

REQUEST FOR PROPOSAL #2019-040
Higher Education Managed End-User Computing Services and Equipment
RESPONSE ADDENDUM #02
March 15, 2019

QUESTIONS

1. Who are the “other End Users” referred to in subsection c of Section 1.2.1.3?

ANSWER: University staff, faculty and anyone assigned a device working on behalf of the University or individuals using designated devices in labs and classrooms, etc.

2. Can Respondent propose additional Riders for the resulting Agreement that set forth the license agreement/EULA applicable to Respondent’s Software, the specifics of Respondent’s return policy or specific warranties for certain products?

ANSWER:

RFP Section 1.2.1.3 states that “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.*

If you need additional software specific clauses please outline them in response to Appendix D and E.

3. Will University agree to separately execute applicable license agreements for software including application software and system software that is either sold separately or included/pre-loaded on the hardware product?

ANSWER: Refer to answer in question 2.

4. Who are the “other University Institutions”?

ANSWER:

Section 1.2.6 of the RFP states that “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.”

Refer to Section 1.1.2 for campus details.

Refer to Appendix D, Section 27, example detailed there is University College a division of University of Maine at Augusta.

5. Are “other University Institutions” affiliates of University of Maine or part of the University of Maine System?

ANSWER: *Refer to answer in Question 4*

6. Are these additional “University” institutions, all facilities utilized by an institutions including those managed and/or owned by a third party, and additional entities all “affiliates” of the University that are under common control?

ANSWER: *Refer to answer in Question 4*

7. Are these “additional” institutions, facilities and additional entities all part of the University of Maine System?

ANSWER: *Refer to answer in Question 4*

8. Are any of these institutions, facilities or entities outside the University of Maine system?

ANSWER: *Refer to Appendix D, Section 27, example detailed there is University College a division of University of Maine at Augusta. The Community College System and Maine Maritime Academy are separate systems that we extend pricing to as part of the public procurement process. If they should want to use the contract these entities would create an individual contract with the Contractor to outline the specifics of their needs leveraging the terms and conditions agreed to in the resulting Agreement.*

9. Are all of these institutions, facilities or entities higher education public sector entities?

ANSWER: *Yes*

10. Is Community College System or Maine Maritime Academy affiliated with the University of Maine?

ANSWER: *The Community College System and Maine Maritime Academy are separate systems that we extend pricing to as part of the public procurement process. If these institutions should wish to participate they would leverage our public procurement process. Vendors participating in this option are required to extend products, services, pricing and contract terms and conditions awarded to the institution. This is very similar process as consortium roles play like E&I for example.*

§ 27 of Master Agreement (Appendix D) also states that “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 Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.”

11. Is University of Maine going to guarantee payment and compliance with the terms and conditions of the Contractor/University of Maine contract to Contractor for orders placed by Community College System and Maine Maritime Academy?

ANSWER: *No the University of Maine System is not guaranteeing payment or compliance. Refer to Appendix D, Section 27, the Community College System and Maine Maritime Academy are separate institutions which we extend pricing to as part of the public procurement process. Government or public institutions are obligated to adhere to a significant body of law designed to ensure that 1) taxpayer money is spent wisely, 2) contracts are not awarded for less-than-legitimate reasons, and 3) all businesses are provided with a fair opportunity to make their case for the contract in question. Our process extends products, services, pricing and contract terms and conditions awarded to other*

public entities, such as, Community College System and Maine Maritime Academy. If these institutions should wish to participate they would leverage our public procurement process. Vendors participating in this option are required to extend products, services, pricing and contract terms and conditions awarded to the institution. This is very similar process as consortium roles play like E&I for example.

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12. Is Community College System or Maine Maritime Academy affiliated with the University of Maine?
ANSWER: Only that they are public institutions within the State of Maine

13. This section refers to a "response limit." Please clarify the limit(s) applicable to this response other than the file size instructions noted in Section 1.3.8.
ANSWER:

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.

14. Should Respondent complete the pricing tables in both Appendix C and the Cost Template (Excel file), or only in the Excel file?
ANSWER: Please complete the excel file which represents Appendix C – Required Cost Evaluation Exhibits.
15. The Cost Template downloaded from the procurement page has only Tables 1-3 and not Table 4. Is Table 4 required in Excel format?
ANSWER: Yes Table 4 is required in Excel Format see revised document
16. When responding to these appendices, may Respondent provide its responses in a separate document that includes the content of the appendices in the same order and includes Respondent's response after each section? If not, where should Respondent include the requested information/responses, since there is not room on the appendices to add it?
ANSWER: Please follow the instructions in Section 3.2, we require you use the format provided this does not mean you need to update the RFP document to provide your answers. The format provides the order and section headings, etc.
17. Are these questions related to service reports or purchasing / order reports?
ANSWER: Both

18. Does the University intend on having more than one hardware manufacturer supported by these services?

ANSWER: As a reminder this RFP is NOT focused on a manufacturer brand of equipment, the focus is on the services outlined in RFP Section 1.1.4. You have been provided Business Class Model specifications which do not specify manufacturer in Appendix C, we will use this information to evaluate pricing of equipment in Exhibit 1 Table 1.

See Section 1.1.3 Purpose Statement – *“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.”*

See Section 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.’*

See Section 2.2 regarding guidelines an intention of award.