



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

**Customer Relations Management (CRM) Solution
University of Southern Maine**

RFP # 08-14

ISSUE DATE:
October 10, 2013

PROPOSALS MUST BE RECEIVED BY:
Wednesday, November 6, 2013

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System, acting on behalf of the University of Southern Maine, is seeking proposals for the provision of a comprehensive Customer Relationship Management (CRM) solution that will allow our admissions and marketing teams to work together to plan, implement, and analyze integrated print, e-mail and telephone campaigns to prospective students via a shared system(s).

For the purposes of this RFP, we are seeking a solution to support our offices of Undergraduate and Graduate Admissions.

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 Background: The University of Maine System is made up of seven institutions across the state. For this project, the University of Southern Maine (USM) will be the first school to implement the new CRM system. The University of Maine (UM) is also committed to implementing the product, but will likely come on board some time after USM. Once we've had a chance to use and understand the system, our other five campuses will determine whether the product is right for them. USM and UM are our largest institutions, so their needs are often more complex than the other schools. If the product is scalable it may work for all seven. If not the smaller campuses will pursue a less complex solution.

The University of Southern Maine (USM) (www.usm.maine.edu) is a comprehensive, regional, public university offering undergraduate and graduate degree programs as well as professional and continuing education courses. Princeton Review has cited USM as one of the Best Colleges in the Northeast and our AACSB-accredited business school as one of the best business schools. Our faculty are recognized nationally and have reached the highest credentials in their field, using their extensive knowledge and expertise to create an outstanding academic experience for our students.

The University of Southern Maine attracts a talented and diverse student population ranging from traditional undergraduates to working adults. We engage academically motivated students with a thought-provoking educational environment that challenges their intellectual capacities. In all of its programs, the University seeks to enhance the self-development of students so they will become informed and effective participants in their communities and in all of their subsequent educational and vocational pursuits. This is supported through a vast network with private and non-profit organizations throughout the state of Maine. To that end, USM provides engaging and supportive living and learning environments and encourages students' active participation in residential life, student organizations, recreational and athletic programs, and cultural and social events.

Our undergraduate students total 7,407 and our Graduate students total 1,693. We have three campuses located in Portland, Gorham, and Lewiston, Maine and many of our courses and degree programs are offered online. We are one of seven Universities that make up the University of Maine System. Like many universities across the United States, USM is facing

declining enrollments due to a variety of external factors. It is critical to remain competitive, and one way we are seeking to achieve this is by implementing a robust CRM to not only enhance our recruitment and marketing outreach, but also our ability to track and analyze effectiveness.

- 1.4 Scope and Goals: USM admissions and marketing teams work together to develop and implement recruitment/marketing outreach to prospective students. Our lists come from higher education sources such as third party vendors (e.g. names purchased through the SAT student search service) as well as our own lists cultivated via direct inquiries (such as names collected at college fairs, our online web forms, and so forth).

Our current outreach includes print pieces such as letters and postcards. In 2012, we implemented e-mail using a third-party Email Service Provider (ESP). This ESP allows us some ability to measure open rates, click-thru rates, spam complaints, etc. Neither our print nor our email efforts are directly connected to our internal database, creating the need for manual entry of leads.

We seek a CRM solution able to support Undergraduate and Graduate prospecting (search), marketing/recruitment, events management, travel management, communications, reporting/analysis, and admissions and operations.

Further, the solution we seek to implement is an intuitive and user-friendly tool that increases and enhances functional users' efficiencies, productivity, capabilities, proactive and seamless interactions/initiatives, and successful enrollment management outcomes.

Our future vision is a CRM solution that is robust and scalable to meet the enterprise-wide needs of multiple campuses and University offices, and spans the entire student lifecycle (prospects/name buys, inquiries, applicants, accepted/admitted applicants, newly enrolled students and current students). In the future vision, campus offices that could utilize the solution would range from financial aid and student records to student success.

We anticipate a contract award by December, 2013. USM seeks to begin implementation as soon as possible with a go live date of July 1, 2014. This will enable us to align with the start of the 2014-15 undergraduate and graduate admissions cycles. Set up, implementation support, and technical and functional user training will be key to meeting the deadline.

- 1.5 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests. Full implementation no later than July 1, 2014, and price, is significant factors and this is a competitive process. However, in selecting the Contractor who presents the best value to the University, price will not be the sole determining factor.
- 1.6 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: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street

Bangor, Maine 04401
hcwells@maine.edu

The deadline for **written (email is acceptable)** inquiries is **October 24, 2013**.
The University will respond to **written** inquiries not later than close of business, **October 30, 2013**.

- 1.7 Award of Proposal: 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 which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. 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 bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission 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.
- 1.8 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement 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.
- 1.9 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 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.

- 1.10 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.11 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.
- 1.12 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.

- 1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.14 Non-Responsive Proposals: The University will not consider non-responsive proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.15 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #08-14

- 1.16 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, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Wednesday, November 6, 2013** to be date stamped by the Office of Strategic Procurement in order to be considered. The RFP response and the pricing template response must be submitted as separate documents / files. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. 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
Due Date November 6, 2013
RFP #08-14

- 1.17 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 Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The office of the Associate Chief Information 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 Office of Strategic Procurement. 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 an initial period of three (3) years commencing upon the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for one to three year periods. The University will consider other contract terms, at its discretion, if proposed and in the best interest of the University
- 2.5 **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.
- 2.6 **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.
- 2.7 **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. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving ninety (90) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **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.

- 2.9 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.
- 2.10 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.
- 2.11 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.
- 2.12 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.
- 2.13 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.
- 2.14 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. Further information regarding this policy is available from the Office of Community Standards, 125 Upton Hall, (207) 780-5242.
- 2.15 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.
- 2.16 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. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

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

Risk Manager
University of Southern Maine
96 Falmouth St, P.O. Box 9300
Portland, Maine 04104-9300

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.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.17 The University of Southern Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

- 2.18 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.19 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.

SECTION THREE

Bidders shall respond to each specification/question in this Section. 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.

3.0 REQUIREMENTS AND RESPONSES:

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. The University prefers starting implementation as soon as possible in 2014. The new system shall be fully implemented no later than April 1, 2014. Bidders shall address their ability to meet the implementation and startup date requirements.

3.1 Multi-Institution Capabilities

- 3.1.1 As stated earlier, the University of Maine System consists of seven unique institutions throughout the state. 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 seven campuses operate in the same database instance. Our student information system (SIS), Oracle's PeopleSoft Campus Solutions, is one example of an enterprise system where all institutions operate in a single database with security in place to control access to information. This is also true for Financials and HR, housed in Oracle's PeopleSoft as well.

Because our institutions vary greatly in size, the same product may not be appropriate for all campuses. However, our intention in purchasing a CRM product is to make it available to all seven institutions, if it turns out to be right-sized for their business needs.

While we are a university system, our institutions are unique in location and academic offerings. For this reason they compete in the area of student recruitment. Any CRM software application that would support all institutions in a single instance must have configurable security such that staff at one institution may only see and take action on data for prospects/students related to their institution. In addition, it is ideal for each student to have only one ID in the system. For example, in Campus Solutions every student has a single ID but may be associated with several 'Academic Institutions'. Students are also identified by 'Career', meaning undergraduate, graduate, law, etc... There are further ways to categorize and associate students, but institution and career are the two main characteristics used. Campus Solutions offers us several layers of security and great flexibility in making sure data is appropriately viewed/used by our staff and students.

Given the nature of our structure, explain the options available to us in your CRM product. Could multiple institutions operate in a single instance with security to ensure the compartmentalization of data by institution? Can students have one ID but be associated with multiple campuses, and multiple careers? Please address these questions in detail including what can be done, what cannot be done, methods, alternatives, business impacts, and pricing/licensing impacts.

3.2 Technical Requirements: Hardware, Software, Maintenance, Support

- 3.2.1 We realize there are often various hosting options. Please describe your Software as a Service (SaaS), hosted, and/or onsite deployment environments. Detail the hardware, software, storage, and database requirements of each environment. For hosted or SaaS environments, please outline uptime and downtime. For SaaS or hosted solutions, please explain if we can query the database.
- 3.2.2 We require test, development and production instances of the CRM solution. Detail how these instances would be provided.
- 3.2.3 We require policies and procedures which insure the integrity of University data in case of system failure. Explain your backup and disaster recovery policies.
- 3.2.3 What are the hardware/software/browser requirements of functional users' desktop and/or laptop computers, phones, and tablets?
- 3.2.4 Detail whether a PeopleSoft Campus Solutions interface is provided as part of the CRM solution, whether it is standard or customized, and whether it is batch or real-time. Would such an interface be two-way and by what means would we define the frequency of data exchange? What security protections are afforded by the interface?
- 3.2.5 Describe past success(es) interfacing your Higher Education CRM solution with PeopleSoft Campus Solutions. Examples should represent clients currently using a CRM solution that is the same, or very similar to, the solution being proposed for the University of Maine System. What was the most difficult implementation and why? Explain how you overcame specific challenges.
- 3.2.6 Do you offer an API and software developer's tool kit for use by the institution's ITS staff? If so, describe how you deliver this solution.
- 3.2.7 What mobile platforms are supported by the CRM solution? How are mobile capabilities implemented? (i.e. mobile-enabled, apps, etc.) How and when are mobile updates provided?
- 3.2.8 Identify which components of your products or services are provided by third-party technology partners. This includes OEM software, hosting, et al.
- 3.2.9 What are the underlying technologies for the component(s) provided by third-party technology partner(s)?
- 3.2.10 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?
- 3.2.11 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.
- 3.2.12 How does the product handle U.S. postal address validation?
- 3.2.13 How often is the software updated and releases made available?
- 3.2.14 Define the documentation and ongoing support provided related to updates and/or releases.

- 3.2.15 What release/version are you proposing for the University when is the next release/version due out?
- 3.2.16 Explain how patches or updates released during implementation would be handled. Describe the change management process.
- 3.2.17 Who is responsible for installing patches, updates and releases?
- 3.2.18 Describe your post-implementation customer support model including any priority system to provide for urgent support, hours of operation, location of support services, methods of support (ticket, phone, chat, etc...) and any planned changes to this model.
- 3.2.19 How many languages does your solution support? Which ones?
- 3.2.20 What is the maximum number of concurrent users logged in simultaneously your system can support? Describe how your system defines concurrent users?
- 3.2.21 Does this solution come with a comprehensive data dictionary of the database?
- 3.2.22 Describe the ability to add fields and tables to the database for local needs (based upon hosting option.)
- 3.2.23 Describe how the vendor and/or client may monitor system performance.
- 3.2.24 Provide a roadmap of your hardware/software solutions that reflects their present states as well as future states for at least the next 18 to 24 months. Include anything that might impact an interface with PeopleSoft Campus Solutions.
- 3.2.25 Provide a copy of your service level agreement and standard maintenance contract.
- 3.3 Access | Permissions | Security
 - 3.3.1 Describe how user accounts are created/administered in the system.
 - 3.3.2 Explain the methods by which your system authenticates users.
 - 3.3.3 Does your CRM solution offer the capabilities to use CAS or Shibboleth for single sign-on? If not what do you use?
 - 3.3.4 Authorization should be handled within the system and provide different levels of access for different jobs or roles within a department or the institution. System functions must be able to be secured at various levels. How does this system provide for different levels of role-based security?
 - 3.3.5 Do you deliver an API to manage the authorization data in our Identity Management System? If so, describe how you deliver this solution.
 - 3.3.6 If your solution is not web-based, how will users securely access the system remotely?
 - 3.3.7 Describe the audit trail capabilities of the system (auditing from within the applications as well as outside the application).

- 3.3.8 Explain your data security model.
- 3.3.9 How often is the data backed up?
- 3.3.10 Do you have offsite backup storage?
- 3.3.11 Are code reviews performed? Please explain.
- 3.3.12 Is there a framework or methodology for testing?
- 3.3.13 If SaaS or hosted, how will data be protected? Address in regards to data retention, encryption, training, etc...
- 3.4 Records Management - We require the ability to manually and/or automatically purge and/or archive student records based upon business rules and policies of the University. Detail the following and explain your solution for each.
 - 3.4.1 Manual and/or automatic process for purging and archiving records. Include an explanation of options for selection the population to purge/archive.
 - 3.4.2 Storage capacity limits of the CRM system related to record retention.
 - 3.4.3 Future access to archived records.
- 3.5 Functional Requirements - Data Management and General Requirements. Describe how the proposed solution handles the following:
 - 3.5.1 Support name and contact information for constituents as well as key admission information (i.e. test scores, supporting documentation, GPA, etc.) and interests (majors, minors, academic, clubs, organizations, sports, activities, etc.).
 - 3.5.2 Ability to recognize and prioritize constituents' multiple addresses (permanent, temporary, etc.), phone numbers (permanent home, parent/guardian, cell, emergency contact, residential hall, etc.) and email addresses (student personal, UMS email, parent, etc.) on an individual record.
 - 3.5.3 Ability to record individualized information about constituents in a free-form field.
 - 3.5.4 Search/match duplicate error checking.
 - 3.5.5 Ability to upload inquiry/search name records in batch (supports CSV, XLSX formats). Explain any limits associated with each load or the overall storage of data.
 - 3.5.6 Search names will be easily differentiated from inquiry data.
 - 3.5.7 Ability to track search name source.
 - 3.5.8 Ability to track search name category (high achieving, multicultural, etc).
 - 3.5.9 Ability to upload search names without IT assistance.
 - 3.5.10 Ability to delete inquiry/search name records in batch.

- 3.5.11 Ability to assign unlimited referral sources (incoming and outgoing).
 - 3.5.12 Ability to house guidance counselor data.
 - 3.5.13 Ability to house parent/family data.
 - 3.5.14 Ability to store application data originating from PeopleSoft for the purposes of communication, event and territory management (see integration section). PeopleSoft tables to be integrated include:
 - ADM_APPL_PROG
 - ADM_AAPL_DATA
 - ACAD_PROG (those records tied to ADM_APPL_PROG by ADM_APPL_NBR)
 - ACAD_PLAN
 - PERSON_CHECKLIST
 - PERSON_CHK_ITEM
 - EXTRACUR_ACTIVITY
 - ADDRESSES
 - SCC_EMAIL_QVW
 - STDNT_CAR_TERM
 - 3.5.15 The CRM will have the ability to differentiate inquiry populations by academic level (career). For example, an inquiry interested in undergraduate, graduate and law should fall under the same inquiry ID, but should be able to store separate data points (e.g. majors of interest, referral sources) by academic level.
 - 3.5.16 Employ a workflow engine created/modified by functional users so that inquiries, communications, operational actions, approvals and transactions may be routed to the appropriate person(s) or campus office(s) based upon complex business rules.
 - 3.5.17 Must allow new or editable data fields (such as promo codes) to be easily added and used as part of data import/export as well as campaigns, communications, tracking, filtering and reporting.
- 3.6 Functional Requirements - Integration with PeopleSoft. Describe how the proposed solution handles the following:
- 3.6.1 Select fields from data residing in tables listed under 3.4.1.14 above for given term range will be mapped from PeopleSoft to CRM on a nightly basis.
 - 3.6.2 Inquiries with application records within a given term range, institution and career will be flagged accordingly, allowing removal of inquiry from any inquiry communication plans.
 - 3.6.3 An inquiry for which matches to an application record for a given term range is found will have a corresponding inquiry record created in PeopleSoft.
 - 3.6.4 In the event that an inquiry record already exists in PeopleSoft, the admit term tied to the PeopleSoft inquiry record will be changed to the match the admit term of the CRM inquiry record.
- 3.7 Data Conversion - Describe how you would support us in converting historical or existing inquiry/search records from PeopleSoft to the new CRM system. Specifically:

- 3.7.1 Map existing inquiry and student search records for specified admit terms from PeopleSoft Campus Solutions to the CRM.
 - 3.7.2 Map existing incoming/outgoing communications data (including date/time) in records tied to 3.6.1 above, to CRM.
 - 3.7.3 Describe the formats used to transfer data (csv, xlsx, etc...).
 - 3.7.4 What University staff roles would be required to accomplish the conversion?
- 3.8 Communications - We seek a CRM solution to effectively manage multiple channels of communications for Undergraduate and Graduate Admissions. Channels may include outbound and inbound emails, direct mail (letters, postcards, etc.), inbound and outbound phone calls, etc.
- 3.8.1 Describe how you would provide the following features and functionality for **all communication channels**
 - 3.8.1.1 Ability to input conditional content based on constituent information into emails and letters.
 - 3.8.1.2 Communications stopped or shifted to alternate campaigns when certain criteria are met (e.g. a student submits an application), while eliminating duplicate communications.
 - 3.8.1.3 A campaign building sequence that is presented in a graphical or Visio style workflow.
 - 3.8.1.4 Campaigns easy to segment and maintain based on marketing campaign criteria; students in multiple campaigns must be identifiable.
 - 3.8.1.5 Manage all opt-outs (email, direct mail & SMS text messaging). Please explain.
 - 3.8.1.6 What does the system offer to ensure the privacy of communications?
 - 3.8.2 Describe how you would provide the following features and functionality for the **email marketing channel**:
 - 3.8.2.1 Ability to personalize subject line and email content with any constituent data we have captured in the system; ability to customize the from line.
 - 3.8.2.2 Controls by functional users to increase or decrease the amount of emails being sent by the system (we do not want any one email constituent to receive more than 2 emails in a single day or 7 emails in a single week, for example).
 - 3.8.2.3 System allows one constituent to have and communicate with multiple e-mail addresses.
 - 3.8.2.4 Automatically handle soft and hard email bounces. Please explain.
 - 3.8.2.5 Ability to create a plain text version of the email (to send without an HTML version or as a Multi-Part MIME email).

- 3.8.2.6 HTML email templates
 - 3.8.2.6.1 Ability for Marketing Team to simply upload HTML, CSS and images for new, custom email template designs as needed.
 - 3.8.2.6.2 HTML editor built into the system for the Marketing Team to make quick edits to emails as needed
 - 3.8.2.6.3 Ability to for Marketing Team to create reusable HTML email templates as needed for emails sent by Admission staff.
 - 3.8.2.6.4 Ability to make certain content areas of the HTML email templates editable by Admission staff.
 - 3.8.2.6.5 WYSIWYG editor for Admission staff to create emails using pre-established email templates.
 - 3.8.2.6.6 Automatically create an editable text version of the email to refine.
- 3.8.2.7 Ability to customize the unsubscribe language as needed.
- 3.8.2.8 Automatically create a web-based version of the email hosted through the CRM
- 3.8.2.9 Forward to a friend functionality.
- 3.7.2.10 Ability to send emails immediately or schedule emails to send on a specific day at a specific time. A minimum of 15-minute intervals for scheduling is required.
- 3.8.2.11 Ability to setup trigger-based emails for certain actions – new inquiries, event attendance “thank you” emails and follow-ups, etc.
- 3.8.2.12 Functionality that allows for simple A/B Split testing of subject line, from line and email design.
- 3.8.2.13 Email client testing that provides a screenshot of how the email rendered in the top email clients, including mobile devices (iPhone, iPad, Android, Gmail, Yahoo! Mail, AppleMail, etc.).
- 3.8.2.14 Spam testing that provides a clear rating system on how the email content performed; include explanations for spam filter failures if available.
- 3.8.2.15 Target constituents based on past actions or lack thereof, such as clicking a link, forwarding an email to a friend, or **not** opening or clicking an email sent.
- 3.8.2.16 Reporting that displays email client usage of email recipients (percentages that use iPhone, iPad, Android, Gmail, Yahoo! Mail, AppleMail, etc.).
- 3.8.2.17 Google Analytics integration (predefined Campaign, Source & Medium)
- 3.8.2.18 Specific Email Marketing Metrics

- Sent
- Delivered
- Delivery Rate (Delivered / Sent)
- Unique opens (not total opens)
- Open Rate (Unique opens / Delivered)
- Unique clicks (not total clicks)
- Click-Through Rate (Unique clicks / Delivered)
- Unsubscribes
- Unsubscribe Rate (Unsubscribes / Delivered)
- Spam Complaints

3.8.3 Describe how you would provide the following features and functionality for **direct mail channel**:

3.8.3.1 Generating hard copy communications in various sizes (letter, postcard).

3.8.3.2 Creating templates in the system which allows for editable and non-editable fields.

3.8.3.3 Generating address labels.

3.8.3.4 Selecting from multiple name types (i.e. primary, preferred, etc).

3.8.3.5 Selecting from multiple address types (business, home, mailing, etc).

3.8.3.6 Including any field tied to a constituent's record (e.g. major of interest, school of attendance, extracurricular activities, contact type).

3.8.3.7 Including variable text derived from logic created by the University.

3.8.4 Describe how you would provide the following features and functionality for other communication channels such as inbound and outbound calls, social media and SMS text messaging.

3.8.4.1 Tracking and reporting of all inbound and outbound calls.

3.8.4.2 Integration, monitoring, tracking and reporting of social media interactions with varied constituents and social media networks.

3.8.4.3 SMS text opt-in management.

3.8.4.4 SMS text messaging, tracking and reporting.

3.9 Event Management - Describe how the proposed solution handles the following:

3.9.1 Track event registration/participation

3.9.2 Ability to enter registrant information for people with no inquiry record (e.g. students' family members; possibly a separate table in CRM for parent/family data).

3.9.3 Supports online form allowing participants to register online. Supports password protection for events not open to the general public.

3.9.4 Web-based/on-line event(s) calendar(s) or listing(s)

- 3.9.5 Attendance caps/capacity limits
- 3.9.6 Automated communications (confirmations, reminders, follow-ups, satisfaction surveys, etc).
- 3.9.7 On-site check-in
- 3.9.8 Guest lists
- 3.9.9 Waiting lists
- 3.9.10 Staff calendaring/scheduling
- 3.9.11 Staff/counselor assignments
- 3.9.12 Event summaries/comparisons/reporting
- 3.9.13 Event planning task/checklists
- 3.9.14 Event expense tracking
- 3.9.15 Attendance summaries
- 3.9.16 Integration with existing inquiry/student search records
- 3.9.16 Mechanism to handle duplicate submissions
- 3.10 Travel Management - Describe how the proposed solution handles the following:
 - 3.10.1 Organize and manage constituents' data.
 - 3.10.2 Organize and attach/archive invitations (emails and PDFs).
 - 3.10.3 Organize and manage constituents' data.
 - 3.10.4 Track event details (date, time, and location).
 - 3.10.5 Organize and track staff expenditures expenses.
 - 3.10.6 Track required travel materials for event/activity.
 - 3.10.7 Allow for input of feedback post-event.
 - 3.10.8 Report activities and outcomes via PDFS, spreadsheets, dashboard, etc...
 - 3.10.9 Integrate with Google Maps.
 - 3.10.10 Display multiple or recruiter specific events in list and calendar formats.
 - 3.10.11 Integrate with Calendars, i.e. Outlook, Google Calendars, iCalendar.
 - 3.10.12 Send attendance confirmation emails.

- 3.10.13 Output shipping address labels for packaging of boxed travel materials.
 - 3.10.14 Analyze expenses to determine Return on Investment (ROI).
 - 3.10.15 Archive travel management activities' details, expenses and results.
 - 3.10.16 Ability to manage territories and connect data points related to counselors' geo-regions.
 - 3.10.17 Ability to connect data points related to recruits and applicants.
 - 3.10.18 Prioritization/rating/ranking/scoring of top feeder schools based upon counselor inputs and applicant/admitted student data.
 - 3.10.19 Create, edit and delete constituent records.
 - 3.10.20 Allow for one high school record to contain multiple contacts and contact information.
 - 3.10.21 Upload constituent lists via wizard from various Higher Education sources, annually or when made available, to create or update database.
 - 3.10.22 Mobile-friendly access from remote locations.
 - 3.10.23 Various permission roles and access levels.
- 3.11 Territory Management - Describe how the proposed solution handles the following:
- 3.11.1 Assign inquiries to admission counselors based on:
 - 3.11.1.1 Inquiry type (sophomore, junior, senior, adult, transfer, international).
 - 3.11.1.2 Geographic territory (EPS code, county, zip code, state, country).
 - 3.11.1.3 Last school attended.
 - 3.11.1.4 Referral source(s).
 - 3.11.1.5 Age.
 - 3.11.1.6 Counselor tied to referral source.
 - 3.11.1.7 Major (program/plan) of interest.
 - 3.11.1.8 Extracurricular activities.
 - 3.11.1.9 Athletics.
 - 3.11.2 Assign applicants to admission counselors based on:
 - 3.11.2.1 Admit type (early first year, first year, transfer, readmit).
 - 3.11.2.2 Geographic territory (EPS code, county, zip code, state, country).
 - 3.11.2.3 Last school attended.

- 3.11.2.4 Major (plan/subplan codes on greatest effective date row of ADM_APPL_PROG or ACAD_PROG table of corresponding application in PeopleSoft).
- 3.11.2.5 Age.
- 3.11.2.6 Counselor tied to referral source.
- 3.11.2.7 Extracurricular activities.

3.12 Online Inquiry Form - Describe how the proposed solution handles the following:

- 3.12.1 Ability for person to complete inquiry form online by institution/career. Data entered on form will be pushed to CRM.
- 3.12.2 Ability to pass values into visible and hidden form fields.
- 3.12.3 Search/match capabilities that prevent duplicate inquiry records from being created upon submission of form (dup checking process could be manual or automated).
- 3.12.4 If CRM inquiry record exists, add term of interest entered on inquiry form to CRM inquiry record if admit term has not previously been assigned.

3.13 Lead Management and Scoring - Describe how the proposed solution handles the following:

- 3.13.1 Score each lead in the CRM system to determine probability to enroll based on defined criteria including:

Actions completed

- 3.13.1.1 Event attendance
- 3.13.1.2 Email response
- 3.13.1.3 Inbound calls
- 3.13.1.4 Outbound call response
- 3.13.1.5 Others as needed

Other constituent data

- 3.13.1.6 Admit type
- 3.13.1.7 Application status
- 3.13.1.8 Enrollment status
- 3.13.1.9 Incomplete requirement checklist items
- 3.13.1.10 Geographic territory (EPS code, county, zip code, state, country)
- 3.13.1.11 Referral source
- 3.13.1.12 Age
- 3.13.1.13 Major (program/plan) of interest
- 3.13.1.14 Event activity
- 3.13.1.15 Housing interest
- 3.13.1.16 Extracurricular activity
- 3.13.1.17 SAT scores
- 3.13.1.18 Others as needed

- 3.13.2 Ability to automate assignment of inquiry/lead to admission counselor based on territory or other criteria, such as the constituent's admit type, age, etc.

- 3.13.3 Ability for admission counselors to sort inquiries/leads by score and date received.
- 3.13.4 For lead management, we require communications and interactions with a single inquiry/lead be viewable through an individual contact record. Describe how you provide.
- 3.13.5 On-screen and exportable call lists for admissions counselors.
- 3.13.6 Ability to create reports on lead/inquiry management.
- 3.14 Reporting - We seek a CRM solution that offers robust reporting tools and pre-delivered and fully customizable reports that reflect the full functionality of the proposed system. Reporting would reflect the outcomes of all recruitment campaigns. More specifically, explain how the proposed solution supports each of the following:
 - 3.14.1 Management reporting tools that can easily be developed and run by functional users.
 - 3.14.2 Data variables that are fully accessible for reporting purposes.
 - 3.14.3 User-friendly reporting environment, i.e. dashboards, visual funnels, etc. that allows easy access to data with minimum amount of training.
 - 3.14.4 Reporting of basic analytics reflecting the effectiveness and Return On Investment (ROI) of campaigns (i.e. successful delivery, bounce backs, open rates, click thru rates, popular links, etc.) by geomarkets and segmented populations.
 - 3.14.5 Reporting available via campus and remote locations.
 - 3.14.6 Reporting able to save data for trend analysis/historical data.
 - 3.14.7 Automated report scheduler with output sent to an intranet, database or report via email.
 - 3.14.8 Reporting to encompass successful and unsuccessful execution of multi-channel communications and outputs.
 - 3.14.9 Reporting related to hardware, software and any other technical aspects of the system.
 - 3.14.10 Reporting/monitoring of functional users' activities and productivity.
 - 3.14.11 Please outline, and if available provide documentation, detailing the robustness of the proposed CRM solution's reporting capabilities.
- 3.15 Implementation
 - 3.15.1 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.
 - 3.15.2 Provide task lists and timelines for a standard implementation. Include examples for vendor hosted or University hosted, if applicable.

- 3.15.3 Outline the staffing and composition of the implementation team. Include University staff and roles, vendor staff and roles, and proposed hours required for successful CRM implementation.
- 3.15.4 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.
- 3.16 Training
 - 3.16.1 Describe the training options available in support of this product and implementation. Include training for functional and technical users.
 - 3.16.2 Describe the training methods available such as on-site, online instructor led, online self help, documentation, etc...
 - 3.16.3 Describe your training best practices and what you would recommend for a successful implementation of this product.
 - 3.16.4 Explain what type of documentation, or help system, is included with the solution.
 - 3.16.5 Do you support user groups or advisory boards for the proposed solution? Do they operate independently from your company? Are they national or regional? Please explain.
 - 3.16.6 What services or events do you offer clients to maximize or leverage the features/functionality of the solution?
 - 3.16.7 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?
 - 3.16.8 How do you obtain and prioritize feedback for changes or enhancements? (i.e. user groups, events, customer service, company representatives, etc.)

SECTION FOUR

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.

4.0 QUALIFICATIONS AND REFERENCES:

- 4.1 **No financial statements are required to be submitted with your proposals**, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.
- 4.2 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.
- 4.3 Describe your experience in the higher education market. Provide a client list that includes any and all higher education clients.
- 4.4 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?
- 4.5 Describe your firm's understanding of the current higher education market. What challenges do universities face in the area of student recruitment, and how would your product support University of Maine System schools in meeting their recruitment goals?
- 4.6 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. The references shall 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). Clients from higher education institutions are strongly preferred, especially those similar in size and requirements to the University of Maine System. Provide the client/company/institution name, contact name and title, mailing address, phone number, and email address.

SECTION FIVE

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.

- 5.0 COST PROPOSAL - Provide a cost breakdown that includes the following:
- 5.1 Include pricing for Saas, vendor hosted, and University of Maine System hosted models if applicable.
 - 5.2 Hardware costs (both server and desktop if applicable) necessary for implementation.
 - 5.3 System and application software, including additional applications suggested for enhanced performance.
 - 5.4 Include pricing for operating system, database and memory/storage backup requirements, if applicable.
 - 5.5 Indicate all options available for licensing including (if applicable) named licenses, concurrent users, unlimited, etc...
 - 5.6 List the costs for implementation of your system in a detailed line by line format to include but not limited to labor, staffing, travel, testing, training, documentation, product literatures/manuals, etc...)
 - 5.7 Detail a maintenance fee schedule for multi-year contracts.
 - 5.8 Inclusive of all costs, provide a breakdown of one-time versus ongoing costs.

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.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A

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.), Drivers 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 12 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.

