



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Qualification (RFQ)

**Organization Development and Human  
Resources Professional Services**

**RFQ # 60-17**

**Phase Two Response Deadline Date/Time:**

Before EOB 1/17/17

**Response Submission Information:**

Submitted electronically to Gregg@maine.edu  
Email Subject Line – Organization Development and Human Resources  
Professional Services

**Response Contact Information:**

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

# SECTION 1

## 1.0 General Information

### 1.1 Purpose

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

These professional services will cover a broad range: organization effectiveness including strategy development, organizational change, work place culture, work process improvements, project management, job design, performance management, peer benchmarking, 360° assessments, diversity/inclusion programs, the design of talent management policies and practices, and team effectiveness. Staff development services are focused on areas such as job competencies, employee development assessments, new employee orientation, outplacement, personal coaching, leadership development, career advice, and conflict resolution. Executive recruitment and placement services will focus on executive search for regular positions such as president, chancellor, provost, vice-president, dean, and executive director, as well as selection and placement of interim or temporary executive positions (e.g. president, provost, chief business officer at individual universities or the University System).

The objective of this RFQ is to create an **on-going list** of qualified consultants that can be used by authorized University of Maine System staff on an as-needed basis. These qualified consultants will be used for projects when the University does not have adequate internal resources. By establishing a list of pre-qualified service providers, the University has the ability to obtain a full range of services, to use specialist firms for projects requiring deep knowledge in specific functions, to provide local coverage for all campuses, and to establish pricing alternatives for similar services

No contract will be awarded as a result of this RFQ. Bidders will be selected to be included in the list of qualified vendors who may be engaged for services within the scope of the RFQ. Projects for which a vendor will be engaged may range from very short term consultation or longer term consultation and provision of services. Each engagement will require agreed upon scope of work, work plan, timeline, assignment of personnel and pricing.

The UMS reserves the right to issue subsequent RFPs for consultation and/or services within the scope of this RFQ and to select and contract with vendors who are not included in the list of qualified vendors, even if the UMS has existing contracts with one or more bidders on the list of qualified vendors.

Consultants are cautioned that this is a request for qualifications. The University reserves the unqualified right to reject any and all applications when such rejects are deemed to be in its best interest.

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

## 1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Bidder(s)" or "bidder(s)". Bidders who are selected for inclusion on the list of qualified consultants shall be referred to as approved vendors.

## 1.3 Schedule of Rates

No cost proposals are to be submitted with the qualifications. Cost information will be requested only if a consultant is being considered for a contract. At that time, the University will not necessarily be bound to accept the lowest cost response if that response is contrary to the best interests of the University.

## 1.4 Communication with the University

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

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

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

## 1.5 Qualifications Approval Process

Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting responses on the basis of their qualifications. After presentations have been conducted, the University may select the bidder(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award Contracts to those bidder(s).

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

## 1.6 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

## 1.7 Costs of Preparation

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

## 1.8 Debarment

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

## 1.9 Response Understanding

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

## 1.10 Response Validity

Unless specified otherwise, all responses shall be valid for three years from the due date of the response.

## 1.11 Non-Responsive Responses

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

## 1.12 Response Submission

A virus-free electronic copy including scans of all pages with original signatures 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.

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## 1.13 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. Future contracts issued to any approved vendor will be subject to this approval.

# SECTION 2

## 2.0 Scope of Work

UMS is seeking individuals and firms qualified to provide consultation services in any of the following areas. Responses to this RFQ should identify the services the vendor would like to be considered to be a provider for.

- Organization change and transition
- Organization and culture assessments
- Organization design and reorganization
- Organization sizing –up and down
- Organization effectiveness
- Best practices/benchmarking
- Employee development
- Leadership development
- Team development
- Board development
- Program development
- Executive coaching
- Performance management
- 360 reviews
- Group and meeting facilitation
- Interventions –difficult work groups
- Conflict management and mediation
- Diversity and inclusion
- Training design and delivery
- Learning systems
- Strategic planning
- Visioning, mission and goals setting
- Organization systems
- Group dynamics
- Process design
- Organization communications
- Knowledge management
- Systems thinking
- Quality and process improvement
- Governance
- Compensation benchmarking
- Interim executive placements or recruiting
- Executive search (positions such as chancellor, president, vice-president, dean, executive director, etc.)
- Other (specify)

## **SECTION 3**

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

#### **3.1 Contract Administration**

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

#### **3.2 Contract Documents**

The Contract entered into by the parties for any future awarded project shall consist of the University of Maine System Contract for Services (attached to this document), the RFQ, the selected Bidder's response, including all appendices or attachments, the specifications including all modifications thereof, and a purchase order or letter of agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.

#### **3.3 Contract Modification and Amendment**

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

#### **3.4 Contract Term**

The Contract term shall be specified at the time a contract is reached for any project or engagement that is awarded as a result of the RFQ. 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.

#### **3.5 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.

#### **3.6 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.

#### **3.7 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.

#### **3.8 Cancellation/Termination**

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

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

### 3.9 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.

### 3.10 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.

### 3.11 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.

### 3.12 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.

### 3.13 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.

### 3.14 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.

### 3.15 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

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

### 3.16 Payments

If a contract has been executed, 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.

### 3.17 Indemnification

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

### 3.18 Contractor's Liability Insurance

During the term of this agreement, the Contractor shall maintain the following insurance:

<b><u>Insurance Type</u></b>	<b><u>Coverage Limit</u></b>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Automobile Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation	Required for all personnel (In Compliance with State Law)

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

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

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



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

### **3.19 Sexual Harassment**

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

### **3.20 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.

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

## **SECTION 4**

### **4.0 Response Submission Requirements**

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

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

## 4.1 General Format Instructions

- 4.1.1 Responses are to be prepared for on-line viewing.
- 4.1.2 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.3 Bidders must complete and submit the response provided in **Appendix A & B** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.4 It is the responsibility of the Bidder to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration.
- 4.1.5 The Bidder may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Bidders shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.
- 4.1.6 Include PDFs of any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.
- 4.1.7 Bidders are asked to be brief and to respond to each question listed in the **"Requirements Sections"** of this document. Number each response in the response to correspond to the relevant question in this document.

## 4.2 Content Format Instructions

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

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

- Appendix A – University of Maine System Response Cover Page and table of contents.
- Provide responses for each requirement in **Section I** :
  - Organizational Qualifications and Experience
  - Financial Stability
  - References
  -

## **Section II - Requirements – Business Functional**

- Provide responses for each requirement in **Section II**
  - Business Functional Requirements Implementation
  - Business Functional Requirements Support

## **Section III - Contract for Services/Personal Service Contract**

Blank copies of the University of Maine Contracts are provided for reference.

## **Section IV - Confidential Information**

Provide the documents as outlined in **Section IV**.

## **Section V – Attachments/Appendix B**

Any remaining attachments required as part of the response.

# **Section I: RESPONSE REQUIREMENTS**

## **I.0 Organizational Qualifications, Experience, Financial Stability & References**

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

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

### **I.1 Organizational Qualifications and Experience**

I.1.a 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?

I.1.b If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

I.1.c Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.

I.1.d Describe your experience offering services for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.

I.1.e Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you

from your competitors? In the response the Bidder must demonstrate that they are a recognized leader in the services and/or products covered in this document.

I.1.f Describe your firm's understanding of the current higher education needs for providing the products / services described in **Section 2** of this document. Include in your response what challenges do higher education organizations face in this area and how would your solution support our goals?

I.1.g The Bidder shall provide resumes for each staff member responsible for design, implementation, project management, or other positions identified in the requirements of this document. Resumes shall include education, experience, license, and/or certifications of each individual. 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

## I.2 Financial Stability

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

## I.3 References

Provide at least three (4) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with vendor for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

# Section II: BUSINESS FUNCTIONAL REQUIREMENTS

## II.0 Requirements (Narrative Section)

### II.1 Implementation Requirements

II.1.a Describe your philosophy or approach to providing organization development and human resources consulting and services, best practice consulting options, and professional services.

II.1.b Describe your project management approach. What project management tools do you use? Describe the project management offered as part of a standard implementation.

II.1.c Recognizing that no specific plan of work is the subject of this RFQ, please outline a general description of the staffing and composition of the service team. Include University staff and roles and vendor staff and roles.

II.1.d Identify any third party vendors involved in your planned delivery of services and describe these relationships. Indicate whether these relationships are required or optional.

## II.2 Support Requirements

II.2.a. Is there a customer portal available for clients to report issues and obtain information via a knowledge base? What is the process for reporting issues and seeking assistance? What are your turn-around times?

II.2.b What services or events (e.g. publications, user groups, training) do you offer clients to maximize or leverage the features/functionality of the solution?

II.2.c Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs?

II.2.d Please provide a detailed account of your actions should you miss a deliverable date or other item from an SLA. Include a description of the actions you would take to assure the lapse did not occur again.

## Section III: CONTRACT FOR SERVICES

### III. Contract for Services Requirements

III.1 At the time a contract is issued for a specific project, the winning Bidder must enter into either a formal University of Maine System Contract for Services, or University of Maine System Personal Services Contract both are attached to this response for reference

III.2 Please do not complete the contract as part of the response submission. However, bidders must identify any questions, concerns or exceptions to the standard UMS contract that would need to be resolved before the bidder could complete the contract.

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

## **SECTION IV. Confidential Information**

IV.1 Certificate of Insurance – Provide on a standard Acord form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with this contract. See **3.18 Contractor’s Liability Insurance**.

IV.2 Form W-9 or Form W-8 if you are a foreign person.

## **SECTION V: APPENDICIES**

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

This section lists documents which are included.

V.1 Appendix A – University of Maine System Response Cover Page

V.2 University of Maine System, Contract for Services

V.3 University of Maine System, Personal Services Contract

V.4 Rider B-1, Insurance Requirements

V.5 Rider B-2, Form W-9

V.6 Rider C, UMS Standards for Safeguarding Information

V.7 Appendix B, Evaluation- Accessibility Requirements

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

**RFQ # 60-17**

### **Organization Development and Human Resources Professional Services**

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

- No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (Typed)

# SAMPLE

## 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

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

**Rider D** – Evaluation-Accessibility Requirements

**Contract Amendments** as required

**Request for Qualifications # 60-17** Issue Date <<insert date>> Titled Organization Development and Human Resources Professional Services

**Contractor's Bid in Response to Request for Qualifications>> # 60-17** Proposal Submission Date <<insert date>> Titled Organization Development and Human Resources Professional Services

**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 (4) additional one year extensions upon the parties' mutual agreement.
3. **Payment:**
  - A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a



discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

- B. The total of **all** payments made against this contract shall not exceed \$\_\_\_\_\_. Any expenses not listed here will not be reimbursed.
  - C. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.
  - D. **“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:** \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.

12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
16. **Intellectual Property**: Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Accessibility**: If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "[Web Content Accessibility Guidelines \(WCAG\) 2.0](http://www.w3.org)" published by [www.w3.org](http://www.w3.org).

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

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

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

18. **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.
19. **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.
20. **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.
21. **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.
22. **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.

23. **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.
24. **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  
16 Central Street  
Bangor, Maine 04401

Attn: <<Enter Name Here>>

**To Contractor:**

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

**Company Name:**

**Contact Name:**

**Address:**

**Phone Number:**

**Fax Number:**

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

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

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

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

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

26. **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 B-1** – Insurance Requirements
  - C. **Rider B-2** – Substitute Form W-9 - Taxpayer Identification Number Request & Certification
  - D. **Rider C** – University of Maine System Standards for Safeguarding Information
  - E. **Contract Amendments** as required
  - F. **Request for Qualifications # 60-17** Issue Date <<insert date>> Titled Organization Development and Human Resources Professional Services

G. **Contractor's Bid in Response to Request for Qualifications # 60-17** Proposal Submission  
Date <<insert date>> Titled Organization Development and Human Resources Professional  
Services

**27. 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.

**28. 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.

**29. 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 it is not approved, valid or effective until such written approval is granted."**

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

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

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

# SAMPLE

## UNIVERSITY OF MAINE SYSTEM PERSONAL SERVICE CONTRACT

PROJECT TITLE \_\_\_\_\_

DOLLAR AMOUNT \$ \_\_\_\_\_

COMMENCEMENT DATE \_\_\_\_\_ TERMINATION DATE \_\_\_\_\_

This Contract is not valid or effective until a valid University of Maine System Purchase Order has been approved and presented to the Contractor. Purchase Orders will be provided after all appropriate Contract Signatures have been obtained. **All invoices presented for payment against this Contract must reference the Purchase Order number and be sent to the Bill To Address shown on the Purchase Order.**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is by and between the University of Maine System hereinafter referred to as the "University" and \_\_\_\_\_ hereinafter referred to as Contractor".

This document consists of \_\_\_\_\_ pages, including attachments.

WHEREAS THE UNIVERSITY AND THE CONTRACTOR DO MUTUALLY AGREE THAT:

- 1) This Contract shall commence upon the date it is signed by both parties and shall terminate on \_\_\_\_\_.
- 2) The Contractor agrees to the Specifications of Work, to be Performed as described in ATTACHMENT A, herein incorporated. Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request.
- 3) The University shall pay the Contractor for personal services rendered upon submittal and approval of invoices, net 30, as follows:
  - A. The total of all payments made against this contract shall not exceed \$ \_\_\_\_\_. Any expenses not listed here will not be reimbursed.
  - B. The University shall pay the Contractor at the rate of \$ \_\_\_\_\_ per \_\_\_\_\_ (hour, week, semester, entire project).
  - C. Reimbursement for travel: (check one) Travel reimbursement will be in accordance with University Purchasing Procedures. (Refer to APL VII-A.2, Section VI.5a) <http://www.maine.edu/system/oft/apls/>  
 All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.
  - D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ \_\_\_\_\_. Copies of receipts or itemized bills for expenses must be submitted with invoice for reimbursement.
- 4) For U.S. entities, Contractor is an Independent Contractor 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, workers' compensation and similar benefits available to University employees will accrue. The Contractor further understands that annual information returns as required by the Internal Revenue Code and Maine's Income Tax Law will be filed by the University with

copies sent to the Contractor. The Contractor is obligated to pay all taxes as may be required by IRS and/or State laws. (Complete and return W9, attached)

- 5) Contractor agrees that the University controls only the result of the work as described in Attachment A but does not control the means used to accomplish the result as specified.
- 6) Contractor agrees that the University does not set the hours per day or number of days per week that Contractor works. The Contractor is responsible for setting hours per day and days per week in order to successfully complete the work as specified.
- 7) **Accessibility:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this agreement, and the "[Web Content Accessibility Guidelines \(WCAG\) 2.0](http://www.w3.org)" published by [www.w3.org](http://www.w3.org).

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

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

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

- 8) Contractor agrees to be responsible for the hiring and paying of additional workers and resources as may be necessary to successfully complete the work as specified in Attachment A.
- 9) Contractor agrees to provide all materials and tools required to perform as per the Contract.
- 10) The University understands that the Contractor is free to seek out business opportunities with other individuals or companies, as is its normal course of business, throughout the term of this Contract.
- 11) The Contractor will indemnify, defend and save harmless the University, its officers, agents and employees from any claim or loss resulting to any person, firm or corporation in connection with the performance of this agreement, including costs for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this Contract or based on any libelous or other unlawful matter contained in such data.
- 12) This Contract may be amended only in writing with the mutual consent of both parties.
- 13) This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period. 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.



- 14) This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
- 15) 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.
- 16) This Contract shall be governed and interpreted according to the laws of the State of Maine without reference to its conflicts of laws provisions.
- 17) 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.
- 18) 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.
- 19) 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.
- 20) Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
- 21) **Equal Opportunity STATEMENT:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University of Maine System policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, 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. Questions and complaints about discrimination in any areas of the University should be directed to the campus Equal Opportunity Director.
- 22) **Insurance Requirements and Proof of Insurance (prior to performance of service): Attachment B, hereby incorporated by reference.** The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.
- 23) **Standards for Safeguarding Information: Attachment C, hereby incorporated by reference (additional signatures required)**

IN WITNESS WHEREOF, the University and the Contractor have executed this Agreement

FOR THE CONTRACTOR:

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

FOR THE UNIVERSITY OF MAINE SYSTEM:

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

\_\_\_\_\_  
Email \_\_\_\_\_

Telephone \_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

Fax \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Univ. Acct.# \_\_\_\_\_

**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 his/her designee, and it is not approved, valid or effective until such written approval is granted."**

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

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

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

**RIDER B-1  
INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

RIDER B-2

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

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

Part 1 Tax Status:

Print Name: \_\_\_\_\_
Address (number, street, and apt. or suite no.): \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_
Phone: (\_\_\_\_) \_\_\_\_\_

Complete One:

[ ] Individual/Sole Proprietor Business Name, if different from above \_\_\_\_\_
Social Security Number \_\_\_\_ - \_\_\_\_ - \_\_\_\_
- or - Business EIN \_\_\_\_ - \_\_\_\_\_

[ ] Partnership EIN \_\_\_\_ - \_\_\_\_\_

[ ] Corporation EIN \_\_\_\_ - \_\_\_\_\_

Please answer questions below if you are a corporation:

1. Corporation providing legal services? Y N

2. Corporation providing medical services? Y N

[ ] Limited Liability Company EIN \_\_\_\_ - \_\_\_\_\_

[ ] Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN \_\_\_\_ - \_\_\_\_\_

[ ] Government Entity EIN \_\_\_\_ - \_\_\_\_\_

[ ] Estate or Trust EIN \_\_\_\_ - \_\_\_\_\_

[ ] All other Entities EIN \_\_\_\_ - \_\_\_\_\_

Part 2 Exemption:

If exempt from Form 1099 reporting, check here: [ ]
and circle your qualifying exemption reason below

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

Part 3 Certification:

Under penalties of perjury, I certify that:

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

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

Signature of U.S. person: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

Compliant Data is defined as data that 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.

## RFQ – Organization Development and Human Resources Professional Services

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

## RFQ – Organization Development and Human Resources Professional Services

process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.

7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to:
  - Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
  - Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.
11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
  - A. Contactor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control

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



## Appendix B – Accessibility Requirements

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

The University is required to procure 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.

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)