



ADMINISTERED BY
UNIVERSITY OF MAINE SYSTEM
OFFICE OF STRATEGIC PROCUREMENT
REQUEST FOR BID (RFB)

Quantum
RFB # 48-14
Issue Date: June 23, 2014

Bids Must Be Received By: June 27, 2014 2:00 PM

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

Strategic Sourcing Manager: Robin Cyr
Email: robin.cvr@maine.edu Phone: (207) 621-3098

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Section 1

1.0 General Information

1.1 Purpose

The University of Maine System is seeking bids for specific Quantum Corporation, disk-based backup with deduplication products to replace/upgrade its existing backup solution based on discontinued Quantum products. Specific Quantum product part number and part descriptions are provided in Appendix B, Exhibit 1.

The University currently has a pair of Quantum Dxi 6550s under a support/maintenance contract with Quantum. Bidders should indicate what credit they can provide the University for the outstanding term of the support contract assuming a cutover date of July 14, 2014.

In addition to the products listed in Appendix B, Exhibit 1, the University is interested in pricing information for Quantim's vmPRO software licenses and maintenance.

This Request for Bid (RFB) states the instructions for submitting bids, 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 RFB 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 scope of this bid is obtain the Quantum products and services provided in Appendix B, Exhibit 1 of this document.

In addition to the products listed in Appendix B, Exhibit 1, the University is interested in pricing information for Quantim's vmPRO software licenses and maintenance, please use Appendix B, Exhibit 1 Table 2 to supply this pricing.

1.4 Evaluation Criteria

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in the Scope of Work and Sections 2 – 5 of this document.

1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.15	Deadline for Bid Submission	2:00 P.M. local time, June 27, 2014
	Bid Award Announcement (subject to change)	June 30, 2014
	Contract Negotiations (subject to change)	July 1, 2014 – July 3, 2014
	Estimated Contract Start Date (subject to change)	July 7, 2014

1.6 Communication with the University

It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

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

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

1.7 Award

It is the intent of the University to award this bid all to one bidder. The University reserves the right to conduct any tests it may deem advisable and to make all evaluations. The University reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interests of the University. The University reserves the right to waive

minor irregularities. Scholarships, donations, or gifts to the University will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for “in-state bidders”. When tie bids are either in-state or both out-of-state, the award will be made to the bid that arrives **first** at the Office of Strategic Procurement.

1.8 Award Protest

Bidders may appeal the award decision by submitting a written protest to the Office of Strategic Procurement, 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 bid 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 bid may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning bid 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 bid and any presentations necessary to the bid process.

1.11 Debarment

Submission of a signed bid 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 Bid Understanding

By submitting a bid, 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 Bid Validity

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

1.14 Non-Responsive Bids

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

1.15 Bid 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, Robinson Hall Room 132, 46 University Drive, Augusta, Maine 04330**, in a sealed envelope no later than **2:00 P.M. local time, June 27, 2014**, for a public opening. The bid must be date/time stamped by the Office of Strategic Procurement in order to be considered. Bidders are strongly encouraged to submit bids in advance of the due date/time to avoid the possibility of missing the 2:00 deadline due to unforeseen circumstances. Bidders assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT substitute for receipt of bid. In the event of suspended University operations, the bid opening will be rescheduled for the next business day at the same time and location. Bidders may wish to call **(207) 621-3098** to determine if University operations have been suspended. Bids received after the due date and time will be returned unopened. Additional time will not be granted to any single bidder, however, additional time may be granted to all bidders when the University determines that circumstances require it.

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

Name of Bidder
Address of Bidder
June 27, 2014
RFB # 48-14

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.

1.17 Pre-Bid Conference

THIS ITEM IS INTENTIONALLY LEFT BLANK

1.18 Errors

Bids may be withdrawn or amended by bidders at any time prior to the bid opening. After the bid opening, bids may not be amended. If a significant mistake has been made by an apparent low bidder, the bidder will be given the option of selling at the price given or withdrawing the bid. If an extension error has been made, the unit price will prevail.

1.19 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 bid 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, RFB # 48-14.

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 RFB, the signed bid 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 five (5) years commencing upon the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for two additional one periods. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

2.5 Contract Quantities

The quantities shown on the bid 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>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. 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 Order Status Information

A monthly status/tracking report will be required from the Contractor(s). Evidence of the manufacturer's scheduled ship dates must be submitted to the University on a timely basis. Please submit a sample report with your bid.

2.20 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

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

2.21 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.

2.22 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.

2.23 Furnish and Install

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Section 3

3.0 Submission Requirements

This section contains instructions for Bidders to use in preparing their responses. Bidders shall ensure that all information required herein is submitted with their response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. 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.

3.1 Format

- 3.1.1 Bids 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 The Bidder may not provide additional attachments beyond those specified in the RFB 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.
- 3.1.4 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 RFB.
- 3.1.5 Bidders should complete and submit the bid cover page provided in **Appendix A** of this RFB 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.
- 3.1.6 Contents

The bid shall be submitted under the same cover at the same time, in the three (3) 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:
 - 4.3 Additional Performance Clauses
3. Provide responses for each requirement in Section 5:
 - 5.1 Organizational Qualifications and Experience
 - 5.2 Financial Stability
 - 5.3 References
4. 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 5:
 - 5.4 Bid Pricing
 - Appendix B, Exhibit 1 (Table 1)
 - Appendix B, Exhibit 1 (Table 2)

Section III Attachments

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

Section 4

4.0 PERFORMANCE TERMS AND CONDITIONS

4.1 Contract Administration

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

4.2 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the 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.

4.3 Additional Performance Clauses

4.3.1 Include a statement that you understand that the agreement is for all University of Maine Institutions including the University of Maine System Office. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to any additional University institutions formed during the term of this agreement and to additional entities, such as, the University College a division of University of Maine at Augusta.

4.3.2 Bidder must be a certified Quantum partner for the products and services covered under this bid. Include any evidence that Quantum considers you a certified Quantum partner.

4.3.3 All products must be delivered within 5 days from the receipt of an order. All shipping and handling costs for delivery to University offices must be included at no additional cost.

4.3.4 The Bidder shall ensure that the University has a valid Quantum Contact ID number and Quantum Systems logon/user account.

4.3.5 The winning Bidder must enter into a formal University of Maine System Contract for Services, which is attached to this bid. The award will be for a three (3) year term with no option for extensions. Include a statement that notes your acceptance to the conditions stated in the University of Maine System Contract for Services.

4.3.6 Include a statement that notes your acceptance to the conditions stated in Appendix C, Standards for Safeguarding Information, as part of the agreement.

- 4.3.7 Include **Attachment D Contractor Terms and Conditions** as required to support the contract negotiations process.
- 4.3.8 The Bidder shall provide a 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. This document will be included as part of the **Contract for Services in Attachment E**. The general structure of the agreement should include:
 - 4.3.8.1 Service Description, Service Hours, Service Availability, Reliability, Customer Support, Service Performance, Functionality, Change Management Procedure, Service Reviews, Glossary of Terms, Amendment Sheet (as applicable).

Section 5

5.0 Organizational Qualifications, Experience, Financial Stability, References and Costs

5.1 Organizational Qualifications and Experience

- 5.1.1 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?
- 5.1.2 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 5.1.3 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors?

5.2 Financial Stability

The Bidder shall provide with the response, proof of financial stability in the form of financial statements, credit ratings, a line of credit, or other financial arrangements sufficient to enable the Bidder to be capable of meeting the requirements of this RFB.

5.3 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.

5.4 Bid Pricing

5.4.1 General Instructions:

- 5.4.1.1 The Bidder must submit a bid that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of **July 1, 2014** and an end date of **June 30, 2017** in preparing this section.
- 5.4.1.2 The bid shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and RFB requirements.

- 5.4.1.3 Failure to provide the requested information and to follow the required bid format provided in Appendix B may result in the exclusion of the bid from consideration, at the discretion of the University.
- 5.4.1.4 No costs related to the preparation of the bid for this RFB or to the negotiation of the contract with the University may be included in the bid. 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.
- 5.4.2 Bid Form Instructions – Appendix B
 - 5.4.2.1 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.

Section 6

6.0 List of Appendices and Related Documents

This section lists documents which are included in the RFB.

6.1 Appendix A – University of Maine System Bid Cover Page

6.2 Appendix B – Bid Pricing Form

6.3 Appendix C – University of Maine System Standards for Safeguarding Information

6.4 Exhibit 1 – Table1 & Table 2

6.5 University of Maine System Contract for Services

Section 7

7.0 APPENDICES

Appendix A - University of Maine System Bid Cover Page

University of Maine System
BID COVER PAGE

RFB # 48-14
(Quantum)

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 Bid - 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 bid documents, then the information on the cost bid documents will take precedence.</i>	

- This bid 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 bid.
- 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 bid.
- 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 bid, both programmatic and financial, is complete and accurate at the time of submission.

Authorized Signature

Date

Name and Title (Typed)

Appendix B – Bid Pricing Form

University of Maine System BID PRICING FORM

**RFB # 48-14
(Quantum)**

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

Identify all costs by year, for **three (3) years** to be charged for performing the services necessary to accomplish the objectives of the contract.

Note regarding total cost of ownership: This “cost” will encompass the entire solution pricing along with all services and necessary customizations. If there are additional components or modules that are not included in the offering, they must be identified and itemized as “optional” and include all software, maintenance/support, hosting services, professional services, integration, and customization costs, as applicable. All items identified in the bid (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this RFB response unless expressly stated otherwise.

Indicate all options available for licensing including (if applicable) named licenses, concurrent users, unlimited, etc. Make note of any multi-campus or other discounts as appropriate.

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

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

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

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

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

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

Model Number - Provide the product or service vendor number.

Description Provide a brief description of the component.

Unit Price is the price per unit for the contract period, and anticipated future rates.

Discount Price is the price per unit minus bidder per unit discount for the contract period, and anticipated future rates.

Extended Cost All licensing and maintenance agreement pricing should include rates during the contract period, and anticipated future rates.

Exhibit 1 (Table 1) –Bidders will use this attachment, specifically Table 1 to record all costs associated with this section.

For a copy of the excel version of Exhibit 1 contact Robin Cyr at robin.cyr@maine.edu

INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Growth and Enhancement Pricing

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

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

Model Number - Provide the product or service vendor number.

Description Provide a brief description of the component.

Unit Price is the price per unit for the contract period, and anticipated future rates.

Discount Price is the price per unit minus bidder per unit discount for the contract period, and anticipated future rates.

Extended Cost – Calculated total cost for the line item.

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

Appendix C - University of Maine System Standards for Safeguarding Information

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

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

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

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

received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.

3. Return or Destruction of Compliant or Business Sensitive Information:

A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.

B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.

C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

4. Term and Termination:

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

5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.

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

Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 2 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Information in or on Contractor facilities, the following additional clauses apply.
 - A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
 - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made

disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.

- C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
- D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
- E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
- F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
- G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.

13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

UNIVERSITY

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

CONTRACTOR

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

Quantum - Bid Pricing Form
Exhibit 1 (Table 1)

#	Model Number	Description	Quantity	Unit Price	Discount Price	Extended Cost
1	DXi4700	Configured System	2			
2	DDY47-CN01-005A	Quantum DXi4701 Disk Deduplication Backup Appliance, 5TB Usable Capacity, NAS	2			
3	DDY47-FCE6-001A	Quantum DXi4701 Capacity Expansion, 6TB Usable Capacity, initial order option	2			
4	DDY47-FCE8-001A	Quantum DXi4701 Capacity Expansion, 8TB Usable Capacity, initial order option	4			
5	DDY47-FCED-001A	Quantum DXi4701 Capacity Expansion, 18TB Usable Capacity, initial order option	4			
6	DDY47-ADPA-010P	Quantum DXi4701 Dual Port 10GbE SFP+ Adapter, Optical	2			
7	SDY45-NSYS-0001	Quantum DXi4600/4700 on-site Installation, zone 1	2			
8	SDY47-LX01-BL31	Quantum DXi4701 Disk Deduplication Backup Appliance, 5TB Usable Capacity, NAS/VTL, Bronze Support Plan (5x9xNBD), Uplift, three years, zone 1	2			
9	SDY47-LCE6-BL31	Quantum DXi4701 Capacity Expansion, 6TB Usable Capacity, Bronze Support Plan (5x9xNBD), Uplift, three years, zone 1	2			
10	SDY47-LCE8-BL31	Quantum DXi4701 Capacity Expansion, 8TB Usable Capacity, Bronze Support Plan (5x9xNBD), Uplift, three years, zone 1	4			
11	SDY47-LCED-BL31	Quantum DXi4701 Capacity Expansion, 18TB Usable Capacity, Bronze Support Plan (5x9xNBD), Uplift, three years, zone 1	4			
12	1DXi6700-EZ	Quantum Service Credit				
					Subtotal	0.00
					Less Discount	0%
					Total	0.00

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

Quantum - Growth and Enhancement Pricing
Exhibit 1 (Table 2)

#	Model Number	Description	Quantity	Unit Price	Discount Price	Extended Cost
1		Quantim's vmPRO software licenses and maintenance.				
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
					Subtotal	0.00
					Less Discount	0%
					Total	0.00

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

**UNIVERSITY OF MAINE 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 furnish all qualified personnel, facilities, materials and services and in consultation with the University, to perform the services, study or projects described in the terms of this agreement, Attachment A, Attachment B-1, Attachment B-2, Attachment C, Attachment D, Attachment E, Request for Bid (RFB) #48-14 and Contractor's Bid In Response to RFB #48-14,. The following attachments are hereby incorporated into this Agreement and made part of it by reference:

Attachment A - Specifications of Work to be Performed

Attachment B-1 – Insurance Requirements & Substitute Form W-9

Attachment B-2 – Substitute Form W-9

Attachment C – Standards for Safeguarding Information

Attachment D – Contractor's Terms and Conditions

Attachment E – Contractor's Service Level Agreement to Support the University

Request for Bid #48-14 Dated June 23, 2014 Titled '*Quantum*'.

Contractor's Bid in Response to Request for Bid #48-14 Dated June 23, 2014 Titled '*Quantum*'.

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 July 1, 2014 and shall terminate on June 30, 2017, unless terminated earlier as provided in this Contract. The Agreement will have option for two (2) one (1) year renewals.
3. **Payment :**
 - A. The total of **all** payments made against this contract shall not exceed \$_____. Any expenses not listed here will not be reimbursed.
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. **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 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.

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. **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 B-1** – Insurance Requirements
- D. **Attachment B-2** – Substitute Form W-9
- E. **Attachment C** – Standards for Safeguarding Information
- F. **Attachment D** – Bidder Terms and Conditions
- G. **Attachment E** – Contractor’s Service Level Agreement to Support the University
- H. **Contract Amendments** as required
- I. **Request for Bid #48-14** Dated June 23, 2014 Titled ‘*Quantum*’.
- J. **Contractor’s Bid in Response to Request for Bid #48-14** Dated June 23, 2014 Titled ‘*Quantum*’.

24. Multi-Institution Capabilities. This agreement is for all University of Maine Institutions including the University of Maine System Office. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to any additional University institutions formed during the term of this agreement and to additional entities, such as, the University College a division of University of Maine at Augusta.

25. Signatures:

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE CONTRACTOR:

BY: _____
(signature)

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Name: _____
(print or type)

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Fax: _____

Fax: _____

Date: _____

Date: _____

Tax ID #: _____

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

BY: _____

Date: _____

Title: _____
Chief Procurement Officer or designee

Attachment A

Specifications of Work to be Performed

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

Annual Renewal Obligations – The Contractor will work with the Contract Administrator three (3) months prior to the annual renewal to ensure the licensing and maintenance fees and software licenses will support the University's operations for the upcoming year. This will include revisions based on changes to University staffing and student enrollment.

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

ATTACHMENT B-1

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 B-2

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

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

Part 1 Tax Status:

Print Name: _____

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

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

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

Social Security Number ____ - ____ - _____

- or - Business EIN ____ - _____

Partnership EIN ____ - _____

Corporation EIN ____ - _____

Please answer questions below if you are a corporation:

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

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

Limited Liability Company EIN ____ - _____

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

Government Entity EIN ____ - _____

Estate or Trust EIN ____ - _____

All other Entities EIN ____ - _____

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

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

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

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

**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 University-owned hardware, software or data without prior authorization of the University.
- 9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
- 10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University

Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:

- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
- Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.

11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
 - A. Contractor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
 - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
 - C. Contractor shall backup systems or media stored at a separate location with incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. Contractor shall test restore procedures not less than once per year.
 - D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
 - E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
 - F. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
 - G. Contractor who hosts University Compliant Data or Business Sensitive Information shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
 - H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
13. If the Contractor provides system development, Compliant Data or Business Sensitive Information shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not

recoverable. For programs that process University data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

UNIVERSITY

By: _____
Signature

Date

Printed

Title

Address

CONTRACTOR

By: _____
Signature

Date

Printed

Title

Address

**CONTRACTOR'S TERMS AND CONDITIONS
ATTACHMENT D**

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