



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

Board Book Solution
RFP # 41-14
Issue Date: May 13, 2014

Proposals Must Be Received By: June 2, 2014

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

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

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Section 1

1.0 General Information

1.1 Purpose

The University of Maine System is seeking proposals for the provision of a proven cloud-based board book solution that will facilitate the University's Board of Trustees access to board materials, past and present, and provide tools that greatly reduce the time and cost of producing and managing board materials and scheduling board work.

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

1.2 Definition of Parties

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

1.3 Scope and Goals

The Board of Trustees is comprised of sixteen members appointed by the Governor for up to two consecutive five-year terms. Board materials are developed and/or used by Board members, Board staff, Executive level staff who work with Board committees, support staff, presidents of the seven universities, and Board member assistants. We anticipate a need for up to 50 individuals to have access to the Board materials at any point in time.

The Board of Trustees meets six times per year plus an annual retreat. The Board works through standing and ad hoc committees. The major standing committees (Finance, Facilities and Technology; Academic and Student Affairs; and Human Resources and Labor Relations) usually meet six times per year. The Investment Committee, Audit Committee and Executive Committee meet less frequently. Ad hoc committees meet as needed, including Presidential and Chancellor search committees. There are approximately 20 – 25 meetings per year of the standing committees.

1.4 Scoring Weights and Process

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

Section 3 - Organization Qualifications, Experience, References and Financial Stability (**20 points**)

- Includes elements addressed in Section 3 (3.1 – 3.3)

Section 3 – Cost Proposal (30 points)

- Includes elements addressed in Section 3 (3.4 Only)

Section 4 – Specifications of Work to be Performed – Business (30 points)

- Includes all elements addressed in Section 4.

Section 5 – Specifications of Work to be Performed - Technical (20 points)

- Includes elements addressed in Section 5 (5.1 - 5.3).

Section 5 – Specifications of Work to be Performed – Technical Security (Pass/Fail)

- Includes elements addressed in Section 5 (5.4 only).

1.5 Scoring the Cost Proposal

The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded **30 points**. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

$$(\text{Lowest submitted cost proposal} / \text{cost of proposal being scored}) \times (30) = \text{prorated score}$$

No Best and Final Offers: All Bidders are expected to provide their best value pricing with the submission of their proposal.

1.6 Timeline of Key Events

| RFP Reference Section | Event Name | Event Due Date and Time |
|-----------------------|---|--------------------------------|
| Section 1, 1.9 | Deadline for Written Inquiries | May 20, 2014 |
| Section 1, 1.9 | Response to Written Inquiries | May 23, 2014 |
| Section 1, 1.18 | Deadline for Proposal Submission | June 2, 2014 |
| | Estimated Vendor Presentation Date (subject to change) | June 10 - 11, 2014 |
| | Bid Award Announcement (subject to change) | June 16, 2014 |
| | Contract Negotiations (subject to change) | June 17 – June 25, 2014 |
| | Estimated Contract Start Date (subject to change) | July 1, 2014 |

1.7 Communication with the University

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

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

Inquiries must be made to:

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

Email: robin.cyr@maine.edu

Refer to table in **Section 1, 1.8 Timeline of Key Events** for deadline requirements.

1.8 Award of Proposal

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that/those bidder(s). The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University.

1.9 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.

1.10 Confidentiality

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

1.11 Costs of Preparation

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

1.12 Debarment

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

1.13 Proposal Submission

A **SIGNED** original and one virus-free electronic copy (e.g., CD, thumb drive) must be submitted to the Office of Strategic Procurement, University of Maine System, Robinson Hall Room 132, 46 University Drive, Augusta, Maine 04330, in a sealed envelope by **June 2, 2014**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

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

Name of Bidder
Address of Bidder
June 2, 2014
RFP # 41-14

1.14 Proposal Submission Requirements

This section contains instructions for Bidders to use in preparing their proposals. The University and its evaluation team for this RFP have sole discretion to determine whether a variance from the RFP specifications should result in either disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in this RFP will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Bidder's

experience and ability to perform the requirements specified throughout this document.

1.14.1 Proposal Format

1.14.1.1 It is the responsibility of the Bidder to provide all information requested in the RFP package at the time of submission. Failure to provide information requested in this RFP may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the proposal being disqualified for consideration.

1.14.1.2 Bidders should complete and submit the proposal cover page provided in Appendix A of this RFP and provide it with the Bidder's proposal. The cover page must be the first page of the proposal package. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The proposal cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

1.14.2 Proposal Contents

The proposal shall be submitted under the same cover at the same time, in the four (4) distinct sections noted below:

Section I Organization Qualifications and Experience

1. Appendix A – University of Maine Proposal Cover Page and table of contents.
2. Provide responses for each requirement in Section 3:
 - 3.1 Organizational Qualifications and Experience
 - 3.2 Financial Stability
 - 3.3 References

Section II Proposed Services

1. Provide responses for each requirement in Section 4:
 - 4.0 Business Functional
2. Provide responses for each requirement in Section 5:
 - 5.0 Technical Requirements

Section III Cost Proposal

1. Provide responses for each requirement in Section 3:
 - 3.4 Cost Proposal
 - Exhibit 1 (Table 1)

1.15 Authorization

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

Section 2

2.0 General Terms and Conditions

2.1 Contract Administration

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

2.2 Contract Documents

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

2.3 Contract Modification and Amendment

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

2.4 Contract Term

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

2.5 Contract Data

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

2.6 Contract Validity

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

2.7 Non-Waiver of Defaults

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

2.8 Cancellation/Termination

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

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

2.10 Clarification of Responsibilities

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

2.11 Litigation

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

2.12 Assignment

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

2.13 Equal Opportunity

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

2.14 Independent Contractor

Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the

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

2.15 Sexual Harassment

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

2.16 Indemnification

The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.17 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 \$1,000,000 per occurrence or more (Written on an Occurrence-based form) (Bodily Injury and Property Damage).
2. Vehicle Liability \$1,000,000 per occurrence or more (Including Hired & Non-Owned) (Bodily Injury and Property Damage)
3. Workers Compensation Required for all personnel (In Compliance with Applicable State Law)

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

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

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

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

2.18 Smoking Policy

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

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

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

2.20 Payments

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

Section 3

3.0 Cost, Organizational Qualifications, Experience, and References

Bidders shall ensure that all information required herein is submitted with the proposal. 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. When a description, explanation or other response is not required such as in **Section 4, paragraph 4.1.1**, a simple acknowledgement such as "UNDERSTOOD" will suffice.

3.1 Organizational Qualifications and Experience

- 3.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 3.1.2 Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 3.1.3 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors?

3.2 Financial Stability

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

3.3 References

The Bidder will be required to provide at least three (3) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein.

3.4 Cost Proposal

3.4.1 General Instructions:

- 3.4.1.1 The Bidder must submit a cost proposal that covers the entire period of the contract, including any optional renewal periods. Please use the expected contract start date of **July 1, 2014** and an end date of **June 30, 2017** in preparing this section.

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

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

3.4.2 Cost Proposal Form Instructions – Appendix B

The Bidder **MUST** fill out **Exhibit 1** referenced in **Appendix B**, following the instructions detailed in Appendix B. For a copy of the excel version of Exhibit 1 contact Robin Cyr at robin.cyr@maine.edu

Section 4

4.0 Business Functional Requirements

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

Responses to each requirements below should be in order and clearly marked with the section number to which they respond. When a description, explanation or other response is not required such as **Section 4, paragraph 4.1** a simple acknowledgement such as “**UNDERSTOOD**” will suffice.

4.1 Multi-Institution Capabilities

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

4.2 Functional Requirements – General Features

- 4.2.1 Does your solution provide the ability to recover or revert to prior versions?
- 4.2.2 Does your system support University data entry standards via data checks at time of entry (e.g. auto correct "street" to "ST" or "Street")?
- 4.2.3 Does your system support visual (drag and drop) and object-oriented environment?
- 4.2.4 Does your system support seamless integration (direct connection) to desktop applications (Word, Excel, FileMaker Pro, etc.)?
- 4.2.5 Does your solution provide the ability to download & synch board book and work offline?
- 4.2.6 Does your solution provide the ability to download & synch board book on multiple devices?
- 4.2.7 Does your solution support exporting board book in PDF format into a single document?
- 4.2.8 Does your solution provide the ability to archive board books?
- 4.2.9 Does your solution provide the ability to perform contact management functionality, including, but not limited to last name, first name, middle initial, department, title, business address, mailing address, multiple phone contacts, email address, contact log, notes, categorization, etc?
- 4.2.10 Does your solution support basic calendaring functionality, including but not limited to appointment, event, and sharing?

4.2.11 Does your solution provide the ability to support questionnaires and surveys to evaluate ideas, etc?

4.3 Functional Requirements – Navigation and Usability

4.3.1 Does your system support shortcuts (e.g. backwards, forwards) and keyboard equivalents for mouse movement?

4.3.2 Does your system provide ways to navigate easily from one place to another?

4.3.3 Describe the navigation and usability features of your system.

4.4 Functional Requirements – Document Management

4.4.1 Does your solution provide the ability to track board book access?

4.4.2 Does your solution provide the ability to update documents after they have been loaded?

4.4.3 Does your solution support Notification/Alert about updated materials?

4.4.4 Does your solution support multiple document formats (Word, PDF, PPT...)?

4.4.5 Does your solution provide the ability to specify which documents can be downloaded?

4.4.6 Describe the document management functionality of your Board Book system.

4.5 Functional Requirements – Annotation and Note Taking

4.5.1 Does your solution provide the ability to take notes?

4.5.2 Does your solution provide the ability to set notes as either “public” or “private.”?

4.5.3 Describe your solution’s ability to annotate, highlight and take notes.

4.6 Functional Requirements - Voting

4.6.1 Does your solution provide the ability to vote?

4.6.2 Does your solution support direct link to voting documents?

4.6.3 Does your solution support electronic signature capability?

4.6.4 Does your solution provide the ability to view other member's votes?

4.7 Functional Requirements – Administrative Features

4.7.1 Does your solution provide the ability to group members' access to provide for committee view of documents?

4.7.2 Does your solution provide the ability to have annotations removed when archived?

4.8 Support Requirements

4.8.1 Please describe your solutions support requirements and your support of the solution, including options for user support, print capability/restrictions and other functionality.

4.9 Training Requirements

4.9.1 Does your solution provide independent learning and review resources available (in addition to or in lieu of classroom training) particularly to jumpstart new learners or re-learning.

4.9.2 Describe the training requirements necessary to operate your system for inexperienced and experienced users.

4.10 Implementation Requirements

4.10.1 Describe your recommended implementation strategy, best practice consulting options, and professional services.

4.10.2 Describe your project management approach. Describe the project management offered as part of a standard implementation.

4.10.3 Indicate your timeline from implementation start to "go live" date. Provide task lists and timelines for a standard implementation. Describe the typical implementation steps anticipated lead time to production.

4.10.4 Outline the staffing and composition of the implementation team. Include University staff and roles, vendor staff and roles, and proposed hours required for successful implementation.

Section 5

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

Responses to each requirements below should be in order and clearly marked with the section number to which they respond. When a description, explanation or other response is not required such as **Section 4, paragraph 4.1** above, a simple acknowledgement such as “**UNDERSTOOD**” will suffice.

5.0 Technical Requirements

5.1 Technical Requirements – General

- 5.1.1 What are the underlying technologies for the component(s) provided by any third-party technology partner(s)?
- 5.1.2 Provide the third-party technology partner(s) name(s), address(es) and contact(s), as well as explain additional costs or fees associated with the components.

5.2 Technical Requirements – Data

- 5.2.1 Does your company provide full data hygiene, including comparing several data sources, removal of duplicate records, formatting, programming and providing follow-up response data in formats approved by our institution for importing into our systems?
- 5.2.2 We require policies and procedures which insure the integrity of University of Maine System data in case of system failure. Explain your backup and disaster recovery policies.

5.3 Technical Requirements – Accessibility

- 5.3.1 Explain how your product provides the highest degree of accessibility to all users, including users who may have an impairment or disability. Describe the product's capacity to interface with peripherals, software and assistive technologies used by students, teachers and others with visual, hearing, mobility, communication and/or cognitive impairments. The University of Maine System policy on accessibility may be reviewed here: <http://www.maine.edu/wp-content/uploads/2013/11/IV-A-Accessibility-of-Prog-Serv-and-fac.pdf>

5.4 Technical Requirements - Hardware, Software, Browser

- 5.4.1 What are the hardware/software/browser requirements of functional users' desktop and/or laptop computers, phones, and tablets?

5.5 Technical Requirements – Security

- 5.5.1 Describe how University data will be protected from unauthorized access or disclosure within your organization.
- 5.5.2 Explain the methods by which your system authenticates users and authorizes access.
 - 5.5.2.1 Do you plan to offer a solution to integrate with our Identity Management System? If so, describe how you deliver this solution.
- 5.5.3 Describe what you have in place to ensure that our data is protected against loss.
- 5.5.4 Describe measures that you take to ensure your software is secure.
- 5.5.5 Describe your information security policy and practices.
- 5.5.6 Can you show evidence that you have been audited, accredited or reviewed by an independent auditor, e.g. SSAE-16? If so, please include the documentation as part of your submission.
- 5.5.7 Include a statement that notes your acceptance to the conditions stated in Appendix C, Standards for Safeguarding Information, as part of the agreement.

Section 6

6.0 List of Appendices and Related Documents

This section lists documents which are included in the RFP.

6.1 Appendix A – University of Maine Proposal Cover Page

6.2 Appendix B – Cost Proposal Form

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

Section 7

7.0 APPENDICES

Appendix A - University of Maine System Proposal Cover Page

University of Maine System
PROPOSAL COVER PAGE

RFP # 41-14
(Board Book Solution)

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

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

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

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

Authorized Signature

Date

Name and Title (Typed)

Appendix B - Cost Proposal Form

University of Maine System COST PROPOSAL FORM

RFP # 41-14 (Board Book Solution)

Bidder's Organization Name:

GENERAL INSTRUCTIONS:

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

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

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

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

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

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

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

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

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

Item Description Provide a brief description of each item, including whether it is a hardware or software investment, the University will need purchase or maintain in order to use your proposed system or service both during and after the period of performance period listed in this RFP.

Period of Coverage is the time period the licensing and maintenance is in effect. For some items, there may be a period of coverage during the contract with separate renewal periods (e.g., annual) that follow project completion. Please list all associated periods of coverage.

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

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

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

TABLE 1

| # | Item Description | Initial Cost | Licensing Maintenance Schedule | | | Total Cost |
|--|------------------|--------------|--------------------------------|-------------|-------------|------------|
| | | | Year 1 Cost | Year 2 Cost | Year 3 Cost | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |
| | Total | | | | | \$ |
| Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing. | | | | | | |
| List explanations and assumptions here: | | | | | | |
| • | | | | | | |

Appendix C - University of Maine System Standards for Safeguarding Information

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

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

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

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

2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.
3. Return or Destruction of Compliant or Business Sensitive Information:
 - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
 - B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.
 - C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Term and Termination:
 - A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement
5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.
6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have

a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.

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

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

11. Survival: The respective rights and obligations of Contractor under Section 2 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Information in or on Contractor facilities, the following additional clauses apply.
 - A. Contactor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.

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

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

UNIVERSITY

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

CONTRACTOR

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Address: _____

EXHIBIT 1 - TABLE 3
Change Request Pricing

| Bidders Name: | | |
|----------------------|--|--------------------|
| # | Name / Role of Individual | Hourly Rate |
| 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; | |
| | - | |
| | - | |
| | - | |
| | - | |
| | - | |

