



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

University of Maine Website Template Services  
RFP # 08-15  
Issue Date: November 7, 2014

Proposals Must Be Received By: December 19, 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.cyr@maine.edu](mailto:robin.cyr@maine.edu) Phone: (207) 621-3098

# Contents

<b>Section 1</b>	<b>5</b>
1.0 General Information	5
1.1 Purpose	5
1.2 Definition of Parties	5
1.3 Definition of WordPress Environment	5
1.4 Scope of Work	6
1.5 Evaluation Criteria	8
1.6 Timeline of Key Events	9
1.7 Communication with the University	9
1.8 Award	10
1.9 Award Protest	10
1.10 Confidentiality	10
1.11 Costs of Preparation	11
1.12 Debarment	11
1.13 Proposal Understanding	11
1.14 Proposal Validity	11
1.15 Non-Responsive Proposals	11
1.16 Proposal Submission	11
1.17 Authorization	11
<b>Section 2</b>	<b>13</b>
2.0 General Terms and Conditions	13
2.1 Contract Administration	13
2.2 Contract Documents	13
2.3 Contract Modification and Amendment	13
2.4 Contract Term	13
2.5 Contract Quantities	13
2.6 Contract Data	13
2.7 Contract Validity	13
2.8 Non-Waiver of Defaults	13
2.9 Cancellation/Termination	14
2.10 Employees	14
2.11 Clarification of Responsibilities	14
2.12 Litigation	14
2.13 Assignment	14
2.14 Equal Opportunity	14
2.15 Independent Contractor	14

2.16	Contractor's Liability Insurance .....	15
2.17	Indemnification .....	15
2.18	Payments .....	16
2.19	Gramm Leach Bliley (GLB) Act (Confidentiality of Information) .....	16
2.20	Sexual Harassment .....	16
2.21	Smoking Policy .....	16
<b>Section 3</b>	.....	<b>17</b>
<b>3.0</b>	<b>Submission Requirements</b> .....	<b>17</b>
3.1	Format .....	17
<b>Section 4</b>	.....	<b>19</b>
<b>4.0</b>	<b>Organizational Qualifications, Experience, Financial Stability, References and Costs</b> .....	<b>19</b>
4.1	Organizational Qualifications and Experience .....	19
4.2	References .....	20
4.3	Economic Impact within the State of Maine .....	20
4.4	Cost Proposal .....	21
<b>Section 5</b>	.....	<b>22</b>
5.0	Business Functional Requirements (Matrix Section) .....	22
<b>Section 6</b>	.....	<b>23</b>
6.0	Business Functional Requirements (Narrative Section) .....	23
6.1	Multi-Institution Capabilities .....	23
6.2	General Requirements .....	23
6.3	Implementation Requirements .....	24
6.4	Training Requirements .....	25
6.5	Support Requirements .....	25
<b>Section 7</b>	.....	<b>27</b>
<b>7.0</b>	<b>Technical Requirements</b> .....	<b>27</b>
7.1	Technical Requirements – General .....	27
7.2	Technical Requirements – Data .....	27
7.3	Technical Requirements – Accessibility .....	27
7.4	Technical Requirements – Security .....	28
<b>Section 8</b>	.....	<b>29</b>
8.0	List of Appendices and Related Documents .....	29
<b>Section 9</b>	.....	<b>30</b>
9.0	APPENDICES .....	30
	Appendix A - University of Maine System Proposal Cover Page .....	30
	Appendix B - Cost Proposal Form .....	31

Appendix C - University of Maine System Standards for Safeguarding Information ..... 33

Appendix D - UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES ..... 37

# Section 1

## 1.0 General Information

### 1.1 Purpose

The University of Maine System is seeking proposals for the provision of mobile optimized multisite WordPress themes to improve the University of Maine's ability to fulfill its statewide mission and leadership role as Maine's land grant university, and to meet its strategic marketing and communications objectives, including those focused on student recruitment and community engagement.

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, including UMaine 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. Please see the 'Scalability' section below.

The University of Maine (UMaine) is the flagship research campus of the UMS, with an enrollment of 11,247 students. UMaine offers the state's most comprehensive academic experience, with more than 90 undergraduate majors and academic programs, 75 master's programs and 30 doctoral programs. The university serves traditional, nontraditional, and online student populations.

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 Definition of WordPress Environment

The WordPress multisite environment utilized by the University of Maine has features which should be maintained and incorporated into the design, and should inform the solution proposed:

- Campus Calendar Solution:
  - Support Modern Tribe's "The Events Calendar PRO" for our campus calendar.
  - Central calendar, as well as ability to feature area-specific calendars on individual sites.
  - Provide events added at an individual site level should be promotable on the overall campus calendar.

- Provide geo-location for a strong mobile experience, ability to highlight events happening nearby.
- Campus Map Solution:
  - Currently custom coded campus map utilizing legacy Google Maps API.
  - A solution leveraging best-practices with current Google Maps API will be developed for new theme.
- A--Z Directory Solution:
  - Allows for compelling ‘browse’ experience while preserving utility of a quick, “I just want to find \_\_\_\_” need.
  - Support curated: sites which will not be automatically added to this directory.
- Web Forms Solution:
  - Support Gravity Forms functionality (polls, quizzes, surveys, etc).

## 1.4 Scope of Work

The scope of this project is to select the best possible system for website template design and support services. The solution the University of Maine System seeks must include but need not be limited to what is outlined below:

- New website theme(s) and plugins(s) that are implemented within a campus WordPress multisite environment.
- Source documents for all theme/plugin components:
  - If a framework is utilized, such framework should be licensed for use by UMaine. If a proprietary framework is used by the vendor, UMaine shall have license to extend upon framework for future themes or extension of themes developed in from this work.
  - If preprocessors are used, configuration of preprocessors will be documented and license for their use provided.
  - Source javascript in addition to compiled/minified files
  - Source CSS/SASS in addition to compiled/minified files
  - Source graphic files (i.e. photoshop source files) in addition to web optimized files
    - Where graphical elements are developed according to a template, the template file will be provided
- Documentation of the solution:
  - A copy of code repository used in development of themes and plugins (i.e. github), complete with prior versions/tree
  - Properly commented (not compiled/minified) code, informing future development and extensibility of themes/plugins developed.
- Provide a responsive design that is mobile device-friendly.
- Rendered pages should be backward compatible (functional) to the following browser versions: Firefox (15.x), Chrome (31.x), Internet Explorer (8) & Safari (4.0.3); improved / best functionality in current browsers is expected.
- Rendered pages will adhere to 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](http://www.w3.org).

- In the event that rendered pages using the solution’s themes and plugins does not meet these accessibility guidelines, vendor will make changes necessary to achieve compliance at no cost.
- Solution will support a discovery phase to ensure vendor and client have identified audiences of website (and website features of focus for each), and full requirements for scope of work to be commissioned.
- Solution will support a technical development/programming phase where vendor will provide development and testing environments to ensure final product will function within UMaine’s WordPress server environment.
- Theme design will be accomplished through informed usability testing for design decisions such as navigation placement, search behavior, and user experience.
- Interconnectivity between sites (units, departments) will be addressed in themes to improve content discoverability.
- Global site navigation elements should be configurable within the Network Administrator dashboard (multisite dashboard available to network superadmins only), and not editable by individual site administrators. Edits to global navigation will require propagation across all sites in the multisite environment.
- Theme templates will offer flexibility to meet a variety of stakeholder needs while adhering to UMaine brand identity:
  - Design should accommodate existing elements as identified in 1.2.1, Definition of WordPress environment.
  - Ability to feature marketing/promotion visuals (‘slider’ home page, for example).
  - Banner images (header graphics) with the ability to set per page or turn off as required, (note, this may not be an issue depending on new design components).
  - Reduced visuals version of theme for ‘no nonsense’ pages on a site.
  - Theme iterations that accommodate partnerships and/or where UMaine should be a secondary brand consideration (UMMA, Maine EPSCoR, Emera Astronomy Center, Collins Center for the Arts)
  - Social media hooks should be present by default, but configurable on a site--by--site basis (both links to social media properties as well as social sharing functionality). Main social media properties are facebook, twitter, youtube, flickr, linkedin. Additional social media properties may include pinterest, instagram, tumblr, vine.
  - Ability to specify new default links to social media, and expand to future social media properties.
  - Theme selection only by super-admins in multisite environment, but a subset of theme options will be configurable for individual site admins.
- WordPress solution which offers strong search engine optimization, allowing for creation of search description, page titles, and featured images on a per--page basis.

- Themes should incorporate WordPress automatic update API so that updates may be deployed through the WordPress admin updates section.
- Themes should be developed using technologies which place minimal load on WordPress application servers
- Emergency notification solution:
  - Provide for emergency notices on the top of every webpage to maximize communication in an emergency situation.
  - Network administrators should have the ability to disable notifications on a per-site basis.
  - For high visibility sites (examples: home page, news site), activation of emergency notification should override the featured content in order to provide proper focus on emergency communications. During such events, priority should be for fastest rendering of pages, dropping features in lieu of page responsiveness.
- News Site template:
  - Support for news feeds must be able to feed content to sub-sites to increase content discoverability and leverage the work put into our news releases across the rest of the site.
  - Design options for news feeds should include both simple bulleted headline lists as well as more visual displays using featured images and lead-ins.
- Web Analytics
  - Utilize best practices for Google Analytics, in a manner that allows for easy update of analytics code to most current solution
  - Ability to set specific web property in google analytics (specifically, subdomain.umaine.edu situations).
  - Provide advanced features of google analytics should be made available as identified during discovery. (example: scroll depth reporting).

## 1.5 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:

Submission Requirements	Category	Points
Section 4 (4.1-4.3)	Organization Qualifications, Experience, and References	15
Section 4 (4.3)	Economic Impact Within State of Maine	5
Section 4 (4.4)	Cost Proposal	30
Section 5	Specifications of Work to be Performed – Business Requirements Matrix	15
Section 6 (6.1-6.5)	Specifications of Work to be Performed – General Requirements	20
Section 7 (7.1-7.3)	Specifications of Work to be Performed – Technical Requirements	15
Section 7 (7.4)	Specifications of Work to be Performed – Technical Requirements - Security	Pass/Fail
	<b>Total Points</b>	<b>100</b>



## Section 4 – Cost Proposal

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:

$$(\text{Lowest submitted cost proposal} / \text{cost of proposal being scored}) \times (30) = \text{prorated score}$$

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.

## 1.6 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
	Deadline for Written Communication	11/21/2014
	Response to Written Communication	12/5/2014
Section 1, 1.16	Deadline for Proposal Submission	12/19/2014
	Estimated Vendor Question Answer Discussion <b>(subject to change)</b>	01/06/2015 – 01/08/2015
	Bid Announcement <b>(subject to change)</b>	01/16/2015
	Contract Negotiations <b>(subject to change)</b>	01/19/2015 – 02/6/2015
	Estimated Contract Start Date <b>(subject to change)</b>	02/09/2015

## 1.7 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](http://www.maine.edu/strategic/upcoming_bids.php)

It is the responsibility of all bidders to check the website 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](mailto:robin.cyr@maine.edu)

Refer to table in **Section 1, 1.5 Timeline of Key Events** for deadline requirements.

## 1.8 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.

## 1.9 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.

## 1.10 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.

### 1.11 Costs of Preparation

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

### 1.12 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.

### 1.13 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.

### 1.14 Proposal Validity

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

### 1.15 Non-Responsive Proposals

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

### 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, 46 University Drive, Augusta, Maine 04330**, in a sealed envelope by **December 19, 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**  
**December 19, 2014**  
**RFP # 08-15**

### 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 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 **one (1) year** 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:

<b><u>Insurance Type</u></b>	<b><u>Coverage Limit</u></b>
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 References
  - c. 4.3 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:
  - 4.4 Cost Proposal

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 Provide a statement that confirms your company has all the internal knowledge and experience to complete the work outlined in this RFP. The University is not open to the use of subcontractors for this engagement.
- 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 WordPress-centric experience. Your response should demonstrate a strong connection to WordPress community (presenting at WordCamp events, contributing to WordPress core). Further clarify if your firm has been featured as a WordPress.com service partner.
- 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.
- 4.1.8 Provide a statement concerning how your company provides professional website templates for multi-site solutions for higher education customers.

Include references to more than one WordPress site created for a higher-ed customer, and at least one that leverages WordPress multi-site capabilities.

4.1.9 Provide a statement concerning your company's experience with delivering medium- to large-scale WordPress solutions to clients.

4.1.10 Provide a statement that your assigned project manager will have office hours that overlap with the University hours of operation at least 50% of the workday.

4.1.11 Provide a statement that you understand that the engagement requires that the University retain all copyright / ownership of all project deliverables. In the statement please clarify you will comply with this requirement.

4.1.12 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 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.

## 4.3 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.

## 4.4 Cost Proposal

### 4.4.1 General Instructions:

4.4.1.1 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 **February 9, 2015**.

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

4.4.1.3 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.

4.4.1.4 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.

### 4.4.2 Cost Proposal Form Instructions – Appendix B

4.4.2.1 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 at [robin.cyr@maine.edu](mailto: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 **#05 - RFP 15-08 - IT-UMaineWebsiteTemplateServices-BusReqEvalMatrix**. 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.

For a copy of the excel version of Exhibit 1 contact Robin Cyr at [robin.cyr@maine.edu](mailto: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 Include a statement that you understand that the agreement will provide the services outlined in 1.4 Scope of Work.

6.2.2 The winning Bidder must enter into a formal University of Maine System Contract for Services, which is attached to this proposal, **Appendix D, University of Maine, Contract for Services**. The award will be one (1) year term. Include a statement that notes your acceptance to the conditions stated in the University of Maine System Contract for Services. Include as required as part of your response:

6.2.2.1 Language adjustments to **Appendix D, University of Maine, Contract for Services**, based on the language in Appendix D. For example if you have adjustments to the Confidentiality section of the Contract please provide the adjustments to the language. Your response must include any adjustments, including additions, to the standard language.

Agreement language for **Appendix D, University of Maine, Contract for Services**, Contractor's Service Level Agreement to Support the University as required in Rider D. Service Level Agreement (SLA) which describes the agreement between the Contractor and the University through the documentation of IT Services, including but not limited to, Service Level Targets and specifies the responsibilities of the IT Service Provider and the University.

6.2.2.1.1 The general structure of the agreement should include: Service Description, Service Hours, Service Availability, Reliability, Customer Support, Service Performance, Functionality, Change Management Procedure, Service Reviews, Glossary of Terms, Amendment Sheet (as applicable).

6.2.2.2 Agreement language for **Appendix D, University of Maine, Contract for Services, Implementation Plan and Timeline as required in Rider E**. The Implementation Plan and Timeline must reflect a high-level milestone plan with estimated duration for the implementation.

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

6.2.4 How many colleges and universities are you supporting in terms of fundraising and alumni relations (advancement specific) activities? To what extent are you working with public universities to support their fundraising and alumni relations activities?

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

6.2.6 Describe how your solution engages alumni and friends around typical higher education activities such as annual giving and reunion giving.

6.2.7 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?

6.2.8 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?

6.2.9 Is your company actively aggregating data so that it can share industry trends related to Advancement in higher education?

## 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 solution 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?

# 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.

### 7.2 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 – Accessibility

- 7.3.1 The University is interested in procuring Information Technology products and services, such as software, hardware, web services, etc., that provide equitable access to persons with disabilities. The University relies on the accessibility guidelines of “Section 508 of the United States Rehabilitation Act of 1973” and the “Web Content Accessibility Guidelines (WCAG) 2.0” published by [www.w3.org](http://www.w3.org) to assess accessibility of bid products/services.

To allow the University to evaluate product accessibility, bidders will submit as part of their bid either, or both, of the following assessments covering all Information Technology-related products, services or components that users, managers, installers, system administrators, etc., are expected to interact with:

1) Current and accurate "Voluntary Product Accessibility Template", or VPAT, (see <http://www.itic.org/public-policy/accessibility>), to document products and/or services' conformance and deviations from Section 508 of the Rehabilitation Act of 1973.

2) Detailed description of the accessibility features in the bid products and/or services that shows and explains compliance with and deviations from the guidelines of the "Web Content Accessibility Guidelines (WCAG) 2.0" published by [www.w3.org](http://www.w3.org).

## 7.4 Technical Requirements – Security

- 7.4.1 Describe measures that do take to ensure your software is secure.
  - 7.4.1.1 Is there a framework or methodology for testing software?
  - 7.4.1.2 Describe your code review process to include whether the code reviews are external, when last performed, and whether we can see the results.
  - 7.4.1.3 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?
- 7.4.2 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 Exhibit 1 – Tables 1, 2
- 8.5 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 # 08-15  
University of Maine Website Template Services**

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 # 08-15 University of Maine Website Template Services

Bidder's Organization Name:

---

#### **GENERAL INSTRUCTIONS:**

Identify all costs by year, for **one (1) year**, 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) - Pricing for Deliverables**

- Your list of deliverables should trace back to the objectives and requirements listed in **Sections 1.3 and 4.0 – 7.0**. 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 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](mailto:robin.cyr@maine.edu).

## **INSTRUCTIONS FOR - Exhibit 1 (Table 2) - 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 2)** –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](mailto: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](http://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 - UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **University of Maine System**, hereinafter referred to as the "**University**", and \_\_\_\_\_, hereinafter referred to as "**Contractor**".

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

**Rider A** - Specifications of Work to be Performed

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

**Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification

**Rider C** – University of Maine System Standards for Safeguarding Information

**Rider D** – Contractor's Service Level Agreement to Support the University

**Rider E** – Implementation Plan and Timeline

**Contract Amendments** as required

**Request for Proposal #08-15** Dated November 7, 2014 Titled University of Maine Website Template Services

**Contractor's Bid in Response to Request for Proposal #08-15** Dated November 7, 2014 Titled University of Maine Website Template Services

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term**: This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract with option for **<<enter renewals as appropriate>>** upon the parties' mutual agreement.
3. **Payment**:

- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
  - B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
  - C. **“Multi-Institution Capabilities”** The University will have the option to include products and services under this Agreement to additional University institutions, any additional University institutions formed during the term of this agreement and to additional entities, such as, the University College a division of University of Maine at Augusta. Exercising this option will require an amendment to this Agreement in accordance with University of Maine System Procurement rules.
  - D. The total of **all** payments made against this contract shall not exceed \$\_\_\_\_\_. Any expenses not listed here will not be reimbursed.
  - E. **Reimbursement for travel:**  
Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
4. **Termination:** This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.
  5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
  6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
  7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
  8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.

9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**



University of Maine System  
16 Central Street  
Bangor, Maine 04401

Attn: <<Enter Name Here>>

**To Contractor:**

Company Name:  
Contact Name:  
Address:  
Phone Number:  
Fax Number:

24. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

Accounts Payable Shared Services  
5765 Service Bldg  
Orono ME 04469

Phone: 207-581-2692 Donita Gallant  
Fax: 207-581-2698  
eMail: UMAP@maine.edu

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A** – Specifications of Work to be Performed
- C. **Rider A-1** - Pricing
- D. **Rider B-1** – Insurance Requirements
- E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
- F. **Rider C** – University of Maine System Standards for Safeguarding Information
- G. **Rider D** – Contractor’s Service Level Agreement to Support the University
- H. **Rider E** – Implementation Plan and Timeline
- I. **Contract Amendments** as required
- J. **Request for Proposal #08-15** Dated November 7, 2014 Titled University of Maine Website Template Services
- K. **Contractor’s Bid in Response to Request for Proposal #08-15** Dated November 7, 2014 Titled University of Maine Website Template Services

26. **Multi-Institution Capabilities** This agreement is for all University of Maine Institutions including the University of Maine System Office. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to any additional

University institutions formed during the term of this agreement and to additional entities, such as, the University College a division of University of Maine at Augusta. Exercising this option will require an amendment to this Agreement in accordance with University of Maine System Procurement rules.

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

**27. Signatures**

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

FOR THE CONTRACTOR:

BY: \_\_\_\_\_

(signature)

Name: \_\_\_\_\_

(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_

(signature)

Name: \_\_\_\_\_

(print or type)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID #: \_\_\_\_\_

**Per University policy, "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 Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."**

BY: \_\_\_\_\_

Title: \_\_\_\_\_

Chief Procurement Officer or designee

Date: \_\_\_\_\_

## RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

### INTENT AND PURPOSE

The University of Maine System is seeking proposals for the provision of mobile optimized multisite WordPress themes to improve the University of Maine's ability to fulfill its statewide mission and leadership role as Maine's land grant university, and to meet its strategic marketing and communications objectives, including those focused on student recruitment and community engagement.

### PRODUCT SCOPE OF WORK:

<<ENTER PRODUCT SOW DESCRIPTION>>

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

**PRICING:** Refer to Rider A-1

### PERFORMANCE TERMS AND CONDITIONS

1. **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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to

evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits “as needed” on three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.
4. **Toll-Free Access:** The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
5. **Accessibility:** 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](http://www.w3.org)” published by [www.w3.org](http://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 vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Contractor'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.

6. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in *Rider C - University of Maine System Standards for Safeguarding Information*. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.

7. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***Rider D – Contractor’s Service Level Agreement to Support the University***, of this Agreement.
  
8. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in ***Rider E – Implementation Plan and Timeline***, of this Agreement.

**RIDER A-1  
PRICING**

<<ENTER PRICING AGREEMENT HERE>>

**RIDER B-1  
INSURANCE REQUIREMENTS**

**<<INSERT CONTRACTOR’S LIABILITY INSURANCE FORM HERE – REMOVE TEXT  
BELOW>>**

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 Maine Law)	Required for all personnel

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**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:

Office of Strategic Procurement

University of Maine System

16 Central Street

Bangor, Maine 04401



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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

## RIDER B-2

### Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you. If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

**Part 1 Tax Status:**

Print Name: \_\_\_\_\_

Address (number, street, and apt. or suite no.): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

Complete One:

Individual/Sole Proprietor Business Name, if different from above \_\_\_\_\_

Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

- or - Business EIN \_\_\_\_ - \_\_\_\_\_

Partnership EIN \_\_\_\_ - \_\_\_\_\_

Corporation EIN \_\_\_\_ - \_\_\_\_\_

Please answer questions below if you are a corporation:

1. Corporation providing legal services?    **Y**    **N**

2. Corporation providing medical services?            **Y**    **N**

Limited Liability Company                          EIN \_\_\_\_ - \_\_\_\_\_

Tax-Exempt or Not-for-Profit under § 501(C)(3)    EIN \_\_\_\_ - \_\_\_\_\_

Government Entity    EIN \_\_\_\_ - \_\_\_\_\_

Estate or Trust    EIN \_\_\_\_ - \_\_\_\_\_

All other Entities    EIN \_\_\_\_ - \_\_\_\_\_

**Part 2 Exemption:**    **If exempt from Form 1099 reporting, check here:**   

**and circle your qualifying exemption reason below**

1. An organization exempt from tax under IRC section 501(a)

2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: \_\_\_\_\_

**Part 3 Certification:**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding,

**and**

3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return this form with the attached contract. Thank you for your cooperation.**

**RIDER C**  
**UNIVERSITY OF MAINE SYSTEM**  
**STANDARDS FOR SAFEGUARDING INFORMATION**

This Rider 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](http://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 Rider 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 University-owned 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 Rider shall survive the termination of this Agreement.

12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following 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.
- H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.

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.



**RIDER D**

**CONTRACTOR'S SERVICE LEVEL AGREEMENT TO SUPPORT THE UNIVERSITY**

**<<INSERT CONTRACTOR'S SLA INFORMATION HERE or INSERT STATEMENT –  
"INTENTIONALLY LEFT BLANK">>**

**RIDER E**  
**IMPLEMENTATION PLAN AND TIMELINE**

**<<INSERT IMPLEMENTATION PLAN & TIMELINE HERE or INSERT STATEMENT –  
“INTENTIONALLY LEFT BLANK”>>**



EXHIBIT 1 TABLE 1  
Change Request Pricing

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

Exhibit 2 - University of Maine Website Template Services  
Requirements Evaluation Matrix

#	Category	Description	Bidder Response (etner one) Yes No Partial	If PARTIAL please explain.
1	General	Does your solution provide the ability to design & implement new website theme(s) for implementation within a campus WordPress multisite environment?		
2		Does your solution provide a responsive design that is mobile device friendly?		
3		Does your solution render pages which will be backward compatible (functional) to the following browser versions of Firefox (15.x), Chrome (31.x) , Internet Explorer (8) & Safari (4.0.3); improved/best functionality in current browsers is expected?		
4		Does your solution 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?		
5		Does your solution support a discovery phase to ensure vendor and client have identified audiences of website (and website features of focus for each), and full requirements for scope of work to be commissioned?		
6		Does your solution design themes through informed usability testing for design decisions such as navigation placement, search behavior, and user experience?		
7		Does your solution provide for interconnectivity between sites (units, departments) which are addressed in themes to improve content discoverability?		
8		Does your solution provide global site navigation elements which are configurable within the Network Administrator dashboard, and not editable by individual site administrators?		
9		Does your solution provide for edits to global navigation which will propagate across all sites in the multisite environment?		
10	Theme Templates	Does your solution theme templates offer flexibility to meet a variety of stakeholder needs while adhering to UMaine brand identity?		
11		Does your solution accommodate existing elements as identified in 1.3 Definition of WordPress Environment?		
12		Does your solution provide the ability to feature marketing/promotion visuals ('slider' home page, for example)?		

Exhibit 2 - University of Maine Website Template Services  
Requirements Evaluation Matrix

13		Does your solution provide banner images (header graphics) with the ability to set per page or turn off as required?		
14		Does your solution provide reduced visuals version of theme for 'no nonsense' pages on a site?		
15		Does your solution provide theme iterations that accommodate partnerships and/or where UMaine is a secondary brand consideration (UMMA, Maine EPSCoR, Emera Astronomy Center, Collins Center for the Arts)?		
16		Does your solution provide social media hooks which are presented by default and configurable on a site--by--site basis (both links to social media properties as well as social sharing functionality)? Main social media properties are facebook, twitter, youtube, flickr, linkedin. Additional social media properties may include pinterest, instagram, tumblr, vine.		
17		Does your solution provide the ability to specify new default links to social media, and expand to future social media properties?		
18		Does your solution provide choosable themes only by superadmins in multi-site environment, with a subset of theme options will be configurable for individual site admins?		
19	WordPress Solution	Does your solution provide for a WordPress option which offers a strong search engine optimization, allowing for creation of search description, page titles, and featured images on a per--page basis?		
20		Does your solution provide for themes which incorporate WordPress automatic update API so that updates may be deployed through the WordPress admin updates section?		
21		Does your solution provide for development using technologies which place minimal load on WordPress servers?		
22	Emergency Notification Solution	Does your solution provide for emergency notices on the top of every webpage to maximize communication in an emergency situation?		
23		Does your solution provide for high visibility areas (examples: home page, news site), activation of emergency notification should override the featured content in order to provide proper focus on emergency communications? During such events, priority should be for fastest rendering of pages, dropping features in lieu of page responsiveness.		
24	News Site Solution	Does your solution provide support for news feeds which feed content to subsites to increase content discoverability and leverage the work put into our news releases across the rest of the site?		

Exhibit 2 - University of Maine Website Template Services  
Requirements Evaluation Matrix

25		Does your solution provide design options for news feeds for both simple bulleted headline lists, as well as, more visual displays using featured images and lead--ins?		
26	Web Analytics	Does your solution utilize best practices for Google Analytics, in a manner that allows for easy update of analytics code to most current solution?		
27		Does your solution provide ability to set specific web property in google analytics (specifically, subdomain.umaine.edu situations)?		
28		Does your solution provide advanced features of google analytics which are available as identified during discovery. (example: scroll depth reporting)?		
29	Source documents	Does your solution provide source documents for all theme components?		
30		If your solution utilizes a framework, will that allow licensing for use by the University which will allow the University to extend the framework for future themes or extension of themes developed?		
31		If your solution utilizes preprocessors, will you provide licensing for their use to the University and provide the necessary documentation for support, maintenance and extensions of the preprocessors?		
32		Does your solution provide source javascript in addition to any compiled/minified files?		
33		Does your solution provide source CSS/SASS in addition to compiled/minified files?		
34		Does your solution provide source graphic files (i.e. photoshop source files) in addition to web optimized files?		
35		Where graphical elements are developed according to a template does your solution provide the template files?		
36	Documentation	Does your solution include a copy of the code repository used in development of themes and plugins, complete with prior versions/development tree?		
37		Does your solution include properly commented (not compiled/minified) code, informing future development and extensibility of themes/plugins developed?		