



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

**BUSINESS PROCESS REENGINEERING
FOR FACILITIES MANAGEMENT INFORMATION SYSTEMS
University of Maine System**

RFP # 39-13

ISSUE DATE:
June 3, 2013

PROPOSALS MUST BE RECEIVED BY:
June 25, 2013

DELIVER PROPOSALS TO:

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

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Maine System is seeking the services of a vendor who will substantially assist with the formal requirements gathering and business process reengineering (BPR) of its Facilities Management Information Systems and Processes. The University expects this study will recommend changes to its technology and processes. The result will be the development of documentation detailing recommended process and system changes and outlining how best to move forward with implementing the process and system changes that address the business, operational, and service requirements.

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

- 1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Background: To ensure that optimal business processes and solutions are selected, the University envisions conducting formal requirements gathering as an integral part of the reengineering activities. The University expects to evaluate not only the internal operational requirements of the University, but the business requirements of University stakeholders and most importantly, the service requirements and performance measures for our primary customers. Additionally, it is known that the current work order system and related processes suffer various issues including but not limited to:
- A lack of system performance monitoring and accountability
 - A burdensome reporting process
 - High stakeholder costs
 - Duplication and lack of consistency of information throughout a number of systems
 - A lack of transparency with all stakeholders
 - Substantial amounts of paper forms with minimal data capture capability
 - Slow response to work order requests

These problems are the result of a number of contributing factors, including poorly designed, paper-based manual processes, disparate technical applications, an inflexible and internally focused work management system, misaligned incentives for system users and a lack of clear system performance standards and metrics. Additionally, the University consists of seven campuses with varying levels of scale and resource availability. This has resulted in uneven adoption in both standard processes and current information systems. It is expected that all future processes and systems will possess scalability to accommodate the difference in size and resource availability.

- 1.4 Goals & Objectives: The University expects to reengineer its core processes in a way that creates internal and external efficiencies, reduces costs in the system, better serves our stakeholders and can leverage state-of-the-art technology to drive staff efficiency, and improve customer service.
- Maximize efficiencies by improving turnaround times on internal processes
 - Improve timely response to work requests
 - Faster delivery of appropriate services

- Improve the process for reporting work status
- Reduce administrative costs
- Speed the resolution of customer inquiries
- Decrease costs through improved processes for all stakeholders
- Improve monitoring of key performance indicators of internal and external stakeholders
- Reduce reliance on paper forms
- Reduce reliance on internal and external manual processes.

The University envisions this BPR engagement involving two key roles; BPR Engineer, and Trainer/Business Analyst. The University's expectations for qualifications and competencies of personnel are:

BPR Engineer:

Minimum Requirements:

- Exceptional analytical skills and facility with creating flowcharts
- Exceptional verbal and written communication skills
- A total of eight years process modeling and process design experience that includes work in at least two different business functions
- Hold a Bachelor's degree in business, computer science, communications, finance, or related field or equivalent experience
- Facility with Microsoft Excel, PowerPoint, and Visio or tool equivalent to Visio
- Proven ability to implement process improvements

Preferred Requirements:

- Experience coordinating software requirements
- Experience in organization development, group facilitation, or cost-benefit analysis
- Experience in using Microsoft Project
- Experience in the higher education facility management industry
- Experience in Asset Management

Trainer/Business Analyst:

Minimum Requirements:

- Exceptional analytical skills and facility with creating flowcharts
- Exceptional verbal and written communication skills
- A total of five years software requirements analysis and software training experience that includes work in at least two different business functions
- Hold a Bachelor's degree in business, computer science, communications, education, finance, or related field or equivalent experience
- Experience with Microsoft Excel, Visio and PowerPoint
- Proven ability to design and deliver software training for projects of at least one hundred users

Preferred Requirements:

- A total of ten years or more software requirements analysis and software training experience that includes work in at least two different business functions
- Experience designing train-the-trainer instruction for software applications

- Formal training in instructional design, group facilitation, cost-benefit analysis, or information systems requirements analysis
- Data modeling experience or training
- Experience with Visio or equivalent tool
- Experience in the higher education industry
- Experience in one or more of the functional areas referenced in Section 3.0 - Scope of Work

1.5 Approach:

1.5.1 Current Phase: (Reengineering Plan). This RFP is being issued to enable University to learn from system stakeholders how to improve the system by making it more responsive to the needs of our customers while driving internal and external efficiencies. This phase will define the required business process changes as well as requirements for a technology solution and will include: outreach and discovery, assessment, communication/information and training, develop BPR recommendations, develop target environment description, develop business case/project proposal, and develop change management roadmap. During this phase, University will examine all options for process and systemic changes recommended by the BPR vendor, determine how to enable the proposed solution and pursue the necessary procurements to acquire additional implementation services for the Reengineering Implementation phase.

1.5.2 Subsequent Phase: (Reengineering Implementation) will include implementing the business process reengineering changes and implementing the technical solution. During the implementation phase, there may be a number of additional subprojects undertaken as a result of the recommendations from the BPR vendor and their acceptance by the University. These subprojects may or may not require additional acquisitions for either technology products or service implementation vendors. Some of these subprojects may also be undertaken entirely within the University, again dependent on the outcomes of the Reengineering Plan phase.

1.6 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to: Cost and technical evaluation criteria that follow:

- Business Process and Application Reengineering Experience
- Methodology
- Past Performance
- Technical Approach
- Management Approach
- Enabling Technology
- Qualifications and Key Personnel Competencies
- References (preferably higher education institutions)

All evaluation factors other than price, when combined, are significantly more important than price. However, as submissions become more equal in their technical merit, the evaluated cost or price becomes more important.

1.7 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site,

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

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
hcwells@maine.edu

The deadline for inquiries is June 18, 2013.

The University will respond to written inquiries not later than close of business, June 20, 2013.

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

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.
- 1.11 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.12 Debarment: Submission of a signed proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by

any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

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

SPECIFICATION PROTEST, RFP #39-13

- 1.17 Proposal Submission: A **SIGNED** original and two (2) copies (THREE TOTAL hard copies) of the proposal, **AND** one virus-free electronic copy (e.g., CD, thumb drive), must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by **Tuesday, June 25, 2013**, 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. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP # 39-13

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

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The UMS Office of Facilities Management or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 **Contract Documents:** 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 all of which shall be incorporated into a Contract for Services (sample attached – Attachment A).
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing and/or commission) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of one (1) year commencing upon issuance of a purchase order. With mutual written agreement of the parties this Contract may be extended.
- 2.5 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 30 days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, the University may terminate this Contract by giving 30 days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.9 **Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Contract Administrator.

- 2.10 **Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.11 **Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.12 **Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.13 **Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.14 **Sexual Harassment:** The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the UMS Director of Equity and Diversity, (207) 973-3372.
- 2.15 **Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.16 **Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)

- | | |
|--|---|
| 2. Vehicle Liability
(Including Hired & Non-Owned) | \$1,000,000 per occurrence or more
(Bodily Injury and Property Damage) |
| 3. Workers Compensation
(In Compliance with Applicable State Law) | Required for all personnel |

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

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

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.

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

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.17 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.

Several campuses within the University System are tobacco free campuses. In these instances, the use of tobacco and all smoking products is not permitted on any University owned property, which includes but is not limited to buildings, university grounds, parking areas, walkways, recreational and sporting facilities, and University owned vehicles. Should Contractor provide any services on a University campus, the Contractor will comply with all applicable campus smoking policies and it will be the responsibility of the Contractor to determine which policies apply.

- 2.18 Gramm Leach Bliley (GLB) Act (Confidentiality of Information): The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.19 Payments: Payment will be upon submittal, and approval, of an invoice to the address shown on the University's purchase order (PO) by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include the PO number. The University's preferred methods of payment are Bank of America's ePayables and PayMode electronic payment systems.

SECTION THREE

3.0 STATEMENT OF WORK:

3.1 Functional Scope: The University lacks a contemporary information management system for facilities management that is scalable for the diverse needs of its campuses and uniformly adopted by them. Among other challenges, this results in:

- Silos of information and duplicative work
- Dilution and inefficient use of scarce resources on the ground
- Customer service challenges in responding to more than 44,000 work orders annually
- A serious hurdle in understanding, reporting and planning accurately for the 9 million square feet and \$2 billion in assets that makes up the infrastructure of the system

The University intends to implement a comprehensive facilities management software platform which is a standards-based, web-architected enterprise Integrated Workplace Management System (IWMS) that is easy to use, well supported, scalable and able to provide information and guide associated processes that in turn drive planning and decision making concerning the existing and future built environment at all levels of the University of Maine System. The University envisions an agile, sustainable and powerful suite of tools that compels it to optimize stewardship of the built environment. Goals and objectives are to:

- Standardize and improve common business practices focusing on best practices
- Establish a consistent long-term relationship with a technology business partner
- Appropriately integrate with our enterprise resource planning solution
- Consolidate disparate facilities management software packages
- Provide management information that meets the needs of all stakeholders
- Meet current needs while allowing for future growth

Phase I of this project will include work management, space management and utility management functionality that meet the specific objectives listed above. The intent is to roll phase I out in three tiers:

- Tier One: The functionality outlined below will roll out to the two larger campuses (University of Maine and University of Southern Maine) along with the University of Maine System office
- Tier Two: The functionality outlined below will roll out to the two mid-size campuses (University of Maine Augusta and University of Maine Farmington)
- Tier Three: The functionality outlined below will roll out to the remaining three smaller campuses (University of Maine Fort Kent, University of Maine Machias and University of Maine Presque Isle)

Mobility: Additional Phase I functionality and mobile solutions will be implemented as desired by interested campuses. The University will procure its own devices for mobile solutions. The University does not plan to deploy dedicated, single use proprietary ruggedized devices. The plan is to deploy a device-agnostic solution using Smart Phones and/or Tablets.

Integrations: The University anticipates multiple integration points with the PeopleSoft and SciQuest applications. At a minimum integration with: General Ledger, leveraging chart field schemas and posting cost information; Human Resources data to support space planning & utilization, and status updates at multiple points during the Procurement Processes.

3.2 Expected Services:

- 3.2.1 Advisory Services: In connection with this implementation schedule, Contractor will substantially assist with the formal requirements gathering and implement a business process reengineering initiative. The results of this BPR exercise will be the development of documentation that will detail recommended process and system changes and outline how best to move forward with implementing the process and system changes that address the business, operational, and service requirements. There are six distinct steps in the BPR effort:

Step 1 - Process Workshop Facilitation:

- Facilitate workshops on individual processes redesign
- Redesign processes to assure greatest possible efficiency and effectiveness
- Processes goals are to maximize reliability and predictability
- Document process work flows in Visio
- Create narrative notes on workflow steps

Step 2 – Socialization - Review & Acceptance:

- Develop communication plan with all constituent groups
- Develop a list of identified process strengths and concerns as viewed by the organization
- Communicate strengths and concerns to constituent groups
- Capture identified organizational concerns in SOP development

Step 3 - Standard Operating Procedure (SOP) Development:

- Establish SOP standard template
- Create SOPs for every step in the new processes
- Address narrative notes to SOP development
- Confirm with Subject Matter Experts (SME's) within the organization

Step 4 - Integration with Information Technology (IT) Systems - Enabling technology:

- Review SOPs and identify touch points with IT systems
- Review application and confirm the ability of the system to support
- Document findings and provide to software engineers for configuration of the system

Step 5 – Training - Customized to individual groups:

- Identify individual constituent groups for training
- Create individual curriculum
- Incorporate screen shots in documentation
- Train the trainers
- Deliver process participants training

Step 6 - Audit/Monitor - Change management review:

- Interview subject matter experts
- Review Key Performance Indicators (KPIs)

- Present findings to management

3.2.2 Phase I Processes: The following processes are seen as being included in this phase of the BPR effort:

- Unplanned/Demand Work Order
- Planned Maintenance
 - Preventive Maintenance
 - Calendar-Based
 - Inspections/Rounds
 - Moves
 - Multi-Trade
 - Projects
- Materials Management
 - Parts Issuance
 - Inventory Management
 - Procurement
- Space Management
 - Inventory
 - Survey
 - Indirect Cost Recovery
- Non-Building Fixed Assets
 - Tracking
 - Depreciation
- Key Management
 - Request
 - Inventory
 - Tracking
 - Returns
- Condition Assessment
 - Deficiencies
 - Estimates
 - Prioritization
 - Lifecycle Modeling
- Mobility

3.3 Responsibilities, Tasks and Deliverables:

3.3.1 BPR Engineer:

3.3.1.1 Responsibilities: include but not necessarily be limited to:

- Apply concepts of process and organizational improvement to assist SME teams responsible for developing comprehensive business designs in specific functional areas
- Guide construction of the business case for change, including performing cost/benefits analyses
- Provide project management services for business analysis and requirements analysis activities
- Design and employ information-gathering techniques, including structured interviews, facilitated workshops, and surveys
- Produce flow charts, swim lane diagrams, context diagrams, Pareto diagrams, and other structured analytic products to capture and

- communicate issues, root causes, concepts, and decisions
- Apply gap analysis techniques to define the nature and extent of needed change and communicate the business case to decision makers
- Integrate information technology capabilities into process designs and specifications
- Document reporting requirements generated as outcomes from each of the new processes and SOP definitions
- Understand and explain the relationship between process design and information capture and retrieval, especially with respect to performance measurement
- Work with IT planners to ensure business goals are supported by IT plans
- Provide leadership throughout the process design effort to ensure success

3.3.1.2 Tasks: will be performed as needed by each process supported under this contract. Not every process will require performance of all tasks. Information gathering and business problem statement: Create the information gathering strategy, design interview and survey instruments, facilitate information-gathering workshops, and review documents. Based on information gathered, define the business problem. Communicate the business problem to stakeholders with written materials, presentations, and graphical illustrations.

3.3.1.3 Deliverables - Information-gathering designs and instruments, written reports, presentations:

Business process analysis, design and documentation: design and facilitate process design sessions, use structured techniques to document procedures and requirements to the appropriate level of detail; compare as-is and to-be designs, create structured gap analyses and communicate the results to stakeholders; assist stakeholders in defining the target Concept of Operations.

3.3.1.4 Deliverables - Process design and root-cause diagrams as needed, presentations, written reports:

Best practice research: identify possible best-practice sources and resources, create structured information-gathering instruments, gather best-practice information, work with stakeholders to communicate best practices and assess their applicability to Maine Systems.

3.3.1.5 Deliverables - Best Practice Analysis reports:

Cost-benefit analysis: perform cost-benefit analysis on proposed process changes. Determine what should be measured, identify data sources, gather and analyze data using Excel or other analytic tool, present the results to stakeholders in formats most effective for communication.

3.3.1.6 Deliverables – Requirement Validation reports:

Cost-benefit analysis: Information technology assessment and requirements: review existing applications and their use, assess usability and appropriateness to requirements, define new requirements, and assist developers in validating requirements.

3.3.1.7 Deliverables – Functional requirements document, flowcharts:

Change management leadership: create project plans, communication plans, risk management plans, and other change management instruments; work with stakeholders to understand and address the potential impacts of proposed changes; oversee the implementation of business process changes.

3.3.1.8 Deliverable – Project management tools:

Project Plans, Communication Plans, Risk Management Plans, performance measures.

3.3.2 Trainer/Business Analyst:

3.3.2.1 Responsibilities: include but not necessarily be limited to:

- Develop expert understanding of business processes slated for automation or improved automation
- Assist the development of the processes analysis that details how the organization will work in the new automated environment by facilitating and documenting analytic session
- Liaise with end users and key stakeholders and provide coordination between end users, the Steering Committee, and the development team
- Develop and deliver scenario-based software training programs, and work with the development team to specify requirements for management of the training environment and for data to support the training scenarios
- Design and create end-user tools, such as classroom materials and User Manuals
- Capture software requirements and communicate them to the development team

3.3.2.2 Tasks: will be performed as needed for each project supported under this contract. Not every project will require performance of all tasks: Create software instructional designs, training plans and materials, manage and conduct training. Based on knowledge of the business processes that the software solution will support and the various user roles, design the software instructional program for end users and other trainers.

3.3.2.3 Deliverables - Instructional Design and Schedule:

Users' Guides and Tools, presentations and reports as required. Develop training materials, including end user documentation, presentation materials, scenarios and exercises, self-guided tutorials, and help tools. Develop and manage the training schedule: Specify data requirements for training scenarios and coordinate delivery of needed data to the training database. Deliver training and train other trainers.

3.3.2.4 Deliverables – Business Analysis:

Perform customer interviews and other analytic activities to support requirements validation, assess business process impacts, and recommend

business process improvements. Create flowcharts and swim lane diagrams to document the as-is business process, specify the target process, and develop the SOP documents. Design and lead stakeholder meetings to agree on process improvement objectives and specify related software requirements. Coordinate requirements with the development team by reviewing use case diagrams and other types of requirements documents.

3.3.2.5 Deliverables – Project Management Tools:

Flowcharts, swim lane, and other analytic diagrams, software requirement specifications, presentations and reports as required.

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Failure to provide 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 Business Profile:

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

4.1.2 **Please submit with your proposal** a detailed history and description of your company and any published reports about your company.

4.2 Pricing: Provide projected costs for each step (see Section 3.2.1) for advisory services for each of the projected processes.

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Demand						
Planned						
• Preventive Maintenance						
• Calendar-Based						
• Moves						
• Multi-trade						
• Projects						
Materials Management						
• Parts Issuance						
• Inventory Management						
• Procurement						
Space Management						
• Inventory						
• Survey						
• Indirect Cost Recovery						
Non-Building Fixed Assets						
• Tracking						
• Depreciation						
Key Management						
• Request						

• Inventory						
• Tracking						
• Returns						
Condition Assessment						
• Deficiencies						
• Estimates						
• Prioritization						
• Lifecycle Modeling						
Mobility						

4.2.1 Assumptions: State any assumptions used in the preparation of projected costs listed in section 4.2.

4.3 Technical Requirements:

4.3.1 Business Process and Application Reengineering Experience: Describe specific work experience with Business Process and Application Reengineering-related activities or projects within the last three (3) years.

4.3.2 Methodology: Describe relevant experience with Facilities Management engagements, or any other relevant agreement similar or greater in scope of analysis.

4.3.3 Past Performance: Describe how, over the past three years, you have consistently delivered high quality work in a positive and professional partnership with your clients; conformed to specifications and standards of good workmanship; ability to control costs and meet project schedules, and meet or exceed client expectations.

4.3.4 Technical Approach: Describe your technical approach to assisting the University in implementing a fully reengineered work order and related application environment in accordance with the six tasks described in the Statement of Work (SOW).

4.3.5 Management Approach: Describe your management approach in responding to the RFP, including your management philosophy and command, control and communications approach. The management approach shall clearly articulate the lines of authority and responsibility within your firm. It shall also specify how work will be managed on-site and off-site.

4.3.6 Mitigation: Describe your plans to mitigate problems or conflicts of interest that surface throughout the life of the engagement. Where the you expect to use subcontractors, you must describe how you will manage your subcontractors to ensure work is well-integrated, consistent, and of high quality.

4.3.7 Enabling Technology: Describe your experience/ability/plan for seamlessly implementing the University's new designed processes into facilities management software solutions. Describe your ability to assist and support University personnel by integrating the new processes with facilities management software platform solutions. List facilities management software platform solutions that you have experience with.

4.3.8 Qualifications and Key Personnel Competencies: Submit a comprehensive staffing plan consistent with your price quotation that demonstrates how you will meet the

performance requirements of the RFP, and specifically those personnel-related requirements outlined in Section 1.4.

- 4.3.9 Organization Chart: Provide a pro-forma integrated project management organization chart which demonstrates that the composition of the team is sufficient to efficiently complete the tasks in this RFP in a timely manner. Additionally, describe the availability of key personnel such as the percentage of time they are available to work on this engagement.
- 4.3.10 Resumes for Key Personnel: Provide resumes for all key personnel not to exceed two pages each. The resumes shall include name, contact information, labor category, education, work experience, and references.
- 4.4 Statement of Work: An expected Statement of Work (see Section Three) has been provided with this RFP. Indicate your acceptance of this Statement of Work as presented, or provide an alternate Statement of Work based on your proposal.
- 4.5 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)
- 4.6 References: A list of three references is required to be submitted with your proposal. These references should be agencies your firm has done business with in the past year **on projects with a similar scope to this one**. Provide company names with contact person, telephone number and email address.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

ATTACHMENT A

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".

WHEREAS, the University desires to enter into a contract for 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:

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 _____ and shall terminate on _____, unless terminated earlier as provided in this contract.

3. **Payment:**

A. The total of **all** payments made against this contract shall not exceed \$ _____. Any expenses not listed here will not be reimbursed.

B. The University shall compensate the Contractor at the rate of \$ _____ per _____ (hour, week, semester, entire project). Payment will be made within 30 days upon submittal and approval of invoices.

C. Reimbursement for travel:

_____ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

OR

_____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

4. **Termination:** This contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this contract, the University shall have the right to terminate this contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the contract during the notification period.

5. **Obligations Upon Termination:** Any materials produced in performance of this contract 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. **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.
7. **Modification:** This contract may be modified or amended only in a writing signed by both parties.
8. **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.
9. **Applicable Law:** This contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration:** _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this contract and to whom all notices must be sent.
11. **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.
12. **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.
13. **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.
14. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venturer 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. 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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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.
20. **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.
21. **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.
22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
23. **Insurance Requirements:** Attachment B, hereby incorporated by reference.
24. **Standards for Safeguarding Information or Safeguarding Customer Information:** Attachment C, hereby incorporated by reference.

FOR THE UNIVERSITY OF MAINE
SYSTEM:

Date: _____

Tax ID #: _____

Date: _____

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

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

Part 1 Tax Status:

Print Name: _____

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

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

☐ Individual/Sole Proprietor Business Name, if different from above _____

Social Security Number ____ - ____ - ____

- or - Business EIN ____ - ____

☐ Partnership EIN ____ - ____

☐ Corporation EIN ____ - ____

Please answer questions below if you are a corporation:

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

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

☐ Limited Liability Company EIN ____ - ____

☐ Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN ____ - ____

☐ Government Entity EIN ____ - ____

☐ Estate or Trust EIN ____ - ____

☐ All other Entities EIN ____ - ____

Part 2 Exemption: **If exempt from Form 1099 reporting, check here:** ☐ **and circle your qualifying exemption reason below**

1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: _____

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

Signature of U.S. person: _____ Date: _____

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

**UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR SERVICES
INSURANCE REQUIREMENTS**

ATTACHMENT B

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.

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

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

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

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

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

- C. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.
 - D. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS guidelines.
 - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
- A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.

- B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
- C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

4. Term and Termination:

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

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

University and shall be turned over to the University upon request.

8. Contractor shall not amend or replace hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or

- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement;
- and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Information in or on Contractor facilities, the following additional clauses should be used.
 - 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.
13. If Contractor employees work under University Management direction, Contractor employees will receive security awareness training and be subject to the same information security standards as University employees. If the Contractor accesses University systems, Contractor shall agree to the University's Acceptable Use Policy.
14. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

UNIVERSITY

By: _____

Signature

Date

Printed

Title

Address

CONTRACTOR

By: _____

Signature

Date

Printed

Title

Address