



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

University Dorm Microwave, Refrigerator and  
Freezer Combination Units Rental/Sales  
Program

RFP #062-18

**Issued Date:** April 20, 2018

**Response Deadline Date/Time:** May 1, 2018 End of Business

**Response Submission Information:**

Submitted electronically to [roger.ward@maine.edu](mailto:roger.ward@maine.edu)  
Email Subject Line – **Microwave & Refrigerator Combo – RFP #062-18**

**Response Contact Information:**

Strategic Sourcing Manager (SSM): **Ryan Ward**  
Email: [roger.ward@maine.edu](mailto:roger.ward@maine.edu) Phone: **(207) 207-581-2712**

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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.*

### **Campus thumbnails**

#### **University of Maine at Farmington**

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages, yet at a very attractive price.

#### **University of Maine**

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105<sup>th</sup> by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

#### **1.1.3 Purpose**

The **University of Maine (UMaine)** and **University of Maine at Farmington (UMF)** are seeking responses to provide **Dorm Room Microwave, Refrigerator and Freezer Combination Units Rental/Sales Programs** 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).

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

Though this document is primarily for **University of Maine and University of Maine at Farmington**, all campuses in the University of Maine System

must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

#### 1.1.4 Specifications / Scope of Work

The University of Maine System seeks proposals from interested vendors to provide microwave/refrigerator/freezer combination units rental/sales services.

#### **Unit Specifications:**

##### **Preferences / Requirements**

- **Pass/Fail** – Combination Microwave/Refrigerator/Freezer Unit
- **Pass/Fail** - Energy Star Rated
- **Pass/Fail** - The refrigerator shall plug into the microwave or vice versa to reduce the unit to needing a single point electrical plug-in into wall outlet.
- **Pass/Fail** – The Unit shall have “smart circuitry” to limit the number of amps drawn **OR** tamper proof/resistance plug/plug-in on the back of the Unit where the refrigerator plugs into the microwave or vice versa **OR** equivalent.
- **Pass/Fail** – Approximate ten (10) foot cord from unit to plug into wall
- **Pass/Fail** – UL Certification Certificate for the Combination Unit by submission deadline, end of business May 1, 2018 (include with your submission under Appendix H)
- Approximate overall dimension of 45” H x 19” W x 20” D
  - Refrigerator
    - Approximately 2.1 cu. Ft.
    - Preferred - Two (2) full-width wire shelves
    - Preferred - Two (2) door racks
    - Required - Temperature control
    - Required - Interior light
  - Freezer
    - Approximately .75 cu. Ft.
    - Preferred - One (1) ice cube tray
    - Preferred - Full-width door shelf
  - Microwave
    - Approximately 700 watts
    - Required - Electronic touch pad controls
    - Required – Digital display and clock (LED preferred)
    - Required - Multiple cooking levels
    - Required - Turntable system
    - Required - Removable glass carousel
- Built-in fire alarm(s) are **NOT** required

#### **Scope of Work:**

##### **Rental Programs**

The University of Maine System seeks multiple rental options to select from. The University seeks a minimum three (3) Rental Program options:

### **Rental Option I**

Rental Program working directly with and paid by the University to the Awarded Vendor. University will determine the number of units to be rented. University will determine, collect and keep any/all rental charges to students. This Rental Program shall have options for three (3), five (5), or seven (7) years to be determined by the individual University.

Awarded Vendor shall provide full warranty on all major components and all mechanical devices for the full term of the Rental. Awarded Vendor will replace any/all non-working appliance with a new appliance during the first twelve (12) months of the Rental Program and a like/equal after the initial twelve (12) months for the length of the Rental Program.

Awarded Vendor shall provide an optional annual cleaning of Units at the cost to the University. The University will determine from year to year if cleaning is requested. A minimum of 50% of the units will be cleaned.

The University shall provide annual inventory counts and clean units annually or pay Awarded Vendor for cleaning a minimum of 50% of total units, to be determined by the University. In the event of a unit breakdown the University will remove unit from the dorm room to the determined area between the University and Awarded Vendor for servicing provided by the Awarded Vendor at the expense of the Awarded Vendor. The Awarded Vendor will issue payment to the University for replacement of units at a per unit rate twice per year, i.e. at the end of each semester.

### **Rental Option II**

Rental Program that residential students work directly with the third party Awarded Vendor. **Students will NOT be allowed to acquire and bring compact refrigerator or combination microwave/refrigerator/freezer units other than units provided by the Awarded Vendor.** Students are NOT allowed to bring hot plates, toaster ovens, sandwich makers, toasters, and stand-alone microwave ovens.

Awarded Vendor shall provide both online and phone number(s) for students to place orders. Awarded Vendor **shall not** charge an additional order processing fee to the overall price when students order online.

Awarded Vendor shall provide students affordable Damage Insurance. Awarded Vendor shall provide a cancellation policy that includes, but not limited to, orders cancelled prior to delivery will be fully refunded. Awarded Vendor can collect a security deposit from students for each rental unit.

Total number of units will could vary from year to year as Option II is optional for students to utilize or not utilize.

In the event of a unit breakdown the University will remove unit from the dorm room to the determined area between the University and Awarded Vendor for servicing provided by the Awarded Vendor. The Awarded

Vendor will issue payment to the University for replacement of units at a per unit rate twice per year, i.e. at the end of each semester.

**Rental Option III**

Rental Program that residential students work directly with the third party Awarded Vendor. Students will not be required to rent through the Awarded Vendor. Students will be allowed to acquire and bring a compact refrigerator or combination microwave/refrigerator/freezer. Students are NOT allowed to bring hot plates, toaster ovens, sandwich makers, toasters, and stand-alone microwave ovens.

Awarded Vendor shall provide both online and phone number(s) for students to place orders. Awarded Vendor **shall not** charge an additional order processing fee to the overall price when students order online.

Awarded Vendor shall provide students affordable Damage Insurance. Awarded Vendor shall provide a cancellation policy that includes, but not limited to, orders cancelled prior to delivery will be fully refunded. Awarded Vendor can collect a security deposit from students for each rental unit.

Total number of units could vary from year to year as Option III is optional for students to utilize or not utilize.

In the event of a unit breakdown the University will remove unit from the dorm room to the determined area between the University and Awarded Vendor for servicing provided by the Awarded Vendor. The Awarded Vendor will issue payment to the University for replacement of units at a per unit rate twice per year, i.e. at the end of each semester.

**General Requirements (Rental Options I, II, & III):**

Awarded Vendor shall provide **new units for the first year of each University contract that utilizes the Master Agreement Contract.** Awarded Vendor shall be required to provide each University the following **minimal percentage** of deployed units for immediate replacement for defective units:

- Year one (1) of contract - 2%, All units must be new units
- Year two (2) of contract – 2% of the total deployed units of the previous academic year, units must be new or not older than one (1) year old and must be of equal or better make/model currently offered.
- Year three (3) of contract – 3% of the total deployed units of the previous academic year, units must be new or not older than two (2) years old and must be of equal or better make/model currently offered.
- Years four (4) and five (5) of contract – 4% of the total deployed units of the previous academic year, units must be new or no older than four (4) for year four (4) or five (5) for year five (5) and must be of equal or better make/model currently offered.

- Years six (6) and seven (7) of contract renewals – 5% of the total deployed units of the previous academic year, units must be new or no older than seven (7) years old and must be of equal or better make/model currently offered.

Awarded Vendor shall provide the University with a supply of exchangeable parts including, but not limited to, adjustable legs, microwave shelves, and refrigerator shelves.

The Awarded Vendor will have access to the residential hall rooms prior to the start of the fall semester and after the end of the spring semester. During the fall, winter break, spring break, and spring semester the Awarded Vendor will not have access to the residential hall rooms. In the event of a unit breakdown the University will remove unit from the dorm room to the determined area between the University and Awarded Vendor for servicing provided by the Awarded Vendor.

Rental Option II & III Only - Awarded Vendor will be required to coordinate, at no additional cost to the University, with the University delivery, removal, transfer, exchange, replace, and pick up units to and from the residential hall rooms at the beginning and at the end of each academic year.

Awarded Vendor may be required to provide a local service provider to provide on-site service and/or replacement of any non-functioning appliance for the entire term of the contract. The University of Maine and the University of Maine at Farmington, at this time, does NOT require the Awarded Vendor to provide a local service provider.

Delivery:

Rental Option I

The University shall provide the Awarded Vendor a window of no less than then (10) days during which time the Awarded Vendor will be permitted access to agreed upon buildings, facilities, etc. where equipment is to be delivered. **The University prefers delivery to be approximately one (1) to two (2) weeks prior to the start of the academic year / fall semester.**

Rental Option II & III

The University shall provide the Awarded Vendor a window of no less than then (10) days during which time the Awarded Vendor will be permitted access to agree upon buildings, facilities, etc. where equipment is to be delivered. The University prefers delivery to be approximately one (1) to two (2) weeks prior to the start of the academic year / fall semester. Each University will notify the Awarded Vendor the start and end of each academic year. The Awarded Vendor shall be notified thirty (30) days in advance of the dates for delivery window at the beginning of each academic year. Awarded Vendor shall notify the University ten (10) days in advance which day(s) they will be on campus for servicing of this agreement.



Residential buildings identified by the University and/or during the academic year while the residential buildings are occupied Awarded Vendor will not be granted access to the building. Awarded Vendor will schedule with the University delivery to the building at which time the University will complete delivery to the student's residential unit. Awarded Vendor will be charged a fee by the University to complete delivery to restricted buildings. Awarded Vendor will be charged a fee by the University for any units not cleaned

**End of Year Return:**

**Rental Option I**

The units will remain at the University throughout the term of the rental agreement.

**Rental Options II & III**

Awarded Vendor will be responsible for all end of year procedures including, but not limited to, equipment return, cleaning of equipment, and storage of equipment at Contractor's designated off-site location.

**Equipment Maintenance:**

The Awarded Vendor shall be responsible for the performance of and cost associated with all normal repair and maintenance of rented equipment throughout the life of the Contract. Repair and maintenance shall not include theft, vandalism, or abuse, which will be considered the obligation of the tenant/student to whom the equipment is entrusted.

Any and all service work shall only be performed and/or coordinated through the Awarded Vendor.

- Rental Option I – The University will be responsible for any cleaning, unless the University request the Awarded Contract to provide cleaning at an additional fee to the University.
- Rental Options II & III - The Awarded Vendor will be charged a fee by the University for any cleaning, minor repairs, maintenance, or replacement of units performed by the University during the academic year.

**Fees:**

Awarded Vendor shall make any/all payments of fees semi-annually for off-scheduled delivery (i.e. during the academic year for late deliveries and/or replacement of non-functional units)/handling fees and/or cleaning (Rental Options II & III only)/minor repairs/maintenance fees performed by University staff.

**Marketing:**

The Awarded Vendor shall work with each University to produce and distribute sales brochures, posters, order forms, etc. All forms may be placed in residence halls or be mailed to University Services. The

University shall have the final approval of all advertising documents produced in conjunction with each agreement.

The Awarded vendor shall provide to each student/tenant a service guide that will outline the terms and conditions of the Rental and shall include but not limited to:

- Equipment is provided for “normal” everyday use
- Normal repair and maintenance cost are included in rental fee
- Acts of theft, vandalism, and abuse is not considered “normal”
  - Under these circumstances the student/tenant shall be charged for any such physical damage or loss of equipment or accessories
- All equipment is considered “consumer electronic equipment.”
- All equipment under the Master Agreement require no special installation or wiring for the use in the University’s facilities.

Marketing brochures may be requested for distribution immediately upon award prior to start of contract.

#### **Purchase Program / Option IV**

Provide Universities the option to purchase units directly through the Awarded Vendor.

#### **The University of Maine (UMaine)**

The University is currently seeking a three (3) year contract under Rental Option III. The University of Maine (UMaine) seeks to provide an optional rental program for approximately 3,600 residential students / 1,800 University owned residential units. Residential students are not allowed to have electrical appliances with heating elements (excluding coffee maker), and stand-alone microwaves. The fall of 2017 UMaine residential students rented approximately 700 microwave/refrigerator/freezer combination units from the current vendor under contract. The current contract will expire June 30, 2018 with no options for renewal.

#### **The University of Maine at Farmington (UMF)**

While UMF is currently seeking a five (5) year contract under Rental Option I. The University of Maine at Farmington (UMF) seeks to provide residential students approximately 600 microwave/refrigerator/freezer combination units in all of the University’s residential units to provide University approved microwave/refrigerator/freezer combination unit and reduce electrical consumption. This service has not been provided by UMF in the past. Students will not be allowed to bring mini refrigerators or microwaves.

## **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 :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed; or
- i. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for 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 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.

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 all Respondents' responses may be made available to participating Respondents upon request. Such request must 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 provided to the other Respondents. Such requests are public records. After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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 that meets the definition of "trade secret" under Maine 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.

#### **1.2.4 Costs of Preparation**

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

#### **1.2.5 Authorization**

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

#### **1.2.6 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.

#### **1.2.7 Pricing**

Respondents shall indicate pricing and/or revenue offers in Cost Response Exhibits. The University may presume and hold as the

vendor's final offer all pricing and/or revenue offerings, whether stated as amounts or percentages, and/or whether or not offered on an all-or-none basis, if not specified by the vendor. The University may accept or reject in part or entirely the vendor's pricing and/or revenue offerings when such offerings are not on an all-or-none basis. Vendor's pricing and/or revenue proposals may not be modified after the RFP Due date and time. Units listed shall be of a newer model(s) that shall be available for multiple years. **Rental pricing shall remain firm for the first three (3) years of the contract for Rental Program. Revenue rate shall remain firm throughout the life of the contract including any renewals.** Pricing for Rental Programs shall include any/all delivery cost(s)/fee(s).

**University Revenue shall be determined by:**

Total number of units rented/leased by students x Residential Student Rental Rate x University Revenue from total Rental Program % = dollar (\$) amount to be paid to the University annually no later than June 1<sup>st</sup> of each year.

The University is tax-exempt, taxes should not be applied to Rental Program Option I and Purchase Pricing.

Students are subject to Maine State Sales Tax for Rental Program Options II & III.

**1.2.8 Cost Response Form Quantities**

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

**1.2.9 Employees**

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

**General Submission Provisions**

**1.2.10 Timeline of Key Events**

| Reference Section | Event Name                               | Event Due Date                        |
|-------------------|--|---------------------------------------|
| Section 1.2.2     | Deadline for Written Inquiries/Questions | <b>April 24, 2018 End of Business</b> |
| Section 1.2.2     | Response to Written Inquiries/Questions  | <b>April 25, 2018 End of Business</b> |

|               |   |                                    |
|---------------|---|------------------------------------|
| Section 1.2.2 | Deadline for Proposal Submission                          | <b>May 1, 2018 End of Business</b> |
| Section 2.2   | Award Announcement <b>(subject to change)</b>             | <b>May 4, 2018</b>                 |
|               | Estimated Agreement Start Date <b>(subject to change)</b> | <b>June 1, 2018</b>                |

**1.2.11 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.

**1.2.12 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.

**1.2.13 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.

**1.2.14 Response Validity**

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

**1.2.15 Non-Response Submission**

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

**1.2.16 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).

### 1.2.17 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).



## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 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   | 35         |
| Appendix D            | Economic Impact   | 10         |
| Appendix E            | Contract for Services                                   | 5          |
| Appendix G&H          | Organization, Qualifications, Experience and References | 50         |
| <b>Total Points</b>   |   | <b>100</b> |

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

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

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **(35)** = pro-rated points for each Cost Exhibit.

Cost Exhibit 1 Score + Cost Exhibit 2 Score = Total Cost Response Points.

The Respondent with the highest Total Cost Response Points will be awarded **(35)** points for Cost Evaluation. Remaining scores will be determined by:

Cost Response Points being scored / Highest Total Cost Response Points x **(35)** = Cost Evaluation Score.

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.

##### 2.1.2.2 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 **5 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 **5** = pro-rated score

Projected Economic Impact\*: The highest projected economic impact will be awarded **5 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 **5** = 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).

2.1.2.3 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, will have point reductions based on University risk assessment. Refer to Agreement provisions detailed in **Section 1.2.1.2** for additional guidance.

2.1.2.4 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be

performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

## 2.2 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, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the 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.

## 2.3 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.

## 2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at [http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d).

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.

## **3.0 RESPONSE FORMAT REQUIREMENTS**

### **3.1 General Format Instructions**

#### **3.1.1 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 must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

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

#### **3.1.2 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.

#### **3.1.3 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.

#### **3.1.4 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.

### **3.2 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.

### **3.2.1 Order of Submission**

- Insert Appendix A – University of Maine System Response Cover Page
- Insert Appendix B – Debarment, Performance and Non-Collusion Certification
- Insert Appendix C – Required Cost Evaluation Exhibits
- Insert Appendix D – Economic Impact Evaluation Form
- Insert Appendix E – Contract for Services
- Insert Appendix G – Organization Reference Form
- Insert Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

**RESPONDENTS ARE NOT REQUIRED TO BE REGISTERED WITH THE UNIVERSITY OR ANY OTHER ENTITY IN ORDER TO SUBMIT A RESPONSE.**

## **4.0 APPENDICES**

- 4.1** Appendix A – University of Maine System Response Cover Page
- 4.2** Appendix B – Debarment, Performance and Non-Collusion Certification
- 4.3** Appendix C – Required Cost Evaluation Exhibits
- 4.4** Appendix D – Economic Impact Evaluation Form
- 4.5** Appendix E – Contract for Services
- 4.6** Appendix G – Organization Reference Form
- 4.7** Appendix H – Evaluation Question(s) - Organization, Qualifications and Experience

# Appendix A – University of Maine System Response Cover Page

**RFB #062-18**

## **University Dorm Microwave, Refrigerator, and Freezer Combination Units Rental/Sales Program**

|  |  |
|--|--|
| Organization Name:                               |  |
| Chief Executive – Name/Title:                    |  |
| Telephone:                                       |  |
| Fax:   |  |
| Email:   |  |
| Headquarters Street Address:                     |  |
| Headquarters City/State/Zip:                     |  |
| Lead Point of Contact for Quote<br>– 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**

**RFB #062-18**

**University Dorm Microwave, Refrigerator, and Freezer Combination Units Rental/Sales  
Program**

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

**RFB #062-18**

### **University Dorm Microwave, Refrigerator, and Freezer Combination Units Rental/Sales Program**

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. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution.
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. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. 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.
7. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. 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.

## Cost Exhibit 1 – Rental Option I

Rental Program working directly with and paid by the University who will determine the number of units to be rented/leased. University will determine and collect any/all rental charges to students. This Rental Program shall have options for three (3), five (5), or seven (7) years to be determined by the individual University.

Respondents are to provide detailed information on the microwave/refrigerator/freezer unit included.

Brand: \_\_\_\_\_

Model: \_\_\_\_\_

Color: \_\_\_\_\_

### Rental Term Proposal – University of Maine at Farmington      5 Year Contract

Per Unit Cost per Payment: \$ \_\_\_\_\_ x 600\* Units = \$ \_\_\_\_\_

# Of Payments per Year: \_\_\_\_\_ x \$ \_\_\_\_\_

Annual Rental Payment = \$ \_\_\_\_\_

**Total Rental Cost:** \_\_\_\_\_ x 5 (five) years = \$ \_\_\_\_\_

Cleaning/Minor Repairs/Maintenance/  
Delivery Fee to be paid to the University: \$ \_\_\_\_\_ /Per Unit

Optional Annual Cleaning of Units (minimum 50% of Total  
Units Rented by the University) paid to Awarded Vendor: \$ \_\_\_\_\_ /Per Unit

*\*The University will use six hundred (600) units to determine total cost for scoring purposes only, actual total numbers of units to be determined.*

## Cost Exhibit 2 – Rental Option III

Rental Program that residential students work directly with the third party Awarded Vendor. Students will not be required to rent through the Awarded Vendor. Students will be allowed to acquire and bring a compact refrigerator or combination microwave/refrigerator/freezer. Students are NOT allowed to bring hot plates, toaster ovens, sandwich makers, toasters, and stand-alone microwave ovens.

Respondents are to provide detailed information on the microwave/refrigerator/freezer unit included.

Brand: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_

### Residential Cost Paid to the Awarded Vendor

Residential Student Rental  
Rate (approximately 9 months): \$ \_\_\_\_\_ /per unit x 700\* units = \$ \_\_\_\_\_

Residential Student Damage  
Insurance Rate: \$ \_\_\_\_\_ /per unit

Residential Cancellation Fee: \$ \_\_\_\_\_ /per unit

### Awarded Vendor Fees / Revenue Paid to the University

Cleaning/Minor Repairs/Maintenance  
Fee to be paid to the University: \$ \_\_\_\_\_ /per unit

Off-scheduled Drop Fee to be paid to the University: \$ \_\_\_\_\_ /per unit

Off-scheduled Swap Fee to be paid to the University: \$ \_\_\_\_\_ /per unit

University Revenue from total Rental Program: \_\_\_\_\_ % or \$ \_\_\_\_\_ /per unit

Total Estimated University Revenue  
(Rental Rate x Revenue per Unit x 700 Units): \$ \_\_\_\_\_

Residential Student Rental Rate minus  
Estimated University Revenue (700 Units): \$ \_\_\_\_\_

*\*The University will use seven hundred (700) units to determine University Revenue from total Rental Program for scoring only, actual total numbers of units will vary from year to year.. Do not include Students' Maine State Sales Tax in your per unit cost response.*

## Appendix D – Economic Impact Evaluation Form

RFB #062-18

### University Dorm Microwave, Refrigerator, and Freezer Combination Units Rental/Sales Program

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) **Factors should reflect ONLY the results from the awarded contract for Option I, 600 Units for University of Maine at Farmington and Option III, 700 Units for the University of Maine (Orono). This should NOT include other factors outside of THIS award.**

| 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 future 24-month period as a result of the awarded contract    | \$                           |
| Payments of State and local taxes in Maine within future 24-month period as a result of the awarded contract | \$                           |
| Payments of State licensing fees in Maine within future 24-month period as a result of the awarded contract  | \$                           |
| <b>Total Projected Economic Impact Only 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 MASTER AGREEMENT

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

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

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

**Rider A-1** – Pricing

**Rider B-1** – Insurance Requirements

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

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

**Rider D** – Services Engagement Form

**Contract Amendments** as required

**Request for Proposal #062-18** Issue Date **April 20, 2018** Titled **University Dorm Microwave, Refrigerator and Freezer Combination Units Rental/Sales Program**

**Contractor’s Bid in Response to Request for Proposal #062-18** Proposal Submission Date **May 1, 2018** Titled **University Dorm Microwave, Refrigerator and Freezer Combination Units Rental/Sales Program**

**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.

**Rider A** provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term:** This Contract shall commence on **June 1, 2018** and shall terminate on **April 30, 2021**, unless terminated earlier as provided in this Contract with option for **two (2) additional two (2) year renewals** 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.

As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**.

- 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 or a Services Engagement (Rider D)** 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.
12. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.
13. **Indemnification**: The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
14. **Contract Validity**: In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
15. **Independent Contractor**: Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties

further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

16. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. 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:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

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

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

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

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

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

- A. **Terms and conditions of this Agreement**
- B. **Rider A - Specifications of Work to be Performed**
- C. **Rider A-1 – Pricing**
- D. **Rider B-1 – Insurance Requirements**
- E. **Rider B-2 – Substitute Form W-9 - Taxpayer Identification Number Request & Certification**
- F. **Rider C – University of Maine System Standards for Safeguarding Information**
- G. **Rider D – Services Engagement Form**
- H. **Contract Amendments** as required
- I. **Request for Proposal #062-18** Issue Date **April 20, 2018** Titled **University Dorm Microwave, Refrigerator and Freezer Combination Units Rental/Sales Program**
- J. **Contractor's Bid in Response to Request for Proposal #062-18** Proposal Submission Date **May 1, 2018** Titled **University Dorm Microwave, Refrigerator and Freezer Combination Units Rental/Sales Program**

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: \_\_\_\_\_

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

Chief Procurement Officer or designee

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

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

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

Chief Financial/Business Officer or designee

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

## RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

### INTENT AND PURPOSE

Provide the University of Maine System Dorm Room Microwave, Refrigerator and Freezer Combination Units Rental/Sales Programs.

### PRODUCT SCOPE OF WORK:

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

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

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

### PERFORMANCE TERMS AND CONDITIONS

1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.
3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits "as needed" on two weeks' notice.

4. **Toll-Free Access:** The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.
5. **Accessibility:** If the solution includes any end-user-facing human interface, such as an end-user device software component or web site form, file upload system, etc. the Contractor hereby warrants that the products or services to be provided under this agreement comply with the accessibility guidelines of “Section 508 of the Rehabilitation Act of 1973” as amended as of the date of this agreement, and the [“Web Content Accessibility Guidelines \(WCAG\) 2.0” published by www.w3.org.](http://www.w3.org)

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

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

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

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

**RIDER A-1  
PRICING**

**<< BID INSTRUCTIONS - Details in Exhibit 1, 2, 3, & 4 will be inserted here during Agreement negotiations. No action needed for Bidder as part of their proposal/bid submission. >>**



**RIDER B-1  
INSURANCE REQUIREMENTS**

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

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

| # | Insurance Type   | Coverage Limit                     |
|---|--|------------------------------------|
| 1 | Commercial General Liability, including Product's and Completed Operations<br><br>(Written on an Occurrence-based form)<br>(Bodily Injury and Property Damage) | \$1,000,000 per occurrence or more |
| 2 | Vehicle Liability<br>(Including Hired & Non-Owned)<br>(Bodily Injury and Property Damage)  | \$1,000,000 per occurrence or more |
| 3 | Workers Compensation<br>(In Compliance with Maine and Federal Law)   | Required for all personnel         |
| 3 | Professional Liability Insurance<br>(Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical 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.
2. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from,

or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University.

3. Return or Destruction of Compliant or Business Sensitive Information:

A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.

B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.

C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.

4. Term and Termination:

A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement

5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement.

6. Contractor shall control access to University data: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to University data immediately upon termination or re-assignment of an employee by the Contractor.

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

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

**RIDER D  
SERVICES ENGAGEMENT FORM**

**RFB #062-18**

**University Dorm Microwave, Refrigerator, and Freezer Combination Units Rental/Sales  
Program**

**Services Engagement to Agreement for Services**

This Services Engagement is entered into as of the date written below between  
\_\_\_\_\_ (“Contractor”) and  
\_\_\_\_\_ (“Institution”).

This Services Engagement shall be governed by the terms and conditions of the Master Level Agreement for Services dated \_\_\_\_\_ by and between \_\_\_\_\_ (“Contractor”) and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by \_\_\_\_\_ (“Contractor”) and the fees associated with such Services.

**INSTITUTION REPRESENTATIVE & PROJECT MANAGER:**

**CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:**

**SCOPE OF WORK:**

**TERM:**

The term of this Work Order will be from \_\_\_\_\_ to \_\_\_\_\_.

Installation of the \_\_\_\_\_ shall be Substantially Complete on or before \_\_\_\_\_ subject to adjustments mutually agreed to by the parties.

**PRICE:**

**SIGNATURES:**

**Institution**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**Contractor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



## Appendix G – Organization Reference Form

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

**INSTRUCTIONS:** Provide a minimum of four (4) current professional references (two (2) that currently utilize a program similar to Option I and two (2) that currently utilize a program similar to Option III. 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. 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.
3. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
4. 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?
5. Provide **detailed** information of the microwave/refrigerator/freezer combination unit included in your cost response. Include detailed unit description including, but not limited to, Energy Star Rated information, smart circuitry or tamper proof/resistance plug/plug-in or equivalent, cord length, a copy of UL Certification Certificate.
6. Provide a suggested project timeline, including marketing material, delivery, removal (if applicable), in order to meet the University of Maine and University of Maine at Farmington campus options as specified in the Scope of Work.
7. Describe your firm's Rental Program in detail. Include information on how students will be able to rent/lease units from your firm.
8. Describe your firm's Residential Student Damage Insurance.
9. Describe your firm's Residential Cancellation policy.
10. Provide any additional pertinent information for the University to evaluate.

## 11. 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.