Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP)

Library Web-Scale Discovery Services for Higher Education

Issued Date: October 15, 2015

Response Deadline Date/Time: November 19, 2015 at 2:00 p.m.

Response Submission Information:

Submitted electronically to robin.cyr@maine.edu
Email Subject Line – Discovery Services for Higher Education – RFP #2016-021

Response Contact Information:

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SECTION 1

1.0   General Information

1.1   Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent(s)". The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor." The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.2   Purpose and Background

The University of Maine System is seeking responses to provide a single library search box discovery tool, giving its libraries and researchers a Google-like experience to the catalog and databases. The proposed solution will have a <u>proven turnkey solution for Academic Libraries</u>.

The University of Maine System has seven distinct universities (some with multiple campuses) and a Law School, and participates in two online catalogs (URSUS and MaineCat). Each university participates in a collection of core shared databases and open access resources, but also maintains its own campus-specific databases, institutional repositories, and other collection resources.

The University of Maine System libraries and researchers need a simple search box, from which the full depth of the collections – both free and licensed electronic content and physical items – can be discovered and integrated into a single set of results when a search is performed, and can be refined through a variety of limiters. Because of the many different platforms (technical architecture/user interface) associated with hundreds of different resources, a web-scale discovery service is essential. Bidders should expect their products to work with:

URSUS (http://ursus.maine.edu/)

MaineCat (http://mainecat.maine.edu/)

These Indexes and Databases
(http://libraries.maine.edu/mariner/marindexesdb/alphalist.asp)

LibGuides (http://www.springshare.com/libguides/)

ARES (http://aresum.foglerlibrary.org/ncas/areswelcome.html)

Innovative Interfaces Inc. (III) (https://www.iii.com/)

and with each university's unique collection of resources. Each campus will need its own search tool that searches only what that campus has available through licenses.

For purposes of pricing the following provides the total Student Full Time Equivalent (FTE) by campus:

Campus	Student FTE
University of Maine	9,512
University of Maine at Augusta	2,615
University of Maine at Farmington	1,695
University of Maine at Fort Kent	838
University of Maine at Machias	516
University of Maine at Presque Isle	779
University of Southern Maine	6,083
Total Student FTE	**22,037**

This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **Section 2** of this document to see the full Scope of Services/Products required.

1.3   Eligibility to Submit Responses

1.3.1   Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.4   Evaluation Criteria

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

Submission Requirements	Category	Points
Section 4 (4.1-4.3)	Organization Qualifications, Experience, Financial Stability, and References	15
Section 4 (4.4)	Economic Impact Within State of Maine	5
Section 4 (4.5)	Cost Response	25
Sections 5	Business Requirements (Matrix)	15
Sections 6	Business Requirements (Narrative)	20
Section 7 (7.1 – 7.4)	Technical Requirements	15
Section 7 (7.5)	Technical Requirements – Security	Pass/Fail
Section 8	Contract for Services	5
	Total Points	**100**

<u>**Section 4 (4.5 Only**)</u> – Cost Response

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

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **(25)** = pro-rated score

Best and Final Offers: All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will not be given another opportunity to modify pricing once submitted.

Section 8 – Contract for Services

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.

1.5   Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.7	Deadline for Written Inquiries/Questions	**October 29, 2015**
Section 1, 1.7	Response to Written Inquiries/Questions	**November 5, 2015**
Section 1, 1.16	Deadline for Proposal Submission	**November 19, 2015**
	Estimated Respondent Presentation Date **(subject to change)**	**December 8-10, 2015**
	Award Announcement **(subject to change)**	**December 17, 2015**
	Estimated Agreement Start Date **(subject to change)**	**July 1, 2016**

1.6   Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.7   Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, **www.maine.edu/strategic/upcoming_bids.php**

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

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document.

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

1.8 Award

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 Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Bidder, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

1.9 Award Protest

Respondents 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 Respondent. The protest must contain a statement of the basis for the challenge.

1.10 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue an award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. After the protest period has passed and the Agreement is fully executed,

the winning response 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 an Agreement 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
Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

1.12 Debarment
Submission of a signed response 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 Response Understanding
By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.14 Response Validity
Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.15 Non-Responsive Submissions
The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.16 Response Submission
A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.

- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

1.17 Authorization

Any 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.

1.18 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.19 Contractor's Liability Insurance

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	$1,000,000 per occurrence or more

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:
      University of Maine System
      Risk Manager
      Robinson Hall
      46 University Drive
      Augusta, Maine 04330

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.

1.20 Pricing:
All prices quoted shall remain firm for the entire term of the agreement.

1.21 Cost Response Form Quantities
The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.22 Agreement Documents
The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, 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 Agreement Documents.

In the event of a conflict of terms the follow precedence will apply:
1. University of Maine System Contract for Services
2. The University's RFP
3. Respondent's Submission
4. Contract Amendments (as required)
5. Purchase Order or Letter of Agreement

The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**. Respondent's submission requirements for the Contract for Services are provided in **Section 8.0** of this document.

1.23 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.24 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor aggress to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

SECTION 2
2.0 Scope of Work
The preferred Discovery Services solution will meet the following requirements.

1. Provides quick response, personalized attention and direction for customers, a transparent, usable list of indexed content to share with users.
2. Provides access to the broadest possible spectrum of library content including books, periodicals, audiovisual materials, institutional repository items, digital collections, and open access content.
3. Provides the richest possible metadata for all indexed items, including citations, descriptors, abstracts, and full text.
4. Provides regular and timely updates of licensed content as well as on-demand updates of local content.
5. Provides clear and consistent indexing of records from a variety of different sources and in a variety of different formats.
6. Supports indexing and searching of foreign-language materials using non-Roman characters.
7. Supports incorporation of content not included in the central index via federated searching.
8. Includes and makes discoverable additional content not owned or licensed by the library.
9. Provides "smart" search features such as autocomplete, autocorrect, auto-stemming, thesaurus matching, stop-word filtering, keyword.
10. Provides advanced search options such as field searching, Boolean operators, proximity searching, nesting, wildcard/truncation, etc.
11. Allows users to browse the index by facets such as format, author, subject, region, era, etc.
12. Provides discipline-, format-, or location-specific search options that allow searches to be limited to a set of predefined resources or criteria.
13. Provides useful results using an effective and locally customizable relevancy ranking algorithm.
14. Provides an effective method for identifying and managing duplicate records within results.
15. Groups different manifestations of the same work together in a single record or cluster.
16. Provides alternative options for sorting results by criteria such as date, title, author, call number, etc.
17. Provides real-time local holdings and availability information within search results.
18. Supports openURL linking to facilitate seamless access from search results to electronic full text and related services.
19. Provides direct links to original records in their native source.
20. Provides useful output options such as print, email, text, cite, export, etc.
21. Provides personalization features that allow users to customize preferences, save results, bookmark items, create lists, etc.
22. Provides recommendations to help users locate similar items or related resources.
23. Allows users to search and retrieve records without requiring authentication.

24. Interacts with university authentication system using EZProxy and IP.
25. Displays context sensitive delivery options based on the item's format, status, and availability.
26. Supports the integration of custom library widgets such as live chat.
27. Provides a modern, aesthetically appealing design that is locally customizable.
28. Provides an interface that is easy to use and navigate with little or no specialized knowledge.
29. Meets ADA and Section 508 accessibility requirements.
30. Provides multiple record displays with varying levels of information (e.g., preview, brief view, full view, staff view, etc.).
31. Supports integration of enriched content from third party providers such as cover images, table of contents, author biographies, reviews, excerpts, journal rankings, citation counts, etc.
32. Provides intuitive icons to indicate the format of items within search results.
33. Is supported by a robust, easy to-use administrative interface to customize branding
34. Includes a robust statistical reporting modules for monitoring and analyzing product usage utilizing COUNTER compliancy and Google Analytics.
35. Is a sufficiently mature product supported by a stable codebase and progressive development cycle.
36. Is compatible with the library's IP and EZProxy authentication protocols, with the possibility of using CAS SSO and/or Innovative Interfaces' Patron API.
37. Is compatible with all major web browsers for major platforms (PC, Mac and Linux).
38. Is accessible on mobile devices.
39. Can be embedded in external platforms such as library research guides, course management systems, or university portals.
40. Includes a robust API and is interoperable with other major library systems such as the ILS, ILL, proxy server, link resolver, institutional repositories, including, but not limited to Innovative Interfaces, EZProxy, BePress, Refworks, 360 Link, EndNote, Illiad, RefChat, etc.
41. Supports multiple product instances or configurations for a multi-library environment

The following requirements are features the University would like to see provided in the solution:

42. Provides visual search and browse options such as tag clouds, cluster maps, virtual shelf browsing, geo-browsing, etc.
43. Supports dynamic library mapping to help users physically locate items on the shelf.
44. Highlights new, featured, or popular items such as recent acquisitions, recreational reading, or heavily borrowed or downloaded items.
45. Provides customizable alerts or RSS feeds to inform users about new items related to their research or area of study.
46. Supports user-submitted content such as tags, ratings, comments, and reviews.
47. Allows users to seamlessly share items via social media such as Facebook, Twitter, Delicious, etc.

48. Provides short, persistent links to item records, search queries, and browse categories.

SECTION 3

3.0   Response Submission Requirements

This section contains instructions for Respondents to use in preparing their responses. The Respondent's response must follow the outline used below, including the numbering of 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 response being disqualified as non-responsive or receiving a reduced score. The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response. Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent'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   General Format Instructions

3.1.1   **PAPER SUBMISSIONS** - Responses 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 organized with tabs separating the sections of the response. Manuals and other reference documentation may be bound separately.

For clarity, the Respondent's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.

3.1.2   **ELECTRONIC SUBMISSIONS** - Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.3   **RESPONSE COVER PAGE** - Respondents must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Respondent's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Respondent address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into Agreements on behalf of the Respondent.

3.1.4   **RESPONDENTS RESPONSIBILITY** - It is the responsibility of the Respondent to provide <u>all</u> information requested in the document package <u>at the time of submission</u>. Failure to provide information requested in this document 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 response being disqualified for consideration. 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 this document.

3.1.5   **BRIEF RESPONSE** - Respondents are asked to be brief and to respond to each question listed in the **"Requirements Sections"** of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.6   **ADDITIONAL ATTACHMENTS PROHIBITED** - The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2   Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the seven (7) distinct sections noted below:

Requirements - Organization Qualifications and Experience
1. Label this Section 1 in the response.
2. Appendix A – University of Maine System Response Cover Page and table of contents.
3. Provide responses for each requirement for **RFP Section 4**:
   a. 4.1 Organizational Qualifications and Experience
   b. 4.2 Financial Stability
   c. 4.3 References
   d. 4.4 Economic Impact within the State of Maine

Requirements - Cost Response
1. Label this Section 2 in the response.
2. Provide responses for each requirement in **RFP Section 4**:
   - 4.5 Cost Response – Exhibit 1 referenced in Appendix B.

Requirements – Business Functional
1. Label this Section 3 in the response.
2. Provide responses for each requirement in **RFP Section 5 and 6**:
   - 5.0 Business Functional Requirements (Matrix)
   - 6.0 Business Functional Requirements (Narrative)

Requirements – Technical
1. Label this Section 4 in the response.
2. Provide responses for each requirement in **RFP Section 7**:
   - 7.0 Technical Requirements

Contract for Services
1. Label this Section 5 in the response.
2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 8**.

Confidential Information
1. Label this Section 6 in the response.
2. Provide the documents as outlined in **RFP Section 9**.

Attachments
1. Label this Section 7 in this response.
2. Any remaining attachments required as part of the response.

SECTION 4 - REQUIREMENTS

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

Respondents shall ensure that all information required herein is submitted with the response. 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 response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

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

4.1 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   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.

4.1.3   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? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.

4.1.4   Describe your firm's understanding of the current higher education needs for providing the products / services described in **Section 2** of this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals.

4.1.5   Provide a statement that details how many subscribers use your product line. Include in the response the percentage of subscribers are higher education libraries and how your current subscribers view the service provided.

4.2 Financial Stability

No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

4.3 References

Provide at least three (3) current professional references who may be contacted for verification of the Respondent'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 Respondent for less than one year). <u>We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.</u>

4.4   Economic Impact within the State of Maine
In addition to all other information requested within this document, each Respondent must dedicate a section of its response to describing the Respondent's economic impact upon and within the State of Maine.

For the purposes of this document, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Respondent 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 Respondent's business operations.

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

4.5   Cost Response
4.5.1   General Instructions:
    4.5.1.1   The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.

    4.5.1.2   The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.

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

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

4.5.2   Cost Response Form Instructions – Appendix B
    4.5.2.1   The Respondent **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, email the contact provided in **Section 1.6.**

SECTION 5 - REQUIREMENTS

5.0 Business Functional Requirements (Matrix Section)

The Respondent **MUST** provide an answer to each of the requirements listed in **Exhibit 2**.

> ➤ A 'Yes' answer indicates the Respondent will meet the stated business requirement.
> ➤ A 'No' answer indicates the Respondent can NOT meet the stated business requirement,
> ➤ A 'Partial' answer indicates the Respondent can 'Partially' meet the stated business requirement. Where a 'Partial' answer is provided the Respondent should provide a brief explanation in the column provided.

SECTION 6 - REQUIREMENTS

6.0 Business Functional Requirements (Narrative Section)

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

6.1 General Requirements

6.1.1   Describe the documentation for content agreements, metadata schema, ranking algorithms, APIs, etc.

6.1.2   Provide the policy description for creating and sharing a list of major databases and journal publishers indexed in your discovery service that can be shared with library end users.

6.1.3   Provide a response to the following regarding library content:
6.1.3.1   Number of license agreements with publishers and aggregators provided by your solution? Are there any notable exceptions?
6.1.3.2   Number of open access resources included?
6.1.3.3   What percentage of content is mutually licensed? What is the approximate disciplinary format and date breakdown of the central index?
6.1.3.4   What types of local content can be ingested into the index (ILS records, institutional repository items, digital collections, research guides, courseware, e-reserves, etc.)?

6.1.4   Provide a response to the following regarding metadata:
6.1.4.1   What level of indexing is provided?
6.1.4.2   What percentage of items contains only citations?
6.1.4.3   What percentage of items contains only abstracts?
6.1.4.4   What percentage of items contains only full text?
6.1.4.5   What percentage of a university's licensed content can be represented in the solution?

6.1.5   Provide a response to the following regarding regular and timely updates of licensed content:
6.1.5.1   How frequently is the central index updated?
6.1.5.2   How frequently are local records ingested?
6.1.5.3   How are local records to be injested and indexed?

6.1.6   Provide a response to the following regarding clear and consistent indexing of records:
6.1.6.1   What record formats are supported?
6.1.6.2   What metadata fields are required for indexing?
6.1.6.3   How is metadata from different sources normalized into a universal metadata schema?
6.1.6.4   How are controlled vocabularies created?
6.1.6.5   To what degree can collections from different sources have their own unique field information displayed and/or calculated into

the relevancy-ranking algorithm for retrieval purposes? To what degree can resources be weighted into the relevancy-ranking algorithm for retrieval purposes?

6.1.7   Provide a description of the language and character sets supported for indexing and searching foreign-language materials and using non-Roman characters.

6.1.8   Provide a description of how sources, not included in the central index via federated searching, are integrated into search results.

6.2   Implementation Requirements

6.2.1   Describe your estimated timeframes for implementation, including loading of local records, configuration and customization of the platform?

6.2.2   Outline the staffing and composition of the implementation team. Include University staff and roles, Respondent staff and roles, and proposed hours required for successful implementation.

6.2.3   Implementation roles and responsibilities - Please elaborate on the project team required and time commitment to implement your software including functional and technical resources within the University. A sample project plan would be helpful.

6.2.4   Identify any third party Respondents 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 Respondent.

6.2.5   Is the solution compatible with University's current service providers including Innovative Interfaces, 360 Link, RefChat, Illiad, Ares, RefWorks? If not, please provide more information including known issues.

6.2.6   Does Discovery solution work with IP and EZProxy authentication? If not, please include authentication methods available.

6.3   Training Requirements

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

6.3.2   Describe the training methods available such as on-site, online instructor led, online self-help, documentation, etc.

6.3.3   Describe your training best practices and what you would recommend for a successful implementation of this product.

6.4   Support Requirements

6.4.1   How do you support new customers to set up their service, activate features, and answer questions that arise?

6.4.2   What is your policy for creating and sharing a list of major databases and journal publishers indexed in your discovery service that can be shared with library users?

6.4.3   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?

6.4.4   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.

6.4.5   What services or events do you offer clients to maximize or leverage the features/functionality of the solution?

6.4.6   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?

6.4.7   Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) requirement. 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?

SECTION 7 - REQUIREMENTS

7.0 Technical Requirements

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

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

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 Provide a description of your change management practice for the solution offered. In particular, how are we notified and are updates and upgrades opt-in or mandatory? What is the frequency of the scheduled improvements and enhancements?

7.1.3 What is the formal mechanism for customers suggesting, ranking or monitoring status of enhancement requests?

7.1.4 What are the major enhancements planned for the next three (3) to five (5) years?

7.1.5 Provide a description of your business continuity management practice. Is the software deployed in multiple sites (data centers), how often is data synchronized between the data centers and how long of an outage would there be if we had to switch to another site?

7.1.6 Include a description of the provisions available for data storage. In the description please clarify the data ownership rights and responsibilities of the parties and provisions for the University obtaining the data if required?

7.1.7 Include a description of the tools provided for product customization and administering access control.

7.1.8 Include a description of the kinds of data available in statistical reporting modules for monitoring and analyzing product usage. In the description include formats the reports are available in, i.e. Excel, csv, html. Also include information on COUNTER compliance and integration with Google Analytics.

7.1.9 What types of data does your solution allow extraction with an API?

7.2 Technical Requirements – Accessibility

7.2.1 The University is required to procuring Information Technology products and services, such as software, hardware, web services, etc., that provide

substantially equivalent 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 to assess accessibility of the bid for products/services.

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., Respondents 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.

7.3   Technical Requirements – Security

7.3.1   Describe how University data will be protected from unauthorized access or disclosure within your organization.

    7.3.1.1   What type of encryption (if any) is used for both transmission and storage?

    7.3.1.2   What measures are used to segregate University data from other clients' data?

    7.3.1.3   Describe the architecture including any external data feeds or outputs.

    7.3.1.4   Provide a statement that clearly lays out your position regarding the sharing of our data with any outside agency.

7.3.2   Explain the methods by which your system authenticates users and authorizes access.

    7.3.2.1   Describe how user accounts are created and administered in the system.

    7.3.2.2   How does this system provide for different levels of role-based security?

    7.3.2.3   Do you plan to offer a solution to integrate with our Identity Management System? If so, describe how you deliver this solution.

    7.3.2.4   Describe the logging capabilities of the system (auditing from within the applications as well as outside the application).

7.3.3   Describe what you have in place to ensure that our data is protected against loss.

7.3.3.1   What is your backup policy to include how often your data is backed up, how long backups are retained, and whether backups are stored off site?

7.3.3.2   How do you assure business continuity in the face of a catastrophic event like a network outage or data center failure? Comment on what we could expect by way of service disruptions and the speed of recovery.

7.3.4   Describe measures that do take to ensure your software is secure.

7.3.4.1   Is there a framework or methodology for testing software?

7.3.4.2   Describe your code review process to include whether the code reviews are external, when last performed, and whether we can see the results.

7.3.4.3   If a web application, what protections do you employ against the most critical web security flaws including: SQL injection, XSS, Broken authentication and session management?

7.3.5   Describe your information security policy and practices.

7.3.5.1   What measures including training, processes, and/or background checks do you take to ensure employees will safeguard data?

7.3.6   Can you show evidence that you have been audited, accredited or reviewed by an independent auditor, e.g. SSAE-16? If so, please include the documentation as part of your submission.

7.3.7   What third-party technology partners will be used and what security protections are provided by the partners? Include any evidence that they have been audited, accredited, or reviewed by an independent auditor?

7.3.8   Include a statement that notes your acceptance to the conditions stated in **University of Maine System, Contract for Services, Rider C. Standards for Safeguarding Information**, as part of the agreement.

SECTION 8

8.0 Contract for Services Requirements

8.1 The winning Respondent must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**.

The Respondent is encouraged to accept the format and terms and conditions as part of their submission. Any Respondent that requires adjustments to the terms and conditions other than what is part of the Respondent's submission (Riders A, A1, B1, B2, D, and F), will be required to provide the response as outlined in Section 8, 8.1.1.

Otherwise the Respondent must sign the Agreement signifying acceptance of the terms and conditions, Riders, the RFP and the Respondent's response, including all appendices or attachments, are incorporated in the final Agreement.

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above responses with language adjustments will have point reductions based on University risk assessment.

8.1.1 Provide a **red-line version** to reflect language adjustments to the University of Maine System, Contract for Services, "Agreement".

For a copy of the word version of the Agreement email the contact provided in **Section 1.6**.

8.1.2 Provide University of Maine System, Contract for Services, language for **Rider D Implementation Plan and Timeline.**

The Implementation Plan and Timeline must reflect a high-level milestone plan with estimated duration for the implementation.

8.1.3 Provide University of Maine System, Contract for Services language for **Rider G Contractor's Service Level Agreement to Support the University**.

Service Level Agreement (SLA) will include at a minimum a description of the agreement between the Contractor and the University through the documentation of Services, including but not limited to, Service Level Targets and specifies the responsibilities of the Service Provider and the University. 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).

SECTION 9

9.0 Confidential Information

9.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Respondent's general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See 1.18

9.2 IRS Form W-9, or Form W-8 if you are a foreign entity.

SECTION 10

10.0 List of Appendices and Related Documents

This section lists documents which are included.

10.1 Appendix A – University of Maine System Response Cover Page

10.2 Appendix B – Cost Response Form

10.3 Exhibit 1 – Pricing

10.4 Exhibit 2 - BusinessRequirements-EvaluationMatrix.xls

10.5 University of Maine System, Contract for Services

Appendix A – University of Maine System Response Cover Page

RFP # 2016-21
Discovery Services for Higher Education

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- 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 Respondent's response.
- No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a quote.
- 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 quote, both programmatic and financial, is complete and accurate at the time of submission.

_____   _____
Authorized Signature   Date   Name and Title (Typed)

Appendix B - Cost Response Form

University of Maine System
COST RESPONSE FORM

**RFP # 2016-21
Discovery Services for Higher Education**

Respondent's Organization Name:

_____

<mark>GENERAL INSTRUCTIONS:</mark>

Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of the Agreement.

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 response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this 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 Respondent 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 Agreement.

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

**Respondents' are encouraged to provide additional price incentives for providing an enterprise solution or award of multiple institutions.

**Pricing will be guaranteed by the vendor for the term of the Agreement.

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 <u>not required</u> as part of your response simply leave it <u>blank</u>.

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

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

IMPORTANT - Respondents' are required to provide separate costs for each institution, as well as, pricing for enterprise licensing (all seven campuses).

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

University Name – Institution name pertaining to the costs related to the solution.

Item Description - Provide a brief description of each item the University will need purchase or maintain in order to use your proposed system or service both during and after the period of performance period listed in this document.

Initial Cost – Provide any initial 'one-time' costs associated with the solution; i.e. original one-time license fee, training, implementation, etc.

Cost (Year 1 – 3) - All licensing and maintenance agreement pricing should include rates during the Agreement period, and anticipated future rates.

Extended Cost - Total for each line item including initial cost and all Year 1-3 costs.

Subtotal – Subtotal of the Extended Cost figures.

Less Discount – Discount offered off the Subtotal figure.

Total – Subtotal less Discount.

Exhibit 1 (Table 1) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6.**

#	Item Description	Initial Cost	Licensing Maintenance Schedule			Extended Cost
	Respondent's Name:		Year 1 Cost	Year 2 Cost	Year 3 Cost	
	University Name:					
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
	Subtotal					
	Less Discount					
	Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.					
	List explanations and assumptions here:					
	-					
	-					
	-					

INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Professional Services Rate Schedule

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect. Specify whether or not those rates include travel.

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

Role/Position Title if Individual - List role/position title of each role/position title from your organization that would be responsible for work on the project.

Hourly Rate - Is the hourly dollar amount that may be invoiced by role/position title.

Exhibit 1 (Table 2) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6.**

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

INSTRUCTIONS FOR - Exhibit 1 (Table 3) - Growth and Enhancement Pricing

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

IMPORTANT - Respondents' are required to provide separate costs for each institution, as well as, pricing for enterprise licensing (all seven campuses).

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

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

Year (1-3) Cost - Provide the total cost of your product or service, including licensing and maintenance agreement pricing.

Subtotal – Subtotal of the cost figures for each year.

Less Discount – Discount offered off the Subtotal figure.

Total – Subtotal less Discount.

Exhibit 1 (Table 3) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided in **Section 1.6.**

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

TABLE 1
Licensing Maintenance Scehdule and/or Data Maintenance / Subscription Pricing

ENTERPRISE SOLUTION (ALL CAMPUSES)		Licensing Maintenance Schedule				
#	Item Description	Initial Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Extended Cost
1						
2						
3						
4						
5						
	Subtotal					
	Less Discount					
	Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.					
	List explanations and assumptions here:					
	-					
	-					

University of Maine		Licensing Maintenance Schedule				
#	Item Description	Initial Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Extended Cost
1						
2						
3						
4						
5						
	Subtotal					
	Less Discount					
	Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.					
	List explanations and assumptions here:					
	-					
	-					

University of Maine at Augusta		Licensing Maintenance Schedule				
#	Item Description	Initial Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Extended Cost
1						
2						
3						
4						
5						
	Subtotal					
	Less Discount					

		Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.						
	List explanations and assumptions here:						
	-						
	-						
University of Maine at Farmington				**Licensing Maintenance Schedule**			
#	**Item Description**		**Initial Cost**	**Year 1 Cost**	**Year 2 Cost**	**Year 3 Cost**	**Extended Cost**
1							
2							
3							
4							
5							
		Subtotal					
		Less Discount					
		Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.						
	List explanations and assumptions here:						
	-						
	-						
University of Maine at Fort Kent				**Licensing Maintenance Schedule**			
#	**Item Description**		**Initial Cost**	**Year 1 Cost**	**Year 2 Cost**	**Year 3 Cost**	**Extended Cost**
1							
2							
3							
4							
5							
		Subtotal					
		Less Discount					
		Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.						
	List explanations and assumptions here:						
	-						
	-						
University of Maine at Machias				**Licensing Maintenance Schedule**			
#	**Item Description**		**Initial Cost**	**Year 1 Cost**	**Year 2 Cost**	**Year 3 Cost**	**Extended Cost**
1							

#	Item Description	Initial Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Extended Cost
2						
3						
4						
5						
	Subtotal					
	Less Discount					
	Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.					
	List explanations and assumptions here:					
	-					
	-					

University of Maine at Presque Isle			Licensing Maintenance Schedule			
#	Item Description	Initial Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Extended Cost
1						
2						
3						
4						
5						
	Subtotal					
	Less Discount					
	Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.					
	List explanations and assumptions here:					
	-					
	-					

University of Southern Maine			Licensing Maintenance Schedule			
#	Item Description	Initial Cost	Year 1 Cost	Year 2 Cost	Year 3 Cost	Extended Cost
1						
2						
3						
4						
5						
	Subtotal					
	Less Discount					
	Total					
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.					

TABLE 1
Licensing Maintenance Scehdule and/or Data Maintenance / Subscription Pricing

	List explanations and assumptions here:
	-
	-

TABLE 2
Professional Services Rate Schedule

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

TABLE 3
Future Growth and Enhancements

ENTERPRISE SOLUTION (ALL CAMPUSES)			
#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
	Subtotal			
	Less Discount			
	Total			

Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.

List explanations and assumptions here:

-

-

University of Maine			
#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
	Subtotal			
	Less Discount			
	Total			

Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.

List explanations and assumptions here:

-

-

University of Maine at Augusta			
#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
	Subtotal			
	Less Discount			

TABLE 3
Future Growth and Enhancements

		Total			
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.				
	List explanations and assumptions here:				
	-				
	-				

University of Maine at Farmington

#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
	Subtotal			
	Less Discount			
	Total			

Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.

List explanations and assumptions here:
-
-

University of Maine at Fort Kent

#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
	Subtotal			
	Less Discount			
	Total			

Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.

List explanations and assumptions here:
-
-

University of Maine at Machias

#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				

TABLE 3
Future Growth and Enhancements

#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
2				
3				
4				
5				
	Subtotal			
	Less Discount			
	Total			
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.			
	List explanations and assumptions here:			
	-			
	-			

University of Maine at Presque Isle

#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
	Subtotal			
	Less Discount			
	Total			
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.			
	List explanations and assumptions here:			
	-			
	-			

University of Southern Maine

#	Item Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
1				
2				
3				
4				
5				
	Subtotal			
	Less Discount			
	Total			
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.			
	List explanations and assumptions here:			

TABLE 3
Future Growth and Enhancements

	-
	-

Exhibit 2 - Business Requirements Evaluation Matrix

#	Category	Requirement	Respondent's Answer (enter one) Yes-Partial-No	If PARTIAL please explain.
1	**General Requirements**	Provides access to the broadest possible spectrum of library content including books, periodicals, audiovisual materials, institutional repository items, digital collections and open access content.		
2		Provides the library with ability to customize what content is exposed to its users.		
3		Provides search results which point to relevant library services and human resources (e.g. relevant libguides, librarians, library hours, etc.) in addition to bibliographic content.		
4		Provides regular and timely updates of licensed content, as well as, on-demand updates of local content.		
5		Provides the library with ability to initiate a manual harvest of local records.		
6		Provides the library with ability to initiate a manual harvest of a specific subset of local records.		
7		Provides and makes discoverable additional content not owned or licensed by the library.		
8	**Indexing Requirements**	Provides richest possible metadata for all indexed items, including citations, descriptors, abstracts, and full text.		
9		Provides clear and consistent indexing of records from a variety of different sources and in a variety of different formats.		
10		Supports indexing and searching of foreign-language materials using non-Roman characters.		
11		Supports incorporation of content not included in the central index via federated searching		
12		Provides users ability to search content that is included in the central index but not licensed or owned by the host library.		

Exhibit 2 - Business Requirements Evaluation Matrix

	Search Requirements			
13	**Search Requirements**	Provides autocomplete search feature.		
14		Provides autocorrect search feature.		
15		Provides auto stemming search feature.		
16		Provides thesaurus matching search feature.		
17		Provides stop-word filtering search feature.		
18		Provides keyword highlighting search feature.		
19		Provides customizable "smart" search features.		
20		Provides libraries administration capabilities to enable or disable "smart" search features.		
21		Provides field search option.		
22		Provides Boolean operator option.		
23		Provides proximity search option.		
24		Provides nesting search option.		
25		Provides wildcard/truncation search option.		
26		Provides customizable advanced search options.		
27		Provides libraries administration capabilities to enable or disable advanced search features.		
28		Provides appropriate limits for filtering search results according to specified criteria such as peer review status, full text availability, or location.		
38		Provides discipline, format-specific and location-specific search options that allow searches to be limited to set of predefined resources or criteria.		
39		Provides ability for a library to construct scoped search portals for specific campus libraries, discipline or formats.		
40		Provides ability to customize portals with different search options, facets, relevancy ranking, or record displays.		
41		Provides visual search and browse options, such as, tag clouds, cluster maps, virtual shelf browsing, geo-browsing, etc.		
42		Provides options for visualizing search results beyond text-based lists.		

Exhibit 2 - Business Requirements Evaluation Matrix

43		Provides data visualization tools which are integrated into search result displays without additional programming.		
29	**Browsing Facet Requirements**	Provides users ability to browse the index by format facets.		
30		Provides users ability to browse the index by author facets.		
31		Provides users ability to browse the index by subject facets.		
32		Provides users ability to browse the index by region facets.		
33		Provides users ability to browse the index by era facets.		
34		Provides users ability to select multiple facets in different categories.		
35		Provides ease of use to add or remove facets from a search.		
36		Provides ability to customize facet categories, labels and ordering.		
37		Provides ability to customize facets by format or material type (e.g. music, film, etc.)		
44	**Relevancy Ranking Algorithm Requirements**	Provides useful results using an effective and locally customizable relevancy ranking algorithm.		
45		Provides relevancy ranking algorithms based on term frequency and placement.		
46		Provides relevancy ranking algorithms based on format.		
47		Provides relevancy ranking algorithms based on document length.		
48		Provides relevancy ranking algorithms based on publication date.		
49		Provides relevancy ranking algorithms based on user behavior.		
50		Provides relevancy ranking algorithms based on scholarly value.		
51		Provides ranking of items with varying levels of metadata (e.g. citation only vs citation + full text).		

Exhibit 2 - Business Requirements Evaluation Matrix

52		Provides option for customizing relevancy rankings by library.		
53		Provides option for customizing relevancy rankings by user.		
54	**Duplicate Record Management Requirements**	Provides effective method of deduplication.		
55	**Data Grouping Requirements**	Provides ability to group different manifestations of the same work together in a single record or cluster.		
56		Provides ability to employ FRBR or some similar method to group multiple manifestations of the same work.		
57	**Sorting Requirements**	Provides alternative option for sorting results by date criteria.		
58		Provides alternative option for sorting results by title criteria.		
59		Provides alternative option for sorting results by author criteria.		
60		Provides alternative option for sorting results by call number criteria.		
61	**Local Holdings & Availability Information Requirements**	Provides real-time local holdings and availability information within search results.		
62		Provides real-time display of information.		
63		Provides results screen display of information.		
64		Provides item record display of information.		
65	**Linking Requirements**	Supports OpenURL linking to facilitate seamless access from search results to electronic full text and related services.		
66		Supports direct links to original records allowing users to easily navigate from the discovery service to the record source, whether it is a subscription database, the library catalog, or the institutional repository.		
67	**Output Option Requirements**	Provides print output option.		
68		Provides email output option.		
69		Provides text output option.		

Exhibit 2 - Business Requirements Evaluation Matrix

70		Provides cite output option.		
71		Provides export output option.		
72		Provides customizable export options.		
73		Provides a citation management tool which will work with RefWorks or an equivalent tool.		
74	**Personalization Feature Requirements**	Provides user customizable personalization features, including save results.		
75		Provides user customizable personalization features, including bookmark items.		
76		Provides user customizable personalization features, including list creation.		
77		Provides user customizable personalization's linked to a personal account.		
78		Provides ability to grant users ability to create their own accounts or ability to link accounts to users institutional ids.		
79	**Help Function Requirements**	Provides recommendations to help users locate similar items.		
80		Provides database recommendations to help users identify specialized database related to their topic.		
81		Provides user help screens which are thorough and easy to understand		
82		Provides user help screens which are context-sensitive.		
83		Provides user help screens which are customizable.		
84	**User Functionality Requirements**	Supports user access to their library account for activities such as renewing loans, placing holds and requests, paying fines, viewing borrowing history, etc.		
85		Supports product integration with the library's ILS to provide seamless access to user account management functions.		
86		Supports user search and retrieval of records without requiring authentication.		
87		Supports 'guest accounts' to this service.		

Exhibit 2 - Business Requirements Evaluation Matrix

88		Supports authentication for users to search only when requesting access to licensed content.		
89		Supports interaction with University identity and course management systems to deliver customized services on the basis of user status and affiliation.		
90		Provides drivers or technical support for interaction with University identity and course management systems to deliver customized services on the basis of user status and affiliation.		
91		Provides context sensitive delivery options based on the items format, status and availability.		
92		Provides configuration options to interaction with the library's ILL and consortium borrowing services to display context-sensitive delivery options for unavailable local holdings.		
93		Provides drivers or technical support for interaction with the library's ILL and consortium borrowing services to display context-sensitive delivery options for unavailable local holdings.		
94		Supports dynamic library mapping to help users physically locate items on the shelf.		
95		Supports the integration of custom library widgets such as live chat.		
96		Provides integration of custom library widgets embedded in the search page.		
97		Provides integration of custom library widgets embedded in the result screen.		
98		Provides highlights of new, featured, or popular items, such as, recent acquisitions, recreational reading, or heavily borrowed or downloaded items.		
99		Provides customizable alerts or RSS feeds to inform users about new items related to their research or area of study.		
100		Supports user-submitted context does the product support - tags.		

Exhibit 2 - Business Requirements Evaluation Matrix

101		Supports user-submitted context does the product support - ratings.		
102		Supports user-submitted context does the product support - comments.		
103		Supports user-submitted context does the product support - reviews.		
104		Provides users with ability to seamlessly share items via social media - Facebook		
105		Provides users with ability to seamlessly share items via social media - Twitter.		
106		Provides users with ability to seamlessly share items via social media - Delicious.		
107		Provides ability for enable or disable users ability to seamlessly share items via social media.		
108	**Usability Requirements**	Provides a modern, aesthetically appealing design that is locally customizable.		
109		Provides ability to locate all important elements of the interface which is user friendly.		
110		Supports effective organization of content with colors, graphics, and spacing.		
111		Provides local customization of user interfaces; color.		
112		Provides local customization of user interfaces; scheme.		
113		Provides local customization of user interfaces; branding.		
114		Provides local customization of user interfaces; navigation menus.		
115		Provides local customization of user interfaces; results display.		
116		Provides local customization of user interfaces; item records.		
117		Provides library with custom stylesheet options.		
118		Provides individual library customization options for each campus within a consortium.		
119		Provides an interface that is easy to use and navigate with little or no specialized knowledge.		

Exhibit 2 - Business Requirements Evaluation Matrix

120		Provides interface with familiar navigational elements and intuitive icons and labels.		
121		Provides links which are clearly and consistently labeled.		
122		Provides ability for the user to easily move from page to page (forward and back).		
123		Provides ability for the user to easily find off campus authentication links.		
124		Solution meets ADA and Section 508 accessibility requirements		
125		Provides intuitive icons to indicate the format of items within search results.		
126		Provides any icons or visual cues to help users easily recognize the formats of the variety of items displayed in search results.		
127		Provides short, persistent links to item records.		
128		Provides short, persistent links to canned search queries.		
129		Provides short, persistent links to browse categories.		
130		Provides links designed to be short and user-friendly.		
131	**Language Translation Requirements**	Provides translations of the user interface in multiple languages.		
132		Provides translations of customized text.		
133	**Record Display Requirements**	Provides multiple record displays with varying levels of information; preview.		
134		Provides multiple record displays with varying levels of information; brief view.		
135		Provides multiple record displays with varying levels of information; full view.		
136		Provides multiple record displays with varying levels of information; staff view.		
137		Provides record displays which are well organized and easily scan able.		
138		Supports customizable record displays by item type or search portal.		
139		Supports sorting results by type - bento and tab style.		

Exhibit 2 - Business Requirements Evaluation Matrix

140	**Third Party Integration Requirements**	Supports integration of enriched content from third party providers - cover images.		
141		Supports integration of enriched content from third party providers - table of contents.		
142		Supports integration of enriched content from third party providers - author biographies.		
143		Supports integration of enriched content from third party providers - reviews.		
144		Supports integration of enriched content from third party providers - excerpts.		
145		Supports integration of enriched content from third party providers - journal rankings.		
146		Supports integration of enriched content from third party providers - citation counts.		
147		Provides format definitions which are customizable.		
148	**Technology Requirements**	Supports a robust, easy-to-use administrative interface to customize branding.		
149		Provides a robust, easy-to-use administrative interface.		
150		Supports multiple administrator logins and roles.		
151		Provides test environment "sandbox" to allow testing prior to implementing customizations.		
152		Provides robust statistical reporting modules for monitoring and analyzing product usage utilizing COUNTER compliancy and Google Analytics.		
153		Provides exportable data for system and usage statistics.		
154		Provides sufficiently mature product supported by a stable codebase and progressive development cycle.		
155		Supports development which is informed by a dedicated user's advisory group.		
156		Provides formal mechanism by which customers can suggest, rank, and monitor status of enhancement requests.		

Exhibit 2 - Business Requirements Evaluation Matrix

157		Provides compatibility with library's authentication protocols - authentication for on-site users and proxy access for remote users.		
158		Provides compatibility with library's authentication protocols - IP and EZProxy		
159		Provides compatibility with library's authentication protocols - CAS SSO and/or innovate interfaces' Patron API.		
160		Supports compatibility with all major web browsers for major platforms (PC, Mac and Linux).		
161		Provides accessibility on mobile devices via a mobile optimized web interface or app.		
162		Provides mobile version which includes the same features and functionality of the desktop version.		
163		Supports ability to embedded into external platforms such as library research guides, course management systems, and university portals.		
164		Provides interoperability with other major library systems, such as, ILS, ILL, proxy server, link resolver, institutional repository, etc.		
165		Provides a robust API and is interoperable with other major library systems such as the ILS, ILL, proxy server, link resolver, institutional repositories, including, but not limited to Innovative Interfaces, EZProxy, BePress, Refworks, 360 Link, EndNote, Illiad, RefChat, etc.		
166		Supports multiple product instances or configurations for a multi-library environment on the same installation, each with its own unique instance and configuration of the product.		

UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR SERVICES
MASTER AGREEMENT

This Contract for Services Master Agreement ("Agreement" or "Master Agreement") 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 – Implementation Plan and Timeline
Rider E – Services Engagement Form
Rider F – Contractor's Service Level Agreement to Support the University

Contract Amendments as required
Request for Proposal #2016-21 Issue Date October 15, 2015 Titled Library Web-Scale Discovery Services for Higher Education
Contractor's Bid in Response to Request for Proposal #2016-21 Proposal Submission Date November 19, 2015 Titled Library Web-Scale Discovery Services for Higher Education

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.

   Rider A provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be

fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

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 parities' 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.

      As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider E**.

   C. **"Multi-Institution Capabilities"** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

4. **Termination:** The **Agreement or a Services Engagement (Rider E)** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

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:** **Leslie Kelly** 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. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.

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
Blake Library
Fort Kent, Maine 04743

Attn: Leslie Kelly

To Contractor:

<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>
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** – Implementation Plan and Timeline
    H. **Rider E** – Services Engagement Form
    I. **Rider F** – Contractor's Service Level Agreement to Support the University
    J. **Contract Amendments** as required
    K. **Request for Proposal #2016-21** Issue Date October 15, 2015 Titled Library Web-Scale Discovery Services for Higher Education
    L. **Contractor's Bid in Response to Request for Proposal #2016-21** Proposal Submission Date November 19, 2015 Titled Library Web-Scale Discovery Services for Higher Education

26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

    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. **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 addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

28. <u>Signatures</u>

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
             (signature)

BY: _____
           (signature)

Name: _____
            (print or type)

Name: _____
          (print or type)

Title: _____

Title: _____

Address: _____

Address: _____

_____

_____

_____

_____

_____

_____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

Date: _____

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 responses to provide a single library search box discovery tool, giving its libraries and researchers a Google-like experience to the catalog and databases. The proposed solution will have a <u>proven turnkey solution for Academic Libraries</u>.

The University of Maine System has seven distinct universities (some with multiple campuses) and a Law School, and participates in two online catalogs (URSUS and MaineCat). Each university participates in a collection of core shared databases and open access resources, but also maintains its own campus-specific databases, institutional repositories, and other collection resources.

The University of Maine System libraries and researchers need a simple search box, from which the full depth of the collections – both free and licensed electronic content and physical items – can be discovered and integrated into a single set of results when a search is performed, and can be refined through a variety of limiters. Because of the many different platforms (technical architecture/user interface) associated with hundreds of different resources, a web-scale discovery service is essential. Bidders should expect their products to work with:

> URSUS (http://ursus.maine.edu/)
> MaineCat (http://mainecat.maine.edu/)
> These Indexes and Databases
> (http://libraries.maine.edu/mariner/marindexesdb/alphalist.asp)
> LibGuides (http://www.springshare.com/libguides/)
> ARES (http://aresum.foglerlibrary.org/ncas/areswelcome.html)
> Innovative Interfaces Inc. (III) (https://www.iii.com/)

and with each university's unique collection of resources. Each campus will need its own search tool that searches only what that campus has available through licenses.

PRODUCT SCOPE OF WORK:

The Discovery Services solution will meet the following requirements.

1. Provides quick response, personalized attention and direction for customers, a transparent, usable list of indexed content to share with users.
2. Provides access to the broadest possible spectrum of library content including books, periodicals, audiovisual materials, institutional repository items, digital collections, and open access content.
3. Provides the richest possible metadata for all indexed items, including citations, descriptors, abstracts, and full text.
4. Provides regular and timely updates of licensed content as well as on-demand updates of local content.
5. Provides clear and consistent indexing of records from a variety of different sources and in a variety of different formats.
6. Supports indexing and searching of foreign-language materials using non-Roman characters.
7. Supports incorporation of content not included in the central index via federated searching.
8. Includes and makes discoverable additional content not owned or licensed by the library.
9. Provides "smart" search features such as autocomplete, autocorrect, auto-stemming, thesaurus matching, stop-word filtering, keyword.
10. Provides advanced search options such as field searching, Boolean operators, proximity searching, nesting, wildcard/truncation, etc.
11. Allows users to browse the index by facets such as format, author, subject, region, era, etc.

12. Provides discipline-, format-, or location-specific search options that allow searches to be limited to a set of predefined resources or criteria.
13. Provides useful results using an effective and locally customizable relevancy ranking algorithm.
14. Provides an effective method for identifying and managing duplicate records within results.
15. Groups different manifestations of the same work together in a single record or cluster.
16. Provides alternative options for sorting results by criteria such as date, title, author, call number, etc.
17. Provides real-time local holdings and availability information within search results.
18. Supports openURL linking to facilitate seamless access from search results to electronic full text and related services.
19. Provides direct links to original records in their native source.
20. Provides useful output options such as print, email, text, cite, export, etc.
21. Provides personalization features that allow users to customize preferences, save results, bookmark items, create lists, etc.
22. Provides recommendations to help users locate similar items or related resources.
23. Allows users to search and retrieve records without requiring authentication.
24. Interacts with university authentication system using EZProxy and IP.
25. Displays context sensitive delivery options based on the item's format, status, and availability.
26. Supports the integration of custom library widgets such as live chat.
27. Provides a modern, aesthetically appealing design that is locally customizable.
28. Provides an interface that is easy to use and navigate with little or no specialized knowledge.
29. Meets ADA and Section 508 accessibility requirements.
30. Provides multiple record displays with varying levels of information (e.g., preview, brief view, full view, staff view, etc.).
31. Supports integration of enriched content from third party providers such as cover images, table of contents, author biographies, reviews, excerpts, journal rankings, citation counts, etc.
32. Provides intuitive icons to indicate the format of items within search results.
33. Is supported by a robust, easy to-use administrative interface to customize branding
34. Includes a robust statistical reporting modules for monitoring and analyzing product usage utilizing COUNTER compliancy and Google Analytics.
35. Is a sufficiently mature product supported by a stable codebase and progressive development cycle.
36. Is compatible with the library's IP and EZProxy authentication protocols, with the possibility of using CAS SSO and/or Innovative Interfaces' Patron API.
37. Is compatible with all major web browsers for major platforms (PC, Mac and Linux).
38. Is accessible on mobile devices.
39. Can be embedded in external platforms such as library research guides, course management systems, or university portals.
40. Includes a robust API and is interoperable with other major library systems such as the ILS, ILL, proxy server, link resolver, institutional repositories, including, but not limited to Innovative Interfaces, EZProxy, BePress, Refworks, 360 Link, EndNote, Illiad, RefChat, etc.
41. Supports multiple product instances or configurations for a multi-library environment
42. Provides visual search and browse options such as tag clouds, cluster maps, virtual shelf browsing, geo-browsing, etc.
43. Supports dynamic library mapping to help users physically locate items on the shelf.
44. Highlights new, featured, or popular items such as recent acquisitions, recreational reading, or heavily borrowed or downloaded items.
45. Provides customizable alerts or RSS feeds to inform users about new items related to their research or area of study.
46. Supports user-submitted content such as tags, ratings, comments, and reviews.
47. Allows users to seamlessly share items via social media such as Facebook, Twitter, Delicious, etc.
48. Provides short, persistent links to item records, search queries, and browse categories.

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. Pricing will be valid for the term of the Agreement.

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:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "Web Content Accessibility Guidelines (WCAG) 2.0" published by www.w3.org.

   If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., the 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. **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 D – Implementation Plan and Timeline***, of this Agreement.

8. **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 F – Contractor's Service Level Agreement to Support the University***, of this Agreement.

RIDER A-1
PRICING

<< BID INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>

RIDER B-1
INSURANCE REQUIREMENTS

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
3	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	$1,000,000 per occurrence or more
4	Marine General Liability (Any maritime or marine services)	$1,000,000 per occurrence or more

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:
> **University of Maine System**
> **Risk Manager**
> **Robinson Hall**
> **46 University Drive**
> **Augusta, Maine 04330**

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.). <u>If you are a foreign person, use the appropriate Form W-8.</u>

Part 1 Tax Status:

Print Name: _____

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

City: _____ State: _____ Zip: _____

Phone: (____)_____

<u>Complete One</u>:

[ ]   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:** [   ]
<u>and</u> 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 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. <u>Standards for Safeguarding Information</u>: 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. <u>Prohibition of Unauthorized Use or Disclosure of Information</u>: 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. <u>Return or Destruction of Compliant or Business Sensitive Information</u>:

   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. <u>Term and Termination</u>:

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

5. <u>Subcontractors and Agents</u>: 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. <u>Contractor shall control access to University data</u>: 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. <u>Unless otherwise stated in the agreement</u>, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.

8. <u>Contractor shall not amend or replace</u> University-owned hardware, software or data without prior authorization of the University.

9. <u>If mobile devices are used</u> 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. <u>Reporting of Unauthorized Disclosures or Misuse of Information</u>: 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. <u>Survival</u>: 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. <u>Contractor Hosted Data</u>: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following 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 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
IMPLEMENTATION PLAN AND TIMELINE

<<BID INSTRUCTIONS – Bidders will insert their implementation plan and timeline here as part of their proposal/bid submission. >>

RIDER E
SERVICES ENGAGEMENT FORM

Services Engagement to Agreement for Services

This Services Engagement is entered into as of the date written below between
_____ ("Contractor") and
_____ ("Institution").

This Services Engagement shall be governed by the terms and conditions of the Master Level
Agreement for Services dated _____ by and between _____
("Contractor") and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by _____
("Contractor") and the fees associated with such Services.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:
The term of this Work Order will be from _____ to _____.

Installation of the _____ shall be Substantially Complete on or
before _____ subject to adjustments mutually agreed to by the parties.

PRICE:

SIGNATURES:

Institution	**Contractor**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RIDER F
CONTRACTOR'S SERVICE LEVEL AGREEMENT TO SUPPORT THE UNIVERSITY

==<<BID INSTRUCTIONS – Bidders will insert their Service Level Agreement (SLA) here as part of their proposal/bid submission. >>==