tune, Autopilot, SCCM

Appendix C – Required Cost Evaluation Exhibits

University of Maine System COST EVALUATION

RFP # 2019-040
Higher Education IT Managed Integration Services

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire term of the Agreement, as outlined in **Appendix D, Section 2**.
2. 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.
3. 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 not required as part of your response, simply leave it blank.
4. 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 Agreement ed services may be included.
5. **Pricing.** Pricing is to be based on a percentage discount from Respondent’s published list price and increases are limited to once every 12 months. The discount shall remain firm for the life of the Agreement unless improved to the benefit of the University. Prices for any items ordered are to be based on the manufacturer’s published list price in effect at the time of order placement. University must be notified in writing of any “proposed” changes a minimum of ninety (90) days prior to the planned implementation.
6. **Pricing Discounts.** Proposed pricing discounts and additional information are to be recorded in **Appendix C, Exhibit 1, Table 4**.
7. **Additional Pricing of Product Offerings or Core Services.** Respondents electing to propose pricing on additional products or services must submit additional items on a separate list. The list must be labeled as “Additional Items” and included in Appendix Exhibit 1, Table 1, Table 2 and Table 3 proposal response. University retains the right to accept or reject additional items in part or in whole.
8. **Member Direct Rebates.** Respondents are encouraged to propose direct rebates as means of generating revenue and increasing operating funds for the University.
9. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
10. Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.

11. The University will NOT 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 NOT be given another opportunity to modify pricing once submitted.
12. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

CONFIGURATION AND PRICING GUIDELINE INFORMATION

The table below detailing the Business Class Models provides a representative sample of current configurations used by the University. 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.** Products will be ordered as needed and may be acquired from any location within the University. It is the intention for the University to move towards a managed life-cycle process allowing for better forecasting. If quantity discounts are offered, the Respondent must so state.

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.

Business Class Models Minimum Specifications – Information provided below will be used for pricing in Appendix C, Exhibit 1 Table 1.

Laptop specification will additionally be used for pricing in Appendix C, Exhibit 1 Tables 2 and 3.

1. ALL IN ONE

- Use Case - Computer Lab, Desktop PC
- Display - 24", IPS, LED-backlit, 1920x1080
- Processor - 3.2GHz i7-8700
- Graphics – Intel UHD Graphics 630
- Memory – 16GB
- Hard Drive – 500GB NVMe SSD
- Optical Drive – DVD-Writer
- Network – GbE, 802.11ac, BT
- vPro – Yes
- Webcam - Yes

2. SMALL

- Use Case - Desktop PC, Instructor Station
- Display – n/a
- Processor - 3.2GHz i7-8700
- Graphics – Intel UHD Graphics 630
- Memory – 16GB
- Hard Drive – 500GB NVMe SSD
- Optical Drive – DVD-Writer
- Network – GbE, 802.11ac, BT
- vPro – Yes
- Webcam – n/a

3. TOWER

- Use Case - Engineering, Visualization
- Display – n/a
- Processor - 3.6GHz Xeon W-2133
- Graphics – NVIDIA Quadro P4000
- Memory – 16GB
- Hard Drive – 500GB NVMe SSD, 2TB HDD
- Optical Drive – DVD-Writer
- Network – GbE
- vPro – Yes
- Webcam – n/a

4. MINI

- Use Case - Web Conferencing
- Display - n/a
- Processor - 2.1GHz i5-8500T
- Graphics – Intel UHD Graphics 630

- Memory – 8GB
- Hard Drive – 128GB NVMe SSD
- Optical Drive – No
- Network – GbE, 802.11ac, BT
- vPro – Yes
- Webcam – n/a

5. LAPTOP

- Use Case - Mobility, Desktop PC
- Display - 14", LED-backlit, 1920x1080
- Processor - 1.9GHz i7-8650U
- Graphics – Intel UHD Graphics 620
- Memory – 16GB
- Hard Drive – 500GB NVMe SSD
- Optical Drive – No
- Network – GbE, 802.11ac, BT
- vPro – Yes
- Webcam – Yes
- TPM - Yes

6. TWO IN ONE

- Use Case - Mobility, Desktop PC, Presentation
- Display - 13", LCD, Touch Screen, 1920x1080
- Processor - 1.9GHz i7-8650U
- Graphics – Intel UHD Graphics 620
- Memory – 16GB
- Hard Drive – 500GB NVMe SSD
- Optical Drive – No
- Network – 802.11ac, BT
- vPro – Yes
- Webcam – Yes
- TPM - Yes

7. TABLET

- Use Case - Presentation, Room Controls
- Display - 10.5", Touch Screen, 2224x1668
- Processor - A10X
- Graphics – Retina display
- Memory – 128GB
- Hard Drive – n/a
- Optical Drive – No
- Network – Cellular, 802.11ac, BT
- vPro – Yes
- Webcam – n/a

INSTRUCTIONS FOR - Exhibit 1 (Table 1) – Product Offerings (Unit Pricing)

As the University decides on specific equipment and software manufacturers to partner with, Respondent will be expected to have the ability to address their acquisition needs through access to technology distribution centers and products from top industry manufacturers. Please demonstrate your capacity to provide a wide range of product offerings. Respondent must be an authorized reseller and certified service agent for all manufacturers offered in their response. The University is interested in a partner that has such relationships with multiple manufacturers to allow the greater flexibility for the University.

Published Public Higher Education List Price Used (if any) – Provide identification of any consortium pricing.

Category - List products the University is seeking pricing on.

Mfr. List Price – Manufacturer’s list price.

Discount % - Discount offered of the Mfr. List Price.

University Cost – Mfr. List Price less discount

Additional Pricing of Product Offerings. Respondents electing to propose pricing on additional products must submit additional items on in the area provided. University retains the right to accept or reject additional items in part or in whole.

Exhibit 1 (Table 1) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Respondents will provide pricing for Business Class options, as well as, the other items specified in Appendix C, Exhibit 1 Table 1. Respondent must use the identified specification to respond to the pricing requested. Failure to provide Business Class offerings may affect our evaluation of the pricing for the equipment.

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 and accidental insurance for mobile devices.

Published Public Higher Education List Price Used (if any):				
Category	Manufacturer	Mfr. List Price	Discount %	University Cost
All In One (Computer Lab, Desktop PC) (Refer to Business Class Model Specifications)				
Small (Desktop PC, Instructor Station) (Refer to Business Class Model Specifications)				
Tower (Engineering, Visualization) (Refer to Business Class Model Specifications)				
Mini (Web Conferencing) (Refer to Business Class Model Specifications)				
Laptop (Mobility, Desktop PC) (Refer to Business Class Model Specifications)				
Two In One (Mobility, Desktop PC, Presentation) (Refer to Business Class Model Specifications)				
Tablet (Presentation, Room Controls) (Refer to Business Class Model Specifications)				
Docking Station (Refer to Business Class Model for Laptop)				
Monitors: 24" Professional Monitor				
Monitors: 27" Professional Monitor				
Power cord AC Adapter				
Additional Product categories for consideration:				

INSTRUCTIONS FOR - Exhibit 1 (Table 2) – Core Services

The University is seeking access to cost and process efficient IT Managed Services as provided in Exhibit 1 Table 2 as Service Name / Service Bundle. Respondent is to furnish all services as required the University at the lowest cost with the greatest array of value-added options available to the Education Market. The University needs a Respondent whose core competencies include proactive review of incidents to recognize patterns and implement improvements, evaluate Members' IT infrastructure environment and make specific recommendations, manage an accurate, reliable, and complete inventory of IT assets, and establish an effective quality assurance program that ensures continuous improvement in support of the business needs of the University.

Your response should include but not be limited to the services noted in Exhibit 1 Table 2. You are encouraged to display creativity in your response by including other services that are related or that you believe would be of benefit to the University. Including value add services or options will enhance the value of your response. Proposals shall clearly state the cost of additional offerings.

If you offer "Bundled Services", please provide those options for consideration separately.

Service Name/Service Bundle – University identified services.

Service Description - List of services associated with the service name / service bundle.

Cost – Respondent's Cost for providing the service name / service bundle.

Additional Services / Service Bundles - Respondents electing to propose pricing on additional services or service bundles must submit additional items on in the area provided. University retains the right to accept or reject additional items in part or in whole.

Exhibit 1 (Table 2) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Using the Business Class Model **Laptop Business Class Model** provide pricing based on the unit pricing provided in Exhibit 1 Table 1 for the device and for each of the services outlined below.

Service Name / Service Bundle	Service Description	Device Cost	Service Cost
Device with factory services			
	1) Device Purchased (Using unit pricing in Exhibit 1 Table 1 for Business Class Model identified in this section)	0	
	2) Onsite Standard Manufacturers' Warranty	0	
	3) Option for Accidental Damage Insurance (mobile devices only)	0	
	4) Custom Factory Imaged Device		0
	5) Asset Tagging		0
	Total Solution Cost (1-5)		0
Device with factory deployment services			
	1) Device Purchased (Using unit pricing in Exhibit 1 Table 1 for Business Class Model identified in this section)	0	
	2) Onsite Standard Manufacturers' Warranty	0	
	3) Option for Accidental Damage Insurance (mobile devices only)	0	
	4) Custom Factory Imaged Device		0
	5) Asset Tagging		0
	6) On-Premise Deployment (User Data Migration, Software Installation, Training, Asset Recovery of end of life device)		0
	Total Solution Cost (1-6)		0
PC as a Service (PCaaS)			
	1) Vendor Owned Device Provided, Asset Tagged. Configured and Supported as a Subscription (4 Year refresh) (Using unit pricing in Exhibit 1 Table 1 for Business Class Model identified in this section)		0
	2) Onsite Standard Manufacturers' Warranty		0
	3) Option for Accidental Damage Insurance (mobile devices only)		0
	Total Solution Cost (1-3)		0
Device with Factory Services – Self Provisioned			
	1) Device Purchased (Using unit pricing in Exhibit 1 Table 1 for Business Class Model identified in this section)	0	
	2) Onsite Standard Manufacturers' Warranty	0	
	3) Option for Accidental Damage Insurance (mobile devices only)	0	
	4) Custom Factory Imaged Device		0
	5) Asset Tagging		0
	6) Zero-touch, out-of-Box experience, initiated by the End-User, with the device automatically configured in UMS Active Directory (AD) Environment*		0
	Total Solution Cost (1-6)		0

Add additional Services / Service Bundles, as needed below. These will be considered optional services for consideration by the University.

Service Name / Service Bundle	Service Description	Device Cost	Service Cost

INSTRUCTIONS FOR - Exhibit 1 (Table 3) – Annual Service Pricing

Using the Business Class Model Laptop Business Class Model provide pricing based on the unit pricing provided in Exhibit 1 Table 1 for the device. Then assume annual service fee for each of the services listed, assuming 2,500 devices purchased. In addition to Respondent evaluation, this table is intended to aid the University in their budgeting process for moving toward a service delivery approach.

Core Service, Service Name/Service Bundle – Provide the Respondent’s Organization Name.

Job Title - List role/position title of each role/position title from your organization that would be responsible for work on the project.

Years of Experience – Minimum years of experience offered by the Respondent for individuals in this job title.

Role Description – Description of the role responsibilities.

Rates (Hourly, Weekly, Monthly, Annual) – Rates for the specific Job Title.

Additional Services / Service Bundles - Respondents electing to propose pricing on additional services or service bundles in Exhibit 1 Table 3, must submit the above information for the additional items on in the area provided. University retains the right to accept or reject additional items in part or in whole.

Exhibit 1 (Table 3) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Using the Business Class Model **Laptop Business Class Model** provide pricing based on the unit pricing provided in Exhibit 1 Table 1 for the device. Then assume annual service fee for each of the services listed, assuming 2,500 devices purchased. In addition to Respondent evaluation, this table is intended to aid the University in their budgeting process for moving toward a service delivery approach.

Service Name / Service Bundle	Service Description	Annual Service Cost For 2,500 Units
Device with factory services		
	1) Custom Factory Imaged Device	0
	2) Asset Tagging	0
Device with factory deployment services		
	1) Custom Factory Imaged Device	0
	2) Asset Tagging	0
	3) On-Premise Deployment (User Data Migration, Software Installation, Training, Asset Recovery of end of life device)	0
PC as a Service (PCaaS)		
	1) Vendor Owned Device Provided, Asset Tagged. Configured and Supported as a Subscription (4 Year refresh)	0
	2) Onsite Standard Manufacturers' Warranty	0
	3) Option for Accidental Damage Insurance (mobile devices only)	0
	Total Solution Cost (1-3)	0
Device with Factory Services – Self Provisioned		
	1) Custom Factory Imaged Device	0
	2) Asset Tagging	0
	3) Zero-touch, out-of-Box experience, initiated by the End-User, with the device automatically configured in UMS Active Directory (AD) Environment*	0
	Total Solution Cost (1-6)	0
Add additional Services / Service Bundles, as needed below. These will be considered optional services for consideration by the University.		
Service Name / Service Bundle	Service Description	Service Cost

INSTRUCTIONS FOR - Exhibit 1 (Table 4) – Staff Augmentation

Respondents will be evaluated on their ability to provide IT staff augmentation services. Respondent must demonstrate their capacity to offer competitive rates for recruits ready to staff projects of various durations. This can include technicians, help desk staff, analysts, etc. Respondent is to list the resources to be made available through the Master Agreement, including job titles, skills and rates using **Addendum C, Exhibit 1, Table 4.**

Core Service, Service Name/Service Bundle – Provide the Respondent’s Organization Name.

Job Title - List role/position title of each role/position title from your organization that would be responsible for work on the project.

Years of Experience – Minimum years of experience offered by the Respondent for individuals in this job title.

Role Description – Description of the role responsibilities.

Rates (Hourly, Weekly, Monthly, Annual) – Rates for the specific Job Title.

Exhibit 1 (Table 4) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Core Service Name/Service Bundle	Job Title	Years of Relevant Experience	Role Description	Rates			
				Hourly	Weekly	Monthly	Annual
	(example, Help Desk Analyst)	3 years	<ul style="list-style-type: none"> • provides technical assistance, support and advice for hardware, software and systems • serves as contact for level 1 support • experienced in a variety of call-tracking software and systems 				
Device with factory services							
Device with factory deployment services							
PC as a Service (PCaaS)							
Device with Factory Services – Self Provisioned							

Appendix D – Master Agreement

UNIVERSITY OF MAINE SYSTEM MASTER AGREEMENT

This Master Agreement (“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 "**Agreement or**".

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Agreement or 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

Rider B – Insurance Requirements

Rider C – University of Maine System Standards for Safeguarding Information

Rider D – Implementation Plan and Timeline

Rider E – Contractor’s Service Level Agreement to Support the University

Agreement Amendments as required

Request for Proposal #2019-040 Issue Date February 25, 2019 Titled Higher Education Managed End-User Computing Services

Contractor’s Bid in Response to Request for Proposal #2019-040 Proposal Submission Date April 4, 2019 Titled Higher Education Managed End-User Computing Services

WHEREAS, the University desires to enter into an agreement professional services including providing equipment, and the Agreement or represents itself as competent and qualified to accomplish the specific requirements of this Agreement 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. **Specifications of Work:** The Agreement or 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 Agreement or to the University. The University will identify which services will be leveraged at the initial signing of this Agreement. As the University’s needs change, the parties will execute an amendment to this Agreement to add or modify the services adopted.

The amendment 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. The University may execute more than one amendment for services to support their needs over the term of this Agreement

2. **Term:** This Agreement shall commence on **May 20, 2019** and shall terminate on **May 19, 2024**, unless terminated earlier as provided in this Agreement with option for **four (4) one (1) year renewals** upon the parties' mutual written agreement.
3. **Payment:**
 - A. Payment shall be made upon submittal of an electronic invoice to the University by the Agreement or 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.
4. **Termination:** 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 affected by delivery to the Agreement or 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 Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** 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 Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.
6. **Non-Appropriation:** 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. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this Agreement 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 Agreement or proceeds thereof.
8. **Modification:** This Agreement may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Agreement, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
- 10.
11. **Applicable Law:** This Agreement shall be governed and interpreted according to the laws of the State of Maine.
12. **Administration: Chief Information Officer** shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Agreement.

13. **Non-Discrimination:** In the execution of the Agreement , the Agreement or 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.
14. **Indemnification:** The Agreement or shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Agreement . Agreement or 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 Agreement or, its agents, employees or subcontractors, in performing its obligations under this Agreement , 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 Agreement or based on any libelous or other unlawful matter contained in such data.
15. **Agreement Validity:** In the event one or more clauses of this Agreement are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Agreement.
16. **Independent Contractor:** Agreement or is an independent Agreement or 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, Agreement or, its employees and subcontractors if any, is/are independent Agreement ors 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 Agreement or. Agreement or 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.
17. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Agreement, and all the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
18. **Entire Agreement:** This Agreement 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 Agreement is the entire agreement between the University (including University's employees and other End Users) and Agreement or. In the event that Agreement or 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 Agreement shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Agreement Contractor's website unless such terms and conditions are set forth in this Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.
19. **Licensing:** Agreement or shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Agreement. Agreement or shall provide proof of such licensure or permit to the University prior to commencing work under this Agreement.

- 20. **Record Keeping, Audit and Inspection of Records:** The Agreement or shall maintain books, records and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. 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 Agreement. 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 Agreement or pertaining to this Agreement . Such access shall include on-site audits.
- 21. **Publicity, Publication, Reproduction and use of Contractor’s Products or Materials:** 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 Agreement, 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 Agreement, 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.
- 22. **Confidentiality:** The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
- 23. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Agreement 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.
- 24. **Notices:** 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: **Agreement Administration**

To Agreement or:

<<NSTRUCTIONS – Respondent to supply information noted below for submission >>

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

25. **Invoices:** 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: [207-581-2692](tel:207-581-2692)
Fax: [207-581-2698](tel:207-581-2698)
Email: UMAP@maine.edu

26. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
- A. **Agreement Amendments** as required
 - B. **Terms and conditions of this Agreement**
 - C. **Rider A** - Specifications of Work to be Performed
 - D. **Rider A-1** – Pricing
 - E. **Rider B** – Insurance Requirements
 - F. **Rider C** – University of Maine System Standards for Safeguarding Information
 - G. **Rider D** – Implementation Plan and Timeline
 - H. **Rider E** – Contractor’s Service Level Agreement to Support the University
 - I. **Request for Proposal #2019-040** Issue Date February 25, 2019 Titled Higher Education Managed End-User Computing Services
 - J. **Contractor’s Bid in Response to Request for Proposal #2019-040** Proposal Submission Date April 4, 2019 Titled Higher Education Managed End-User Computing Services

27. **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 Agreement if they should so desire. The Agreement or agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

28. Order Fulfillment.

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

Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE AGREEMENT OR:

BY: _____

LEGAL NAME: _____

(signature)

BY: _____

(signature)

Name: _____

Name: _____

(print or type)

(print or type)

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Fax: _____

Telephone: _____

Date: _____

Fax: _____

Date: _____

Tax ID #: _____

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

Chief Financial Officer 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.

Chief Business Officer 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 Agreement or agrees to the **Specifications of Work to be Performed** as follows:

INTENT AND PURPOSE

The University of Maine System is seeking to increase the quality, timeliness, user-experience, security, and efficiency of end-user computing services through the acquisition of lifecycle managed services in addition to, and/or instead of, traditional end-user computer equipment purchases. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the Agreement terms which will govern the relationship between the University and the awarded Respondent(s).

PRODUCT SCOPE OF WORK:

The University is seeking access to cost and process-efficient end-user computing services as discussed below. Respondent is to furnish all services as required by the University at the lowest cost, highest quality and with the greatest array of value-added options available to the Education Market. The University seeks a Respondent whose core competencies include proactive review of incidents to recognize patterns and implement improvements, evaluating and making specific recommendations for Clients' IT infrastructure environments, managing an accurate, reliable, and complete inventory of IT assets, and establishing an effective quality assurance program that ensures continuous improvement in support of the academic and business needs of the University.

Your response should include but not be limited to the below services. You are encouraged to display creativity in your response by including other services that are related or that you believe would be of benefit to the University. Including value add services or options which will enhance the value of your response. Proposals shall clearly state the cost of additional offerings.

If you offer "Bundled Services" please provide those options for consideration separately. Also indicate how you handle large quantities of services for University systems.

<<The following services will be tailored based on the actual award, reflecting the services the University will engage at the initial start of the Agreement and those available for later use>>

Device with factory service: (Required)

This offering is closely in alignment with the traditional device acquisition model used by the university to date. The device would be purchased by the organization, imaged in the factory with a university-customized standard factory image, and asset tagged for entry into an ITAM tool prior to shipment. The image would be customized by university desktop engineers, vetted by the vendor, and made available both within the factory and on-premise (for reimages by university staff). The device would be deployed on-premise by a university employee and include user-data migration and customer handoff. The device would be covered by a standard manufacturers' warranty with onsite service and optional accidental damage insurance for mobile devices (laptops, tablets, etc.).

Device with factory and deployment services - deployment services: (Required)

This offering includes all features and warranties of "Device with factory services" except the vendor will provide on-premise deployment of the device to include user-data migration, software installation, training,

and asset recovery of the end-of-life device. The vendor would warranty this work for a short period of time after deployment at which time the responsibility for day-to-day support would be assumed by the university.

PC as a Service - (PCaaS):

This offering would allow the university academic and business areas to subscribe to a device as a service encompassing the full provisioning and management of the device throughout its life cycle. The service provider would be responsible for provisioning, deployment to include user-data migration, device support, and end of life activities. The service would be available as a monthly charge with the ability to select the agreement length (3 or 4 year refresh). This offering would target University areas/locations looking to “smooth” their pc refresh cycle with a monthly spend, leverage vendor on-premise capacity, and provide a commodity standards-based approach at a set recurring price point. The provider will be responsible for all device repair costs and activities except for accidental damage, which will be available for an additional monthly cost. This offering may include a discount for university self-provisioning.

Device with factory services - Self- provisioned:

This offering includes all features and warranties of “Device with factory services” except the device would be enrolled by the factory in Microsoft inTune for Autopilot. The device would be shipped directly to the end-user and the Autopilot zero-touch out-of-box experience would guide the end-user through migration of their data from their old device and place the device in the University’s Active Directory. This experience would make available the University software catalog to install requested software. This service could also be offered as PC as a Service (“subscription”).

<<Other services or bundled services offered by Respondent and accepted by the University>>

Additional Scope: The Agreement or shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing agreement. The Agreement or, 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

- 1. Employees:** The Agreement or 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 Agreement Administrator notifies the Agreement or in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Agreement without the prior written consent of the Agreement Administrator.
- 2. Business and Performance Reviews:** Recognizing that successful performance of this Agreement is dependent on favorable response, the Agreement or shall meet at least quarterly with the Agreement 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. Agreement or 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 Agreement . All reports shall be

sent via e-mail in the required format to the Agreement administrator.

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

4. **Campus Visits:** The Agreement or agrees to maintain good relations with the University. The Agreement or shall make campus visits “as needed” on three days’ notice. The Agreement or 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 Agreement or 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 Agreement or shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
6. **Delivery of Purchases:** The Agreement or 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 Agreement or shall notify the University within two (2) working days after receipt of an order if the Agreement or is unable to meet this requirement. Failure of the Agreement or to adhere to delivery schedules, as specified, or to promptly replace rejected computers shall render the Agreement or liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the University’s administrative costs.
7. **Product Substitution:** The Agreement or 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 Agreement or is matching another nominally identical unit procured under this Agreement . 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 Agreement Administrator. The addition of new, emerging units and configurations is at the sole discretion of the University’s Agreement Administrator, subject only to review and approval of the Agreement 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 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 (including purchases made for resale through campus computer stores) or the invoice date, whichever is later. Agreement or 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 Agreement or must provide a “total satisfaction” return policy. The Agreement or 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 Agreement or shall be responsible for replacing, at no cost to the University, any damaged item received under this Agreement within fourteen (14) calendar

days from notification by the University. This includes all shipping costs for returning non-functional items to the Agreement or 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 Agreement, where additional hardware and/or software may be required each quarter, the Agreement or 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 Agreement or 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 Agreement or must supply 30-day, no charge evaluation equipment to any location of the University. In addition, Agreement or will maintain a program to provide demonstration/display equipment for the campus.
15. **Commitment:** The Agreement or shall be willing to make four basic commitments to insure the overall success of the Agreement : 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 Agreement, the Agreement or will match the pricing under the University's Agreement ; 3) the Agreement or will aggressively market its products to users of this Agreement and the sales force will be trained, engaged and committed to making this a successful Agreement ; and 4) the Agreement or is committed to working on and resolving hardware/software problems when they are identified.
16. **Recycle Allowance:** The Agreement or shall accept recycle of old computer hardware or peripherals on new acquisitions of computer hardware or peripherals.
17. **Battery Life:** Agreement or shall provide options for mobile devices with eight (8) hour battery life as part of its product offering.
18. **Disabling Mobile Devices:** Agreement or 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 Agreement 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 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:** Agreement or shall be responsible for providing or making available Material Safety Data Sheets (MSDS) to the appropriate user(s).
21. **FCC Certification:** The Agreement or agrees that Equipment supplied by the Agreement or meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.
22. **Accessibility:** If the solution, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Agreement or hereby warrants that the products and/or services to be provided under this agreement comply with the W3C's Web Content Accessibility

Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.1 for web content

The Agreement or agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and Agreement or further agrees to indemnify and hold harmless the University of Maine System 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 Contractor's products or services covered by this agreement to ensure compliance with the above standards.

Complaints, or testing, that results in findings of non-compliance, that are not corrected within 30 days of being reported to the Agreement or in writing, shall constitute a breach of this agreement and shall be grounds for termination of this agreement and a pro-rated refund of fees paid by the University.

23. **Standards for Safeguarding Information:** The Agreement or is expected to comply with these standards as outlined in ***Rider C - University of Maine System Standards for Safeguarding Information***. Should the Agreement or 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 Agreement or is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in ***Rider D – Implementation Plan and Timeline***, of this Agreement.
25. **Service Level Agreement:** The Agreement or is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***Rider E – 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 Agreement or agrees to indemnify 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 Agreement or 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 Agreement or.

**RIDER A-1
PRICING**

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

RIDER B INSURANCE REQUIREMENTS

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

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
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	Cyber Liability Insurance (If PII or PHI is stored on systems managed by the provider, the coverage is mandatory.)	\$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.

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, Agreement, 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 Agreement obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Agreement or 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 Agreement or 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 Agreement or; Agreement or 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 Agreement or; Agreement or shall protect such data in accordance with HIPAA and Agreement or shall sign and adhere to a Business Associate Agreement.
 - D. If Agreement or engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Agreement or; Agreement or 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 Agreement or; Agreement or shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Agreement or agrees to hold all information in strict confidence. Agreement or shall not use or disclose information received from, or created or received by, Agreement or 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. Return or Destruction of Compliant or Business Sensitive Information:
 - 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 Agreement or determines that returning or destroying any such information is infeasible, Agreement or 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, Agreement or 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 Agreement or maintains such information.
- C. Agreement or 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
5. 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. Agreement or shall control access to University data: All Agreement or employees shall be adequately screened, commensurate with the sensitivity of their jobs. Agreement or agrees to limit employee access to data on a need-to-know basis. Agreement or shall impose a disciplinary process for employees not following privacy procedures. Agreement or shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Agreement or.
7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Agreement or shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Agreement or shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Agreement or 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. Agreement or shall make the report to the University not more than one (1) business day after Agreement or 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 Agreement or has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Agreement or has taken or shall take to prevent future similar unauthorized use or disclosure. Agreement or shall provide such other information, including a written report, as reasonably requested by the University. Agreement or shall keep University informed on the progress of each step of the incident response. Agreement or 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 Agreement or of any University Compliant Data or Business Sensitive Information.

Agreement or shall mitigate, to the extent practicable, any harmful effect that is known to Agreement or of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Agreement or 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 Agreement or 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 Agreement or 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. Survival: The respective rights and obligations of Agreement or under Section 12 of the Rider C shall survive the termination of this Agreement.

12. Agreement or Hosted Data: If Agreement or hosts University Compliant Data or Business Sensitive Data, in or on Agreement or 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. Agreement or shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Agreement or shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
- C. Agreement or 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. Agreement or shall test restore procedures not less than once per year.
- D. Agreement or shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- E. Agreement or 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. Agreement or 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. Agreement or 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. If the Agreement or provides system development, 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. Agreement or shall provide documentation of a risk assessment of new system development or changes to a system.

**RIDER D
IMPLEMENTATION PLAN AND TIMELINE**

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

**RIDER E
CONTRACTOR'S SERVICE LEVEL AGREEMENT TO SUPPORT THE UNIVERSITY**

<<INSTRUCTIONS – Bidders will insert their Service Level Agreement (SLA) here as part of their submission. >>

Appendix E – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the “Agreed” box and initialing.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.

1.1 Terms and Conditions of Agreement

As a result, of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor’s proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Agreement or will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

No representation is made that any quantities will be purchased or that services will be utilized.

Agreed _____
Initial

1.2 Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.

Appendix D - 2. Term

The Agreement term will be for five (5) years with the option of four (4) one-year renewals. Exercise of any renewal option will require parties’ mutual written agreement.

Agreed _____
Initial

1.3 Agree to termination language other than what is provided in Appendix D, Section 4, 5, and 6.

Appendix D - 4. Termination: 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 affected by delivery to the Agreement or 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 Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.

Agreed _____
Initial

Appendix D - 5. Obligations Upon Termination: 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 Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.

Agreed _____
Initial

Appendix D - 6. Non-Appropriation: 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.

Agreed _____
Initial

1.4 Permit an entity to change unilaterally any term or condition once the Agreement is signed;

Appendix D - 8. Modification:

This Agreement may be modified or amended only in a writing signed by both parties.

Agreed _____
Initial

1.5 Apply the law of a state other than Maine;

Appendix D - 10. Applicable Law:

This Agreement shall be governed and interpreted according to the laws of the State of Maine

Agreed _____
Initial

1.6 Provide any defense, hold harmless or indemnity;

Appendix D - 13. Indemnification

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

Agreed _____
Initial

1.7 Waive any statutory or constitutional immunity;

Agreed _____
Initial

1.8 Pay attorneys' fees, costs, expenses or liquidated damages;

Agreed _____
Initial

1.9 Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement .

Appendix D - 17. Entire Agreement:

This Agreement 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 Agreement is the entire agreement between the University (including University's employees and other End Users) and Agreement or. In the event that Agreement or 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 Agreement 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 Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.

Agreed _____
Initial

1.10 Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;

Appendix D - 21. Confidentiality:

The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

Agreed _____
Initial

1.11 Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.

Agreed _____
Initial

1.12 Add any entity as an additional insured to UMS policies of insurance.

Agreed _____
Initial

Appendix F – 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.

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	

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	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact email Address	
Relationship Length	

Appendix G – Evaluation Question(s) - Organization, Organization and Management Capacity, Organization Resources and Staffing Flexibility, Staff Augmentation, Shared Governance Model, SubContractors, Financial Stability

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.

Evaluation Question(s)

Respondents shall be evaluated on their qualifications in providing enterprise-wide solutions. Experience with multi-site campuses or a similar public institution is highly desirable. Proposal responses must provide clear and complete descriptions of Respondent's abilities in the areas outlined below.

1. Organization

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?

Please provide information about Agreement cancellations or non-renewals your company has experienced over the last three years.

2. Organization and Management Capacity

Respondents must demonstrate technical ability as well as management and staff capacity to provide enhanced levels of service to University as needed. Respondents will be evaluated on overall organizational capability, including the management team and key personnel dedicated to the resulting Agreement.

Demonstration of this capacity shall be provided in proposal response as follows:

- List the management team, their qualifications, and identify their placement in the company in the form of an organization chart.
- Provide evidence that each member of the management team has at least five years' experience providing managed integration services and has been an employee of the company for a minimum of 2 years.
- Detail specific experience held by management team members in the education sector.

3. Organization Resources & Staffing Flexibility

Respondents will be evaluated on the ability to employ the required optimal organizational resources to support the University by geographical location.

In addition, the Respondent will be required to increase or reduce organization resources quickly and seamlessly as the needs of University change. Respondents shall be evaluated on their recruitment methodology and track record for providing staffing flexibility.

Demonstration of this capacity shall be provided in proposal response as follows:

- Provide the geographic range and number of resources that will be made available to the University to deliver the services outlined in this section.

- Articulate the methodology for providing staffing flexibility and provide previous examples of this practice.

4. Staff Augmentation

Respondents will be evaluated on their ability to provide IT staff augmentation services. Respondent must demonstrate their capacity to offer competitive rates for recruits ready to staff projects of various durations. This can include technicians, help desk staff, analysts, etc. Respondent is to list the resources to be made available through the Master Agreement, including job titles, skills and rates using **Addendum C, Exhibit 1, Table 4**.

5. Methodology For Working In A Shared Governance Model

Respondent must be capable of working in partnership with a diverse range of departments as deemed necessary. Respondents will be evaluated on the ability to work in a shared governance model that in some instances may include various levels of IT staff (CIOs, networking and telecommunication directors, network engineers), finance and purchasing directors, third-party consultants, etc.

Demonstration of this capacity shall be provided in proposal response as follows:

- Describe a project that required collaboration with internal/external groups to perform a specific statement of work.
- Illustrate the value of assisting the evaluation of new technologies in a shared governance model.
- Provide an example of a successful approach in developing standards in a collaborative environment.

6. Subcontractors

If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

7. 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 H – Evaluation Question(s) – Project Governance Mgmt Services, Support / Maintenance / Upgrades, Product Acquisition and Provisioning, and Supplier Catalog

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) – Project Governance Management Services

1. Respondents will be evaluated on their ability to provide project governance and management support of the overall program as well as individual projects. Respondents must be capable of providing quality control methodologies including recommending policies, standards, benchmarks, and best practices.

To substantiate this requirement, Respondents must provide the following in proposal response:

- Describe project management philosophies and methodologies used to perform project management functions, including:
 - hardware and software deployments (in single and multi-location environments)
 - evaluation of new IT infrastructure
 - transition planning from imaging to delivery
 - order processing
 - manufacturer management
- Provide examples of project status reports to demonstrate how project activity is monitored and communicated.
- Provide sample resource utilization reports to demonstrate how dedicated program resources are forecasted, monitored and communicated.

Evaluation Question(s) – Support / Maintenance / Upgrades

1. Respondents shall be evaluated on their ability to provide support, maintenance and upgrades to support the functions described in this RFP. This includes resources and experience at managing service level agreements, providing warranty and non-warranty maintenance, and repair services. Please demonstrate your capability to offer additional services as to those offered directly by manufacturers, such as creative maintenance options, automatic equipment refresh cycles, etc.

Evaluation Question(s) – Product Acquisition and Provisioning

1. As the University decides on specific equipment and software manufacturers to partner with, Respondent will be expected to have the ability to address their acquisition needs through access to technology distribution centers and products from top industry manufacturers. Please demonstrate your capacity to provide a wide range of solutions (i.e., laptops, desktops, servers, peripherals, etc.).
 - Describe any existing relationship with manufacturers (including partnership levels) that would provide value to the University.
 - Respondent must be an authorized reseller and certified service agent for all manufacturers offered in their response. The University is interested in a partner that has such relationships

with multiple manufacturers to allow the greater flexibility for the University. Please provide detail on your relationships with the manufacturers you are partnered with.

Evaluation Question(s) – Supplier Catalog

1. The University utilizes Jaggaer Indirect for its Catalog Solution, the Respondent will be required to use this solution. Please provide a response which includes the customer name, contact name where you currently interface with their Jaggaer Indirect solution. A demo copy or test site shall be provided for purposes of evaluation.

Appendix I – Evaluation Question(s) – Service Level, Support Implementation, Training, and Reporting

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) – Service Level

1. The University is extremely reliant on the requested services and will depend on Respondent to deliver services in a timely manner. Prompt delivery is an evaluation criterion for award of the agreement. It is essential for Respondent to indicate their capabilities to deliver as needed and their willingness to work with the University to assure their requirements are met. Proposals must indicate the following:
 - Method for receiving, logging and dispatching service requests.
 - Process for responding to a service request and communicating updates to appropriate parties.
 - Criteria and explanation for escalation of service requests. Include a formal escalation chart showing escalation paths within the program team, as well as escalation points to corporate management.
2. The University will require periodic business review meetings with the Respondent to review service levels. Respondent shall be responsible for providing all detailed data, reports, and other relevant information used to develop the service levels reported for each reporting period and for providing their analysis of their performance against the service level requirements. Please provide examples of similar reports provided to your customers.
3. 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? What is the ongoing relationship between the account manager, support, and the product developers?
4. Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) requirement, if applicable. 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 subscription fee credits as a result of the lapse?
5. What level of support should the UMS be expected to provide to ensure success in the use of your service? What is the standard support model, and what is the estimated effort involved for the UMS? Include your thoughts on the UMS responsibilities related to installation, problem investigation, software management (if not fully SaaS), and administration of the service.
6. Please discuss your ability to measure, track and report ongoing service delivery quality as expressed by metrics such as, but not limited to:

(Applies to all hardware, software and services bid)

 - a. Response time for normal priority incidents/requests such as product availability, order status, custom pricing, order problems, correction of catalog error, etc.

- b. Response time for urgent priority inquiries
 - c. Order to Delivery Time
 - i. Standard config
 - ii. Custom config
 - d. Online catalog, ordering and order status system availability
 - e. Order history (on-demand online)
 - f. Order history (excel export)
 - g. Order Confirmation email time (with target ship date)
 - h. Notification during ordering if an optional change will affect shipping date
 - i. Quote and ability to ship a custom configuration.
 - j. Replacement in catalog of retiring equipment meeting each standard University configuration.
 - k. Posting to the ordering system custom configuration changes and accessories for each standard configuration.
 - l. Pre-delivery custom imaging
 - m. Equipment setup at University location when purchasing onsite setup.
 - n. Equipment disposal including data wipe
 - o. End user phone support for hardware issues.
7. Describe your service team, contact methods, etc.

Evaluation Question(s) – Support

- 1. Supply your firm’s mission statement or policy regarding customer satisfaction and support.
- 2. Explain what type of documentation, or help system, is included with this solution. Describe all documentation available online to IT support staff.
- 3. Describe your incident, request and problem management processes. Describe these processes in terms of how the client submits a request, such as thru a service desk or website, and how you respond, thru resolution. What is the standard wait time for an initial response? Provide an example.

Evaluation Question(s) – Implementation Questions

- 1. Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant’s credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
- 2. Describe the steps your firm will take to understand the business model and functional needs of the client and ensure that during the configuration and implementation process the product will be applied for optimal performance and satisfaction.

Evaluation Question(s) – Training Questions

- 1. Describe the standard training included as part of implementation.
- 2. Describe ongoing training options available for functional and technical users.

Evaluation Question(s) – Reporting

1. Respondent is expected to provide monthly detailed cost reports for the University to use for budgeting and reconciliation. Monthly progress reports for all activities are to be provided for technical review. Please provide examples of similar reports provided to your customers.
2. Does the system offer a set of delivered reports?
 - a. Please describe, specifically identifying the most commonly used reports
 - b. Provide examples/screen shots of delivered reports of various types.
 - c. Are the delivered reports customizable?
 - d. Are delivered reports customizable by end users or only IT users? What skills are needed to modify reports?
3. Describe any dashboards the system may offer.
 - a. Describe and provide screenshots of this solution's BI visualization tool capabilities.
 - b. Describe, or provide examples/screen shots of, options for dashboard content.
 - c. Are they customizable, and if so, in what ways?
 - d. Can different users set up different dashboard content?

Evaluation Question(s) - Multi-Institution Capabilities

The University of Maine System consists of seven unique institutions throughout the state. Given the nature of our multi-institution structure:

1. Explain in detail the operational options available to us in your solution, including what can be done, what cannot be done, methods, alternatives, business impacts, and pricing/licensing impacts, related to multi-institution use.

Appendix J – Evaluation - Accessibility Requirements (Updated 8/14/2018)

Respondent's Organization Name: _____

The University is required by policy and law to procure Information Technology products, services and materials, such as software, hardware, web services, media assets, etc., that provide substantially equivalent opportunity, access and ease of use to persons with disabilities.

Evaluation Question(s) - Accessibility Standards Compliance

1. If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages, web site, video or audio playback, file upload, mobile device apps, etc., or produces electronic materials such as documents, PDFs, etc., Respondents will submit as part of their bid either, or both, of the following assessments covering all Information Technology-related products, services or components that users, managers, installers, system administrators, etc., are expected to interact with:
 - a. Current and accurate "Voluntary Product Accessibility Template v2.x", or VPAT v2.x, (see <http://www.itic.org/public-policy/accessibility>), to document products and/or services' conformance and deviations from Section 508 of the Rehabilitation Act of 1973.

and/or
 - b. Detailed description of the accessibility features in the bid products and/or services that shows and explains compliance with and deviations from the guidelines of the "[Web Content Accessibility Guidelines \(WCAG\) 2.0 Level AA](#)" and "[Web ARIA 1.1](#)" published by www.w3.org.

Evaluation Question(s) - Accessibility Practices

1. If the solution includes any training materials or activities that include any electronic materials or delivery platforms, how do you ensure that such materials and platforms meet disability accessibility requirements, such as Section 508 or WCAG2.0?
2. How do you ensure that your customer support phone lines, help system, customer portal, knowledge base, end-user ticket system, etc., meet disability accessibility requirements, such as Section 508 or WCAG2.0?
3. How do you ensure that software/application changes, patches, new features, etc., do not introduce new disability accessibility errors/issues?
4. How do you ensure that all mobile device interfaces to your solution comply with disability accessibility requirements such as Section 508 and/or WCAG2.0.
5. How do you ensure that emails and attachments sent by the software/applications, or by your staff, to University staff, faculty and/or or students, comply with disability accessibility requirements, such as Section 508 or WCAG2.0?
6. How do you ensure that all reports produced by the software/application meet disability accessibility requirements, such as Section 508 and/or WCAG2.0, and that any PDF-formatted reports also meet these requirements?

Appendix K – Evaluation Question(s) – Information Security (Updated 8/14/2018)

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 costs, products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – Technical Security Evaluation

1. Is any of your solution cloud-based, Software as a Service (SaaS) or hosted on any system that is not operated by the University of Maine System or is any sensitive data transmitted, stored, or processed by the bidder or a Agreement or of the bidder?

If the answer to Question 1 is yes, fill out the attached Educause-created Higher Education Cloud Vendor Assessment Tool - Lightweight version ([HECVAT-Lite](#)) spreadsheet. If the bidder has a previously completed full version of this tool ([HECVAT](#)), it can be submitted in lieu of the "lite" version.

When addressing HLAA-01 regarding password complexity the institution's password complexity is as follows: *At least eight characters length, contain at least one upper and one lowercase alphabetic characters, contain at least one numeric or special character, be changed at least annually and not be reused for at least 2 years.*

Supplementary information that helps address the questions or describes the information security program and controls (such as a diagram for question HLAP-05) is welcome but is not to be substituted for answering the questions.

2. Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act (HIPAA)?

If the answer to Question 2 is yes, provide us with your latest HIPAA audit results. You will also be required to sign a business associate agreement.

3. Does your solution involve processing credit or debit card payment transactions?

If the answer to Question 3 is yes, provide your latest attestation of compliance (AoC) or Report on Compliance (RoC) and answer the questions below:

- a. Describe all the payment methods you would support (i.e. card-present, card-not-present, and e-commerce transactions as applicable).
- b. Do you intend on processing transactions using your merchant account or the University's merchant account?
- c. What processors are involved in transactions and do you support payments involving Touchnet?
- d. Comment on the level of compliance self-assessment (e.g. SAQ A, B, P2PE-HW, SAQ D) would the University likely be required to meet with your proposed solution? We understand any final determination of self-assessment is determined between the University and our QSA.

4. Is your company a consulting firm providing only consultation to the Institution?

If the answer to Question 4 is yes, answer the following questions:

- a. Will the consulting take place on-premises or remotely?
- b. Will the consultant require access to institution network resources?
- c. Will the consultant require access to hardware in the university data centers?
- d. Will the consultant require an account within the institution's domain (@.edu)?

- e. Has the consultant received training on sensitive data handling?
 - f. Will any data be transferred to the consultant's possession?
 - g. How long will it remain in their possession?
 - h. It is encrypted (at rest) while in the consultant's possession?
 - i. Will the consultant need remote access to the institution's network or systems?
 - j. What software will be used to facilitate that access?
 - k. Can we restrict that access based on source IP address?
5. Do you require Social Security Numbers to be used in your system?

If the answer to question 5 is yes, please explain the purpose of using this high-risk data element.

6. Include a statement that notes your acceptance to the conditions stated in **University of Maine System, Master Agreement, Rider C. Standards for Safeguarding Information**, as part of the agreement.

Appendix L – Evaluation Question(s) - Information Technology (Updated 8/14/2018)

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 costs, products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) - General Technical

1. Please describe your offering as a Service (SaaS)/hosted, and/or University onsite deployment environments.
 - a. If onsite, detail the hardware, core product software, storage, and database requirements of each environment.
 - i. Define server requirements and provide specifications (including recommended operating systems, web server software, etc.)
 - ii. Define the minimum desktop workstation hardware and software requirements mandated by the proposed solution.
 - iii. Describe details of network communications required between the web server, app server, database server, and any other required servers.
 - b. If SaaS/hosted, list normal scheduled downtime frequency, standard day/time slots, etc.
2. Describe practices and policies related to data stored by this solution.
 - a. Clarify the data ownership rights and responsibilities of the parties and provisions for the University obtaining the data as needed even if the Agreement is terminated.
 - b. Indicate types of data stored especially if any data is protected (HIPAA, FERPA, etc.).
 - c. Indicate how long data is stored or archived.
 - d. Describe the technology, practices and policies you have in place that would protect the UMS data from unauthorized access and use.
3. If your solution is SaaS/hosted, provide a description of your business continuity management practice.
 - a. If the software is deployed in multiple sites (data centers), how often is data synchronized between the data centers?
 - b. Describe your strategies for minimizing downtime in the event of a catastrophic failure of the hosting environment(s) or components.
 - i. Would the UMS experience any loss of data as a result of downtime, system problems or catastrophic failure? If so, describe the situations that could result in loss of UMS data.
 - ii. How much downtime should we expect for a catastrophic failure?
4. Provide a description of your change management practice for all hardware and software components.
 - a. How often is the software updated and releases made available?
 - b. How are we notified?
 - c. Are updates and upgrades opt-in or mandatory?
 - d. What provisions do you have for managing customization requested by the UMS?
 - e. How are the updates accomplished?
 - f. How do you ensure that the system functionality is sufficiently tested before changes go into production?
 - g. What are the UMS options, roles and responsibilities for reviewing and approving changes?

5. Do you plan to offer a solution to integrate with an Identity Management System?
 - a. If so, describe how you deliver this solution.
 - b. Does your solution offer capabilities to use CAS or Shibboleth for Single Sign-On (SSO)? If not, then what do you offer?
 - c. Describe your SSO implementation requirements.
 - d. Do you deliver an API that would allow for the remote management of user authorization data? If so, describe how you deliver this solution.

Evaluation Question(s) – Technology Implementation Questions

1. Please provide a roadmap of your hardware/software solutions that reflects their present states as well as future states for at least the next 18 months.

Technical Interface Data Exchange Requirements

The following provides the interface data exchange requirements for the Respondent's solution.

1. Transfer of data will ONLY be accomplished using secure methods such as, but not limited to HTTPS, SCP, SFTP. Proposers must provide secure file transfer solutions and may recommend alternative processes if they would be beneficial to the UMS. Any alternatives must be described in detail and are subject to the UMS's approval. For all proposed methods of transmission, the Proposers must provide the technical requirements for establishing each method and processing transactions, a detailed description of security and authorization processes and requirements, including forms, delegation options, encryption or authentication requirements, and devices or digital certificates, alternatives available if a standard transmission method should fail, and disclose any software limitations on file sizes or numbers of records in a batch.
2. UMS prefers that whenever possible data is encrypted via PGP/GPG at rest and only decrypted when needed during processing.
3. All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Respondents MUST indicate if system modification, additional products or Respondent's, costs or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – Technical Interface Data Exchange

1. Please indicate your acceptance and compliance with the high-level Interface Data Exchange Requirements outlined above, including your understanding that the Interface Data Exchange may require additional requirements definition and that your proposed solution considers this task and the resulting work in-scope. Indicate any areas of noncompliance or other concerns with these requirements.
2. Although not a requirement of this proposed solution, is there an existing interface with PeopleSoft, or would a custom interface need to be developed?