

Maine Learning Technology Initiative

Historical Information - Questions and Answers for RFP #901001, September-November, 2001

Note: Questions 2-40 constitute a summary of the bidders conference per RFP Section 2.5.

Question 1

Upon reading article 2.13.2.2 and section 3, it is unclear whether the \$300 per seat price limit is to cover only the wireless device procurement, or if it is to also include all the associated services including installation of the wireless network. Please clarify whether the pricing limit set in article 2.13.2.2 of \$300 per seat is intended to include:

- a) procurement of the personal computing device/loaded software
- b) procurement of the network equipment, including server technology
- c) support and service of the personal computing device
- d) training/curriculum development
- e) design and installation of the wireless networks

Answer 1

The maximum bid price includes all of the items listed. With regard to item (d) "training/ curriculum development," Technical Training, as described in section 3.7.1 of the RFP, is a required service component to be included within the bid price submitted. Curriculum Integration and Professional Development, as described in section 3.7.2 of the RFP, is an optional service component that, if included in a bid, must be included within the bid price submitted.

Sections 3.7.3 and 3.7.4 are optional components in addition to the services included under either section 3.7.1 or 3.7.2 and would be outside the required scope of the per seat bid price described in Section 2.13.2.2.

Question 2

Based on a preliminary reading of this RFP, it looks like the focus is within the school structure to an access point to a wide area network. Is there any provision in this that I just haven't seen for a consistent pricing of T-1 access lines or is this going beyond the scope of just these 241 some-odd schools? Is there any provision, is what I'm asking, for a consistent wide area network, consistent use of ISPs, consistent use of providers of T-1s, or will they be sourced on an as-needed basis and indiscriminately?

Answer 2

Maine School and Library Network (MSLN) provides connectivity and Internet services to all but 21 out of the 241 eligible schools. It is anticipated that most schools would initially have a T-1 connection. Bandwidth needs beyond a T-1 will be assessed on an as-needed basis. MSLN will make these upgrades by July 15, 2002. Those 21 schools with alternate connectivity have cable modems provided by the local cable companies.

Question 3

Is the State amenable to multiple providers acting as a consortium? Per Section 2.13.2.2, would it be possible to bring in a third party leasing company to in order to provide that pricing?

Answer 3

Yes, the RFP permits joint ventures between providers as long as one provider serves as the prime contractor and signatory of the resulting agreement. This is described in RFP Section 2.1."

Question 4

If the Provider is a group of vendors acting as a partnership or consortium, would billing

separately be allowed as opposed to one bill?

Answer 4

The RFP is silent on whether separate billings would be allowed from individual providers who are part of a partnership or consortium. This decision would be made at a later time after the Department determined it were in its best interests to allow multiple billings.

Question 5

The RFP speaks about the roll out in year one to 7th grade students, and year two to 8th grade students. Will schools have the option - in years three and four - to join in the project if they didn't chose to participate in year one or year two?

Answer 5

We're seeking to maximize the opportunity for schools to opt in during those first 24 months. The RFP does not address opting in beyond the initial 24-month time frame. To the extent feasible, we will preserve the maximum flexibility on participation; we continue to work on participation now, so as to get as close as possible to full participation. We will have a better understanding of any unresolved issues regarding opt-in by the time an Agreement is negotiated with the successful bidder. The Agreement will address the process for future opt-in by schools.

Question 6

The RFP didn't have a minimum number of units that the State would guarantee, but is there any clip level, or minimum number of schools or of devices that the State can commit to procuring? The RFP had mentioned a survey that said that 95% of the schools expressed interest in the project; but is there any firm commitment to the number of units? In terms of pricing, would you prefer the pricing in terms of clip levels, anticipating the number of schools that will participate? Or should we anticipate full participation by the schools?

Answer 6

The RFP, in Sections 3.2 and 3.3, assumed universal participation by all 241 schools and the accompanying students and teachers. All planning assumptions within the Department at this time are based on universal or nearly universal participation. However, we have not set, nor are we guaranteeing at this point, any particular participation level or cut point in terms of quantity. The formal opt-in process by school districts has not occurred at this point, but the preliminary responses to non-binding surveys suggest to us that participation will be nearly universal, which is why we did not differentiate further on this issue in the RFP. The RFP, in Sections 3 and 4, directs the bidders to utilize the full number of students, teachers and sites that are indicated in the tables in Section 3.

Question 7

The RFP references the possibility of using the Maine Correctional Center for break fix. Could you just comment a little bit in terms of resources or skill levels that some of those prisons may have? Is the certification already in place? Is there a formal program already in place or is it just a concept at this time?

Answer 7

As described in section 3.8 of the RFP, the Maine Correctional Center may be able to repair devices at a very low cost. The Correctional Center currently has a number of certified technicians and repair stations and it may be feasible to consider whether that capacity is useful to the project. However, that is a determination that can only be made after further investigation into its feasibility by the Department. Therefore, each bidder must include in its per seat cost a complete support and maintenance element of its own per Section 3.8. It is the Department's expectation that bidders will not enter into discussions with the Maine Correctional Center in developing their proposals.

Question 8

Is there any information or drawings available down at the school level, topology maps or any additional information relative to the schools than was provided in the survey that was available on the web site and the RFP?

Answer 8

The Department does not currently have access to current or detailed drawings for most school sites. Such information will have to be obtained later, by the provider, as part of the site surveys and installation process, as needed.

Question 8A

When cables are tied in to the antennas, are you putting in average runs of 100 feet or average runs of 175 feet? Have you in your research been able to determine what the average cable run would be? Would it also be possible, to make sure that you're comparing apples to apples, to say for the sake of this proposal that one should assume 175 feet or 200 feet of cable so the Department get a consistent type of offering from the bidders.

Answer 8A

The Department does not know the amount of cabling that will be required and, despite the administrative aid that setting a standard length for bidders to use in constructing their bids would provide, the Department will not set a standard length for the bidding process. The Department will rely, instead, on the experience and expertise of bidders to enable each bidder to provide a meaningful length to be included in its per seat cost proposal. The Department does have information, however, that the majority of the sites have CAT5 drops run to most educational areas of the school.

Question 9

In Section 2.15 of the RFP, there's mention of the four to eight schools that have been designated as sites for validation testing. Have those schools been selected, so that we could take a look at the size and the number of students?

Answer 9

These schools are likely to be the same schools described as the demonstration schools in Section 3.9. Those schools have not been identified yet. They are likely to make up a cross section of schools, geographically distributed throughout the State and representative of various sized schools, in order that we will be able to showcase deployment of the solution in different types of settings, and in different places around the State.

Question 10

The time frame given in Section 3.9 of the RFP for the deployment and functioning of the demonstration schools is February 25th. Who controls that schedule - the project management staff from your organization?

Answer 10

Yes, and of course we will be working with the schools to make sure that their schedule and our schedule are consistent and workable.

Question 11

Under Section 3.2.2 of the RFP, Alternative Deployments, where a school does choose to do something alternate as to what your game plan is, how is that going to be handled? Is the winning bidding team or vendor going to be providing those services or will that be in place, perhaps, on another new bid? What's the vehicle for how that would be handled?

Answer 11

The choice itself belongs to the local school. RFP Section 3.2.2 describes the circumstances

The choice itself belongs to the local school. RFP Section 3.2.2 describes the circumstances under which the school's choice may or not be eligible for funding from this program. If the bidder proposes an option that is ultimately included in the resulting Agreement, that option can be offered as an alternative deployment to the local school, which may or may not elect to select that option. The school may also choose a deployment offered by some other vendor than the winning bidder. The Commissioner would determine, based on the program guidelines, whether an alternative deployment is sufficiently equivalent to be eligible for funding from this program.

Question 12

I understand from the RFP that the -- although the computers and that type of equipment will be basically phased in within two years, it's the intent of the State to make sure that the wireless network is in place during the first year. I noticed mention of the computer section of that; but is all of that that first year? Is the drop dead date July of 2002?

Answer 12

The introductory comments in RFP Section 3.3 specify that the wireless infrastructure will be installed in Year 1; the devices will be installed over two school years. While this is the current expectation, the Department may consider a phased wireless infrastructure if a solid business case were made that demonstrated a clear advantage to doing it otherwise. Lacking any such convincing business case, the expectation remains that the wireless infrastructure will be deployed in Year 1.

Question 13

Is it the intent of the school system to have this type of work done after hours and on weekends or will it be suitable to possibly do it during normal working hours?

Answer 13

The installations will need to be scheduled school by school. Each school will determine its own schedule with the installer. While the RFP doesn't require that this work be done off hours, it does require that the Provider must accommodate school schedules and needs as described in Section 3.10.4. This does not necessarily indicate that the Provider may not be able to work out mutually accommodating schedules with schools. In fact, the Provider is encouraged to do so where it can. We do note that the deployment schedule may permit a substantial amount of work to be performed during scheduled school vacations.

Question 14

Under Section 3.4, Network Connectivity and Infrastructure, there's a mention of the Maine School and Library (MSLN) network alternative providers, usually cable. Is that coax cable 5 or optic cable, is it coax cable modems?

Answer 14

These connections are mostly provided by local cable companies using both coax and fiber with a variety of cable modems.

Question 15

In Section 3.10.6 of the RFP, you refer to the change control process. Does the State have its own document that would serve as a form or the vehicle for change orders, or do you want to see a version of ours as part of the proposal response?

Answer 15

We don't require a specific form. You may submit a suggested form as part of your proposal. The final decision on the "Change Order" form referenced in Appendix A, paragraph 7.1 is something that the successful bidder and the Department will make together, and finalize as part of the Project Plan required under Section 3.10.1.1 of the RFP; and the form will be consistent with the Agreement required under Section 2.2 of the RFP.

Question 16

Are there any opportunities to leverage MSLN facilities to house equipment?

Answer 16

This may be a possibility. Appendix E not only provides an overview of the MSLN, it also provides a reference for further information that bidders may wish to consult.

Question 17

What happens to the laptop equipment during the summer? Does it stay with the students and the teachers?

Answer 17

This will be a local policy to be established by each school.

Question 18

Each school may require a different number of APs. Will this be done during due diligence or will we be required to say for each school that we're going to bid four APs or five APs, or will it be based on square footage? If we find during a site survey due diligence, can we add or subtract as needed?

Answer 18

The number of access points needed per school is not known. For instance, the number may vary because schools are different and may vary depending upon the solution and technology proposed. The Department is relying on bidders' experience deploying wireless solutions. The bidder should rely on its own experience and knowledge - and may find useful the information provided in Appendix F. The key functional provision is RFP Section 3.4.2.1, Wireless Coverage. In any event, all necessary access points must be provided within the fixed per seat cost submitted by the bidder.

Question 19

How are the funds allocated to the individual schools?

Answer 19

Funds for this project are not allocated to individual schools; rather, the expenditures are made by the Department of Education under the terms of the Agreement reached with the successful bidder.

Question 20

Would we be entering into a lease agreement with the individual schools, and do they have to hold title to the equipment?

Answer 20

There is general language, in Section 2.13.2.2 of the RFP, that recommends that bidders indicate in the cost proposal whether the cost proposal is premised on a services agreement, a lease or lease-purchase agreement, or some other approach, and whether the type of arrangement proposed will impact the bid price. We understand that there may be financial and other implications, for the bidder and/or the State and/or the schools, associated with the arrangement that is finally adopted. So there is language in the RFP that offers some flexibility, and is intended to invite the bidder to recommend, on the basis of the bidder's experience, how best to structure the arrangement. The State, of course, reserves the right to seek, in the negotiation of the final Agreement with the successful bidder, the type of arrangement that is most advantageous for the State.

Question 21

Would the Agreement be for a term of four years or five years?

Answer 21

In the RFP, Sections 2.18 and Appendix A, paragraph 2.8, it is clearly specified that we're looking for a four-year Agreement, with renewal at the Department's sole discretion for up to two (2) additional one year periods, for a total, potentially, of six (6) years.

Question 22

Would a device with a separate detachable keyboard be considered?

Answer 22

Yes.

Question 23

Does support from the Gates Foundation dictate that the operating systems of the mobile computing devices be some form of Windows operating systems, or can other operating systems be deployed?

Answer 23

The RFP includes no requirement or expectation whatsoever with respect to the operating system to be proposed, but rather seeks the most effective wireless classroom solution available.

Question 24

It was stipulated that the mobile device be able to run on battery power for the duration of a typical school day. We'd like some clarification on that since the majority of devices cannot handle sustained use in excess of six hours.

Answer 24

RFP Section 3.3.2.4, Device Power, indicates that batteries will allow a device to be used throughout a standard school day without being recharged. This does not specify that a device's power is on entirely throughout the school day. Students are expected to have their device on and off during the day. It may be an option to consider a second battery or some other approach to satisfy the requirement. Ultimately, the Department is relying on the experience of bidders to propose a solution that would satisfy the requirement.

Question 25

Is there a guideline or a maximum range outside the school building at which the wireless LAN packets can be received, something to foil hackers who might intercept wireless traffic using mobile computers in the vicinity of the school? If it's secure, does it matter if the range exceeds slightly the footprint of the building?

Answer 25

The RFP does not speak to any range outside the school building, but in Section 3.6.1, Wireless Security, there is a requirement that the solution must protect against eavesdropping and unauthorized access.

Question 26

The RFP states, in Section 3.1.2, that the Maine Department of Education will develop a statewide strategy to support the leadership and professional development of teachers and integration of learning technology into teaching and learning. Do you know what has been done on this so far, and where I might find more information about that? Is there an estimated date for publication of the strategy? I know it's forbidden by the RFP to contact these government agencies regarding this, so can you tell me when the strategy will be made available to the bidders or whether it will be available before the submission date for proposals?

Answer 26

There is further explanation on that point in Sections 3.7.2.1-3.7.2.3 of the RFP, which describe the process by which the Department and various advisory groups within the State will guide the development of the strategy specific to this initiative. There are also guidance documents related to strategy referenced in these Sections, e.g., the Gates Teacher Leadership Project Application (Appendix G of the RFP), and Maine's Learning Results. There are also cross-references to several other documents, or evolving documents, that would guide that process. The strategy has not been fully developed or articulated yet, but the development process is well underway and is described in these Sections of the RFP. The Gates grant project, described in the proposal included in Appendix G of the RFP, describes a number of activities that are proposed for the coming year in particular, and - as mentioned elsewhere in the RFP - we expect that a number of collaborations will emerge around the State, with higher education institutions and with existing professional development entities that already exist in the State. There may not be a single document developed prior to the submission date for proposals that would describe fully all of those intended activities or strategies. The RFP describes the flexibility and adaptation that we would require of any bidder in terms of being able to collaborate around the developing strategy, deliver services consistent with it, and work with us in supporting it even as it evolves.

Question 27

In trying to find a device that would best suit the needs of the State and fit into the per seat cost, can you try and prioritize your device requirement? If we did not include an attribute, would we be discounted immediately?

Answer 27

All functions specified as required are needed. The RFP does not prioritize these requirements since they are all requirements.

Question 28

Appendix A, Rider A, 12 pertains to the warranty. It makes reference to Section 3.9.2 which does not describe the warranty.

Answer 28

The reference to Section 3.9.2 is an error; the correct reference is Section 3.8, Support and Maintenance.

Question 29

Who owns this equipment at the end of the period of time, the four years? Is it the school, the State or the student?

Answer 29

The RFP does not specifically address the point since the RFP permits proposals that may differ in approach (e.g., lease, purchase, etc.). For instance, if the solution is an outright purchase, the Department or schools would own them. If the solution were a lease, however, the lessor would own the equipment unless there were mutual interest in establishing a buyout option at the end of the lease.

Question 30

Can additional conditions be put on the schools that opt into this program? Can there be a requirement that schools must provide "x" hours of teacher availability for professional development?

Answer 30

We do contemplate that there will be formal opt in agreements by each school district; hopefully a document that will neither be particularly lengthy or complex. We recognize that there do need

to be commitments at the local level for implementation to succeed, both from the perspective of the State and from the perspective of the vendor. Some of those expectations are mentioned at various places within the RFP; for example, basic building preparedness for the installation of the technology is referenced in several different places in Section 3. With regard to the specific issue of teacher time and professional development, we certainly will be asking schools to commit to the elements necessary for the success of this project. However, as specifically mentioned in Section 3.7, the Department has very limited legal authority to commit school districts in general and we, as well as the school districts, have very limited authority to commit teacher participation beyond the terms of their existing collective bargaining agreements. So whatever we might require of the schools and that schools might commit to on behalf of their staffs would have to be consistent with those agreements and school resources. However, we expect they would be interested in, and we would do everything possible to encourage staff to participate in, the training and professional development that would make this project a success.

Question 31

As part of the economic development impact of this initiative, is the Department of Education interested in receiving a proposal for the deployment of infrastructure for remote wireless access to the Internet from outside the school building by students and others in the community?

Answer 31

A proposal for the public provision of remote wireless Internet access, whether beneficial or not, appears to be outside the scope of the services described in Section 3 of the RFP. There are some references in the introduction to the broad purposes that we hope this initiative will advance, including economic development; but the immediate deliverables that are the focus of this RFP do not extend to the services described in the question. Such collaborations haven't been developed or entered into at this point by the Department with other agencies or with communities. The RFP does not preclude any bid from having ancillary benefits that are outside the scope of the RFP. However, our scoring team cannot score a proposal or evaluate it based on ancillary benefits that are not described within the RFP for all bidders.

Question 32

The RFP states that the MSLN will provide the modem infrastructure for toll-free dialup with educational adequate access to the internet for 7th and 8th grade students and teachers who do not have an existing ISP. How are you going to determine who doesn't have it and what stops or precludes somebody from saying I don't feel like paying 20 bucks and now the State is in the business. I am concerned as to what the impact will be on the business of the ISP community.

Answer 32

Both the learning technology plan developed by the Task Force on the Maine Learning Technology Endowment, and the RFP in Section 3.4.3.1, state that Internet access should be provided only to students and teachers for educational purposes where they do not currently have ISP access, not that the State would become the commercial provider of first resort for internet access. Although we appreciate your concerns, the structure and provision of home Internet access will be undertaken by the Public Utilities Commission through the MSLN program and its successor, the Maine Telecommunications Education Access Fund, in complement to, but outside, the bounds of the pending RFP. We are not prepared to speculate how the Public Utilities Commission may propose to provide for the home Internet access that is described here nor can we comment on the process that they might use to solicit or address the concerns of ISPs or others.

Question 33

Section 2.18 of the RFP says the parties will enter into a four-year agreement for the required equipment and services with renewal of up to two additional one-year periods, for a total of six, at the Department's discretion. Is it the intent to be able to purchase the goods and services for

the duration of that six-year period or is it the intent to extend a warranty on the goods that are purchased in the original negotiations? What is the intent of the additional years that you would want to engage with?

Answer 33

The four year period is considered the base agreement. The decision to extend would be made based on a variety of factors. Such factors may include the type of original agreement entered into, the longevity or useful life of the device, the functionality of the device, whether such a device can be upgraded or refreshed, whether the program continues to be successful and if it is able to be expanded into additional grades. Such factors may contribute to the decision to extend into agreement years five and six.

Question 34

Section 3.6.5.1 of the RFP states that the provider shall assume risk of loss (e.g., fire, flood, theft, negligence) of the equipment provided, except that each local school unit shall be responsible for any replacement or repair costs due to the negligent or intentional act of the school. It seems a little contradictory to say the provider has the responsibility for negligence except for when the school does something negligent. Is the provider responsible if a student throws a unit against a wall or is the school responsible?

Answer 34

There are two distinct issues addressed in this Section. The first is the required obligation of the vendor to provide timely, quality service for each seat regardless of fault. The second issue, distinct from the first, is who bears the financial risk of the replacement or continuation of service. The intent of the RFP requirement is to reflect our belief that it's unreasonable for the vendor to bear the financial risk of negligent or intentional acts of students or teachers; the school district would bear that risk and would define, in local policy, how to spread that risk. The exact terms of liability (e.g., who has the property interest, what is the most legally appropriate and most cost-effective way to ensure against or share the risk, etc.) and of the insurance policies depend on the nature of the agreement that the Department selects from the bids received. So, we are asking the bidder to describe, as mentioned in Section 2.13 of the RFP, the nature of the agreement that is, in the bidder's experience, most advantageous; and one element of that description should certainly cross reference this requirement in terms of how the type of agreement may implicate insurance. We do ask in this section that, to the extent possible-whether it's phrased in terms of insurance or in terms of enhanced warranties of some sort-the bidder provide an optional price schedule for no-fault repair and replacement that local school districts may purchase at their own expense from providers. Bidders should be as clear as possible in describing the type of arrangement or agreement being proposed, the type of ownership that accompanies that arrangement, and therefore the types of risk and insurance that are included within the bid price and/or are provided as options for school districts to purchase at their own expense.

Question 35

Who pays for spare equipment needed to be available within the one-day replacement time frame?

Answer 35

The State is seeking to acquire a service with the performance criteria specified in the RFP. The bidder will have to determine if its proposal best satisfies the requirements by providing spares or by using another approach. In all cases, the service performance, including any spares, is all included in the per seat cost.

Question 36

How are devices to be stored or protected from exposure in the colder months?

Answer 36

The bidder's proposal should indicate whether the type of device proposed has any specific requirements relative to climate, exposure, storage, etc. At the time of school opt-in, the school will sign an opt-in document that will specify the school's obligations and the State's obligations relative to these issues concerning care of the equipment. Proposals should include any and all recommendations bidders think are important to the care of the equipment proposed.

Question 37

Will a device be assigned to a student and stay with that student until he or she graduates from high school, or will the device for 7th grade students, for example, be handed to incoming 7th grade students when the first students to receive the device move on to the next grade, with the replenishing of the devices for the now 8th grade students to occur when they reach 8th grade?

Answer 37

Assignment and use of the devices by students will be governed by local school policy. Initially, however, the program covers only 7th and 8th grade students, with high school expansion targeted for the future.

Question 38

There was no listing of total number of pages, any finite number of pages that could be in the proposal response document. Is it acceptable if it's a reasonably lengthy document or do you want to put a page limit on the proposal?

Answer 38

While there is no page limit specified by the RFP, the State would appreciate bidders keeping their proposals as succinct and clear as possible within a reasonable number of pages.

Question 39

If a proposal actually addresses the issues and variables rather than saying here's a solution and here's a hard, fixed price, is that acceptable as a first round submission? It's difficult to bid a unit cost without having seen the schools and it's impossible to say how many access points are needed in school A or school B without even knowing how many classrooms exist.

Answer 39

The first round of submissions is the only round of submissions. Bidders must determine a fixed per seat price and propose it in their proposal per the RFP requirements. Note that some school level data is provided in Appendix F of the RFP.

Question 40

Could you clarify the statement in the RFP that relates to the exclusive nature of E-Rate as it relates to our pricing. For example, if I have a device that is \$300, how does that factor into the E-Rate? And which items that may be parts of the solution are eligible, and which are not?

Answer 40

The RFP indicates, in both Section 2.13 and again in Section 4.4, that the Department does intend to aggressively pursue E-Rate reimbursement for this initiative. The aggregate price that is indicated in Section 2.13 already reflects the availability of all anticipated funds, including E-Rate if any. So the per seat price that is submitted in the proposal should not offset any E-Rate. The \$300 maximum per seat bid price reflects some reimbursement that we hope to secure from the E-Rate program. E-rate typically covers Internet access as well as a limited amount of internal connection hardware including but not limited to switches, routers, servers, CAT5 cabling, and wireless access points.

Question 41

Please clarify the throughput bandwidth. Is the bandwidth 3meg in the wireless environment or

Please clarify the throughput bandwidth. Is the bandwidth 3meg in the wireless environment or throughout the entire LAN. The MSLN is 1.5Meg.

Answer 41

The RFP does not specify the bandwidth required in the wireless environment other than to indicate that it must be effective and sufficient. See RFP Section 3.4.2.3, Wireless Bandwidth, for a complete description.

Question 42

What is the purpose of the servers, what are the functions?

Answer 42

The Department is relying on the experience and expertise of the bidders to determine the function of any servers needed in accordance with the functional requirements of the RFP.

Question 43

My assumption, based on device specifications as outlined in Section 3.3.2, is that you are seeking some type of laptop or other similar computing device equipped with wireless network capability, and not a Palm Pilot/PDA or other handheld computer type of device.

Answer 43

In identifying the device requirements, the Department did not eliminate any device type from consideration. The Department will evaluate any device proposed to assess how well the proposed device satisfies the educational and technological requirements.

Question 44

Are you defining "per seat" in some other manner where students and teachers share computing devices?

Answer 44

Students and teachers are not expected to share devices since one of the foundational goals of the program is to achieve a 1:1 ratio of students to devices.

Question 45

If a vendor offers 3rd party products on its price list that will work with the device, but does not provide support for those 3rd party products (printers, for example), should the vendor not include them as part of the response? Please clarify how the State is defining "support" in this statement.

Answer 45

Bidders are required to propose a complete solution; the Provider will be required to support all devices proposed as part of its solution. See RFP Section 3.8, Support and Maintenance, for a complete description of support requirements.

Question 46

In Section 4.5.2.1, the RFP states that the bidder (if publicly held) should include a copy of the corporation's most recent three years audited financial reports. Since the audited financial reports are lengthy, is it acceptable to submit a URL where the State may access the reports?

Answer 46

Each bidder should include in its proposal a hard copy of its financial reports. The Department will allow such reports to be bound separately from the rest of the proposal, so long as all proposal components are clearly included.

Question 47

I am interested in understanding if you have any requirements to mount a monitor or LCD

I am interested in understanding if you have any requirements to mount a monitor or LCD projector in this project. I read through the various sections of information, and did not see any references to mounting a monitor in each class room.

Answer 47

RFP is silent on monitors as part of the solution. Each bidder will need to determine whether monitors are a component of its proposed solution.

Question 48

Please advise as to whether the above-mentioned RFP encompasses student data systems such as SchoolSpace, or whether it is combined strictly to wireless devices. If the RFP does not require a system such as ours, does the State of Maine plan to issue an RFP with respect to student data management?

Answer 48

The RFP does not require software products such as is mentioned. The RFP, however, does not preclude the inclusion of such software either. The minimum software requirements are described in RFP Section 3.3.3.1, Applications.

Question 49

With reference to the above, I will be much obliged if you can send us the list of attendees of the bid conference held on September 28, 2001.

Answer 49

Per RFP Section 2.5, Bidders' Conference, the Department will not supply to bidders a list of attendees. It may be possible for a company to obtain, from some other company, a copy of any list that the attendees may have created themselves.

Question 50

Is attendance at the Bidder's Conference required to submit a bid?

Answer 50

Per RFP Section 2.5, Bidders' Conference, attendance is strongly recommended but not required.

Question 51

What's the maximum number of grade 7 and 8 students in one classroom?

Answer 51

The Department does not have such a number available to it. Bidders are referred to the RFP (e.g., Section 3.2; Appendix F) for related information that may be helpful.

Question 52

Were there any minutes taken at the Bidder's Conference of September 28th and are they available?

Answer 52

While minutes are not available, the Department will post on the RFP web site a summary of the Bidders' Conference in the form of a "Q&A" format.

Question 53

Has funding been budgeted for this procurement? What is the funding breakdown for this procurement?

Answer 53

Funding has been budgeted for this procurement. Financial guidelines for bidders may be found

in RFP Section 2.13.2.1, Bid Price and Supporting Detail Proposal Evaluation.

Question 54

What is the dollar amount you expect to spend on this procurement?

Answer 54

The dollar amount expended will depend upon the per seat cost of the awarded proposal. In general, the expenditure will be a total of the per seat cost times the number of students and teachers.

Question 55

Have you worked with any outside vendor to identify and validate the business objectives/strategy for this procurement? If "yes," who?

Answer 55

No outside vendor validated the business objectives/strategy for this procurement.

Question 56

Did any vendor know about this procurement before the RFP was released to the public? If "yes," who?

Answer 56

Since the Maine Learning Technology initiative has been a very public initiative, attracting national attention, the Department assumes that many companies knew about this procurement before the RFP was released. The Department is unable to identify all such companies who may have had such knowledge

Question 57

What is the highest level of commitment for this procurement in your organization?

Answer 57

The question is unclear and the Department is unable to articulate a response other than to say that the success of this Learning Technology initiative is a very high priority for the State of Maine. The Commissioner of Education has statutory responsibility for the implementation of the program.

Question 58

My company provides web-based training solutions to education for staff development, training of technical personnel, etc. If we were interested in making people involved with the MLT project aware of our resource for consideration and possible inclusion, how would you suggest doing that? It would be an extremely small percentage of the overall scope of the project defined in the RFP.

Answer 58

The Department cannot advise individual bidders on how to engage in the project. It is the responsibility of interested parties to locate companies with which they may wish to partner on this project.

Question 59

We need to know the list of individual contractors who are bidding on this project, so that we can become a subcontractor for the Citrix product. Are you the resource for this type of information?

Answer 59

See the answer to question #58.

Question 60

Question 60

Will an AMD processor be evaluated in the bidding process of this RFP?

Answer 60

The RFP does not require any specific processor; processors included in proposals submitted will be evaluated as part of the overall evaluation of the proposals.

Question 61

My understanding of your RFP is that each of your students and teachers (Year 1, as outlined in Section 3.3, would include 16,780 students and 2,000 teachers) would be equipped with their own personal device. So, for Year 1, you would be purchasing 18,780 wireless personal computing devices (assuming full participation). Or are you defining "per seat" in some other manner where students and teachers share computing devices. Is my understanding correct?

Answer 61

See the answer to question #44.

Question 62

As my company provides one piece of the overall solution that you are seeking, that being the Wireless Networking Implementation services (Network Design, Site Survey, Installation, Training), can you share with me who else received this RFP so that I may contact them and inquire about partnering with them?

Answer 62

The Department does not identify or provide lists of companies who have received copies of the RFP. Also, since the RFP can be downloaded from the web site, the Department doesn't necessarily even know which companies have, and are considering, the RFP.

Question 63

How is the PO written and checks issued?

Answer 63

Purchase orders are used in accordance with Appendix A, Rider B, Paragraph 2, after the Agreement is signed and approved by the State's Contract Review Committee. Payment will be issued after the work at a school has been completed and the appropriate acceptance sign-off(s) obtained.

Question 64

How is the \$300/seat measured? Total bill/4 years?

Answer 65

The per seat cost is for each of the years of the agreement. This is described in the RFP, Section 4.4.1, Cost Schedule A.

Question 65

This question addresses equipment, software, training, and professional development regarding assistive and adaptive devices that some students with disabilities will need in order to access computer and/or wireless hardware. Will there be forthcoming RFPs, contracts, or calls for proposals that specifically address the needs of students with disabilities and their teachers for the installation, maintenance, and use of adaptive and assistive hardware?

Answer 65

Section 3.3.1.3, Students with Disabilities, and Section 3.3.2.14, Accessibility, refer to assistive technology requirements. No additional RFPs or separate procurements are anticipated at this time. Bidders should address this requirement in any proposals submitted in response to the current RFP.

CURRENT RFP.

Question 66

What is covered under the \$180 to \$300 per seat annual cost?

Answer 66

The annual per seat cost is all inclusive of the solution per the specifications in Section 3, Scope of Work, and Section 4.4, Bid Price and Supporting Detail. Also see the answers to other cost questions (e.g., answer #1).

Question 67

If the State of Maine will only pay for those schools, students, teachers who participate (Section 3.2.1), who pays for "spare" equipment (Section 3.6.5.1) needed to be on hand to meet the 1 day replacement delivery schedule (Section 3.5.2)?

Answer 67

See the answer to question #35.

Question 68

Besides students and teachers, what other school personnel will be getting the notebooks?
Total number of each?

Answer 68

RFP Section 3.3.1, Device Quantities, describes the school personnel receiving portable computing devices. The numbers provided in Table B are estimates of this total educational population working with grade 7 and 8 students. We do not have a categorical breakdown of that population.

Question 69

Does the mandatory technical training called for (Section 3.7.1) include training on the required application software (Section 3.3.3.1)? That is, if the Microsoft Office suite were selected, is the winning bidder required to offer instruction in all of the suite's applications? This appears to be the case (Section 3.10.1.6) but needs to be clarified. Does this add to the per seat cost?

Answer 69

The per seat cost is all-inclusive. Therefore, training in any application software that is necessary to the solution must be included.

Question 70

The area of Damage, Insurance, and Warranty (Section 3.6.5.1-second paragraph) needs clarification, specifically in regards to theft or negligence. If a teacher or student drops their notebook on the floor and the screen shatters, whose fault is it? If a teacher or student's notebook is stolen, whose fault is it?

Answer 70

See the answer to question #34.

Question 71

In the case of anti-virus software (Section 3.6.3), is the cost of this to be included in the per seat cost? How are virus definitions to be updated and/or maintained? A "push" strategy every time the teacher or student logs into the network?

Answer 71

The cost is part of the per seat cost. The Department is relying on the knowledge of experience of bidders to propose a solid anti-virus strategy.

Question 72

From a theft point-of-view (Section 3.6.5.2), does the Provider need to be concerned with how the notebooks will be stored over the summer? Does each student "keep" their portable with them over summer vacation? Is it the State's understanding that a notebook is assigned to a student and stays with that student until he/she graduates from high school? If a student transfers to another school within Maine, does the notebook go with them? Is it up to the Provider to track this? Does the Department of Education have a figure as to the number of students who transfer in to Maine schools from schools outside Maine during the school year or just before?

Answer 72

See the answers to questions #17, #34 and #36.

Question 73

Is the winning bidder required to establish an office in Maine (Section 4.5.3) for the duration of this contract?

Answer 73

No, this is not a requirement of the RFP.

Question 74

Concerning each of the required five sections the proposal must contain (Section 4), there does not appear to be a page count limit for any of these sections or for the overall proposal. Is this correct?

Answer 74

See the answer to question #38.

Question 75

Have the 8 demonstration schools (Section 3.9) already been selected by the Department of Education? If so, what schools are they? Can these be the same as the validation schools (Section 2.15)?

Answer 75

The demonstration schools have not yet been selected. All or some of these schools may be validation schools, as described in Section 2.15 of the RFP. The Department will make a reasonable attempt to use validation schools as demonstration schools, to the extent that it serves the distinct purpose of each activity, i.e., validation and demonstration.

Question 76

Concerning device portability (Section 3.3.2.2), should we be considering some type of air cushion notebook case considering student wear-and-tear?

Answer 76

Bidders should propose the solution that, based on the bidders' knowledge and experience, is most appropriate. A bidder must judge whether its proposed solution also requires a separate protective case for portability and durability.

Question 77

How does the Department of Education plan to address families who have multiple students at home with notebooks from the perspective of Internet connectivity (Section 3.4.3)?

Answer 77

Multiple students in the same home are expected to share Internet connectivity.

Question 78

Concerning the statement that the Asset Management (Section 3.6.6) of these notebooks must be in electronic form, has the State standardized on any particular asset management program (i.e., TS Censusä, etc.)?

Answer 78

The State has not standardized its asset management software requirements. The details of this will be finalized with the Provider, as stated in Section 3.6.6, Asset Management, subject to the approval of the Department.

Question 79

Does Support and Service (Section 3.10.1.7) mean help desk support? If so, what is the expected help desk hours? Does this need to parallel the Uptime (Section 3.5.1) hours?

Answer 79

As described in RFP, Section 3.8, Support and Maintenance, help desk or similar support is required. The Department is relying upon bidders' experience to design the coverage to satisfy the needs of the program. This would likely focus especially on the 7:00AM to 3:00PM period of prime usage.

Question 80

How does the Department of Education define a school day (i.e., start time, end time)? How does this compare with the period of prime usage (Section 3.5.1)?

Answer 80

While individual school systems establish the start and end time of their local schools, the general start and end of a school day is approximately the same as the period of prime usage.

Question 81

In considering the uptime percentage (Section 3.5.1) required by the client, who will monitor this metric for compliance? Over what time period will this metric be applied (i.e., on a daily basis, weekly, monthly)? I ask this considering the service performance penalty payments (Appendix A, Subparagraph 4.10).

Answer 81

The Provider and the Department will agree on the specifics of how the process will function and how the metrics will be collected and reported. In general, the measurements will be applied over the shorter periods (e.g., daily), as applicable, to foster the vital interest of ensuring substantial reliability and quality of the solution in an educational environment. The service performance penalties would be invoked according to the agreement provisions specified in Appendix A, Rider A, Paragraph 4, Liquidated Damages - a process that includes written notification to the Provider with an opportunity period for the Provider to correct the problem.

Question 81A

Can a single company appear on multiple proposals? That is, can a company appear as a device manufacturer on more than one submitted proposal? In addition, can a company respond as a prime contractor on one proposal and as a subcontractor on another?

Answer 81A

The answer is "yes" to each question.

Question 82

Is a device with a detachable portable keyboard acceptable? In Section 3.3.2.5, the RFP states that the keyboard must be integrated into the device. Integrated to what extent?

Answer 82

Devices with detachable, portable keyboards may be proposed. Also, see the answer to question #22. The RFP doesn't require any single, integrated keyboard solution; rather, the intent is to have a keyboard that is integrated effectively into the solution.

Question 83

In Section 4.1, Paragraph (p), the RFP states that the awarded provider must supply equipment for validation testing. Does this refer to the February 25, 2002 time period? Or will the equipment be required earlier for validation testing? The validation equipment would need to be placed in a number of sites in time to allow for a successful completion date of April 5, 2002. The demonstration sites might be used as validation site but this is not required.

Answer 83

No, the February 25th date refers to Demonstration Schools. Section 4.1, Paragraph (p) actually refers to Validation Testing. Please see Section 3.10.1.3 of the RFP, Validation Testing, where the completion date specified is April 5, 2002. The validation equipment would need to be placed in a number of sites in time to allow for a successful completion date of April 5, 2002. The demonstration sites might be used as validation site but this is not required. For more information on Demonstration schools see the answer to question # 75.

Question 84

In Section 4.1, Paragraph (v), the RFP states that the bidder must include a statement identifying additional costs. Is this in reference to additional costs not included in the price quote that the Department or school would incur? Or is the intention of the requirement to itemize all costs that are included in the Seat License?

Answer 84

As described in Section 4.4, Bid Price and Supporting Detail, and in the answer to Question #1 above, the fixed price per year per seat must include all the deliverables required in the RFP, unless specifically provided otherwise within the RFP itself. Examples of additional costs that might be addressed by Paragraph (v) that are not required by the RFP to be included within the fixed price per seat include optional schedules and features, and items expressly permitted to be an additional state or local cost, such as the "no fault" insurance or extended warranty that must be provided to satisfy Section 3.6.5, Insurance, Damage, Theft.

Question 85

In Section 4.5.2.2, the RFP states a requirement for a complete credit report. Please clarify what type of specific credit report is needed or the required components of the credit report.

Answer 85

The type of report being sought is a Dunn and Bradstreet, or similar, report.

Question 86

In Section 3.3.1, the RFP presents quantity estimate requirements for student devices over the 4 years of the license. I understand that these quantities are cumulative and would not exceed 33,045. Will the 8th graders be required to turn over the devices before moving on to 9th grade? Or is it likely that some of the 7th and 8th graders will be allowed to keep the devices into high school, thus creating a situation in the 2nd, 3rd, and 4th year where only a portion of 7th and 8th graders statewide have a personal computer?

Answer 86

The eighth grade students moving on to 9th grade would be required to leave their devices with their 8th grade school.

Question 87

We have reviewed the RFP, Appendix A and believe the current terms and conditions would require subsequent negotiation prior to contract signature. Would the filing of clarifications, detailing our concerns, regarding the terms and conditions have a negative affect on our proposal or render our proposal non-compliant?

Answer 87

RFP Section 4.1, Transmittal Letter, paragraph (l) describes how exceptions to the terms and conditions, technical requirements or other portions of the RFP are to be handled.

Question 88

We have reviewed the RFP and believe the current terms and conditions regarding liquidated damages require clarification. Would the State agree to placing a limit on the amount the State could recover under Liquidated Damages, Section 3.10.1?

Answer 88

The provision governing liquidated damages, which sets forth the limitations acceptable to the State, is in Appendix A, Paragraph (4).

Question 89

Do the hard drives of the portable computing devices need to be re-imaged at the end of the school year (Section 3.3.4)? If we were to image the PC, would the State expect us to develop the image or would the state provide a gold disk with the intended image, as it relates to Section 3.3.3, Software and Function?

Answer 89

Hard drive imaging, as well as any hardware or software used in the solution, is left up to the best design of the bidder. Imaging can be practical as it relates to the support of hardware and software. Imaging can be a practical step to take in the support of hardware and software.

Question 89A

With respect to Section 3.10, will you further represent that you have or will retain all necessary and sufficient guidance and assistance from experts specializing in such matters?

Answer 89A

The Department's expectation is that expertise necessary for the successful implementation of any proposal submitted will be included in the proposal, and will be included in the fixed per seat cost proposed by the bidder.

Question 90

Is there documentation available for each site?

Answer 90

See the answer to question #8

Question 91

With respect to Section 3.3.1.1, could you define the phrase ". . . the teacher's device must satisfy educational and practical functional goals in the classroom and for lesson preparation"?

Answer 91

The Department is relying on bidders to demonstrate, on the basis of their knowledge and experience, how the device that they propose satisfies educational goals and the functional goals specified in this RFP, both in a classroom setting and for lesson preparation.

Question 92

With respect to Section 3.4.2.1, "The Provider will ensure access to the school's wireless network

from all primary 7th and 8th grade instructional areas including academic classrooms for all content area, frequently used study areas, media centers, and the library," who makes the final determination on what specific areas are to be wired?

Answer 92

Section 3.10.1.1, Project Plan, describes the required Project Plan, which is developed by the Provider with Department involvement. This plan includes documentation of coordination between the Department and the schools; and the coordination among the Provider, the Department and schools is further described in Section 3.10.4, Coordination with Schools, as necessary to: the determination of any site surveys and local requirements needed to implement the solution; the determination of any local change requirements and costs; and the coordination of the installation of the schools' solutions. Insofar as the Project Plan is subject to Department approval, the final determination is based on the Plan that reflects coordination among the Provider, the Department and the schools, and is subject to Department approval.

Question 93

With respect to Section 3.4.3.1, Remote Access, "The Provider's portable computing device must enable students and teachers to access the school network and the Internet from their homes or other locations," Please provide clarification on how the State defines school network in Section 3.4.3.1?

Answer 93

It is the expectation of the Department that the Provider will ensure remote access of the school network environment, including but not limited to the solution's application and/or file servers and Internet access. Connection to the pre-existing school network is also highly desirable.

Question 94

With respect to Section 3.4, Building Readiness, Maine has 21 sites that use alternative providers (such as a cable company). Do we have to have a separate agreement with these providers for network access?

Answer 94

The local schools, in conjunction with MSLN or any other network provider, are responsible for their own Internet access and agreements. The Provider's responsibility will be to connect to the ISP demarcation point.

Question 95

Will the State of Maine provide network schematics for each school?

Answer 95

See the answer to question #8

Question 96

With respect to Section 3.4.2.5, how many schools don't have an Ethernet LAN? Does Maine expect the vendor to build an Ethernet LAN if one doesn't exist?

Answer 96

It is the Department's understanding that a vast majority, if not all, of the schools have some form of Ethernet LAN. The Department does not expect the Provider to build an Ethernet LAN in schools. If additional drops are needed for placement of wireless access points, it is expected that the Provider will provide the cabling needs.

Question 97

With respect to Section 3.5.4, Disaster Recovery, the RFP requires that the school's infrastructure be restored by the start of next school day at 7 AM. Does this mean having the LAN

up and running by 7 AM, and repair and replacement of all devices that need to be repaired/replaced? If so, this may be impossible due to school location and the extent of damage/theft of devices. Will Maine allow an alternative plan?

Answer 97

Section 3.5.4, Business Continuity/Disaster Recovery, requires "replacement of the infrastructure in the event of theft or loss through a catastrophic event" and restoration of the school's infrastructure by the start of next school day at 7 AM. Section 3.5.2, Device Reliability, requires that the solution provide device reliability and a service level that ensures no student is without a functioning device for more than one (1) school day. There is a provision in the RFP that may allow for an alternative plan, depending on the extent of the catastrophic event; see Appendix A, Rider B, Paragraph 26, under which the Department may, at its discretion, extend the time period for performance of the obligation excused under this Section.

Question 98

With respect to Section 3.6.4, please clarify what needs to be backed up - applications and data or data only?

Answer 98

Backup needs will vary depending on the configuration of the hardware, software and network proposed in the solution. A network serving applications would have different needs from a pure file-serving network. In all cases, both applications and data must be backed up. Please see Section 3.6.4, Backups, for the complete requirements.

Question 99

With respect to Section 3.6.5.1, please clarify the Insurance, Damage and Theft section of the RFP. Is it the intention of this clause that the cost of the risk of loss (e.g., fire, flood, theft) is to be included in the bid price of the device? Or is this coverage to be provided as an option that local school districts may purchase at their own expense from the Provider?

Answer 99

See the answer to question #34.

Question 100

Does Maine have a preference as to where student/teacher files are stored?

Answer 100

The Department does not have a preference as to the location of the files. The focus is on the access speed, availability, and reliability of the solution.

Question 101

Does Maine have a preference on the amount of storage space for each student/teacher?

Answer 101

The Department is not specifying a preferred amount of space. It is expected that the provider will develop a comprehensive solution that meets the needs of the educational environment.

Question 102

In order for us to be more creative with our approach, we need to better understand the cash flow of this endowment. Could you please help us understand the cash flow over the 4-year term of the Agreement?

Answer 102

The proposed price per seat per year must be a fixed price, as described in Section 4.4 of the RFP, Bid Price and Supporting Detail. However, the Department has retained some flexibility

with regard to the actual payment schedule for services rendered; the payment schedule will be negotiated at the time of Agreement, per Section 4.4.4, Payment Schedule, and reflected in Rider B, Paragraph 2 of the Agreement. One factor that may affect the payment schedule negotiated is the nature of the agreement entered into, as described in Section 2.13.2.2, Bid Price and Supporting Detail Proposal Evaluation. The bidder should describe fully the type of relationship proposed to be entered into, and if applicable, whether the fixed price that is proposed will, or may, be impacted by the payment schedule to be determined.

Question 103

With respect to Section 3.5.4, can you define further the scope and expectation of disaster recovery? What are the expectations in the case of a number of simultaneously affected schools? Does the restoration by the start of the next school day at 7 AM mean that a reported disaster at 5 PM needs to be fixed the next morning?

Answer 103

See the answer to question #97. Also, the requirement is for restoration of the infrastructure by 7 AM next school day, which - in the case of a disaster - may or may not be the next morning.

Question 104

With respect to Appendix A, Rider B, Paragraph 2, how does the State define "successful deployment"?

Answer 104

The phrase "successful deployment" is not used in the provision cited in the question.

Question 105

Is the total cost going to be based on four years of 7th grade, and three years of 8th grade or on a calendar year, starting when the project begins?

Answer 105

The cost will be based on four years of 7th grade, and three years of 8th grade.

Question 106

Can you elaborate on the specifications of the MSLN access from students' homes - e.g., will a VPN head end be available at UNET? Also, what services will need to be provided by local ISPs to participate in the voucher system?

Answer 106

The home Internet access for students and teachers who do not have ISP service will be determined outside the scope of the RFP by the Maine Public Utilities Commission (PUC), through the Maine School and Library Network (MSLN) /Maine Telecommunications Education Access Fund. We cannot speculate as to the manner or process the PUC will adopt for the provision of this access. The possibility of a "voucher" to existing ISPs was listed in Section 3.4.3.1 only as one example of the kinds of approaches that could be considered.

Question 107

Does the State have any preference as to how the response is bound, or whether the respondents use single or double-sided print?

Answer 107

The requirement re: binding the proposal is given in Section 4, in the introductory paragraphs. There is no requirement, or preference, for either single-sided or double-sided print.

Question 108

In the section on liquidated damages (Appendix A, Rider A, Paragraph 4), the State has set forth

provisions to collect up to \$20,000 per day if successful deployment is not achieved for the overwhelming majority of users, \$2,000 per day if successful delivery is not achieved, and up to \$200,000 in any calendar year for failure to provide functional services to each seat. Will the agreement define specifically what these measurements are by defining these terms, and are the values negotiable or driven by state statute?

Answer 108

The terms that trigger the imposition of liquidated damages may be further defined or clarified as necessary when the Agreement is negotiated with the successful bidder. Values are not driven by State statute but reflect the high priority that the Department places on the success of this project, and the successful bidder must be prepared to accept provisions for liquidated damages substantially equivalent to those specified in Appendix A, Rider A, Paragraph 4 and subparagraphs.

Question 109

With respect to Appendix A, Rider A, paragraph 7, Changes in Scope and Agreement Amendments, if the parties fail to reach an agreement on any change of scope and the Program Manager makes a determination that is not consistent with the Agreement, what is the recourse that can be taken by the Provider, such as a dispute process through the due process of law?

Answer 109

The dispute resolution process is outlined in Appendix A, Rider A, Paragraph 8, Dispute Resolution, immediately following Paragraph 7, Changes in Scope and Agreement Amendments.

Question 110

With respect to Appendix A, Rider A, subparagraph 10.1, Sub-Agreements, is the Provider required to submit to the State a copy of the Subcontract Agreement(s) before a subcontractor can be used on this program, or is a list of subcontractors named in the proposal submitted by the bidder adequate?

Answer 110

Section 4.5.8, Subcontracts/Subcontractors, requires the bidder to provide the names of the subcontractors that the bidder proposes to use, along with other information about those subcontractors. Insofar as the successful bidder's proposal will be incorporated into the Agreement to be executed between the successful bidder and the Department, in accordance with Appendix A, Rider A, I, Elements of the Contract, the list in the proposal will be sufficient if it remains unchanged. Any changes in the subcontractors to be used by the Provider would require the consent, guidance and approval of the State, per Appendix A, Rider A, subparagraph 10.1, Sub-Agreements.

Question 111

In Appendix A, Rider A, Paragraph 12, Warranty, it states that "any work performed under this Agreement during the warranty period will be done at no additional cost to the State." Does this mean if the work is done on something covered under the warranty? Or does the State assume that all services and products delivered will fall within the scope of work defined in the Agreement?

Answer 111

In answer to the last question posed here, the State does expect that all services and products delivered will be reflected in the scope of work, or Rider A Work Specifications, set forth in the Agreement reached with the successful bidder. With respect to the warranty issue, the RFP requires warranty coverage on the equipment and services required in Section 3 of the RFP; see specifically Section 3.6.5.1 and Section 3.8 of the RFP. The cross-reference to Section 3.9.2 in Appendix A Rider A Paragraph 12 is an error: the correct reference is 3.8 (See question and

Appendix A, Rider A, Paragraph 12 is an error, the correct reference is 2018 (see question and answer # 28.) The bidder is required to identify the warranties and warranty periods that are part of the bidder's Service and Support Plan required under Section 3.8.2, and they should be consistent with other requirements of the RFP. Work performed under warranty is to be done at no additional cost to the State.

Question 112

With respect to Appendix A, Rider A, Paragraph 19, Copyright of Data, under Federal Regulation, when the Government purchases standard commercial products and services, the Government is entitled only to "Limited Rights in Data". Would you please cite the regulation that mandates that that the "State and Federal Government shall have the right to publish, duplicate, use and disclose all such data in any manner, and for any purpose whatsoever, and may authorize others to do so."

Answer 112

This provision is not regulatory in nature, it is contractual. Although the State's standard contract language does not address "standard commercial products and services," it should be noted that the data covered by Paragraph 19 is data "developed and/or obtained in the performance of the services" under the contract. Further, the provision does not contemplate that the Provider shall have no intellectual property rights in data, but that such rights must be established by specific exception or by prior approval of the Department. If the bidder has data that will be used, or contemplates developing or obtaining data, in the performance of the services under this Agreement which the bidder intends to publish or for which the bidder wishes to seek copyright protection, the bidder may - without prejudice to subsequent requests for prior approval - list such data components on a blue paper attachment as specified in Section 4.1 paragraph (I) for the Department's consideration at the time of Agreement negotiation.

Question 113

With respect to Appendix A, Rider B, Paragraph 23, Non-Appropriation, the Paragraph states that the State is not responsible for any obligation for which payment is due if the funding is de-appropriated. Does this mean if the Provider delivers products for which the State takes title and services from which the State benefits, that the State is then not obligated to pay for them?

Answer 113

Appendix A, Rider B, paragraph 23 does not include the language used above in the question, "for any obligation for which payment is due". This Paragraph is intended to reflect a State constitutional prohibition: "No money shall be drawn from the treasury, except in consequence of appropriations or allocations authorized by law." M.R.S.A. Const. Art. 5, Pt.3, Section 4. Because funding that is not emergency funding is done prospectively through the legislative process, prior notice of the effective date of any non-appropriation or de-appropriation that would affect the Agreement governing work on this project would be provided to the Provider so that any amendments (e.g., termination date, scope of work, price term) the parties agree are necessary to the Agreement could be made.