



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

**RFP# 9-16**

**Salaried Employee Classification and Compensation  
Program (SECCP)**

Issue Date: February 8, 2016

Inquiry Deadline February 22, 2016

**Response Deadline Date:** March 2, 2016 EOB

**Submission Information:**

Submitted electronically to [gregg@maine.edu](mailto:gregg@maine.edu)  
Email Subject Line – Response RFP# 9-16 SECCP

**Response Contact Information:**

Strategic Sourcing Manager: Gregg Allen  
Email: [gregg@maine.edu](mailto:gregg@maine.edu) Phone: (207) 780-5097

# SECTION 1

## 1.0 General Information

### 1.1 Purpose

The University of Maine System is seeking responses to provide professional services in the area of classification and compensation as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

The University of Maine System (UMS) requests proposals for consultants to provide professional services in the area of classification and compensation. Proposals must be submitted by March 2, 2016. The selected consultant will assist UMS in carrying out the project to develop a classification and compensation program that is effective for competing in the labor market, retaining and rewarding employees, and is in compliance with all laws and regulations including the Fair Labor Standards Act and the Equal Pay Act. The current Job Classification Program contains approximately 1075 classifications. UMS expects a revised program to consist of broader classifications, perhaps numbering 100-125.

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

Though this document is primarily for the University of Maine System, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

### 1.2 Definition of Parties

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

### 1.3 Eligibility to Submit Responses

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

## 1.4 Evaluation Criteria

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

Submission Requirements	Category	Points
Section 5 (5.1-5.2)	Organization Qualifications, Experience, and Financial Stability	35
Section 5 (5.3)	References	20
Section 5 (5.4)	Economic Impact Within State of Maine	5
Section 5 (5.5)	Cost Response	30
Section 6	Contract for Services	10
	<b>Total Points</b>	<b>100</b>

### **Section 5 (5.5 Only)** – Cost Response

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

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **(30)** = pro-rated score

**No Best and Final Offers:** The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their response.

## 1.5 Timeline of Key Events

Reference Section	Event Name	Event Due Date and Time
Section 1, 1.6	Deadline for Written Communication	<b>February 22, 2016</b>
Section 1, 1.6	Response to Written Communication	<b>February 26, 2016</b>
Section 1, 1.15	Deadline for Response Submission	<b>March 2, 2016</b>
	Estimated Vendor Presentation/Interviews Date	<b>TBD</b>
	Award Announcement	<b>TBD</b>
	Contract Negotiations	<b>TBD</b>
	Estimated Contract Start Date (subject to change)	<b>April 1, 2016</b>

## 1.6 Communication with the University

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

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

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

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

## 1.7 Award

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Contract to that/those bidder(s). While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award contract(s) to one or multiple vendors, which may include awards to bidders for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Bidder to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is

contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.

## **1.8 Award Protest**

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

## **1.9 Confidentiality**

The information contained in responses 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 an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response will be available for public inspection. Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting 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 response and any presentations necessary to the response process.

## **1.11 Debarment**

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

## **1.12 Response Understanding**

By submitting a response, 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 Response Validity

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

### 1.14 Non-Responsive Responses

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

### 1.15 Response Submission

A **SIGNED** virus-free electronic copy must be made as follows:

- The response must be provided electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

### 1.16 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 Multi-Institutional

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

# SECTION 2

## 2.0 Scope of Work

Consultant will work closely with UMS staff, UMS advisory committee, and joint labor-management committee to carry out goals of designing and implementing an Executive Compensation plan and the Salaried Employee Classification and Compensation Program (SECCP), a market based classification program with generic job classifications tied to the labor market and internally equitable. Positions included in the SECCP are all exempt positions in the University of Maine System. Positions are located at seven universities and additional centers, farms and facilities across Maine. There are currently approximately 1,750 employees in SECCP and 70 in Executive positions. The majority of employees are represented by the associated UMPSA Professional Staff of the Universities of Maine (Maine Education Association). Initial work will focus on the Information Technology Department.

Consultants are encouraged to recommend alternate ways of completing the project to make best use of current practices and technology. The responsibilities and deliverables specified in this request for proposals may be modified based on discussion during the selection process. Consultants are also encouraged to comment and make recommendations about roles of the consultant and UMS staff to optimize quality and cost effectiveness.

For purposes of the proposal budget, assume that the work will require 6 to 8 on-site visits of two to three days each over the course of the project to Augusta and/or Bangor, Maine to work with the project team, steering committee and labor/management group.

### Project Governance

- The consultant will work with the following individuals and groups.
- Project Team: a small hands-on team of HR professionals who will work with the consultant to develop the position description questionnaire and to make recommendations on all major project decisions.
- Steering Committee: the compensation director and additional named managers of the University Services of Human Resources
- Project leader: HR project manager and Compensation Director
- System Office HR managers: Chief Human Resources Officer, Compensation Director, Director of Labor Relations, Associate Director of Human Resources and Director of Equity and Diversity.
- Labor/Management Group: A group including representatives of the UMPSA bargaining unit and non-represented exempt staff as well as members of the Project Team.

## Consultant responsibilities:

- Work with UMS human resources staff and project leader to develop project plan
- Provide guidance to UMS project leader
- Develop labor market data to be used to relate benchmark positions to the New England labor and National market for similar positions, considering total compensation as well as base wage rates.
- Working with Project Team, develop methodology to be used in evaluating positions, which will result in a market based system with internal equity.
- Advise UMS on issues of sampling or distributing Position Description Questionnaires (PDQ's) to all employees.
- Analyze all PDQ's to develop revised generic classification descriptions.
- Evaluate revised classifications.
- Conduct statistical analysis of benchmark positions to labor market data by job family.
- Based on statistical analysis develop wage band ranges based on best practices regarding wage band spread and progression and develop equation to assign benchmark and non-benchmark positions to the wage bands based on classification and job family.
- Provide guidance for development of crosswalk from current to revised classifications
- Where it is not possible to assign a position to a revised classification based on current classification, develop process and instruments for collecting needed information; analyze responses and assign positions to revised classifications.
- Meet regularly with UMS staff and Project Team to review progress, review draft instruments and processes and gain acceptance by UMS.
- Meet periodically with joint labor management committee and Steering Committee to review draft instruments and processes in order to obtain input and commitment to the project. Meetings to occur to review each major step as the program is developed.
- Advise UMS regarding employee and supervisor communication and training issues.
- Advise UMS, Project Team and joint labor management committee on current best practices regarding pay delivery issues such as initial wage rates for new hires, methods of recognizing progression within the wage band, promotions, demotions and reclassifications.
- Advise UMS on issues related to overall placement in the relevant labor market and compensation targets.
- Prepare cost estimate to implement revised program at target market rate and advise regarding phased implementation if necessary.
- Advise UMS regarding appeals process for employees who believe the position is not assigned to the correct revised classification.

## Deliverables:

- Labor market median rates (total compensation or factoring in relative value of benefits) for benchmark positions.
- Statistically valid method for relating data from position description questionnaire, job family to labor market rates in order to predict labor market from position info in order to assign classifications to wage bands.
- Generic classification descriptions, including job descriptions and specifications (factor ratings and market factors as appropriate)
- Policy and Procedure manual draft, including any forms to be used in administering the program.
- Cross-walk to related current classifications to revised classifications.



- Draft communication and training documents for employees and supervisors/managers.
- Data base including all employees with current and revised classifications, wage bands, employee ID numbers and information needed to incorporate the database into UMS Oracle/PeopleSoft HR system.

Anticipated project work to be completed by UMS staff:

- Field test PDQ on a small number of employees
- Distribution and collection of PDQ's
- Prepare initial data base of employees with identifying information including employee ID, current classification and current wage rate/grade.
- Provide information regarding current program.
- Distribution and collection of any instrument needed to assign positions to appropriate revised classification.
- Finalize communication and training materials; conduct communication and training sessions.
- Develop crosswalk from current to revised classifications.
- Conduct appeals process for employees who believe position is not assigned to the correct revised classification.

## **SECTION 3**

### **3.0 General Terms and Conditions**

#### **3.1 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.

#### **3.2 Contract Documents**

The Contract entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFP, the selected Bidder's response, including all appendices or attachments, 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.

#### **3.3 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.

### 3.4 Contract Term

The Contract term shall be for a period of **one year (1)** with a one year (1) extension 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.

### 3.5 Contract Quantities

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

### 3.6 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.

### 3.7 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.

### 3.8 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.

### 3.9 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, 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.

### 3.10 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.

### **3.11 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.

### **3.12 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.

### **3.13 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.

### **3.14 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.

### **3.15 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.

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

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

### 3.17 Payments

Payment will be upon submittal of an invoice to the address shown on the purchase order by the Contractor on a 2% Net 10 basis. 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.

### 3.18 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.

### 3.19 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  
Robinson Hall  
Augusta, ME**

### 3.20 Sexual Harassment

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

### 3.21 Smoking Policy

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

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

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

### 3.22 Pricing:

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

# SECTION 4

## 4.0 Response Submission Requirements

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

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

### 4.1 General Format Instructions

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

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

- 4.1.2 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.
- 4.1.3 Bidders must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.4 It is the responsibility of the Bidder to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the

University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.

- 4.1.5 The Bidder may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Bidders shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.
- 4.1.6 Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.
- 4.1.7 Bidders are asked to be brief and to respond to each question listed in the **"Requirements Sections"** of this document. Number each response in the response to correspond to the relevant question in this document.

## 4.2 Proposal Format Instructions

The response shall be submitted under the same cover at the same time, in the five (5) distinct sections noted below:

### **Requirements - Organization Qualifications and Experience**

- 1. Label this Section 1 in the response.
- 2. Appendix A – University of Maine System Response Cover Page and table of contents.
- 3. Provide responses for each requirement for **RFP Section 5**:
  - a. 5.1 Organizational Qualifications and Experience
  - b. 5.2 Financial Stability
  - c. 5.3 References
  - d. 5.4 Economic Impact within the State of Maine

### **Requirements - Cost Response**

- 1. Label this Section 2 in the response.
- 2. Provide responses for each requirement in **RFP Section 5**:
  - 5.5 Cost Response – Exhibit 1 referenced in Appendix B.

### **Contract for Services**

- 1. Label this Section 3 in the response.
- 2. Provide copy of the University of Maine, Contract for Services with the required responses as outlined in **RFP Section 6**.

### **Confidential Information**

- 1. Label this Section 4 in the response.
- 2. Provide the documents as outlined in **RFP Section 7**.



### **Attachments**

1. Label this Section 5 in this response.
2. Any remaining attachments required as part of the response.

## **SECTION 5 - REQUIREMENTS**

### **5.0 Organizational Qualifications, Experience, Financial Stability, References & Costs**

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

#### **5.1 Organizational Qualifications and Experience**

- 5.1.1 Consultant's approach to the project – a brief narrative overview addressing both technical and process aspects of the project
- 5.1.2 Consultant experience and qualifications –Consultant must demonstrate experience and knowledge in classification and compensation programs for large employers. Knowledge and ability to appropriately apply statistical techniques to develop valid classification/compensation program. Knowledge of higher education institutions, public employers and union environments is strongly preferred. Experience in working successfully with employee groups to reach consensus on program design is required. Proposal must specify the individuals who will work on the project and their roles.
- 5.1.3 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 5.1.4 Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
- 5.1.5 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Bidder must demonstrate that they are a recognized leader in the services and/or products covered in this document.
- 5.1.6 Describe your firm's understanding of the current higher education needs for providing the products / services described in **Section 2** of this



document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?

- 5.1.7 The Bidder shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Resumes shall include education, experience, license, and/or certifications of each individual.

## 5.2 Financial Stability

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

## 5.3 References

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, including those with multi-campus integrated solutions.

## 5.4 Economic Impact within the State of Maine

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

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

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

## 5.5 Cost Response

### 5.5.1 General Instructions:

- 5.5.1.1 The Bidder must submit a cost response that covers the entire period of the contract, including any optional renewal periods. Detail all billing rates and expenses and the overall project cost.

- 5.5.1.2 The cost response shall include the costs necessary for the Bidder to fully comply with the contract terms and conditions and requirements.
  - 5.5.1.3 Failure to provide the requested information and to follow the required cost response format provided in Appendix B may result in the exclusion of the response from consideration, at the discretion of the University.
  - 5.5.1.4 No costs related to the preparation of the response for this document or to the negotiation of the contract with the University may be included in the response. 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.
- 5.5.2 Cost Response Form Instructions – Appendix B
- 5.5.2.1 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, email the contact provided in **Section 1.6**.

## SECTION 6

### 6.0 Contract for Services Requirements

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

As part of the response each Bidder is required to provide as part of their response submission the following:

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

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

**OR**

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

- 6.1.2 Copies of your Certificate of Insurance and Form W9 or W8 should be provided as outlined in **Section 10** of this document to ensure the confidentiality of the information.

## SECTION 7

### 7.0 Confidential Information

- 7.1 Certificate of Insurance – Provide 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 **3.19 Contractor's Liability Insurance**.

- 7.2 Form W-9 or Form W-8 if you are a foreign person.

## **SECTION 8**

### **8.0 List of Appendices and Related Documents**

This section lists documents which are included.

Appendix A – University of Maine System Response Cover Page

Appendix B – Cost Response Form

Contract for Services

Rider A- Specifications of Work to be Performed

Rider B-1 Insurance

Rider B-2 Substitute Form W-9

Rider C- Standards for Safeguarding Information

Rider D- Implementation Plan and Timeline

## Appendix A – University of Maine System Response Cover Page

### RFP # 9-16 SECCP

Organization Name:	<b>University of Maine System</b>
Chief Executive – Name/Title:	<b>Lynda Dec</b>
Telephone:	<b>207-973-3200</b>
Fax:	<b>207-973-3209</b>
Email:	<a href="mailto:lynda.dec@maine.edu">lynda.dec@maine.edu</a>
Headquarters Street Address:	<b>16 Central St</b>
Headquarters City/State/Zip:	<b>Bangor, ME 04401</b>
Lead Point of Contact for Quote – Name/Title:	<b>Gregg Allen</b>
Telephone:	<b>207-973-3376</b>
Fax:	
Email:	<a href="mailto:gregg@maine.edu">gregg@maine.edu</a>
Street Address:	<b>16 Central St</b>
City/State/Zip:	<b>Bangor, ME 04401</b>

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's response.
- 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 quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

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

---

Authorized Signature

---

Date

---

Name and Title (Typed)

## Appendix B - Cost Response Form

### University of Maine System COST RESPONSE FORM

RFP # 09-16  
SECCP

Bidder's Organization Name:

---

#### GENERAL INSTRUCTIONS:

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

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

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

The 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.

***\*\*Bidders’ are encouraged to provide additional price incentives for providing an enterprise solution or award of multiple institutions.***

**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 response simply leave it blank.

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

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

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

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

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

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

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

## UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract for Services Master Agreement ("Agreement" or "Master Agreement") entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **University of Maine System**, hereinafter referred to as the "**University**", and \_\_\_\_\_, hereinafter referred to as "**Contractor**".

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

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

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

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

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

**Rider D** – Implementation Plan and Timeline

**Rider E** – Services Engagement Form

**Rider F** – Contractor's Service Level Agreement to Support the University

**Contract Amendments** as required

Request for <<insert Bid or Proposal>> #<<insert #>> Issue Date <<insert date>> Titled <<insert title>>

**Contractor's Bid in Response to Request for <<insert Bid or Proposal>> #<<insert #>>**  
Proposal Submission Date <<insert date>> Titled <<insert title>>

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

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

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

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term:** This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract with option for <<enter renewals as appropriate>> upon the parties' mutual agreement.
3. **Payment:**



- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
  - B. The total of **all** payments made against this contract shall not exceed \$\_\_\_\_\_. Any expenses not listed here will not be reimbursed.
  - C. 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.
  - D. Reimbursement for travel:  
\_\_\_\_\_ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.
  - E. Other expenses (postage, printing, phone, etc.) shall not exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
4. **Termination:** The **Agreement** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.

10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
12. **Non-Discrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply.
18. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
Robinson Hall  
Augusta, Maine 04330

Attn: Laurie Clark

**To Contractor:**

**<<BID INSTRUCTIONS – Bidder to supply information noted below for submission with their proposal/bid. >>**

**Company Name:**

**Contact Name:**

**Address:**

**Phone Number:**

**Fax Number:**

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

Accounts Payable Shared Services  
5765 Service Bldg.  
Orono, ME 04469

Phone: [207-581-2692](tel:207-581-2692)

Fax: [207-581-2698](tel:207-581-2698)

Email: [UMAP@maine.edu](mailto:UMAP@maine.edu)

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A** - Specifications of Work to be Performed
- C. **Rider A-1** – Pricing
- D. **Rider B-1** – Insurance Requirements
- E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
- F. **Rider C** – University of Maine System Standards for Safeguarding Information
- G. **Rider D** – Implementation Plan and Timeline
- H. **Rider E** – Services Engagement Form
- I. **Contract Amendments** as required
- J. **Request for <<insert Bid or Proposal>> #<<insert #>> Issue Date <<insert date>> Titled <<insert title>>**
- K. **Contractor's Bid in Response to Request for <<insert Bid or Proposal>> #<<insert #>> Proposal Submission Date <<insert date>> Titled <<insert title>>**

26. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an

institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

**The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

## 27. Smoking Policy

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

## 28. Signatures

FOR THE UNIVERSITY OF MAINE  
SYSTEM:

BY: \_\_\_\_\_  
(signature)

Name: Lynda Dec  
(print or type)

Title: Chief Human Resources Officer

Address: 16 Central St

Bangor, ME 04401

Telephone: 207 973-3202

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

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

FOR THE CONTRACTOR:

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

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

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

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

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

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

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

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

**Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the**

**Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted.”**

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

Title: \_\_\_\_\_  
Chief Procurement Officer or designee

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

## RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

### INTENT AND PURPOSE

<<ENTER INTENT AND PURPOSE DESCRIPTION>>

### PRODUCT SCOPE OF WORK:

<< BID INSTRUCTIONS - Bidder to provide product/service scope of work description as part of their proposal/bid submission. >>

**Additional Scope:** The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

**PRICING:** Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

### PERFORMANCE TERMS AND CONDITIONS

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update

equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits “as needed” on three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.
4. **Toll-Free Access:** The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
5. **Accessibility:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this agreement, and the “[Web Content Accessibility Guidelines \(WCAG\) 2.0](http://www.w3.org)” published by [www.w3.org](http://www.w3.org).

If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, etc., the Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and vendor further agrees to indemnify and hold harmless the University of Maine campuses and system or any university entity using the Contractor's products or services from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the vendor’s products or services covered by this agreement to ensure compliance with Section 508 and WCAG 2.0. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this agreement if the non-compliance is not corrected within 30 days of being reported to the vendor in writing. All withheld amounts will be paid to the vendor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.

Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement and a pro-rated refund of fees paid from the University for the remainder of original contract period.

6. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in *Rider C - University of Maine System Standards for Safeguarding Information*. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement. The University will be entitled to receive a prorated refund measured from the effective date of the termination.



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

**RIDER B-1  
INSURANCE REQUIREMENTS**

**<< BID INSTRUCTIONS - Bidder to provide their Contractor's Liability Insurance (CIA) Form here as part of their proposal/bid submission. The text below will be removed and the CIA form will be inserted as an image under Rider B-1>>**

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

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

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

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

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

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

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

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

## RIDER B-2

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

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

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

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. ([infosecurity.maine.edu](http://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 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. Contactor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control

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

**RIDER D  
IMPLEMENTATION PLAN AND TIMELINE**

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