



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

University of Southern Maine Advertising  
Agency

RFP # 74-16

**Issued Date:** July 6, 2016

**Proposal Submission Deadline:** August 19, 2016. EOD

**Response Submission Information:**

Submitted electronically to Gregg@maine.edu  
Email Subject Line – USM Advertising Agency – RFP # 74-16

**Response Contact Information:**

Strategic Sourcing Manager (SSM): Gregg N. Allen  
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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 the "University." 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."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

#### 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, the University 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 (UM); 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 Southern Maine**

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston, USM is known as Maine's community-engaged university and serves communities that are among the largest population centers in the state.

#### **1.1.3 Purpose**

The University of Southern Maine is soliciting proposals to provide advertising agency services within the higher education market, 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 the University and the awarded Respondent(s).

#### **Background:**

In FY16, campus tours, inquiries and applications increased at the University of Southern Maine (USM). To achieve on-going growth, we seek to continue utilizing our budget in the most strategic manner possible through understanding our key audience needs and motivations, their time spent with traditional and online media; the evolution of and new media/network opportunities, platforms, and types (e.g. SM, SEM, Digital, Video); regularly monitoring, gathering and analyzing data for advertising optimization; and pursuing continuous strategic and creative improvements throughout the year. Understanding the funnel of different audience approaches to inquiring and applying to a higher education institution is critical.

University of Southern Maine positioning: We provide a successful university experience: Affordable rate of tuition; location in Maine's economic and cultural center; strong community partner connections for first-hand, experiential student work experiences that lead to employment

post-graduation. Our goal is to continue with this positioning in order to make the University stand out as a top choice among our competitors

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

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

#### **1.1.4 Specifications / Scope of Work**

The University of Southern Maine Office of Marketing and Brand Management, located in Portland, ME is committed to successfully marketing the University and its programs and services.

Successful marketing will make use of and focus on 5 distinct areas:

1. Marketing Strategy – ability to understand the recruitment cycles and successfully plan to reach specific audiences as a means of increasing campus tour registrations, inquiries and applications.
2. Media Planning and Buying (Digital, TV, Radio, and Print) to effectively target specific audiences demographically and geographically and to maximize budget(s) by successfully managing media partner performance.
3. Creative Services that will effectively position USM as an academically strong university that engages and supports its students in partnership with building and strengthening economic and cultural aspects of our communities. Continue to elevate the university's image through dynamic creative that works within the realm of higher education, but sets the University of Southern Maine apart from its competitors.
4. Branding that aligns with the university mission and maintains consistency across all marketing tactics.
5. Account Service that includes experience in planning, media support (such as managing and optimizing online campaigns), on-time billing, project management and timely responses to client questions.

The selected contractor(s) will work with closely and collaboratively with USM's Office of Marketing and Brand Management to achieve growth goals for campus tour registrations, quality inquiries and applications, as well as brand enhancement for the areas of: Undergraduate and Graduate programs in Fall, Spring, and Summer. An increase in brand equity will also be key.

The University requires collaboration with many internal and external stakeholders. Essential to the process is a commitment and adherence to

advance planning which aids in achieving appropriate stakeholder input and buy-in as well as meeting crucial recruitment cycle timelines.

Growth goals will be achieved via development and placement of traditional and online media in Maine and key states in the Northeast region. The ability to successfully segment, monitor, assess, and optimize online advertising on an on-going basis will be critical to effectively leveraging budgets and resources.

USM is looking for a strategic partner— a sophisticated, highly integrated and engaged firm with strong subject matter knowledge, media and creative capabilities, and a proven, results-oriented background in acquisition marketing and branding, both online and offline. The selected advertising or marketing agency will have a successful record of assisting organizations achieve their goals through forward-thinking, leading edge marketing activities that distinguish USM from its competitors and are effective beyond the storyboards to grab the viewer or users attention. A firm or firms with extensive New England experience is preferred as is a New England location, especially in Maine.

Other services may be requested as needed under the resulting contract(s).

## **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 RFP, 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 the University 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. The University's RFP

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 the University, due to its public nature, will not modify the following provisions:

- 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. Automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University 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 University 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 the University (including University'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 University'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.

### 1.2.2 Communication with the University

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](http://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. The University will not be bound by oral responses to inquiries or written responses other than addenda.

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

Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

### 1.2.3 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University 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. The University 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 the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

The University 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 Specification Protest Process and Remedies:** If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

**SPECIFICATION PROTEST, RFP #74-16**

- 1.2.5 Costs of Preparation** Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.
- 1.2.6 Authorization**  
Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.
- 1.2.7 Multi-Institutional**  
The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

### **1.2.8 Pricing**

All prices provided shall remain firm for the entire term of the agreement.: Should there be a significant increase or decrease due to unforeseen market conditions (e.g. paper pricing), both parties will have the option of renegotiating the existing pricing.

### **1.2.9 Cost Response Form Quantities**

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

### **1.2.10 Employees**

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

### **1.2.11 Environment Compliance**

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

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	July 13, 2016
Section 1.2.2	Response to Written Inquiries/Questions	July 22, 2016
Section 1.2.2	Deadline for Proposal Submission	August 19, 2016
Section 1.3.8	Estimated Respondent Presentation Date	September- October, 2016
Section 2.2	Award Announcement <b>(subject to change)</b>	November, 2016 (estimate)
	Estimated Agreement Start Date <b>(subject to change)</b>	January 1, 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 the University’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 the University 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

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or otherwise do not follow instructions. The University 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 the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the 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).

## EVALUATION AND AWARD PROCESS

### 1.4 Evaluation Criteria

#### 1.4.1 Scoring Weights

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

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation (Fees, markups, hourly rates of account team members, etc.)	10
Appendix D	Economic Impact	10
Appendix E	Contract for Services	10
Appendix G	Organization References	5
Appendix H	Organization, Qualifications and Experience	35
Appendix I	Creative Work	30
Appendix J	Accessibility	Pass/Fail
Appendix K & L	Information Technology Security	Pass/Fail
Appendix M	Information Technology	
<b>Total Points</b>		<b>100</b>

## 1.4.2 Scoring Section Descriptions

### 1.4.2.1 Cost Evaluation

The University 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.

### 1.4.2.2 Economic Impact

Using the form in **Appendix D** (Economic Impact Evaluation Form), the Respondent (Respondent identified on the “Response Cover Page” of their submission) is required to describe the Respondent’s recent and anticipated economic impact upon and within the State of Maine.

The Economic Impact for this RFP will be assigned a score according to a mathematical formula.

Recent Economic Impact: The highest recent economic impact will be awarded X points. Proposals with lower recent economic impact will be awarded proportionately fewer points calculated in comparison with the highest impact.

The Recent Economic Impact scoring formula is:

(Recent Economic Impact proposal being scored / Highest submitted recent Economic Impact proposal) x X = pro-rated score

Projected Economic Impact\*: The highest projected economic impact will be awarded X points. Proposals with lower projected economic impact will be awarded proportionately fewer points calculated in comparison with the highest projected economic impact.

The Projected Economic Impact scoring formula is:

(Projected Economic Impact proposal being scored / Highest submitted projected Economic Impact proposal) x X = pro-rated score

*\*Projected Economic Impact is to be based solely on the resulting contract should the Respondent be awarded the contract for these services (See **Appendix D** for a more detailed explanation).*

Please note: If the University determines that the Respondent’s recent and/or projected economic impact information is deemed to be substantially inaccurate, then the

University may determine to not award any points for economic impact to that Respondent for the applicable section(s).

- 1.4.2.3 **Contract for Services**  
Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above. Responses with language adjustments, including Agreement provisions detailed in **Section 1.2.1.2**, will have point reductions based on University risk assessment.
- 1.4.2.4 **Organization Reference(s)**  
The evaluation team will use a consensus approach to evaluate and assign evaluation points.
- 1.4.2.5 **Creative Work**  
The evaluation team will use a consensus approach to evaluate and assign evaluation points.
- 1.4.2.6 **Information Technology Security**  
The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.
- 1.4.2.7 **Accessibility**  
The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.
- 1.4.2.8 **Information Technology**  
The evaluation team will use a consensus approach to evaluate and assign evaluation points.

## **1.5 Award**

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one 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.

## 1.6 Negotiations

The University 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 the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University 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 RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

## 1.7 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 RFP 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.

## 2.0 RESPONSE FORMAT REQUIREMENTS

### 2.1 General Format Instructions

#### 2.1.1 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 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.

#### 2.1.2 Respondents 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 the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or



reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

### **2.1.3 Brief Response**

Respondents are asked to be brief and to respond to each question listed in the “Response to Questions” section of this document. Number each response in the response to correspond to the relevant question in this document.

### **2.1.4 Additional Attachments Prohibited**

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

## **2.2 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.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent’s experience and ability to perform the requirements specified throughout this document.

### **2.2.1 Section 1 - Response Cover Page**

- 2.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 2.2.1.2 Insert Appendix A – University of Maine System Response Cover Page

### **2.2.2 Section 2 - Cost Response**

- 2.2.2.1 Label this response - Section 2 – Cost Evaluation
- 2.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

### **2.2.3 Section 3 – Response to Economic Impact**

- 2.2.3.1 Label this response - Section 3 – Economic Impact Evaluation
- 2.2.3.2 Insert Appendix D – Economic Impact Evaluation Form

## **2.2.4 Section 4 - Contract for Services**

- 2.2.4.1 Label this response - Section 4 – Contract for Services
- 2.2.4.2 Insert Appendix E – Contract for Services
- 2.2.4.3 Insert Appendix F – Certificate of Insurability Form

## **2.2.5 Section 5 - Response to Questions**

- 2.2.5.1 Label this response - Section 5 – Response to Evaluation Questions & Related Information
- 2.2.5.2 Insert Appendix B – Debarment, Performance and Non-Collusion Certification
- 2.2.5.3 Insert Appendix G – Organization Reference Form
- 2.2.5.4 Insert Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience
- 2.2.5.5 Insert Appendix I – Evaluation Question(s) – Creative Work
- 2.2.5.6 Insert Appendix J – Evaluation – Accessibility Requirements
  - Voluntary Product Accessibility Template (VPAT)
  - Detailed Description of Accessibility features.
- 2.2.5.7 Insert Appendix K – Evaluation Question(s) – Information Technology Security
- 2.2.5.8 Insert Appendix L – Evaluation Question(s) – Information Security Data Elements Checklist
- 2.2.5.9 Insert Appendix M – Evaluation Question(s) – Information Technology

## **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 – Economic Impact Evaluation Form
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## Appendix A – University of Maine System Response Cover Page

RFP # 74-16  
USM Advertising Agency

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 the University or any other University 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 Proposal, bid or other offer to do business with the University 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 University 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 the University (including University'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 University'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

RFP # 74-16  
USM Advertising Agency

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 the University's discretion.**

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

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix C – Required Cost Evaluation Exhibits

University of Maine System  
COST EVALUATION

RFP # 74-16  
USM Advertising Agency

Respondent's Organization Name:

---

### GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. Explain agency fees and/or markups and provide hourly fees for account team members.
3. 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 the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University 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.
5. 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.
6. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
7. Pricing will be guaranteed by the vendor for the term of the Agreement.
8. The University 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.

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

Please describe if/when/why fees and/or markups are incorporated into your pricing.

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

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

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

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

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

Respondent's Name:		
#	Role of Individual/Position Title	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;	
	-	
	-	



## Appendix D – Economic Impact Evaluation Form

**Respondent's Organization Name:** \_\_\_\_\_

### Instructions

Each Respondent will complete the tables below to quantify the Respondent's economic impact upon and within the State of Maine.

For the purposes of this RFP, the term "economic impact" shall be defined as the "Economic Impact Factors" listed in the table below. To complete the "economic impact" section of the Respondent's response, the Respondent shall provide the information requested, describing the Respondent's **overall** recent economic impact with the State of Maine and, separately, the projected economic impact with the State of Maine that would **specifically result from the awarded contract only**, should the Respondent be selected.

**Table D1** - Recent Economic Impact (Respondent's overall Economic Impact over the past 24-month period)

Economic Impact Factors	Factors Expressed in Dollars
Salaries paid to Maine residents in past 24-month period	\$
Payments made to Maine-based subcontractors in past 24-month period	\$
Payments of State and local taxes in Maine within past 24-month period	\$
Payments of State licensing fees in Maine within past 24-month period	\$
<b>Total Overall Recent Economic Impact</b>	<b>\$</b>

**Table D2** - Projected Economic Impact (Future 24-month economic impact resulting from the awarded contract)

Economic Impact Factors	Factors Expressed in Dollars
Salaries to be paid to Maine residents in future 24-month period as a result of the awarded contract	\$
Payments made to Maine-based subcontractors in past 24-month period as a result of the awarded contract	\$
Payments of State and local taxes in Maine within past 24-month period as a result of the awarded contract	\$
Payments of State licensing fees in Maine within past 24-month period as a result of the awarded contract	\$
<b>Total Projected Economic Impact <u>Only</u> from Awarded Contract, If Selected</b>	<b>\$</b>

For the tables above, the following definitions are provided:

- "Respondent": Organization identified on the Proposal Cover Page under "Respondent's Organization Name".
- "Maine resident": Any person whose primary residence is located within the State of Maine.
- "Maine-based": Any organization whose primary operations are located within the State of Maine.
- "Past 24-month period": The past 24-months, starting on the date that the RFP was publicly released.
- "Future 24-month period": A projection for the future 24-month period, starting upon the "Initial Period of Performance" start date Section 1.3.1

**Certification Statement**

*To the best of my knowledge, all information provided in the Economic Impact Evaluation Form is complete and accurate at the time of submission and I confirm that I am authorized to make such a determination on behalf of my organization.*

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

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix E – Contract for Services

### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

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

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

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

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

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

**Contract Amendments** as required

**Request for Proposal # 74-16** Issue Date July 6, 2016 Titled University of Southern Maine Advertising Agency

**Contractor's Bid in Response to Request for Proposal # 74-16** Proposal Submission Date: August 19, 2016 Titled: University of Southern Maine Advertising Agency

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

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

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

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

- A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.
- B. **“Multi-Institution Capabilities”** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.
4. **Termination:** The Agreement may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
8. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
9. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
10. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** Tracy M. St. Pierre Director, USM's Marketing and Brand Management shall be the University'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. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, including those provided by any third party vendors, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract**: This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University 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 the University prior to commencing work under this Contract.
19. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
20. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
21. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
23. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

University of Maine System  
Robinson Hall  
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:**

Payment will be upon submittal of an invoice to the University of Southern Maine Student Government Association Business Office, 134 Woodbury Campus Center, PO Box 9300, Portland, ME 04104-9300 by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number.

**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. **Contract Amendments** as required
- H. **Request for Proposal # 74-16** Issue Date: July 6, 2106 Titled University of Southern Maine Advertising Agency

**Contractor's Bid in Response to Request for Request for Proposal # 74-16** Proposal Submission Date: August 19, 2016 Titled: University of Southern Maine Advertising Agency

**26. Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and



additional entities, such as, the University College a division of University of Maine at Augusta.

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

**27. Smoking Policy**

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

**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 University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and 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: \_\_\_\_\_  
\_\_\_\_\_

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

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

Chief Financial/Business Officer or designee

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

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

## Appendix F – 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.

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

## Appendix G – Organization Reference Form

**Respondent's Organization Name:** \_\_\_\_\_

**INSTRUCTIONS:** Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

## Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: \_\_\_\_\_

**INSTRUCTIONS:** Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

### **QUESTIONS:**

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?
2. Describe In-house capabilities and services offered and # of people to serve the account, roles and number of years of experience in role. Outline experience with online advertising and description of platforms and media networks used.
3. Outline number of years of experience with traditional and digital Media Planning & Buying. Briefly describe planning process.
4. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
5. Describe your experience offering a solution for the business requirements identified in this document within higher education (i.e., Educational and/or Non-profit Experience Provide a client list that includes any and all higher education clients.
6. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.
7. Describe your firm's understanding of the current higher education needs for providing the products / services described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
8. The Respondent shall provide résumés for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Résumés shall include education, experience, license, and/or certifications of each individual.
9. Financial Stability

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

## Appendix I – Strategic and Creative Work

**Respondent's Organization Name:** \_\_\_\_\_

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

### General Questions

Please provide samples of clients and creative work.

### Implementation Questions

1. Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.
2. Describe your project management approach. What project management tools do you use? Describe the project management offered as part of a standard implementation.
3. Outline the staffing and composition of the entire agency team, including creative and digital work, etc.
4. Identify any third party Respondents involved in your implementation strategy and describe these relationships.

## Appendix J – Evaluation - Accessibility Requirements

**Respondent's Organization Name:** \_\_\_\_\_

The University is required to procuring Information Technology products and services, such as software, hardware, web services, etc., that provide substantially equivalent access to persons with disabilities. The University relies on the accessibility guidelines of "Section 508 of the United States Rehabilitation Act of 1973" and the "Web Content Accessibility Guidelines (WCAG) 2.0" published by [www.w3.org](http://www.w3.org) to assess accessibility of the bid for products/services.

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., Respondents will submit as part of their bid either, or both, of the following assessments covering all Information Technology-related products, services or components that users, managers, installers, system administrators, etc., are expected to interact with:

1. Respondent must provide a current and accurate "Voluntary Product Accessibility Template", or VPAT, (see <http://www.itic.org/public-policy/accessibility>), to document products and/or services' conformance and deviations from Section 508 of the Rehabilitation Act of 1973.
2. Respondent must provide a detailed description of the accessibility features in the bid products and/or services that shows and explains compliance with and deviations from the guidelines of the "Web Content Accessibility Guidelines (WCAG) 2.0" published by [www.w3.org](http://www.w3.org).
3. For Creative Services the Respondents will submit as part of their bid a description of the process they currently use, or plan to use, to ensure equal access of the general public to creative services and/or media created by the contractor, or bought on behalf of the University, by the contractor. The contractor is responsible for ensuring equal access to said content, materials, experiences, etc.



## Appendix K – Evaluation Question(s) – Information Security

**Respondent's Organization Name:** \_\_\_\_\_

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

### Evaluation Question(s) – Technical Security Evaluation

1. Describe how University data will be protected from unauthorized access or disclosure within your organization.
  - a. What type of encryption (if any) is used for both transmission and storage?
  - b. What measures are used to segregate University data from other clients' data?
  - c. Describe the architecture including any external data feeds or outputs.
  - d. Provide a statement that clearly lays out your position regarding the sharing of our data with any outside agency.
2. Explain the methods by which your system authenticates users and authorizes access.
  - a. Describe how user accounts are created and administered in the system.
  - b. How does this system provide for different levels of role-based security?
  - c. Do you plan to offer a solution to integrate with our Identity Management System? If so, describe how you deliver this solution.
  - d. If your solution is not web-based, how will users securely access the system remotely?
  - e. Describe the logging capabilities of the system (auditing from within the applications as well as outside the application).
3. Describe what you have in place to ensure that our data is protected against loss.
  - a. What is your backup policy to include how often your data is backed up, how long backups are retained, and whether backups are stored off site?
  - b. How do you assure business continuity in the face of a catastrophic event like a network outage or data center failure? Comment on what we could expect by way of service disruptions and the speed of recovery.
4. Describe measures that do take to ensure your software is secure.
  - a. Is there a framework or methodology for testing software?
  - b. Describe your code review process to include whether the code reviews are external, when last performed, and whether we can see the results.
  - c. If a web application, what protections do you employ against the most critical web security flaws including: SQL injection, XSS, Broken authentication and session management?
5. Describe your information security policy and practices.
  - a. What measures including training, processes, and/or background checks do you take to ensure employees will safeguard data?
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.
7. What third-party technology partners will be used and what security protections are provided by the partners? Include any evidence that they have been audited, accredited, or reviewed by an independent auditor?
8. Include a statement that notes your acceptance to the conditions stated in **University of Maine System, Contract for Services, Rider C. Standards for Safeguarding Information**, as part of the agreement.

## Appendix L – Evaluation Question(s) - Information Security Data Elements Checklist

**Respondent's Organization Name:** \_\_\_\_\_

The University requires that third-party contractors and partners safeguard University Information or information that's entrusted to the University. All contractors who transmit, access, process or store compliant data are required to agree to our *Standards for Safeguarding Information*. Because the risk increases when highly sensitive information is involved, the University must vet the contractor's information security processes through qualifying RFP questions and/or review of independent audits. To that degree, it is critical that we understand what type of data elements are involved.

1. Will you (third party) be: (Check all that apply)

Place an 'X' in all that apply	Question
	Transmitting
	Accessing
	Processing
	Storing University Data

2. Approximately how many records will be involved?

Place an 'X' in all that apply	Question
	0 - 250
	251 - 1000
	1001 - 5000
	5000+

3. Will Single Sign On (SSO) be required?

Place an 'X' in all that apply	Question
	Yes
	No

4. Select all the data elements you will either be transmitting, accessing, processing or storing.

Place an 'X' in all that apply	Question
	Social Security Numbers
	Driver's License Number or State Identification Card Number
	Personal Financial Information: Account #, Account Password, Personal Identification Number (PIN)
	Export Control, DOD classified data, or special Sensitive Data
	Protected Health Information (PHI)
	We are a covered entity.
	We will be using a Business Associate Agreement (BAA).
	We do not know if we are a covered entity or have a (BAA).
	Payment card data (credit or debit card)
	We will be using a University merchant.

	We will be using a third party merchant account.
	We are not sure what we will be using.
	Student information FERPA data or directory information that students have opted not have released.
	Academic evaluations such as tests, scores, and transcripts.
	General counseling/advising records.
	Disciplinary records.
	Financial aid records, including loan collection records.
	Disability status / medical issues.

5. Any other University non-public data (Compliant or Business Sensitive) not shown above.  
Provide Example(s):

6. No public data (Compliant or Business Sensitive) (for example student directory information from students who have not opted to have their directory information suppressed is considered public information.)

Provide Example(s):

**Certification Statement**

*To the best of my knowledge, all information provided in the Appendix L – Information Security Data Elements Evaluation Checklist is complete and accurate at the time of submission and I confirm that I am authorized to make such a determination on behalf of my organization.*

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

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix M – Evaluation Question(s) - Information Technology

**Respondent's Organization Name:** \_\_\_\_\_

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

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

### Evaluation Question(s) - General Technical

1. What are the underlying technologies for the component(s) provided by third-party technology partner(s)?
2. What security protections are provided by the third party? Can they show evidence that they have been audited, accredited, or reviewed by an independent auditor?
3. 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.
4. Provide a description of your change management practice for all hardware and software components. In particular, how are we notified and are updates and upgrades opt-in or mandatory?
5. Provide a description of your business continuity management practice. Is the software deployed in multiple sites (data centers), how often is data synchronized between the data centers and how long of an outage would there be if we had to switch to another site?
6. Include a description of the provisions available for data storage. In the description please clarify the data ownership rights and responsibilities of the parties and provisions for the University obtaining the data if required?

### Evaluation Question(s) – EPP Commitment

The University has made a commitment to purchase Environmentally Preferred Products (EPP) to the extent possible and to buy from vendors who are being good stewards of the environment as well. To that end we ask that you provide us with information that will help us to do that in the future. Please submit with your bid/proposal the ways in which your company is working to be better stewards of the environment. If that information is on your website, please provide us with the web address. Include:

1. Products that display one or more positive environmental attributes (recycled content, energy or water efficiency, low toxicity or biodegradability).
2. Products that generate less waste by containing less packaging or by being more durable, reusable or remanufactured.
3. Products that meet certain environmental criteria during production (chlorine free, wood from a sustainably managed forest).
4. If you will reclaim or take back items (batteries, electronics, carpeting, oil products, tires and toner cartridges).
5. Any credentials or awards you have received for being good stewards of the environment.

### Evaluation Question(s) – Technical Data

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?
2. We require policies and procedures which insure the integrity of University of System data in case of system failure. Explain your backup and disaster recovery policies.
3. Does your solution have the ability to schedule import/exports?

#### Evaluation Question(s) – Technical Interface Data Exchange

1. Include a statement that the solution proposed will comply with the high-level Interface Data Exchange Requirements, outlined in **Appendix N – Interface Data Exchange Requirements** contained within this document. The statement will include language that indicates there is an understanding that the Interface Data Exchange may require additional requirement definition and that the solution proposed considers this task and the resulting work in scope.
2. Detail what security protections for the Interface Data Exchange are afforded by the solution proposed?
3. Does your solution support needs for sharing and linking data with other applications and databases?
4. Does your solution allow easy integration with other applications including desktop tools (i.e. Microsoft Office Professional Suite (Word, Excel, PowerPoint, Access Data set)?
5. Does your system provide for auto/mass load of new records (including ID records), matching on IDs where necessary (non-ID records) to obtain data from external sources? Users **MUST** be able to perform the load, preview it online, and set additional rules before committing it to the database. It is preferable that a wizard or other user aid be available for this purpose. Some "uploads" may be updating existing records.