



REQUEST FOR PROPOSALS (RFP)

RFP # 21-13

Automated Teller Machines

**ISSUE DATE:
February 26, 2013**

**PROPOSALS MUST BE RECEIVED BY:
March 27, 2013**

MAIL OR DELIVER PROPOSALS TO:

**Gary Haslam
University of Maine Purchasing
5765 Service Bldg.
Orono, ME 04469**

SECTION ONE

1.0 GENERAL INFORMATION

- 1.1 **Purpose:** The University of Maine System, acting through the University of Maine is seeking proposals for four (4) automated teller machines (ATMs) to be installed at the following locations: two (2) at the Memorial Union, one (1) located in the New Balance Student Recreation Center, and one (1) at the Collins Center for The Arts.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedures 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 "Bidders." The Bidder to whom the Contract is awarded shall be referred to as the "Contractor".

- 1.3 **Scope:** The University of Maine is a land grant and sea grant research university and currently has an enrollment of over 11,000 students and 2,400 faculty and staff members.

The two ATMs to be installed in the Memorial Union (Union) will be in addition to the ATM belonging to the University Credit Union, also located in the Memorial Union. The Union is the venue for the campus Bookstore, Student Services Center, food and pub operations, sixty (60) student organization offices, and computer cluster. Traffic in The Union has topped 1.25 million people per year. Further, more than 20,000 people typically attend events in the Union and more than 11,000 meetings are held in the Union annually. The Union also houses the Department of Residence Life, The Career Center and Student Employment office and many others from the Division of Student Affairs. The Memorial Union is typically open from 7:00 AM to 1:00 AM EST when classes are in session, and 7:00 AM to 7:00 PM EST during holiday and summer break periods.

The New Balance Student Recreation Center is an 87,000 sq. ft. facility offering multiple activities including three basketball/volleyball courts, leisure pool with spa, juice bar, equipment rentals and checkouts and a 14,000 sq ft fitness center. The recreation center is open from 5:00 a.m. to 11: p.m. Monday-Friday, and 9:00 a.m. to 9:00 p.m. on weekends. Traffic at the recreation center has topped 370,000 people per year. This will be the only ATM in the New Balance Recreation Center.

The Collins Center for the Arts is a 1,435 seat performing arts center presenting 70-80 ticketed events a year as well as 20-30 free public and private functions, lectures, University recruiting, troop send-offs and welcome home ceremonies. Together the CCA has anywhere from 70-90,000 people through the building every year. The center is open from 8:00 AM to 5:00 PM M-F and one hour before performances. The glass entry pavilion is one of the highest visibility locations on campus. In addition to the performance space, the building is home to the Hudson Museum on the second floor and Millers Cafe in the lobby which is open one hour before shows and through intermission.

- 1.4 **Evaluation Criteria:** Proposals will be evaluated on many criteria deemed to be in the University and students' best interests, including, but not limited to, financial return to the University, fees charged to users, ATM services available, and types of cards served.
- 1.5 **Communication with the University:** It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have

received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. It is the responsibility of all bidders to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Please direct all inquiries to: Gary Haslam
Purchasing Department
University of Maine
5765 Service Building
Orono, Maine 04469
Tel: 207-581-2689
Email: gary.haslam@maine.edu

The deadline for inquires is March 13, 2013.

The University will respond to written inquiries not later than close of business March 15, 2013.

- 1.6 **Award of Proposal:** Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all 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 RFP or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 **Award Protest:** Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 **Confidentiality:** The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

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

- 1.9 **Costs of Preparation:** Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 **Debarment:** Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.
- 1.11 **Proposal Understanding:** By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 **Proposal Validity:** Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 **Non-Responsive Bids/Proposals:** The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 **Specification Protest Process and Remedies:** If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the University of Maine Purchasing Department. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the proposal opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Specification Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the University of Maine Purchasing Department in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP # 21-13

- 1.15 **Proposal Submission:** One (1) **SIGNED** original and one (1) VIRUS FREE CD ROM copy of the complete proposal must be submitted to the Purchasing Department, University of Maine, 5765 Service Bldg., Orono, Maine 04469, in a sealed envelope by 4:00 p.m. March 27, 2013, to be date stamped by the Purchasing Department in order to be considered. All CD copies must either be in Microsoft Office Software or Adobe Portable Document Format (PDF). All image files must be in one of the following formats: JPG, GIF, BMP, or TIF. We prefer images already inserted as part of the document such as a PDF. Individual image files on the CD must be clearly named and referenced in your proposal response. If you have any questions on the CD format please contact Gary Haslam at gary.haslam@Maine.edu or (207) 581-2689.

Normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Bidders may wish to call (207) 581-2612 to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail

delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP# 21-13

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 x 11, letter-sized paper and be clipped together **without binding.**

- 1.15 **Proposal Preparation:** Before submitting a proposal, bidders may choose to visit the site of the ATM locations to become fully acquainted with existing conditions and facilities. A site visit is not mandatory and shall not be considered as a pre-proposal conference. To make arrangements to inspect the locations, please contact Gary Haslam, 207-581-2689.
- 1.16 **Errors:** Proposals may be withdrawn or amended by Bidders at any time prior to the proposal due date/time. After the proposal due date/time, proposals may not be amended. If a significant mistake has been made the Bidder will be given the option of selling at the price given or withdrawing the proposal. If an extension error has been made, the unit price will prevail.
- 1.18 **Authorization:** Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS

- 2.1 **Contract 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.
- 2.2 **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 University of Maine's Purchasing Department. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.3 **Contract Term:** The University is seeking a contract term of five (5) years with the option to renew for two (2) additional one-year terms with mutual written consent of both parties. The effective date of this agreement shall be the date of contract execution.
- 2.4 **Contract Data:** The Contractor shall 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. These data may include, but are not limited to, number and types of transactions processed, services rendered, and payments made to the University.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **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 ten (10) days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving sixty (60) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide services per the terms of the contract during the notification period.
- 2.7 **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 University of Maine's Purchasing Department.
- 2.8 **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.

- 2.9 **Assignment:** Neither party of this Contract shall assign this 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. Should the selected Contractor be purchased in whole or in part by another entity, or should the Contractor be obligated to assign, transfer, or subcontract the Agreement to another institution, the University shall have the right to terminate the Agreement without penalty upon sixty (60) days written notification.
- 2.10 **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.
- 2.11 **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.
- 2.12 **Sexual Harassment:** The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees.

Failure to comply with this policy could result in termination of this Contract without advanced notice.

Further information regarding this policy is available from:

The University of Maine
Karen Kemble
Director of Equal Opportunity
North Stevens Hall
(207) 581-1226

University of Maine System
Sally Dobres
Director of Equity and Diversity
(207) 973-3372

- 2.13 **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.

2.14 **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	Required for all personnel (In Compliance with Applicable State Law)

The University of Maine 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:

Purchasing Department
University of Maine
5765 Service Bldg.
Orono, Maine 04469

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

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

University of Maine
16 Central Street
Bangor, Maine 04401

2.15 **Smoking and Tobacco Policy:** The University of Maine is a tobacco-free campus. This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, walkways, recreational and sporting facilities and university-owned vehicles.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco.

2.16 **Standards for Safeguarding Information or Safeguarding Customer Information:** The Contractor shall be required to sign an affidavit stating it shall comply with all aspects of the University's Standards for Safeguarding Information. **Attachment A**

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS

- 3.1 **Contract Administration:** The Director of Purchasing & AP Shared Services or his/her designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 3.2 **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 Director of Purchasing & AP Shared Services 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 written consent of the Director of Purchasing & AP Shared Services. All employees of the Contractor who will be responsible for handling cash at the University shall be bonded. A list of these employees shall be provided to the University.
- 3.3 **Payments:** To be determined.
- 3.4 **ATM Functions:** The following functions are minimum requirements but are not intended to limit or restrict offerings:
- Permit users to withdraw funds from checking or savings accounts
 - Permit users to transfer funds between checking and savings accounts
 - Permit users to deposit funds to checking or savings accounts
- 3.5 **Hours of Operation:** The ATM machines must be operational during hours that the facilities are accessible unless scheduled downtimes are communicated to the public at the ATM location sites.
- 3.6 **Fee Schedule:** A fee schedule shall be attached to each ATM for users of the ATM, including those who have an account with the Contractor providing the ATM services and for those who do not.
- 3.7 **Advertising and Signage:** The Contractor agrees that it will not use or reference the name of the University of Maine as part of any commercial advertising without prior written approval from the University of Maine. The Contractor further agrees that it will not affix signage of any kind without prior written approval of the University of Maine. Signage within the immediate ATM footprint and elsewhere on the premises for way finding purposes is permissible with prior agreement of the University.
- 3.8 **Service, Maintenance, and Contingency Planning:** The Contractor shall be diligent in making repairs to the ATMs to minimize downtime. Included in the Contractor's plan to maintain the ATM, the Contractor shall submit a contingency plan for managing large campus events and peak usage periods (e.g., beginning and end of semesters, summer new student orientation), including notification procedures and what triggers a contingency event.
- 3.9 **Installation:** Installation of the ATMs shall be the responsibility of the Contractor, however all plans must be pre-approved by the University's Department of Facilities Management.
- 3.10 **Utilities:** The University will provide electrical and data service to the site. The Contractor will be responsible for any telecommunication services used during the contract period.

- 3.11 **Risk:** The Contractor will be solely responsible for the security of the machine and its contents and assumes all risk of loss or damage to the equipment, contents and funds in transit. The University Department of Public Safety, the law enforcement agency for the property, may be used as a central alarm receiver via telephone line 24 hours per day, 7 days per week. The Contractor is encouraged to request the presence of a Public Safety officer when currency is being transferred from and to the machines on campus. Fraud should be immediately reported to the Department of Public Safety (581-4040).
- 3.12 **Removal of Equipment:** All equipment not removed from the property at the expiration or termination of the contract may be removed and placed in storage by University personnel. All costs of removal and storage shall be the responsibility of the Contractor.
- 3.13 **Utility Interruption:** The University cannot guarantee an uninterrupted supply of utilities except that it will be diligent in restoring service within its control following an interruption. The University shall not be financially responsible for any loss or damage which may result from an interruption.

SECTION FOUR

4.0 PROPOSAL CONTENT:

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 complete, accurate and error-free information may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide additional information describing operational abilities. Responses to each requirement stated below should be in order and clearly marked with the section number to which they respond.

- 4.1 **Business Profile:** Please provide an annual report, audited comparative financial statements, or other published reports relative to the financial stability of the Bidder.
- 4.2 **Payments to the University:** The financial offer to the University may be expressed as an annual payment or some other form of compensation.
- 4.3 **Equipment Offered:**
 - 4.3.1 **Equipment Information:** Clearly and specifically identify the equipment being offered and enclose complete and detailed descriptive literature, catalog cuts, and specifications with the proposal to enable the University to determine if the product offered meets the requirements of the proposal. Failure to do so may cause the proposal to be considered non-responsive. Any equipment offered must meet ADA requirements.
 - 4.3.2 **Card System(s):** List the cards and card systems the ATMs will accept and the functions they will perform.
- 4.4 **Contract:** If there is a standard contract that is preferred, include a copy with the proposal.
- 4.5 **Service Fees:** List a complete fee schedule for users of the ATMs who have an account with the Bidder providing the ATM services, and for users who do not have accounts.
- 4.6 **Maintenance:** Provide the standard response time for a service call.
- 4.7 **Lead Time:** State the number of days to delivery of the ATMs after award of the Contract.
- 4.8 **Reports:** Provide a list of transaction reports available to the University upon request of the Contract Administrator. Minimum reporting intervals shall be monthly, quarterly, semiannual or annual basis. Minimum reporting requirements are:
 - 4.8.1 Operational uptime
 - 4.8.2 Quantity of surcharged transactions
 - 4.8.3 Quantity of transactions by type (i.e. withdrawals, deposits, or inquiries)
- 4.9 **Confidential Information:** All confidential and/or proprietary information must be clearly indicated. (Refer to Section 1.8)
- 4.10 **References:** Provide the names and contact information of at least three references where the Bidder provided similar ATM equipment and services within the last three years.
- 4.11 **Authorized Signature:** Provide the name, title, signature and contact information (including e-mail addresses) of the individual authorized to submit the proposal on behalf of the institution.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

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

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

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

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

- E. If information pertaining to protected “Customer Financial Information” is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
 3. Return or Destruction of Compliant or Business Sensitive Information:
 - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual’s confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
 - B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
 - C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for “clearing” as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
 4. Term and Termination:
 - A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement

5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace 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 Attachment 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 additional clauses apply.

- A. Contactor 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 Contractor employees work under University Management direction, Contractor employees will receive security awareness training and be subject to the same information security standards as University employees. If the Contractor accesses University systems, Contractor shall agree to the University's Acceptable Use Policy.

14. 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

By: _____
Signature

Name: _____
Printed

Title: _____

Date: _____

CONTRACTOR

By: _____
Signature

Name: _____
Printed

Title: _____

Date: _____