

REQUEST FOR PROPOSAL
for
Computer Equipment for Remote Worker Program

Date: March 7, 2022

Bid Due: March 28, 2022 at 12:00 P.M.

Send bids to:

Joshua Howe
Deputy Executive Director of Workforce Development and Remote Work for ME
JHowe@mccs.me.edu

Send Inquiries to:

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Deputy Executive Director of Workforce Development and Remote Work for ME
JHowe@mccs.me.edu

1.0 GENERAL INFORMATION

1.1 Purpose: Maine Community College System is seeking bids for 80 new 17" display laptops, 80 20-24" monitors, 80 extended warrantee /support, 80 keyboard and mouse combinations and 80 3-6'HDMI cables to be used in the Remote Worker Program. The requirements are listed on page 4.

This Request for Proposal (RFP) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the System intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: Maine Community College System will hereinafter be referred to as the "System". Respondents to the RFP shall be referred to as "Bidders". The Bidder to whom the contract is awarded shall be referred to as the "Contractor".

1.3 Scope: The selected Bidder will supply the equipment to MCCS as outlined in this Request for Bid. The quantities and descriptions start on page four.

1.4 Evaluation: Award will be made to the low Bidder(s) provided that all other requirements (see Scope 2.0) are satisfactorily met. However, consideration will be given to the Bidder's qualifications, references and capabilities to provide the specified service. During the evaluation process, MCCS reserves the right where it may serve the System's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions.

1.5 Communication with the System: It is the responsibility of the Bidder to inquire about any requirement of the RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the

RFP. The System will not be bound by oral responses to inquiries or written responses other than addenda.

1.6 Award: The System reserves the right to conduct any tests it may deem advisable and to make all evaluations. The System reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the System. The System reserves the right to waive minor irregularities. Scholarships, donations or gifts to the System will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are either both in-state or both out-of-state, the award will be made to the bid that arrives first in Maine Community College System's Office.

1.7 Award Protest: Bidders may appeal the award decision by submitting written protest to Maine Community College System's Chief Financial Officer within five (5) business days of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

1.8 Costs of Preparation: Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

1.9 Debarment: Submission of a signed bid in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the System will be notified of any change in this status.

1.10 Bid Understanding: By submitting a bid, the Bidder agrees and assures that the specifications are adequate and the Bidder accept the terms and conditions herein, see Section 6. Notices to Bidders. Any exceptions should be noted in your response.

1.11 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Maine Community College System's Chief Financial Officer. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the System. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protest shall include the reason for the protest and any proposed changes to the specifications. Protest should be delivered to the Chief Financial Officer, 323 State Street, Augusta, ME 04330 in sealed envelopes, clearly marked as: Laptop Computers for Remote Worker Program RFP.

1.12 Bid Validity: Unless specified otherwise, all bids shall be valid for 90 days from the due date of the bid.

1.13 Errors: Bids may be withdrawn or amended by Bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low

Bidder, the Bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.14 Submission: The vendor may provide electronic copies of their proposal by emailing it to jhowe@mccs.me.edu with "Laptop Computers for Remote Worker Program RFP" in the subject line. Alternatively, a signed original plus one (1) copy of the bid may be sent to the Harold Alfond Center for the Advancement of Maine's Workforce Att: Joshua Howe at Maine Community College System, 323 State St, Augusta, ME 04330 in a sealed envelope by 12:00 p.m. local time by March 28, 2022. Envelope should be marked "Laptop Computers for Remote Worker Program RFP". Bidders are strongly encouraged to submit bids in advance of the due date to avoid the possibility of missing the 12:00 p.m. deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The System assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. Bids must be dated and time stamped by the System on time to be considered. Bids received after the due date and time will not be considered. Additional time will not be granted to any single bidder; however, additional time may be granted to all vendors when the System determines that circumstances require it. **Faxed bids will not be accepted.**

1.15 Tax Exempt: The System is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and subcontractor shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The System is exempt from the payment of Maine State Sales and Uses taxes.

1.16 Bid Acceptance/Rejection: MCCS reserves the right, in its sole and absolute discretion to accept or reject, in whole or in part, any or all proposals with or without cause. MCCS further reserves the right to waive any irregularity or informality in this RFB process or any proposal, and the right to award the Contract to other than the lowest bidder. MCCS reserves the right to request additional information from any or all Bidders. MCCS reserves the right to negotiate with one or more Bidders concerning their proposals.

2.0 SCOPE

2.1 Maine Community College System is accepting bids for 80 new laptops with approximately 17" size non-touchscreen display screens, plus monitors, keyboard/mouse combination and HDMI cables. The equipment will be used in the Remote worker program at the college. See Table 1 below for specifications.

The specifications for the proposed laptops listing details such as, but not limited to the type and capabilities of the memory, graphics card, hard drive, the speed of USB ports, etc., must be provided in the quote.

Please list warranty and support as a separate line item. Warranty must be provided by the manufacturer; third party warranty is not acceptable. Warranty must be transferrable to learner and not assigned to MCCS or the Harold Alfond Center.

Initial order of 20 of each item will be required to be delivered within 2 weeks of award of the contract. If order is not able to be met on requested timeline, proposal must specify a timeline for the delivery of the equipment.

Table 1

Qty	Description
80	17" (approximate size) FHD, 1920 x 1080 Non-Touchscreen laptops with power cord
	Minimum CPU Intel Core i5-10750H (6 Core, 12MB Cache, 2.6 GHz to 5.00 GHz)
	Minimum 16GB Memory
	Minimum 512GB Class 40 Solid State Drive
	Operating System – prefer Windows 11 Home Edition (Professional version of Operating System not required)
	Wi-Fi 6 2x2 (Gig+) and Bluetooth 5.1
	RJ-45 connection
	Minimum 2 USB 3.2 Gen 1 ports
	6 Cell Battery
	Integrated 1080p camera
80	3-year warranty with onsite service after remote diagnosis
80	20-24" computer monitors
	HDMI connection
	Power cable
80	Keyboard and mouse (combination or individually)
80	3-6' HDMI cables (if not provided with monitor)

3.0 SELECTION CRITERIA

Preference will be given based on price, desired criteria/options and aesthetics.

4.0 VENDOR BACKGROUND

1. List your company's legal name, address and telephone number.

Enter text here

2. How long has your company been in business?

Enter text here

3. Indicate whether your company is the manufacturer or the distributor of the proposed equipment. If you are a distributor, describe the terms of your agreement with the manufacturer and the manufacturer's level of support.

Enter text here

5.0 RFP SCHEDULE

RFP Schedule	Date
RFP issued	March 7, 2022
Deadline for Questions	March 14, 2022
Response to Questions	March 16, 2022
Bids due	March 28, 2022 12:00 PM
Winner selected and notified	March 31, 2022 By End of Business Day

5.1. Please submit questions by email to jhowe@mccs.me.edu. Questions will not be accepted by telephone. MCCS will make every effort to answer questions submitted by bidders to the best of our ability by the due date. We strongly encourage bidders to submit questions as early in the RFP process as possible.

5.2 Depending on the responses to the RFP, MCCS will make every effort to select and notify the winning bidder by the end of business March 31, 2022. The System reserves the right to change the RFP schedule allowing the time necessary to make the best decision for the System.

6.0 NOTICES TO VENDORS AND BIDDERS

The terms and conditions, including pricing, of the final agreement resulting from this RFP process shall be available to any MCCS entity for the procurement of goods and services from the selected vendor(s).

The University of Maine System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off the MCCS's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable to these additional entities.

Any MCCS entity shall have the option to purchase goods and services from Vendor under the same terms and conditions set forth in this Agreement.

NOTICE TO VENDORS AND BIDDERS:

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;

10. Limitations on M CCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over M CCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH M CCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between M CCS 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;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the M CCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. 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 M CCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between M CCS and your entity.