



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

Apple Repair Services  
RFP # 24-15  
Issue Date: December 1, 2014

Proposals Must Be Received By: December 19, 2014

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

**Strategic Sourcing Manager: <<NAME>>**

Email: robin.cvr@maine.edu

Phone: (207) 6211-3098

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# Section 1

## 1.0 General Information

### 1.1 Purpose

The University of Maine System is seeking proposals for a customer -centered, Apple Certified diagnostic and computer repair services with an on campus component to support the Apple Campus Store. The Agreement from this RFP will result in the University of Maine Bookstore providing financial support for the delivery of the on campus Apple diagnostic and repair services.

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

### 1.2 Definition of Parties

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

### 1.3 Scope of Work

The University is a land grant and sea grant research University and currently has an enrollment of over 12,000 students (3,800 students in residence) and 2,300 faculty and staff. The University, through the University Bookstore, operates an Apple Campus store for students, staff and faculty. The University is seeking proposals for a customer -centered, Apple Certified diagnostic and repair services with an on campus component to support the Campus Store. The contract from this RFP will result in the University of Maine Bookstore providing financial support for the delivery of the on campus Apple diagnostic and repair services.

The goals of this RFP include but are not limited to the following:

1. Provide an Apple certified repair technician\* to support Apple computer diagnostic and repair service for customers.
2. Provide an Apple certified repair technician for the hours delivering on campus repair and diagnostic services. Tools and repair equipment is responsibility of the provider.
3. Promote and offer convenient access to Apple repair/diagnostic services with a reasonable and consistent on campus presence.
4. Provide access to a full spectrum of both Apple and PC computer repairs services in the local region.
5. Provide a reasonable and consistent schedule for providing Apple diagnostic /repair services within regular store hours (Monday through Friday 8:00 AM to 6:30 PM), with a minimum of 20 hours per week on campus.
6. Provide a financial quote for delivering the on campus Apple and PC computer Diagnostic and Repair services.

\*Upon awarding this professional service contract, to assist in meeting the Apple Certified Technician requirement, the University through Apple will provide six (6) months to achieve Apple certification

## 1.4 Evaluation Criteria

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

Submission Requirements	Category	Points
Section 4 (4.1-4.3)	Organization Qualifications, Experience, and References	30
Section 4 (4.3)	Economic Impact Within State of Maine	5
Section 4 (4.4)	Cost Proposal	35
Section 5 (5.1)	Specifications of Work to be Performed – General Requirements	30
Section 7 (7.4)	Specifications of Work to be Performed – Technical Requirements - Security	Pass/Fail
<b>Total Points</b>		<b>100</b>

### Section 4 – Cost Proposal

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

The scoring formula is:

$$(\text{Lowest submitted cost proposal} / \text{cost of proposal being scored}) \times (35) = \text{prorated score}$$

All prices offered must be “**best and final**” and include a multi-year guarantee of price stability. All terms and conditions beyond those included in this document for the offered service must be included in your proposal.

## 1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Deadline for Written Communication	December 8, 2014
Section 1, 1.6	Response to Written Communication	December 12, 2014
Section 1, 1.15	Deadline for Proposal Submission	December 19, 2014
	Estimated Vendor Functionality Presentation Date ( <b>subject to change</b> )	January 5-6, 2015
	Bid Announcement ( <b>subject to change</b> )	January 16, 2015

	Contract Negotiations <b>(subject to change)</b>	January 19 - 30, 2015
	Estimated Contract Start Date <b>(subject to change)</b>	February 2, 2015

## 1.6 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

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

Inquiries must be made to:

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

Email: [robin.cyr@maine.edu](mailto:robin.cyr@maine.edu)

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

## 1.7 Award

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

## 1.8 Award Protest

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

## 1.9 Confidentiality

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

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

## 1.10 Costs of Preparation

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

## 1.11 Debarment

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

## 1.12 Proposal Understanding

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

## 1.13 Proposal Validity

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

#### 1.14 Non-Responsive Proposals

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

#### 1.15 Proposal Submission

A **SIGNED** original and one virus-free electronic copy (e.g., CD, thumb drive) must be submitted to the **Office of Strategic Procurement, University of Maine System, 46 University Drive, Augusta, Maine 04330**, in a sealed envelope by **December 19, 2014**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

**Name of Bidder**  
**Address of Bidder**  
**December 19, 2014**  
**RFP # 24-15**

#### 1.16 Authorization

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



## Section 2

### 2.0 General Terms and Conditions

#### 2.1 Contract Administration

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

#### 2.2 Contract Documents

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

#### 2.3 Contract Modification and Amendment

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

#### 2.4 Contract Term

The Contract term shall be for a period of **three years (3)** commencing upon **February 2, 2015** at the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for two additional one year periods. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

#### 2.5 Contract Quantities

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

#### 2.6 Contract Data

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

#### 2.7 Contract Validity

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

#### 2.8 Non-Waiver of Defaults

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

## 2.9 Cancellation/Termination

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

## 2.10 Employees

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

## 2.11 Clarification of Responsibilities

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

## 2.12 Litigation

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

## 2.13 Assignment

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

## 2.14 Equal Opportunity

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

## 2.15 Independent Contractor

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

**2.16 Contractor's Liability Insurance**

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

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

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

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

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

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

**2.17 Indemnification**

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or

for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

## **2.18 Payments**

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

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

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

## **2.20 Sexual Harassment**

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

## **2.21 Smoking Policy**

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

# Section 3

## 3.0 Submission Requirements

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

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

### 3.1 Format

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

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

Section I Organization Qualifications and Experience

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

Section II Pricing

1. Provide responses for each requirement in Section 4:
  - 4.4 Cost Proposal

Section III Proposed Services

1. Provide responses for each requirement in Section 5:
  - 5.1 Performance Clauses
  - 5.2 Support Requirements
  - 5.3 Technical Requirements - Security

Section IV Attachments

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

## Section 4

### **4.0 Organizational Qualifications, Experience, References, Economic Impact within State of Maine and Costs**

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

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

#### **4.1 Organizational Qualifications and Experience**

- 4.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 4.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 4.1.3 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 4.1.4 Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
- 4.1.5 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors?
- 4.1.6 The Bidder shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of the RFP. Resumes shall include education, experience, license, and/or certifications of each individual.
- 4.1.7 Can you show evidence that your company has expertise in providing Apple certified diagnostic and repair services? If so, please include the documentation as part of your submission.
- 4.1.8 Can you show evidence that your staff is Apple Certified Technicians? If so, please include the documentation as part of your submission.
- 4.1.9 No financial statements are required to be submitted with your proposals, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

## 4.2 References

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

## 4.3 Economic Impact within the State of Maine

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

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

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

## 4.4 Cost Proposal

### 4.4.1 General Instructions:

4.4.1.1 The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of **February 2, 2015** and an end date of **February 1, 2018** in preparing this section.

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

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

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



- 4.4.2 Cost Proposal Form Instructions – Appendix B
  - 4.4.2.1 The Bidder **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1 contact Robin Cyr at [robin.cyr@maine.edu](mailto:robin.cyr@maine.edu).

## Section 5

### 5.0 Performance Requirements

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

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

#### 5.1 Performance Clauses

- 5.1.1 Include a statement that you understand that the agreement will provide the services outlined in 1.3 Scope of Work.
- 5.1.2 The winning Bidder must enter into a formal University of Maine System Contract for Services, which is attached to this proposal, **Appendix C, University of Maine, Contract for Services**. Include a statement that notes your acceptance to the conditions stated in the University of Maine System Contract for Services. Include as required as part of your response:
  - 5.1.2.1 Language adjustments to **Appendix C, University of Maine, Contract for Services**.
  - 5.1.2.2 Agreement language for **Appendix C, University of Maine, Contract for Services**, Contractor's Service Level Agreement to Support the University as required in Attachment D. Service Level Agreement (SLA) which describes the agreement between the Contractor and the University through the documentation of IT Services, including but not limited to, Service Level Targets and specifies the responsibilities of the IT Service Provider and the University. 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).

#### 5.2 Support Requirements

- 5.2.1 Is there a customer portal available for clients to report issues and obtain information via a knowledge base? What is the process for reporting issues and seeking assistance? What are your turn-around times?

- 5.2.2 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?
- 5.2.3 Please provide a detailed account of your actions should you miss an SLA. Include a description of the actions you would take to assure the lapse did not occur again. Would the University of Maine System be eligible for subscription fee credits as a result of the lapse?
- 5.2.4 Please detail the plan for both the on campus diagnostic and repair service component and access to full spectrum of both Apple and PC computer repair services. The cost of providing this service must be detailed in **Exhibit 1 Table 1**.
- 5.2.5 Please propose if available as part of your solution, a description of loaner programs offered by your company to minimize downtime while a repair is being performed. The cost of providing this service must be detailed in **Exhibit 1 Table 2**.

### 5.3 Technical Requirements – Security

- 5.3.1 Describe your information security policy and practices.
  - 5.3.1.1 What measures including training, processes, and/or background checks do you take to ensure employees will properly safeguard data and not disclose users' content that they might access in the process of repair?
  - 5.3.1.2 What processes are in place to ensure that data on devices is not subject to being disclosed to outside entities. Processes must preclude reuse of device drives or memory without proper cleansing or purging of data.
  - 5.3.1.3 What measures do you take to disclose the privacy rights to the customers
- 5.3.2 Include a statement that notes your acceptance to the conditions stated in **Appendix C, University of Maine, Contract for Services, Attachment C Standards for Safeguarding Information**, as part of the agreement.

# Section 6

## 6.0 List of Appendices and Related Documents

This section lists documents which are included in the RFP.

6.1 Appendix A – University of Maine System Proposal Cover Page

6.2 Appendix B – Cost Proposal Form

6.3 Appendix C – University of Maine System, Contract for Services

6.4 Exhibit 1 – Table 1 and Table 2

# Section 7

## 7.0 APPENDICES

### Appendix A - University of Maine System Proposal Cover Page

**University of Maine System  
PROPOSAL COVER PAGE**

**RFP # 24-15  
Apple Repair Services**

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

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Typed)

# Appendix B - Cost Proposal Form

## University of Maine System COST PROPOSAL FORM

### RFP # 24-15 Apple Repair Services

Bidder's Organization Name:

---

#### **GENERAL INSTRUCTIONS:**

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

**Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all services.

The University Bookstore is located on the University of Maine Campus, in the Memorial Union, Orono, Maine. The University will provide space and utilities including heat phone and internet access, at no cost to the Contractor. Disposal of computers, components and usable parts will be the responsibility of the Contractor; however, some coordination of services and assistance may be available from the University.

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

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

#### **INSTRUCTIONS FOR - Exhibit 1 (Table 1) – Service Catalog Pricing**

- Service Catalog pricing should trace back to the objectives and requirements listed in Sections 1.3, 4 and 5.
- Costs for providing Apple and PC computer repair services will be outlined separately as required in Table 1.
- Total compensation for services rendered and deliverables shall include any hourly billing rate and all expected related expenses, both actual and administrative.
- Costs for subcontractors are to be broken out separately.

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

**INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Loaner Program Service Pricing**

- Your description should relate back to the objective and requirement provided in Section 5.0, 5.2.5

## Appendix C - UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

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

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

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

**Attachment A-1** – Pricing

**Attachment B-1** – Insurance Requirements

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

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

**Attachment D** – Contractor’s Service Level Agreement to Support the University

**Contract Amendments** as required

**Request for Proposal #24-15 Dated December 1, 2014 Titled Apple Repair Services  
Contractor’s Bid in Response to Request for Proposal #24-15 Dated December 1, 2014  
Titled Apple Repair Services**

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

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

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

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.
2. **Term**: This Contract shall commence on **February 2, 2015** and shall terminate on **February 1, 2018**, unless terminated earlier as provided in this Contract with option for **two additional one (1) year extensions** upon the parties’ mutual agreement.
3. **Payment**:
  - A. **“Payment”** shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date

the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

B. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.

4. **Termination**: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.
5. **Obligations Upon Termination**: Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation**: Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest**: No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment**: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration**: **Richard C. Young** shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees,



and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon

reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.

20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
16 Central Street  
Bangor, Maine 04401

Attn: **Richard C. Young**

**To Contractor:**

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

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

Accounts Payable Shared Services  
5765 Service Bldg  
Orono ME 04469

Phone: [207-581-2692](tel:207-581-2692) Donita Gallant  
Fax: [207-581-2698](tel:207-581-2698)  
eMail: [UMAP@maine.edu](mailto: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. **Attachment A** – Specifications of Work to be Performed
  - C. **Attachment A-1** - Pricing
  - D. **Attachment B-1** – Insurance Requirements
  - E. **Attachment B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
  - F. **Attachment C** – University of Maine System Standards for Safeguarding Information
  - G. **Attachment D** – Contractor’s Service Level Agreement to Support the University
  - H. **Contract Amendments** as required
  - I. **Request for Proposal #24-15 Dated December 1, 2014 Titled Apple Repair Services**
  - J. **Contractor’s Bid in Response to Request for Proposal #24-15 Dated December 1, 2014 Titled Apple Repair Services**

**26. Signatures**

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

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

(signature)

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

(print or type)

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

FOR THE CONTRACTOR:

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

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

(signature)

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

(print or type)

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

Chief Procurement Officer or designee

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

## **ATTACHMENT 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 is a land grant and sea grant research University and currently has an enrollment of over 12,000 students (3,800 students in residence) and 2,300 faculty and staff. The University, through the University Bookstore, operates an Apple Campus store for students, staff and faculty. The University is seeking proposals for a customer -centered, Apple Certified diagnostic and repair services with an on campus component to support the Campus Store.

The University Bookstore is located on the University of Maine Campus, in the Memorial Union, Orono, Maine. The University will provide space and utilities including heat phone and internet access, at no cost to the Contractor. Disposal of computers, components and usable parts will be the responsibility of the Contractor; however, some coordination of services and assistance may be available from the University.

### **PRODUCT SCOPE OF WORK:**

This Agreement provides an on campus Apple diagnostic and repair services.

The scope of work includes but are not limited to the following:

1. Provide an Apple certified repair technician to support Apple computer diagnostic and repair service for customers. Upon awarding this professional service contract, to assist in meeting the Apple Certified Technician requirement, the University through Apple will provide six (6) months to achieve Apple certification
2. Provide an Apple certified repair technician for the hours delivering on campus repair and diagnostic services. Tools and repair equipment is responsibility of the provider.
3. Promote and offer convenient access to Apple repair/diagnostic services with a reasonable and consistent on campus presence.
4. Provide access to a full spectrum of both Apple and PC computer repairs services in the local region.
5. Provide a reasonable and consistent schedule for providing Apple diagnostic /repair services within regular store hours (Monday through Friday 8:00 AM to 6:30 PM), with a minimum of 20 hours per week on campus.
6. Provide a financial quote for delivering the on campus Apple and PC Diagnostic and Repair services.

**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 Attachment A-1

## PERFORMANCE TERMS AND CONDITIONS

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator. Employees must remain Apple Certified Technicians.
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. 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. **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.
4. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in **Attachment 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.
5. **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 **Attachment D – Contractor’s Service Level Agreement to Support the University**, of this Agreement.

**ATTACHMENT A-1  
PRICING**

<<ENTER PRICING AGREEMENT HERE>>

**ATTACHMENT B-1  
INSURANCE REQUIREMENTS**

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

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

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

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

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

Certificates of Insurance for all of the above insurance shall be filed with:  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401

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

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





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

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

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect user data against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access.
  - A. User data may include, but is not limited to personally identifiable information such as names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Drivers License and Social Security numbers, in both paper and electronic format.
  - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information contained in user data in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
  - A. Upon the completion of work on any device, contractro shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
  - B. Contractor shall wipe or securely delete user data from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Term and Termination:
  - A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement

5. Contractor shall control access to user data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.
6. Unless otherwise stated in the agreement, user data is the property of the user or the University and shall be turned over to the owner upon request.
7. Contractor shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
8. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of user data 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.
9. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.

**ATTACHMENT D**

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

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



TABLE 2  
 Loaner Program Service Pricing

#	Item Description	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
	<b>APPLE Loaner Program Services</b>			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
	<b>PC Loaner Program Services</b>			
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
	<b>Include additional explanation of costs and list assumptions for loaner program services.</b>			
	<b>List explanations and assumptions here</b>			
	-			
	-			
	-			
	-			
	-			