



Administered by University of Maine System
Office of Strategic Procurement
Request for Bid (RFB)

Print Collateral for University of Maine
RFB # 114-17

Issued Date: May 25, 2017

Response Deadline Date/Time: June 14, 2017: 2:00 p.m. EST

Response Submission Information:

Submitted electronically to Gregg@maine.edu
Email Subject Line – Print Collateral for University of Maine - RFB# 114-17

Response Contact Information:

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

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as UMS, Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

1.1.2 Background

Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, UMS extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UMaine); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.

Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.

University of Maine

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

1.1.3 Purpose

UMS is seeking responses to provide print collateral as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between UMS and the awarded Respondent(s).

The following items will need to be printed, assembled and mailed:

Viewbook & Envelopes
Search Piece
Folding Piece & Envelopes
Acceptance Folder & Inserts
Bumper Stickers

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required and refer to attached PDFs.

NOTE: Due to the competitive nature of the student recruitment market and exclusive nature of UMaine's materials, we request any bidders viewing the detailed images beyond the specs in the RFB sign a nondisclosure agreement. After which, UMS will provide highly detailed proofs and other images of the student recruitment materials to be produced, all in an effort to provide as much information as possible to obtain valid cost estimates.

Though this document is primarily for the University of Maine (UMaine) 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 UMS locations.

1.1.4 Specifications / Scope of Work

Primary consideration will be given to the quality of printed samples, on-going costs associated with periodic onsite press visits, a demonstrated ability and level of experience, including number of years of experience printing materials of a similar nature, and client references.

NOTES:

Files and proof signoffs required from UMaine representatives.

Contractor will be responsible for mailing 45,000 Viewbook and trifold posters, with the balance delivered to UMaine campus.

Deliverables expected week of 8/7/17.

VIEWBOOK:

Size:

- Finished spread size - 20"x7"
- Finished folded size - 10"x7"

Quantity:

90,000

Pages:

40 page (36 + cover) booklet printed on 10 (20"x7") sheets, folded down to 10"x7"

Stock:

- Front & Back Cover: White 100# Gloss Cover
- Interior Pages: White 100# Gloss Text

Ink:

- Cover (front & back): 4 colors in 4/c process & Gloss AQ ink
- Interior Pages (front & back): 4 colors in 4/c process & Gloss AQ ink

Bleed:

1/8" bleed

Binding:

Score fold & saddle-stitch

VIEWBOOK ENVELOPE:

Size:

- Trimmed size - 12.5"x16.5"
- Finished envelope size - 10.5"x7.5"

Quantity: 65,000

Pages:

40 page (36 + cover) booklet printed on 10 (20"x7") sheets, folded down to 10"x7"

Stock: #70 White Williamsburg Offset Text

Ink:

- Front & Back Cover: 4 colors in 4/c process & Gloss AQ ink
- Interior Pages: 4 colors in 4/c process & Gloss AQ ink

Bleed: 1/8" bleed

Binding: Score fold & saddle-stitch

SEARCH PIECE TRIFOLD POSTER & ENVELOPE:

Size:

- Final trimmed size - 18"x36"
- Final folded size - 9"x12"

Quantity: 70,000

Stock: #70 smooth opaque text

Ink: -Front: 4 colors in 4/c process
-Back: 4 colors in 4/c process

Bleed: 1/8" bleed

Binding: none

Folds: 3

Side-opening white envelope, printed with UMaine logo and return address

Quantity: 70,000

FOLDING PIECE:

Size:

- Final printed size - 16"x11"
- Final cut sizes - 2 8"x5.5" & 2 4"x11" (4 total)

Quantity: 16,000

Stock: White #129 Dull Cover

Ink:

- Front: 4 colors in 4/c process
- Back: 4 colors in 4/c process

Bleed: 1/8" bleed

Cutting & Binding: Die cut, score, slit, tape, fold

Printing: Laminate 1.5 mil soft touch film lam 2 sides

FOLDING PIECE ENVELOPE:

Size:

- Trimmed size - 13"x18"
- Finished folded size - 11.5"x8.5"

Quantity: 16,000

Stock: White 18# 18pt C1S

Ink: Front: 5 colors in 4/c process & spot dull varnish ink

Bleed: 1/8" bleed

Binding: Die cut, score fold, glue & tape

FOLDER 1 SPECS:

Size: 21.5"x16"

Quantity: 16,000

Stock: 12pt. C1S

Ink: -Front: 4 colors in 4/c process
-Back: 4 colors in 4/c process

Bleed: 1/8" bleed
Binding: Glue

Folds: 5

FOLDER 2 SPECS:

Size: 17.6"x16"

Quantity: 16,000

Stock: 12pt. C1S

Ink: -Front: 4 colors in 4/c process
-Back: 4 colors in 4/c process

Bleed: 1/8" bleed

Binding: none

Folds: 2-3

DEFINE YOUR FUTURE INSERT:

Size: 8.5"x11"

Quantity: 16,000

Stock: 100# Silk Text

Ink: -Front: 4 colors in 4/c process
-Back: 4 colors in 4/c process

Bleed: 1/4" bleed

Binding: none

Folds: none

ENROLLMENT INSERT:

Size: -Trimmed - 17"x11"
-Folded final - 8.5"x11"

Quantity: 16,000

Stock: 100# Silk Text

Ink -Front: 4 colors in 4/c process
-Back: 4 colors in 4/c process

Bleed: 1/4" bleed

Binding: none

Folds: 1

HOUSING INSERT:

Size: -Trimmed - 17"x11"
-Folded final - 8.5"x11"

Quantity: 16,000

Stock: 100# Silk Text

Ink -Front: 4 colors in 4/c process
-Back: 4 colors in 4/c process

Bleed: 1/4" bleed

Binding: none

Folds: 1

STUDENT LIFE INSERT:

Size -Trimmed - 2 sheets 17"x11"
-Folded final - 8.5"x11"

Quantity: 16,000

Stock: 100# Silk Text

Ink -Front: 4 colors in 4/c process
-Back: 4 colors in 4/c process

Bleed 1/4" bleed

Binding: none

Folds: 1

BUMPER STICKER:

Size 5"×5"

Quantity: 100,000

Ink -Front: 4 colors in 4/c process

1.2 General Information

1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFB, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of UMS and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

1. University of Maine System Contract for Services
2. Agreement Riders as required
3. Contract Amendments (as required)
4. UMS's RFB
5. Respondent's Submission
6. Purchase Order or Letter of Agreement

1.2.1.2 Modification of Agreement terms and conditions is permitted except that UMS, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.

- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed; or
- i. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Bid, bid or other offer to do business with UMS your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between UMS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between UMS (including UMS's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with UMS employees or other end Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 Communication with UMS

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded

by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. UMS 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 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

The information contained in responses submitted for UMS's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time, UMS will issue award notice letters to all participating Respondents and the successful Respondent's response may be made available to participating Respondents upon request. Such request will be made by submitting a written request to the individual noted in the **Response Contact Information** shown on the cover sheet of this document, with a copy of the request to the successful Respondent.

After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. UMS will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

UMS must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent 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.

1.2.4 Costs of Preparation

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

1.2.5 Authorization

Any Agreement for services that will, or may, result in the expenditure by UMS 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.

1.2.6 Multi-Institutional

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

1.2.7 Pricing

All prices provided shall remain firm for the first year of the agreement. UMS reserves the right to adjust specifications in collaboration with the Contractor, for subsequent issues, to reduce costs. Any additional work, corrections or changes to the specifications at variance with the Contractor's response to this RFB shall not be allowed without prior written authorization from UMS.

1.2.8 Cost Response Form Quantities

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

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

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1, 1.6	Deadline for Written Inquiries/Questions	June 2, 2017
Section 1, 1.6	Response to Written Inquiries/Questions	June 6, 2017
Section 1, 1.15	Deadline for Proposal Submission	June 14, 2017
Section 1, 1.6	Award Announcement (subject to change)	June 16, 2017
	Contract Negotiations (subject to change)	June 19, 2017
	Estimated Agreement Start Date (subject to change)	July 3, 2017

1.3.2 Eligibility to Submit Responses

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

1.3.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent’s proposal, at UMS’s discretion.

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 UMS will be notified of any change in this status.

1.3.4 Response Understanding

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

1.3.5 Response Validity

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

1.3.6 Non-Response Submission

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

1.3.7 Respondents' Presentations

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

1.3.8 Response Submission

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

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

1.3.9 Samples

Submit four samples of similar in nature to the kind of print job specified in this bid, particularly any printed in the last year. UMS reserves the right to request additional samples prior to an award. Each sample shall be properly labeled with the name of the Bidder and the bid number and shall be provided at no cost. Send samples to:

Margaret Nagle

Division of Marketing and Communications
5703 Alumni Hall, Suite 213
University of Maine
Orono, ME 04469-5703

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

Award will be made to the low bidder provided that all other requirements are satisfactorily met, as outlined in Section 1.1.4 of this document

UMS will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

2.2 Award

Presentations may be requested of two or more bidders deemed by UMS to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, UMS 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 UMS prefers a single solution, it reserves the right to award contract(s) to one or multiple vendors, if such award is in the best interest of UMS.

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

2.3 Negotiations

UMS reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or UMS's Request for Bids to an extent that may affect the price of goods or services requested. UMS reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFB. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, UMS may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, UMS may cancel the RFB, at its sole discretion.

2.4 Award Protest

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

If this RFB results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

RESPONSE FORMAT REQUIREMENTS

2.5 General Format Instructions

2.5.1 Electronic Submissions

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

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

2.5.2 Respondent's Responsibility

It is the responsibility of the Respondent 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 UMS's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.

2.6 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. 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.

UMS 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. UMS seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

2.6.1 Section 1 - Response Cover Page

- 2.6.1.1 Label this response - Section 1 – UMS Response Cover Page
- 2.6.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 2.6.1.3 Insert Appendix B - Debarment, Performance and Non-Collusion Certification

2.6.2 Section 2 - Cost Response

- 2.6.2.1 Label this response - Section 2 – Cost Evaluation
- 2.6.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

2.6.3 Section 4 - Contract for Services

- 2.6.3.1 Label this response - Section 4 – Contract for Services
- 2.6.3.2 Insert Appendix D – Contract for Services
- 2.6.3.3 Insert Appendix E – Certificate of Insurability Form

3.0 APPENDICES

- 3.1** Appendix A – University of Maine System Response Cover Page
- 3.2** Appendix B – Debarment, Performance and Non-Collusion Certification
- 3.3** Appendix C – Required Cost Evaluation Exhibits
- 3.4** Appendix D – Contract for Services
- 3.5** Appendix E – Certificate of Insurability Form

Appendix A – University of Maine System Response Cover Page

RFB # 114-17
Print Collateral for University of Maine

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

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by UMS or any other UMS agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Bid, bid or other offer to do business with UMS your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between UMS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between UMS (including UMS's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with UMS's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

Continued - Appendix A – University of Maine System Response Cover Page

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION

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Print Collateral for University of Maine

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at UMS's discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFB # 114-17
Print Collateral for University of Maine

Respondent's Organization Name:

GENERAL INSTRUCTIONS:

1. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution.
2. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of UMS. You can add rows and columns required to insert additional information
3. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with UMS may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included..
4. If there are additional options or services that are not included in the offering, they must be identified and itemized as "optional" and include a description of the product or service and the costs of the option. 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.
5. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
6. UMS will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

Exhibit 1 (Table 3) – Respondents will use this attachment to record all costs associated with this section. Please refer to Section 1.1.14

Viewbook & Envelope:

Viewbook: 90,000
36 inside pages plus cover \$ _____

Envelopes: 65,000 copies \$ _____

Press Checks: Indicate the location where press-checks will be conducted (city, state):

Mail Prep/Packaging (45,000)

Item (Price/1000)

Assembly

\$ _____

Labeling Setup/Bar Coding

\$ _____

Labeling

\$ _____

Shipping to Mail Facility

\$ _____

Shipping 45,000 viewbooks and 20,000 envelopes to UMaine

\$ _____

Search Piece Trifold Poster & Envelope:

Quantity 70,000 \$ _____

Envelopes: 70,000 \$ _____

Press Checks: Indicate the location where press-checks will be conducted (city, state):

Mail Prep/Packaging (45,000)

Item (Price/1000)

Assembly

\$ _____

Labeling Setup/Bar Coding

\$ _____

Labeling

\$ _____

Shipping to Mail Facility

\$ _____

Shipping 25,000 posters and 25,000 envelopes to UMaine

\$ _____

Folding Piece & Envelope:

Quantity: 16,000 \$ _____

Envelopes: 16,000 \$ _____

Press Checks: Indicate the location where press-checks will be conducted (city, state):

Shipping to UMaine

\$ _____

Acceptance Folders:

Folder 1 \$ _____

Folder 2 \$ _____

Quantity: 16,000 each

Press Checks: Indicate the location where press-checks will be conducted (city, state):

Inserts:

Define Your Future \$ _____

Enrollment \$ _____

Housing \$ _____

Student Life \$ _____

Quantity: 16,000 each

Press Checks: Indicate the location where press-checks will be conducted (city, state):

Mail Prep/Packaging

Item (Price/1000)

Assembly

\$ _____

Labeling Setup/Bar Coding

\$ _____

Labeling

\$ _____

Shipping to Mail Facility

\$ _____

Bumper Sticker

Quantity: 100,000

\$ _____

Press Checks: Indicate the location where press-checks will be conducted (city, state):

Shipping to UMaine Campus

\$ _____

Appendix D – Contract for Services

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract for Services Master Agreement (“Agreement”) entered into this ____ day of _____, _____, by and between the **University of Maine System**, hereinafter referred to as UMS, 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 UMS, the Contractor hereby agrees with UMS 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 – Services Engagement Form

Rider E – Implementation Plan and Timeline

Rider F – Contractor’s Service Level Agreement to Support UMS

Contract Amendments as required

Request for Bid # 114-17 Issue Date 5/25/17 Titled Print Collateral for University of Maine
Contractor’s Bid in Response to Request for Bid Proposal Submission Date <<insert date>>
Titled Print Collateral for University of Maine.

WHEREAS, UMS 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 UMS;

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 four (4) additional one (1) year extensions upon the parties' mutual agreement.
3. **Payment:**
 - A. Payment shall be made upon submittal of an electronic invoice to UMS 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. Reimbursement for travel:
_____ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.
 - C. **"Additional Services"** UMS will have the option to purchase additional services under this Agreement.
 - D. **"Multi-Institution Capabilities"** UMS will have the option to include products and services under this Agreement to additional UMS institutions, this includes any additional UMS institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The **Agreement** may be terminated by UMS in whole, or in part, whenever for any reason UMS shall determine that such termination is in the best interest of UMS. 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. UMS 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 UMS and shall be turned over to UMS upon request. UMS shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to UMS.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if UMS is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then UMS is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of UMS 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 UMS 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 UMS.
10. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration**: Christopher Richards shall be UMS's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.
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. UMS 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 UMS, 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 UMS 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 UMS, not a partner, agent or joint venture of UMS 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 UMS, 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 UMS'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 UMS 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 UMS and shall be turned over to UMS 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 UMS (including UMS'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 UMS's employees or other end Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. UMS will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.
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 UMS 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. UMS, 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 tUMS, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with UMS funds shall vest with UMS. The Contractor shall at all times obtain the prior written approval of UMS 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, UMS 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 UMS.
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 of Maine System:

University of Maine System
Robinson Hall
46 University Drive
Augusta, ME 04330

Attn: **Contract Administration**

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:

University of Maine System
Accounts Payable
PO Box 533
Bangor, ME 04402

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

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

Email: UMAP@maine.edu

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

- A. **Terms and conditions of this Agreement**
- B. **Rider A** - Specifications of Work to be Performed
- C. **Rider A-1** – Pricing
- D. **Rider B-1** – Insurance Requirements
- E. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
- F. **Rider C** – University of Maine System Standards for Safeguarding Information
- G. **Rider D** – Services Engagement Form
- H. **Rider E** – Implementation Plan and Timeline

- I. **Rider F** – Contractor's Service Level Agreement to Support UMS
- J. **Contract Amendments** as required
- K. **Request for Bid # 114-17** Issue Date 5/25/17 Titled Print Collateral for University of Maine
- L. **Contractor's Bid in Response to Request for Bid # 114-17** Submission Date <<insert date>> Titled Print Collateral for University of Maine.

26. Multi-Institution Capabilities UMS will have the option to include products and services under this Agreement to additional UMS institutions, this includes any additional UMS 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 UMS'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

UMS 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, UMS institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

Signatures

FOR THE UNIVERSITY OF MAINE
SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

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

Chief Financial Officer approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY: _____

Title: _____
Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____
Chief Financial/Business Officer or designee

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

INTENT AND PURPOSE

The University of Maine is seeking responses to provide print collateral as defined in this document (RFB # 114-17)

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 UMS.

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 UMS. If the UMS 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, UMS 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 UMS 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 UMS. 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 UMS, toll-free telephone access to technical support. UMS prefers a unique toll-free telephone number just for UMS. 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.

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.

UMS, 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 UMS. 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 UMS 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, UMS may terminate this agreement. UMS 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 E- Implementation Plan and Timeline*, of this Agreement.
8. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to UMS as outlined in *Rider F - Contractor's Service Level Agreement to Support UMS*, of this Agreement.

9. **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 UMS 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 UMS 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 UMS for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of UMS, 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.

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

RIDER B-2

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

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

Compliant Data is defined as data that UMS 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 UMS.

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 UMS, or collected by the Contractor on behalf of UMS, 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 UMS or cardholder data relating to UMS 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 UMS except as permitted or

required by this Agreement, as required by law, or as otherwise authorized in writing by UMS.

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 UMS gives written permission to destroy) in a reasonable manner all such information received from UMS, or created or received by Contractor on behalf of UMS, provided, however, that Contractor shall reasonably cooperate with UMS 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 UMS 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 UMS 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 UMS 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 UMS, or created or received by Contractor on behalf of UMS, 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 UMS 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 UMS 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 UMS and shall be turned over to UMS upon request.

8. Contractor shall not amend or replace UMS-owned hardware, software or data without prior authorization of UMS.
9. If mobile devices are used in the performance of this Agreement to access UMS 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 UMS any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by UMS. Contractor shall make the report to UMS 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 UMS. Contractor shall keep UMS informed on the progress of each step of the incident response. Contractor shall indemnify and hold UMS 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 UMS 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 UMS reasonably determines in good faith that Contractor has materially breached any of its obligations, UMS, 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 UMS 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 UMS Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
 - A. Contractor computers that host UMS 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 UMS to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
 - F. The installation or modification of software on systems containing UMS Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
 - G. Contractor who hosts UMS 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 UMS 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 UMS 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.

Appendix E – Certificate of Insurability Form

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.

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