**RFB Submissions Form**

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

**RFB # 2021-011**

**Simulator – AR / MR Capability**

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

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
	1. 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;
	2. 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;
	3. 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.
	4. 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.

*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 # 2021-011**

**Simulator – AR / MR Capability**

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:

1. 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.
2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
	1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
	2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
	3. 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
	4. 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.
3. 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 # 2021-011**

**Simulator – AR / MR Capability**

**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. Pricing will be guaranteed by the vendor for the term of the Agreement.
8. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
9. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

**INSTRUCTIONS FOR – Exhibit 1 (Table 1) – Pricing for Equipment/Materials**

The University needs to understand the associated lifecycle costs for your proposed system or service. This pricing table provides a list of equipment needed. The Required Equipment Receive Date is noted in the table to reflect when equipment is needed. The solution provided must meet the specifications provided in Section 1.1.3 of this document to be considered.

**Model Number -** Product or service vendor number.

**Description** – Brief description of the component.

**Quantity** – Quantity provided by the University.

**Unit Price** - Price per unit for the Agreement period, and anticipated future rates.

**Discount Price** - Discount offered by the Respondents.

**Extended Cost** – Price per unit minus Respondents per unit discount for the Agreement period, and anticipated future rates.

**Subtotal** – Subtotal of the Extended Cost figures.

**Less Discount** – Discount offered off the Subtotal figure.

**Total** – Subtotal less Discount.

**Exhibit 1 (Table 1) –** Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1 contact the Proposal Contact identified on the cover page of this document.

|  |
| --- |
| **Respondent's Name:**  |
| **#** | **Manufacturer Number** | **Description** | **Quantity** | **Unit Price** | **Discount Price** | **Extended Cost** |
| 1 |  |  |  |   |   |   |
| 2 |  |  |  |   |   |   |
| 3 |  |  |  |   |   |   |
| 4 |  |  |  |   |   |   |
| 5 |  |  |  |   |   |   |
| 6 |  |  |  |   |   |   |
| 7 |  |  |  |   |   |   |
| 8 |  |  |  |   |   |   |
| 9 |  |  |  |   |   |   |
| 10 |  |  |  |   |   |   |
|  |  | **Subtotal** | **0.00** |
|  |  | **Less Discount**  | **0.00** |
|  |  | **Total** | **0.00** |
|   | **Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.** |
|   | **List explanations and assumptions here:** |
|   |  -  |
|   |  -  |

**Appendix D – Master Agreement**

**UNIVERSITY OF MAINE SYSTEM**

**MASTER AGREEMENT**

This Master Agreement (“Agreement”) entered into this **\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_,** by and between the **University of Maine System**, hereinafter referred to as the **"University",** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafterreferred 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** – Insurance Requirements

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

**Agreement Amendments** as required

**Request for Bid #2021-011** Issue Date October 9, 2020 Titled **Simulator – AR / MR Capability**

**Contractor’s Bid in Response to Request for Bid #2021-011** Proposal Submission Date October 20, 2020 Titled **Simulator – AR / MR Capability**

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

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

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

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
2. **Term:** This Agreement shall commence on May 15, 2020 and shall terminate on May 15, 2023, unless terminated earlier as provided in this Agreement.
3. **Payment:**
	1. 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.
	2. “**Additional Services**” The University will have the option to purchase additional services under this Agreement.
4. **Termination:** The **Agreement** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.
7. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this agreement 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 agreement or proceeds thereof.
8. **Modification:** This Agreement 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 Agreement shall be governed and interpreted according to the laws of the State of Maine.
11. **Administration:** Scott Cook 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 Agreement or based on any libelous or other unlawful matter contained in such data.
14. **Agreement Validity:** In the event one or more clauses of this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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: **Agreement Administration**

**To Contractor:**

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

1. **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

Fax:   207-581-2698

Email:   UMAP@maine.edu

1. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
	1. **Terms and conditions of this Agreement**
	2. **Rider A** - Specifications of Work to be Performed
	3. **Rider A-1** – Pricing
	4. **Rider B** – Insurance Requirements
	5. **Rider C** – University of Maine System Standards for Safeguarding Information
	6. **Agreement Amendments** as required
	7. **Request for Bid #2021-011** Issue Date October 9, 2020 Titled **Simulator – AR / MR Capability**
	8. **Contractor’s Bid in Response to Request for Bid #2021-011** Proposal Submission Date October 20, 2020 Titled **Simulator – AR / MR Capability**

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

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

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

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

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

 Chief Procurement Officer or designee Chief Financial/Business Officer or designee

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

**RIDER A**

**SPECIFICATIONS OF WORK TO BE PERFORMED**

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

**INTENT, PURPOSE AND SPECIFICATIONS**

The University of Southern Maine (USM) is building a multidisciplinary simulation center on the 4th floor of the science building. As part of this project, USM sought bids on a simulator that has AR or MR capability. The AR or MR feature will support multiple users at the same time and be able to project the AR or MR experience to other observers not using a HoloLens.

Below are specifications:

High Fidelity Female Simulator

1. Pregnant and non-pregnant options
2. Wireless / tetherless
3. Ability to project the AR MR simulation experience to other observers
4. Hardware includes
	1. Manikin
	2. Patient monitor
		1. Can be mounted to a headwall and removable
		2. Has touchscreen capabilities
	3. Instructor PC
	4. HoloLens – quantity four with ability to expand to additional HoloLens if needed
	5. Other hardware as needed
5. Manikin Options
	1. Medium or Dark skin tone
	2. Both pregnant and non-pregnant options
		1. Interchangeable abdominal covers
	3. Instructor / student verbal communication through manikin
	4. Pregnant female
		1. Fetal heart sounds
		2. Life like joint articulation
			1. Hips, knee, upper extremity, neck and shoulder
		3. L&D learning experiences (manual and ability to program for automatic)
		4. Please see OB section (5.8) below for other specifics
	5. Non-pregnant female
	6. Airway features
		1. Realistic airway
		2. Airway management capacity
		3. Endo and nasotracheal intubations
		4. Lung sounds and auscultation
		5. BVM ventilations with chest rise
			1. Ventilation performance and feedback
		6. Head tilt / jaw thrust
		7. Chest rise with breathing
		8. R mainstem intubation
	7. Cardiovascular
		1. Carotid pulses
		2. Radial pulses
		3. IV Access (preferred bilateral)
		4. Cyanosis
		5. ECG
		6. CPR capabilities
			1. CPR feedback
		7. Defibrillation and cardioversion with “real” energy
		8. 12-lead ECG
		9. 4-lead monitoring
		10. HR synchronizes with ECG
		11. O2 SAT
		12. BP
			1. Manual and Automatic
		13. Med Administration
			1. IV
			2. IM
	8. OB
		1. AR or MR abilities
		2. Fetus for delivery mode
		3. Programmable contractions
		4. FHM
			1. Control fetal hear rate during delivery
			2. Accelerations and decelerations
				1. Variability
		5. Computer controlled delivery
			1. Manual and automatic modes
		6. Deliveries
			1. Normal
			2. Breech
			3. Shoulder dystocia
		7. Placenta with intact or fragment options
			1. Detachable cord
		8. Multiple birthing positions such as:
			1. McRoberts
			2. Hands and knees
		9. Programmable neonate heart sounds
		10. Programmable hemorrhage control
		11. Computer controlled uterine firmness
	9. GI/GU
		1. Programmable sounds
		2. Foley cath ability
	10. Neuro
		1. Seizure
		2. Eyes
			1. Blinking
			2. Pupils interactive
6. Preferred options:
7. Manikin software, patient monitor, and instructor PC are able to integrate and supply data to Laerdal / BLine AV Simulation systems.
8. Fetus
	1. Fontanel
	2. Cry upon delivery
9. Ability to cut umbilical cord
10. Interactive eyes
	1. Interactive pupils
	2. Eye tracking
11. Epidural placement
12. Automatic or instructor PC initiated birth canal lubrication
13. C-Section optional
14. Episiotomy optional
15. Vendor will install manikin and hardware
16. Assure functionality of manikin
17. Assure AV and data capture system is functional
18. Provide training for university staff

**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 Agreement Administrator notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Agreement without the prior written consent of the Agreement Administrator.
2. **Business and Performance Reviews:** Recognizing that successful performance of this agreement is dependent on favorable response, the Contractor shall meet at least quarterly with the Agreement 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 three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.
4. **Toll-Free Access**: The Contractor shall provide to 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, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Contractor hereby warrants that the products and/or services to be provided under this agreement comply with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 2.1 for web content

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 Contractor further agrees to indemnify and hold harmless the University of Maine System 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 Contractor’s products or services covered by this agreement to ensure compliance with the above standards.

Complaints, or testing, that results in findings of non-compliance, that are not corrected within 30 days of being reported to the Contractor in writing, shall constitute a breach of this agreement.

1. **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.
2. **Environment Compliance:** In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali’s, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor aggress to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney’s fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor’s performance under this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.

**RIDER A-1**

**PRICING**

|  |
| --- |
|  |
| **#** | **Manufacturer Number** | **Description** | **Quantity** | **Unit Price** | **Discount Price** | **Extended Cost** |
| 1 |  |  |  |   |   |   |
| 2 |  |  |  |   |   |   |
| 3 |  |  |  |   |   |   |
| 4 |  |  |  |   |   |   |
| 5 |  |  |  |   |   |   |
| 6 |  |  |  |   |   |   |
| 7 |  |  |  |   |   |   |
| 8 |  |  |  |   |   |   |
| 9 |  |  |  |   |   |   |
| 10 |  |  |  |   |   |   |
|  |  | **Subtotal** | **0.00** |
|  |  | **Less Discount**  | **0.00** |
|  |  | **Total** | **0.00** |
|   | **Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.** |
|   | **List explanations and assumptions here:** |
|   |  -  |
|   |  -  |

**RIDER B**

**INSURANCE REQUIREMENTS**

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

|  |  |  |
| --- | --- | --- |
| **#** | **Insurance Type** | **Coverage Limit** |
| 1 | Commercial General Liability, including Product’s and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage) | $1,000,000 per occurrence or more |
| 2 | Vehicle Liability(Including Hired & Non-Owned)(Bodily Injury and Property Damage) | $1,000,000 per occurrence or more |
| 3 | Workers Compensation(In Compliance with Maine and Federal Law) | Required for all personnel |
| 4 | Cyber Liability Insurance (If PII or PHI is stored on systems managed by the provider, the coverage is mandatory.) | $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 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.
	1. 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.
	2. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
	3. 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.
	4. 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.
	5. 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:
	1. 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.
	2. 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.
	3. 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:
	1. 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.
1. 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.
2. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
	1. Contactor computers that host University Compliant Data or Business Sensitive Information shall be housed in secure areas that have adequate walls and entry control such as a card controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter and visitor entry will be strictly controlled.
	2. 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.
	3. 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.
	4. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
	5. 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.
	6. 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.
	7. 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.
	8. 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.
3. 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.