



ADMINISTERED BY
UNIVERSITY OF MAINE SYSTEM
OFFICE OF STRATEGIC PROCUREMENT
REQUEST FOR PROPOSALS (RFP)

ATHLETICS COMPLIANCE RECRUITING SOLUTION (ACRS)
RFP # 02-15
Issue Date: July 21, 2014

Proposals Must Be Received By: July 31, 2014

Deliver Proposals To:
University of Maine System
Office of Strategic Procurement
Robinson Hall
46 University Drive
Augusta, Maine 04330
Attn: Robin Cyr, IT Sourcing Manager

Strategic Sourcing Manager: Robin Cyr
Email: robin.cvr@maine.edu Phone: (207) 621-3098

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Section 1

1.0 General Information

1.1 Purpose and Scope

The University of Maine System is seeking proposals for the provision of a department-wide technology solution. The solution will address recruiting and compliance needs for the Athletics Compliance Office and sport programs. It will also need to serve the whole department in terms of forms and workflow system. The University sponsors seventeen sport programs and has eleven coaching staffs broken down as follows:

- Baseball
- Women's Basketball
- Men's Basketball
- Cross Country/Track & Field (Men's & Women's)
- Field Hockey
- Football
- Women's Ice Hockey
- Men's Ice Hockey
- Soccer
- Softball
- Swimming & Diving (Men's & Women's)

The University of Maine System (UMS) is the state's largest educational enterprise with an annual enrollment of nearly 40,000 students. The System features seven universities, some with multiple locations throughout the state. At any time one or more of our schools may make the decision to join in on this project. Due to the variation in size and complexity of our campuses we are seeking flexible and scalable solutions.

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

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

1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

1.3 Evaluation Criteria

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

Section 4 - Organization Qualifications, Experience, References and Financial Stability **(15 points)**

- Includes elements addressed in Section 4 (4.1 – 4.3)

Section 4 – Economic Impact within the State of Maine **(5 points)**

- Includes elements addressed in Section 4 (4.4)

Section 4 – Cost Proposal **(30 points)**

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

The scoring formula is:

(Lowest submitted cost proposal / cost of proposal being scored) x (30) = pro-rated score

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

- Includes elements addressed in Section 4 (4.5 Only)

Sections 5 & 6 – Specifications of Work to be Performed – Business **(30 points)**

- Includes all elements addressed in Section 5 & Section 6.

Section 7 – Specifications of Work to be Performed - Technical **(20 points)**

- Includes elements addressed in Section 7 (7.1 - 7.4).

Section 7 – Specifications of Work to be Performed – Technical Security **(Pass/Fail)**

- Includes elements addressed in Section 7 (7.5 only).

1.4 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.5	Deadline for Written Communication	July 24, 2014
Section 1, 1.5	Response to Written Communication	July 25, 2014
Section 1, 1.14	Deadline for Proposal Submission	July 31, 2014
	Estimated Vendor Functionality Presentation Date (subject to change)	August 5 – 6, 2014
	Follow-Up Vendor Technical Review Date (subject to change)	August 7 – 8, 2014
	Bid Announcement (subject to change)	August 15, 2014
	Contract Negotiations (subject to change)	August 18, 2014 – August 22, 2014
	Estimated Contract Start Date (subject to change)	August 25, 2014

1.5 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this 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. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to:

**University of Maine System
Office of Strategic Procurement
Robinson Hall
46 University Drive
Augusta, Maine 04330
ATTN: Robin Cyr, IT Sourcing Manager**

Email: robin.cyr@maine.edu

Refer to table in **Section 1, 1.4 Timeline of Key Events** for deadline requirements.

1.6 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

1.7 Award Protest

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

1.8 Confidentiality

The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to 5 participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

1.9 Costs of Preparation

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.10 Debarment

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

1.11 Proposal Understanding

By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.12 Proposal Validity

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

1.13 Non-Responsive Proposals

The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.

1.14 Proposal Submission

A **SIGNED** original and one virus-free electronic copy (e.g., CD, thumb drive) must be submitted to the **Office of Strategic Procurement, University of Maine System, Robinson Hall Room 132, 46 University Drive, Augusta, Maine 04330**, in a sealed envelope by **July 31, 2014** to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED. The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
July 31, 2014
RFP # 02-15

1.15 Authorization

Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

Section 2

2.0 General Terms and Conditions

2.1 Contract Administration

The Office of the Chief Procurement Officer or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

2.2 Contract Documents

If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.3 Contract Modification and Amendment

The parties may adjust the specific terms of this Contract (except for pricing) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.

2.4 Contract Term

The Contract term shall be for a period of <<ENTER TERM>> commencing upon the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for two additional one periods. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

2.5 Contract Quantities

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

2.6 Contract Data

The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data.

2.7 Contract Validity

In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

2.8 Non-Waiver of Defaults

Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.

2.9 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within seventy-two (72) hours the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

2.10 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.

2.11 Clarification of Responsibilities

If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

2.12 Litigation

This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.

2.13 Assignment

Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

2.14 Equal Opportunity

In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.

2.15 Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.

2.16 Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with State Law)

The **University of Maine System** shall be named as Additional Insured on the Commercial General Liability insurance and as additional insured and certificate holder.

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System
Risk Manager
16 Central Street
Bangor, Maine 04401**

2.17 Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.18 Payments

Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.

2.19 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

2.20 Sexual Harassment

The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice.

2.21 Smoking Policy

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.

Section 3

3.0 Submission Requirements

This section contains instructions for Bidders to use in preparing their proposals. The Bidder's proposal must follow the outline used below, including the numbering and section and sub-section headings as they appear here. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the proposal being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Re-phrasing of the content provided in this RFP will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Bidder's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

3.1 Format

- 3.1.1 Proposals are to be prepared on standard 8-1/2" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the bid. Manuals and other reference documentation may be bound separately.
- 3.1.2 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 3.1.3 Bidders are asked to be brief and to respond to each question and instruction listed in the "**Submission Requirements**" section of this RFP. Number each response in the proposal to correspond to the relevant question or instruction of the RFP.
- 3.1.4 The Bidder may not provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Any material exceeding the bid limit will not be considered in rating the bid and will not be returned. Bidders shall not include brochures or other promotional material with their bid. Additional materials will not be considered part of the bid and will not be evaluated.
- 3.1.5 Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in the RFP.

- 3.1.6 Bidders should complete and submit the bid cover page provided in **Appendix A** of this RFP and provide it with the Bidder's bid. The cover page must be the first page of the bid. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The bid cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 3.1.7 It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.
- 3.1.8 Contents
The proposal shall be submitted under the same cover at the same time, in the four (4) distinct sections noted below:

Section I Organization Qualifications and Experience

1. Appendix A – University of Maine System Bid Cover Page and table of contents.
2. Provide responses for each requirement in Section 4:
 - a. 4.1 Organizational Qualifications and Experience
 - b. 4.2 Financial Stability
 - c. 4.3 References
 - d. 4.4 Economic Impact within the State of Maine
3. Attach a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 2.17 Contractor's Liability Insurance.

Section II Pricing

1. Provide responses for each requirement in Section 4:
 - 4.5 Cost Proposal
 - Exhibit 1 (Table 1)
 - Exhibit 1 (Table 2)
 - Exhibit 1 (Table 3)
 - Exhibit 1 (Table 4)

Section III Proposed Services

1. Provide responses for each requirement in Section 5:
 - 5.0 Business Functional Requirements (Matrix Section) Exhibit 2

2. Provide responses for each requirement in Section 6:
 - 6.0 Business Functional Requirements (Narrative Section)
3. Provide responses for each requirement in Section 7:
 - 7.0 Technical Requirements

Section IV Attachments

1. Any remaining attachments required as part of the response.

Section 4

4.0 Organizational Qualifications, Experience, Financial Stability, References and Costs

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond. When a description, explanation or other response is not required such as in **Section 6, paragraph 6.1.1**, a simple acknowledgement such as "UNDERSTOOD" will suffice.

4.1 Organizational Qualifications and Experience

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 4.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 4.1.3 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 4.1.4 Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
- 4.1.5 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors?
- 4.1.6 Describe your firm's understanding of the current higher education fund raising and advancement market to address the business requirements. What challenges do higher education organizations face in this area of constituent engagement management, and how would your solution support our goals?
- 4.1.7 The Bidder shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of the RFP. Resumes shall include education, experience, license, and/or certifications of each individual.

4.2 Financial Stability

The Bidder shall provide with the RFP response proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this RFP.

4.3 References

Finalists will be required to provide at least three (3) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with vendor for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System.

4.4 Economic Impact within the State of Maine

In addition to all other information requested within this RFP, each Bidder must dedicate a section of its proposal to describing the Bidder's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's proposal, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

4.5 Cost Proposal

4.5.1 General Instructions:

4.5.1.1 The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of **August 25, 2014** and an end date of **August 25, 2017** in preparing this section.

4.5.1.2 The cost proposal shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFP requirements.

4.5.1.3 Failure to provide the requested information and to follow the required cost proposal format provided in Appendix B may result in the exclusion of the proposal from consideration, at the discretion of the University.

4.5.1.4 No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the University may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

4.5.2 Cost Proposal Form Instructions – Appendix B

4.5.2.1 The Bidder **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1 contact robin.cyr@maine.edu

Section 5

5.0 Business Functional Requirements (Matrix Section)

This section contains a business requirements evaluation matrix, refer to Exhibit 2 – Requirements Evaluation Matrix, file name **#04 - RFP 02-15 - Exhibit2 - CRSBusinessRequirements-EvaluationMatrix.xls**. All responses to the requirements in the business requirements evaluation matrix **MUST** reflect one of the following Bidder responses;

- **YES** - This response indicates the Bidders' solution includes the business functionality noted in the requirement.
- **PARTIAL** – This response indicates the Bidders' solution partially includes the business functionality noted in the requirement. For this response Bidders **MUST** indicate what is included and indicate if system modification, additional products or vendors, costs or if any other accommodation would be necessary to meet a requirement.

A total cost figure for each CATEGORY in the Business Requirements Evaluation Matrix **MUST** be included in TABLE 2 of Appendix B. For tracking purposes please note Section 5.0 and the CATEGORY (Section 5.0 – Category Name) in the Description column of the TABLE 2.

- **NO** – This response indicates the Bidders' solution does NOT include the business functionality noted in the requirement. For this response Bidders **MUST** indicate, if system modification, additional products or vendors, costs or if any other accommodation would be necessary to meet a requirement.

A total cost figure for each CATEGORY in the Business Requirements Evaluation Matrix **MUST** be included in TABLE 2 of Appendix B. For tracking purposes please note Section 5.0 and the CATEGORY (Section 5.0 – Category Name) in the Description column of the TABLE 2.

- **REMEDICATION PLAN OFFERED** – This response indicates the Bidder is offering a remediation plan for resolving either a 'NO' or "PARTIAL" answer. For this response Bidders **MUST** provide a description of the remediation plan offered either in the comment column on the spreadsheet or within a separate document, if separate document please note the document name in the comment column.

For a copy of the excel version of Exhibit 1 contact Robin Cyr at robin.cyr@maine.edu

Section 6

6.0 Business Functional Requirements (Narrative Section)

All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Bidders **MUST** indicate if system modification, additional products or vendors, costs or if any other accommodation would be necessary to meet a requirement.

Responses to each requirements below should be in order and clearly marked with the section number to which they respond. When a description, explanation or other response is not required such as **Section 6, paragraph 6.1.1** a simple acknowledgement such as "**UNDERSTOOD**" will suffice.

6.1 Multi-Institution Capabilities

6.1.1 Though this RFP is primarily for University of Maine, all campuses in the University of Maine System and entities, such as, the University College, must be afforded the use of this solution, with all the same terms and conditions.

6.1.2 The University of Maine System consists of seven unique institutions throughout the state, as well as the Maine Law School and affiliated entities. We employ numerous software applications to support our diverse business needs. In some cases those solutions are unique to a department or institution; in other cases all campuses operate in the same database instance. Our student information system is one example of an enterprise system where all institutions operate in a single database with security in place to control access to information.

While we are a University System, our institutions are unique in location, academic offerings, service to students and alumni, and fundraising efforts. Any solution that would support all institutions in a single instance must have configurable security such that staff at each institution may only see and take action on records related to their institution.

6.2 General Requirements

6.2.1 How, if at all, does your company share best practices among client universities?

6.2.2 How many colleges and universities are you supporting in terms of providing recruitment and compliance needs for compliance offices and sport programs? To what extent are you working with public universities to support these activities?

6.2.3 Describe how your solution enhances peer to peer engagement among alumni and other constituents to help colleges and universities reach their recruitment and compliance goals.

6.2.4 What "canned" reports are available from your solution to help our university measure increased engagement among constituents? What other partners (such as Google Analytics) do you promote?

- 6.2.5 How will your solution assist us with analyzing constituent behavior in terms of geographic differences, demographic differences (age), gender differences, etc. so that we can fine tune our engagement approaches to be more successful?
- 6.2.6 Please describe the process which allows cross referencing of recorded calls from the application against all cell and landline phone bills.
- 6.2.7 Regarding roster management, please explain in detail how you track the following areas:
 - 6.2.7.1 Academic progress.
 - 6.2.7.2 Financial aid limits, student-athlete and teams.
 - 6.2.7.3 Athletic participation.

6.3 Implementation Requirements

- 6.3.1 Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
- 6.3.2 Describe your project management approach. What project management tools do you use? Describe the project management offered as part of a standard implementation.
- 6.3.3 Indicate your timeline from implementation start to "go live" date. Provide task lists and timelines for a standard implementation.
- 6.3.4 Outline the staffing and composition of the implementation team. Include University staff and roles, vendor staff and roles, and proposed hours required for successful implementation.
- 6.3.5 Implementation roles and responsibilities - Please elaborate on the project team required and time commitment to implement your software including functional and technical resources within the University. A sample project plan would be helpful.
- 6.3.6 Identify any third party vendors involved in your implementation strategy and describe these relationships. Indicate whether these relationships are required or optional for implementation of the proposed solution. Be sure to detail associated costs and requirements related to the third party vendor.

6.4 Training Requirements

- 6.4.1 Describe the training options available in support of this product and implementation. Include training for functional and technical users.

- 6.4.2 Describe the training methods available such as on-site, online instructor led, online self-help, documentation, etc.
- 6.4.3 Describe your training best practices and what you would recommend for a successful implementation of this product.

6.5 Support Requirements

- 6.5.1 Is there a customer portal available for clients to report issues and obtain information via a knowledge base? What is the process for reporting issues and seeking assistance? What are your turn-around times?
- 6.5.2 Do you support user groups or advisory boards for the proposed solution? Do they operate independently from your company? Are they national or regional? How large is the user community? Please explain.
- 6.5.3 What services or events do you offer clients to maximize or leverage the features/functionality of the solution?
- 6.5.4 Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs?
- 6.5.5 Please provide a detailed account of your actions should you miss an SLA. Include a description of the actions you would take to assure the lapse did not occur again. Would the University of Maine System be eligible for subscription fee credits as a result of the lapse?
- 6.5.6 How do you obtain and prioritize feedback for changes or enhancements to your solution? (i.e. user groups, customer service, company representatives, etc.) To what degree do you rely on developers outside your organization to stay on top/ahead of the quickly changing technology field and what types of contributions are they able to make?
- 6.5.7 Please explain your customer service philosophy and structure including:
 - 6.5.7.1 How will you support coaches and staff?
 - 6.5.7.2 What is the organizational setup of your service area?
 - 6.5.7.3 Are all capabilities and elements of your services owned and operated by you? Please explain the details about any services provided by a third party, including how they are serviced?

Section 7

7.0 Technical Requirements

All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Bidders **MUST** indicate if system modification, additional products or vendors, costs or if any other accommodation would be necessary to meet a requirement.

Responses to each requirements below should be in order and clearly marked with the section number to which they respond. When a description, explanation or other response is not required such as **Section 6, paragraph 6.1.1** above, a simple acknowledgement such as "**UNDERSTOOD**" will suffice.

7.1 Technical Requirements – General

- 7.1.1 What are the underlying technologies for the component(s) provided by third-party technology partner(s)?
- 7.1.2 What security protections are provided by the third party? Can they show evidence that they have been audited, accredited, or reviewed by an independent auditor?
- 7.1.3 Provide the third-party technology partner(s) name(s), address(es) and contact(s), as well as explain additional costs or fees associated with the components.
- 7.1.4 Provide a description of your change management practice. In particular, how are we notified of changes in the software and are updates and upgrades opt-in or mandatory?
- 7.1.5 Provide a description of your business continuity management practice. Is the software deployed in multiple sites (data centers), how often is data synchronized between the data centers and how long of an outage would there be if we had to switch to another site?
- 7.1.6 Include a description of the provisions available for data storage. In the description please clarify the data ownership rights and responsibilities of the parties and provisions for the University obtaining the data if required?

7.2 Technical Requirements – Data

- 7.2.1 Does your company provide full data hygiene, including comparing several data sources, removal of duplicate records, formatting, programming and providing follow-up response data in formats approved by our institution for importing into our systems?
- 7.2.2 We require policies and procedures which insure the integrity of University of Maine System data in case of system failure. Explain your backup and disaster recovery policies.
- 7.2.3 Does your company provide full data hygiene, including comparing several data sources, removal of duplicate records, formatting, programming and

providing follow-up response data in formats approved by our institution for importing into our systems?

7.2.4 Does your solution have the ability to schedule import/exports?

7.3 Technical Requirements – Interface Data Exchange

7.3.1 Include a statement that the solution proposed will comply with the high-level Interface Data Exchange Requirements, outlined in **Appendix D – Interface Data Exchange Requirements** contained within this document. The statement will include language that indicates there is an understanding that the Interface Data Exchange may require additional requirement definition and that the solution proposed considers this task and the resulting work in scope.

7.3.2 Detail what security protections for the Interface Data Exchange are afforded by the solution proposed?

7.3.3 Does your solution support needs for sharing and linking data with other applications and databases?

7.3.4 Does your solution allow easy integration with other applications including desktop tools (i.e. Microsoft Office Professional Suite (Word, Excel, PowerPoint, Access Data set)?

7.3.5 Does your system provide for auto/mass load of new records (including ID records), matching on IDs where necessary (non ID records) to obtain data from external sources? Users **MUST** be able to perform the load, preview it online, and set additional rules before committing it to the database. It is preferable that a wizard or other user aid be available for this purpose. Some "uploads" may be updating existing records.

7.4 Technical Requirements – Accessibility

7.4.1 Include a statement that notes your acceptance to the conditions stated in Appendix E, Accessibility Standards, as part of the agreement.

7.4.2 Explain how your product provides the highest degree of accessibility to all users, including users who may have an impairment or disability. Describe the product's capacity to interface with peripherals, software and assistive technologies used by students, teachers and others with visual, hearing, mobility, communication and/or cognitive impairments. The University of Maine System policy on accessibility may be reviewed here: <http://www.maine.edu/wp-content/uploads/2013/11/IV-A-Accessibility-of-Prog-Serv-and-fac.pdf>

7.5 Technical Requirements – Security

- 7.5.1 Describe how University data will be protected from unauthorized access or disclosure within your organization.
 - 7.5.1.1 What type of encryption (if any) is used for both transmission and storage?
 - 7.5.1.2 What measures are used to segregate University data from other clients' data?
 - 7.5.1.3 Describe the architecture including any external data feeds or outputs.
 - 7.5.1.4 Provide a statement that clearly lays out your position regarding the sharing of our data with any outside agency.

- 7.5.2 Explain the methods by which your system authenticates users and authorizes access.
 - 7.5.2.1 Describe how user accounts are created and administered in the system.
 - 7.5.2.2 How does this system provide for different levels of role-based security?
 - 7.5.2.3 Do you plan to offer a solution to integrate with our Identity Management System? If so, describe how you deliver this solution.
 - 7.5.2.4 If your solution is not web-based, how will users securely access the system remotely?
 - 7.5.2.5 Describe the logging capabilities of the system (auditing from within the applications as well as outside the application).

- 7.5.3 Describe what you have in place to ensure that our data is protected against loss.
 - 7.5.3.1 What is your backup policy to include how often your data is backed up, how long backups are retained, and whether backups are stored off site?
 - 7.5.3.2 How do you assure business continuity in the face of a catastrophic event like a network outage or data center failure? Comment on what we could expect by way of service disruptions and the speed of recovery.

- 7.5.4 Describe measures that do take to ensure your software is secure.
 - 7.5.4.1 Is there a framework or methodology for testing software?
 - 7.5.4.2 Describe your code review process to include whether the code reviews are external, when last performed, and whether we can see the results.
 - 7.5.4.3 If a web application, what protections do you employ against the most critical web security flaws including: SQL injection, XSS, Broken authentication and session management?

- 7.5.5 Describe your information security policy and practices.

- 7.5.5.1 What measures including training, processes, and/or background checks do you take to ensure employees will safeguard data?
- 7.5.6 Can you show evidence that you have been audited, accredited or reviewed by an independent auditor, e.g. SSAE-16? If so, please include the documentation as part of your submission.
- 7.5.7 What third-party technology partners will be used and what security protections are provided by the partners? Include any evidence that they have been audited, accredited, or reviewed by an independent auditor?
- 7.5.8 Include a statement that notes your acceptance to the conditions stated in Appendix C, Standards for Safeguarding Information, as part of the agreement.

Section 8

8.0 List of Appendices and Related Documents

This section lists documents which are included in the RFP.

- 8.1 Appendix A – University of Maine System Proposal Cover Page
- 8.2 Appendix B – Cost Proposal Form
- 8.3 Appendix C – University of Maine System Standards for Safeguarding Information
- 8.4 Appendix D – Interface Data Exchange Requirements
- 8.5 Appendix E – Accessibility Standards
- 8.6 Exhibit 1 – Tables 1, 2, 3, 4
- 8.7 Exhibit 2 - BusinessRequirements-EvaluationMatrix.xls

Section 9

9.0 APPENDICES

Appendix A - University of Maine System Proposal Cover Page

**University of Maine System
PROPOSAL COVER PAGE**

**RFP # 02-15
(Athletic Compliance & Recruiting Solution)**

Bidder's Organization Name:		
Chief Executive - Name/Title:		
Tel:	Fax:	E-mail:
Headquarters Street Address:		
Headquarters City/State/Zip:		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Proposal - Name/Title:		
Tel:	Fax:	E-mail:
Street Address:		
City/State/Zip:		

Proposed Cost:	
<i>The proposed cost listed above is for reference purposes only, not evaluation purposes. In the event that the cost noted above does not match the Bidder's detailed cost proposal documents, then the information on the cost proposal documents will take precedence.</i>	

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

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

Authorized Signature

Date

Name and Title (Typed)

Appendix B - Cost Proposal Form

**University of Maine System
COST PROPOSAL FORM**

**RFP # 02-15
(Athletic Compliance & Recruiting Solution)**

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

Identify all costs by year, for three (3) years to be charged for performing the services necessary to accomplish the objectives of the contract.

Note regarding total cost of ownership: This "cost" will encompass the entire solution pricing along with all services and necessary customizations. If there are additional components or modules that are not included in the offering, they must be identified and itemized as "optional" and include all software, maintenance/support, hosting services, professional services, integration, and customization costs, as applicable. All items identified in the proposal (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this RFP response unless expressly stated otherwise.

Indicate all options available for licensing including (if applicable) named licenses, concurrent users, unlimited, etc. Make note of any multi-campus or other discounts as appropriate.

The Bidder is to submit a fully detailed budget, to include number of estimated hours and their associated hourly rate which shall be inclusive of staff costs, administrative costs, travel costs, and any other expenses necessary to accomplish the tasks and to produce the deliverables under the contract.

This budget should include pricing for any customization, change request pricing, licensing and maintenance agreement pricing, and growth and enhancement pricing.

IMPORTANT – Please do NOT change any formatting on the response sheet in any manner (such as merged cells). You can add rows required to insert additional information. If a particular cost table is not required as part of your proposal simply leave it blank.

INSTRUCTIONS FOR – Exhibit 1 (Table 1) - Licensing and Maintenance Agreement Pricing and/or Data Maintenance / Subscription Pricing

The University needs to understand the associated lifecycle costs for your proposed system or service. For solution proposals that leverage the University's existing hardware and software investments, the Bidder must provide which licenses and maintenance agreements the University needs to maintain. For solution proposals that do not leverage the University's existing hardware and software investments, the Bidder must provide what additional equipment, licenses, and maintenance agreements we would need to purchase.

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

Item Description Provide a brief description of each item, including whether it is a hardware or software investment, the University will need purchase or maintain in order to use your proposed system or service both during and after the period of performance period listed in this RFP.

Period of Coverage is the time period the licensing and maintenance is in effect. For some items, there may be a period of coverage during the contract with separate renewal periods (e.g., annual) that follow project completion. Please list all associated periods of coverage.

Cost All licensing and maintenance agreement pricing should include rates during the contract period, and anticipated future rates.

Exhibit 1 (Table 1) –Bidders will use this attachment, specifically Table 1 to record all costs associated with this section. For a copy of the excel version of Exhibit 1 contact Robin Cyr at robin.cyr@maine.edu

INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Pricing for Custom Features Deliverables

- Your list of deliverables should trace back to the objectives and requirements listed in Sections 3, 4 and 5. Where a requirement is addressed by your product or service without customization, indicate that under the Explanation and reference the Licensing and Maintenance schedule above.
- Total compensation for services rendered and deliverables shall include any hourly billing rate and all expected related expenses, both actual and administrative.
- Costs for subcontractors are to be broken out separately.

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

Exhibit 1 (Table 2) –Bidders will use this attachment, specifically Table 2 to record all costs associated with this section. For a copy of the excel version of Exhibit 1 contact Robin Cyr at robin.cyr@maine.edu

INSTRUCTIONS FOR - Exhibit 1 (Table 3) - Change Request Pricing

The University has a formal change request and change request documentation process to manage changes to project baselines (e.g., contractual, requirements, and design). The change request process requires the University to evaluate costs associated with change request. Therefore, we need to know what the University will be charged for making changes to the project baselines.

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

Name/Role if Individual Depending on the nature of the change request, different individuals will be responsible for making the change. List the name or role of individuals from you organization that would be responsible for making changes.

Hourly Rate is the hourly dollar amount that may be invoiced as a result of making the approved change. Change Requests will require prior written approval from the University Project Manager or Project Sponsor. You shall warranty your work for a period of ninety (90) days from date of University's acceptance.

Exhibit 1 (Table 3) –Bidders will use this attachment, specifically Table 3 to record all costs associated with this section. For a copy of the excel version of Exhibit 1 contact Robin Cyr at robin.cyr@maine.edu

INSTRUCTIONS FOR - Exhibit 1 (Table 4) - Growth and Enhancement Pricing

Growth and Enhancements are products or services not included in the baseline pricing that we may want to purchase at a later date. These may vary by vendor response. There is no penalty for not completing this section.

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

Item Description Provide a brief description of your product or service.

Cost Provide the total cost of your product or service, including licensing and maintenance agreement pricing.

Exhibit 1 (Table 4) –Bidders will use this attachment, specifically Table 4 to record all costs associated with this section. For a copy of the excel version of Exhibit 1 contact Robin Cyr at robin.cyr@maine.edu

Appendix C - University of Maine System Standards for Safeguarding Information

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

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

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

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

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

3. Return or Destruction of Compliant or Business Sensitive Information:

A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.

B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.

C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

4. Term and Termination:

A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement

5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.

7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 2 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Information in or on Contractor facilities, the following additional clauses apply.
 - A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
 - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made

disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.

- C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
- D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
- F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
- G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.

13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

UNIVERSITY

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

CONTRACTOR

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

Appendix D - Interface Data Exchange Requirements

1. Data interface will be for PeopleSoft Campus Solutions.
2. We will expect that data to be refreshed nightly to reflect the current status of a student/recruit in PeopleSoft.
3. Specific data types to interface will be fully scoped as part of an implementation process, but the following are likely data elements that we foresee exchanging or referencing:
 - a. Student Demographic Data:
 - i. Student ID
 - ii. Name
 - iii. Date of Birth
 - iv. Campus Housing Status
 - v. Residency (in or out of state)
 - vi. Gender
 - vii. Ethnicity
 - viii. Contact Info
 - b. Academic Information:
 - i. Current course registration (including number of credits, course names, instructor names)
 - ii. GPA
 - iii. Academic standing
 - iv. Midterm grades
 - v. Final grades
 - c. Financial Aid Information:
 - i. Aid Type
 - ii. Aid Amount
 - d. Other:
 - i. Admissions/Application Status

Appendix E – Accessibility Standards

Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this agreement, and the “Web Content Accessibility Guidelines (WCAG) 2.0” published by www.w3.org.

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

The University, at its discretion, may at any time test the vendor's products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.

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

EXHIBIT 1 - (TABLE 1)

Licensing Maintenance Schedule and/or Data Maintenance / Subscription Pricing

Bidders Name:							
TABLE 1A				Licensing Maintenance Schedule			
#	Item Description	Initial Cost (One Time)	Per Unit (as required)	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total Cost
	University Name: University of Maine System (All Campuses)						
1							0.00
2							0.00
3							0.00
4							0.00
5							0.00
6							0.00
7							0.00
8							0.00
9							0.00
10							0.00
Total Cost By Year		0.00		0.00	0.00	0.00	
Subtotal Cost (3 Years)							0.00
Less Discount							0%
Total Cost (3Years)							
Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.							
List explanations and assumptions here:							
-							
-							
-							
-							
-							
-							
-							
-							
Bidders Name:							
TABLE 1B				Licensing Maintenance Schedule			
#	Item Description	Initial Cost (One Time)	Per Unit (as required)	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total Cost
	University Name: University of Maine (Orono)						
1							0.00
2							0.00
3							0.00

EXHIBIT 1 - (TABLE 1)
 Licensing Maintenance Scehdule and/or Data Maintenance / Subscription Pricing

4							0.00
5							0.00
6							0.00
7							0.00
8							0.00
9							0.00
10							0.00
	Total Cost By Year	0.00		0.00	0.00	0.00	
	Subtotal Cost (3 Years)						0.00
	Less Discount						0%
	Total Cost (3Years)						
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.						
	List explanations and assumptions here:						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
	-						
TABLE 1C							
#	Item Description	Initial Cost	Per Unit (as required)	Year 1 Cost	Year 2 Cost	Year 3 Cost	Total Cost
	University Name: Incentive Pricing All Other Campuses						
1							0.00
2							0.00
3							0.00
4							0.00
5							0.00
6							0.00
7							0.00
8							0.00
9							0.00
10							0.00
	Total Cost By Year	0.00		0.00	0.00	0.00	
	Subtotal Cost (3 Years)						0.00

EXHIBIT 1 - TABLE 3
Change Request Pricing

Bidders Name:		
#	Name / Role of Individual	Hourly Rate
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.	
	List explanations and assumptions here;	
	-	
	-	
	-	
	-	
	-	

EXHIBIT 1 - TABLE 4
Growth and Enhancement Pricing

Bidders Name:				
#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
	Include additional explanation of costs and list assumptions that could influence the cost of growth and enhancement pricing.			
	List explanations and assumptions here			
	-			
	-			
	-			
	-			
	-			

#	Category	Description	Bidder Response 'Yes/No/Partial'	If "Partial or No" Remediation Plan Offered - 'Yes/No'	if 'PARTIAL' please explain and provide remediation plan if remediation is offered. Attach additional supporting information for remediation plan as required.
1	Mobile Applications	Ability to support mobile phone application for the Blackberry, Android, and iPhone.			
2		Ability to make phone calls directly from the application and have automatic call tracking with the ability to proactively tell coaches that they will have a violation if they make the call when it is impermissible			
3		Ability to automatically cross reference recorded calls from the application against all cell and landline phone bills.			
4		Ability to automatically track calls made outside the application			
5		Ability to have inbound calls show up in prospect profile			
6		Ability to support native tablet application for iPad.			
7		Ability to provide easy to access prospect information, add new prospects, add contacts/evaluations, scouting notes, and call/email/text.			
8	NCAA Rules Engine	Ability to provide a rules engine which is customizable by the end-user. Examples of applicable NCAA rules including 1) phone call logging, 2) countable athletically related activities, 3) contact evaluation countable days, etc.			
9	Prospect Management	Ability to record family, academic and compliance information into the application database.			
10		Ability to record designate recruiters by school ETS number			
11		Ability to record obtain directions to locations			
12		Ability to attach documents			
13	Questionnaire	Ability to produce customizable questionnaires for each team.			
14		Ability to have a designated URL for the team's questionnaire that could be placed on the team's website.			
15		Ability to electronically load and manually enter completed questionnaires into the recruiting database or deny the prospect's data.			
16	Roster Management	Ability to manage current roster of student-athletes and house their demographic data including: 1) local addresses, 2) parents' address(es), etc.			
17		Ability to break student-athletes within team into specialty groups.			
18		Ability to convert recruits to student-athletes.			
19		Ability to convert student-athletes to alumni.			
20	Written Communication	Ability to email template designed for each sport program.			
21		Ability to send emails (singularly, by group and in mass) to recruits, student-athletes, alumni and boosters.			
22		Ability to obtain metrics on emails to see what emails were opened and where.			
23		Ability to send mass texts to recruits and student-athletes that show up from existing phone numbers.			

24	Film Logging	Ability to fully integrate film logging database for online and physical media.			
25	Travel Itineraries	Ability to set team itineraries and communicate such reports with the Compliance Office and the Business Office.			
26	Compatibility with Peoplesoft	Ability to communicate with the University's Peoplesoft system to ensure academic and financial information is monitored within the NCAA rules.			
27	Countable Athletically Related Activities	Provides a playing and practice season solution that is fully integrated into both the recruiting and compliance solutions.			
28		Ability for coaches to enter all CARA activities into a calendar that has all NCAA Playing and Practice Season rules built in.			
29		Ability to confidentially verify participation hours with student-athletes.			
30	Student-Athlete Class Enrollment and Scheduling	Ability to upload course enrollment data and track student-athlete academic progress.			
31	Department-wide Forms	Provides an online form system allowing: - student-athletes to complete all required forms online - required compliance forms for monitoring staff, coaches and team - ability to store forms for several years per NCAA statute of limitations - have auto fill capabilities			
32	Department Workflow System	Ability to route information and forms throughout the Athletics department for approval keeping the work paperless.			
33	Rules Education Training	Provides an established system where rules education training to student-athletes, coaches, and university staff members.			
34	Compliance Dashboard	Ability to view recruiting information gathered in the system.			
35		Ability to view potential violations in a centralized location			
36		Ability to view official/unofficial visits.			
37		Ability to view recruiting person days.			
38		Ability to view contacts and evaluations.			
39	Standardized and Ad-hoc Reports	Ability to have standard reports and easily create customizable reports.			
40	NCAA Reporting Capability	Ability to export files for NCAA Academic Progress Rate, Graduation Success Rate, and Sport Sponsorship reporting so information would not have to be maintained and updated in two locations, Compliance Assistant and software solution, simultaneously.			
41	Centralized Camp System	Provide an online camp registration and PCI compliant payment portal for camps run by coaching staffs and/or the institution.			
42		Provides a website with a graphic design element and collect camp registrants, administer them and run various reports on attendance and camp attendees.			
43		Ability for coaches to move campers to the prospective student-athlete database and keep a history of all camps attended by each athlete.			

44	Data Conversion from Other Recruiting Services	Ability to seamlessly transition data from other recruiting software systems and existing recruiting databases to the new system.			
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