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

Computer-Assisted Telephone Interviewing (CATI)

RFP #2021-020

Issued Date: January 19, 2021

Response Deadline Date/Time: Feb. 9, 2021, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – RC: CATI - RFP#2021-020

Response Contact Information:

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

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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 six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 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 six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

Campus thumbnails

University of Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. UMA is the third largest public university in Maine. A leader in distance education, UMA has a statewide presence with two campuses in Augusta and Bangor, eight UMA Centers from Saco to Houlton, and 32 course receive sites across Maine. Flexible modalities, with classes onsite, online, through video conference, Interactive Television, and at UMA Centers allow its students to take classes, while keeping work and family commitments. While UMA has a traditional-aged cohort, two-thirds of its students are over 25 years old. Over 50% of UMA's students are

first generation and 72% are Pell Grant eligible. These students are motivated to make a positive change in their lives by pursuing a college degree. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

University of Maine at Farmington

The University of Maine at Farmington is the birthplace of public higher education in Maine and has earned a national reputation for excellence. Established in 1864, it is a small, selective public liberal arts college, serving primarily full-time, traditional-age undergraduates in a residential setting. UMF offers quality programs in teacher education, human services, arts and sciences and professional studies. At Farmington, students feel connected, deeply woven in the roots of the community. Through hands-on learning, the sharing of ideas, debating of issues and pursuit of research, our professors become an active part of their student's lives helping them engage and succeed in a place where they are valued, inspired and empowered. Located in the foothills of the mountains of western Maine, UMF offers the perfect mix of the active outdoor lifestyle with the quintessential New England college town. 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 affordable price—providing a tremendous college value in a spectacular natural setting.

University of Maine at Fort Kent

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "destination university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in disciplines such as nursing, business, biology, forestry and cybersecurity among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

University of Maine at Machias

The University of Maine at Machias is a regional campus of the University of Maine. With its environmental liberal arts core, distinctive baccalaureate programs and student-centered community, UMM creates enriching educational opportunities that prepare graduates for professional success and lifelong engagement. It offers 15 undergraduate degree programs that serve approximately 800 students. Small class sizes and hands-on learning define the academic experience at Maine's coastal university, where there is a shared commitment to exploration, leadership, collaboration and interdisciplinary problem solving. UMM's applied research and community outreach contribute to the quality of life and economic development in Down East Maine and beyond.

University of Maine

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education

institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campuswide aimed at conserving energy, recycling and adhering to green building standards in new construction.

University of Maine at Presque Isle

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers, providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

University of Southern Maine

Known for its academic excellence and student focus, the University of Southern Maine (USM) is a community-engaged university taking advantage of its three-campus location in the economic and cultural heart of Maine to provide unmatched, authentic, hands-on learning experiences. This gives our graduates a leg up in launching their careers while at the same time meeting the workplace needs of our region and state.

Our significant financial and academic support provides our students access to a high quality education, helps ensure their success once they are here and enables them to pursue and realize their dreams upon graduation.

Reflecting the community it serves, USM has become known as "the University of Everyone," welcoming a diverse mix of ages, backgrounds and income levels to our 8,000 plus student body. Ranging from traditional high school graduates to adults completing their degree, from high achievers to those who may not have seen a college education in their future, from new Mainers to veterans who have served our nation, the University of Southern Maine supports their academic pursuits and encourages their advancement.

University of Maine School of Law

The University of Maine School of Law is the state's public and only law school, a vital resource serving our local, regional, national, and global community. Maine Law is an institutional public servant committed to providing an accessible and affordable student-focused program of legal education and achieving the highest standards of ethical behavior. Our rigorous doctrinal and experiential curriculum, influential scholarship, and signature programming prepare students to practice law, promote respect for the rule of law, and advance justice for all members of society.

University of Maine Graduate and Professional Center
Located in Portland but serving students and employers statewide, the University of Maine Graduate and Professional Center (the Maine Center) brings together academic programs in law, business, and public policy to train the workforce of the future and grow Maine's economy. The Maine Center is an academic consortium composed of the University of Maine School of Law, the University of Maine Graduate School of Business, the graduate programs of the Muskie School of Public Service, and the Cutler Institute of Health and Social Policy. This consortium develops cross-disciplinary, experiential, and market-driven programming for graduate students in the Maine Center's three focus areas. The Maine Center also delivers programming for members of Maine's civic, business, and legal communities, including executive education, certificates, workshops, externship placements, and a startup incubator/accelerator. The Maine Center is supported by a challenge grant from the Harold Alfond Foundation.

1.1.3 Purpose

The University of Southern Maine, Cutler Institute, Survey Research Center (SRC) is seeking responses to provide a computer-assisted telephone interviewing (CATI) solution 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).

The SRC needs a computer-assisted telephone interviewing (CATI) program to design, implement and conduct telephone surveys. Key features of the CATI program will be assisting with survey management and interviewer monitoring. The goal is to provide the ability to manage the survey samples with software that the interviewers will use while they work remotely. Ideally the software will allow SRC to monitor interviewers (audio and screen) and allow funders to do the same; some projects require this capability, which has precluded the SRC from bidding on certain federal and state grants. SRC currently performs 2-4 telephone interviewing surveys each year, and they would like to grow in this capacity with new software that meets federal and state CATI requirements with visual and audio monitoring.

At the University of Southern Maine, the project impacts the Cutler Institute, SRC director, an administrative specialist, 2-15 interviewers, our current database administrator, Cutler's technology team, HR (in regard to monitoring staff), University IT Telecom/Network Maine, and enables the University's ability to generate revenue from indirect grant fees.

The Cutler Institute is the umbrella for the Survey Research Center and is also the research arm for the University of Southern Maine. The Institute collaborates with federal and state partners with grant funding from across the nation. The Institute works to find sustainable practical solutions to critical societal issues related to children, youth, families, economic development, environmental & social resilience, population health, health policy, justice policy, disability & aging, and workforce development. The multidisciplinary approach allows the Institute to provide innovative outcomes to complex local, national, and international issues.

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 Southern Maine, Cutler Institute, 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
Refer to RFP Appendix H2 for the list of requirements.

The University of Maine System encourages vendors to specify any additional lifecycle functionalities beyond the stated requirements when responding to the questions in the appendices. Cost for additional functionalities must be identified separately in Appendix C, Exhibit 1, Table 4.

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 Master Agreement, which is attached to this response as **Appendix E**.   Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Master Agreement, 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 Master Agreement (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 Master Agreement
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;
i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
j. 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**

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
All prices provided shall remain firm for the entire term of the agreement.

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.

1.2.10 Environment Compliance

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

1.2.11 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.3   General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	January 27, 2021
Section 1.2.2	Response to Written Inquiries/Questions	January 29, 2021
Section 1.2.2	Deadline for Proposal Submission	February 9, 2021
Section 1.3.8	Estimated Respondent Presentation Date **(subject to change)**	February 17, 2021
Section 2.2	Award Announcement **(subject to change)**	February 26, 2021
	Estimated Agreement Start Date **(subject to change)**	March 8, 2021

1.3.2 Eligibility to Submit Responses

Public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

1.3.3 Debarment

Respondents must complete and submit the "Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

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

1.3.4 Response Understanding

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

1.3.5 Response Validity

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

1.3.6 Non-Response Submission

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

1.3.7 Respondents' Presentations

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

1.3.8 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

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	25
Appendix D & E	Master Agreement	10
Appendix F & G	Organization, Qualifications, Experience and References	10
Appendix H	General, Implementation, Training, Support and Reporting	15
Appendix H2	Solution Requirements Matrix	30
Appendix I	Information Technology	10
Appendix J	Accessibility	Pass/Fail
Appendix K	Information Technology Security	Pass/Fail
	Total Points	**100**

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 **Points** = pro-rated score

The University will <u>NOT</u> 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 <u>NOT</u> be given another opportunity to modify pricing once submitted.

2.1.2.2   Master Agreement (Appendix D & E)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.
c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

2.1.2.3   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.

2.1.2.4   General, Implementation, Training, Support and Reporting
The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.5   Solution Requirements Matrix
Each requirement listed in the matrix reflects the importance to the University. This importance rating coincides with a point score which is applied based on the Respondents response as to whether their solution meets the requirement stated ("Yes", "No" or "Partial").

The scoring formula is:
- "Yes" Response – will receive the total points allotted for the requirement
- "Partial" Response - will receive ½ of the total points allotted for the requirement.
- "No" Response – will receive zero points for the requirement.

The University reserves the right to waive requirements if it is in the best interests of the University and the University may modify the response provided, based on clarifications provided by the Respondent either in writing or as part of any Oral Presentation(s).

2.1.2.6   Accessibility
The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

2.1.2.7   Information Technology Security
The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision.

2.1.2.8   Information Technology
The evaluation team will use a consensus approach to evaluate and assign evaluation points.

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. <u>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</u>. 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 General Services 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

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 <u>all</u> information requested in the document package <u>at the time of submission</u>. 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.

<u>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</u>.

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 Section 1 - Response Cover Page

3.2.1.1   Label this response - <u>Section 1</u> – UMS Response Cover Page

3.2.1.2   Insert Appendix A – University of Maine System Response Cover Page

3.2.1.3   Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response

3.2.2.1   Label this response - <u>Section 2</u> – Cost Evaluation

3.2.2.2   Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 – Master Agreement

3.2.3.1   Label this response - <u>Section 3</u> – Master Agreement

3.2.3.2   Insert Appendix D – Master Agreement

3.2.3.3   Insert Appendix E – Master Agreement

3.2.4 Section 4 - Response to Questions

3.2.4.1   Label this response - <u>Section 4</u> – Response to Evaluation Questions & Related Information

3.2.4.2   Insert Appendix F – Organization Reference Form

3.2.4.3   Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience

3.2.4.4   Insert Appendix H – Evaluation Question(s) – General, Implementation, Training, Support and Reporting

3.2.4.5   Insert Appendix H2 – Solution Requirements Matrix

3.2.4.6   Insert Appendix I – Evaluation – Accessibility Requirements
- Voluntary Product Accessibility Template (VPAT)
- Detailed Description of Accessibility features.

3.2.4.7   Insert Appendix J – Evaluation Question(s) – Information Technology Security

3.2.4.8   Insert Appendix K – Evaluation Question(s) – Information Technology

Appendix A – University of Maine System Response Cover Page

RFP # 2021-020
CATI Solution

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

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
   a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
   b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
   c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
   d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

Date: _____

_____   _____
Name and Title (Printed)   Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP # 2021-020
CATI Solution

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.

b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.

c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: _____

_____   _____
Name and Title (Printed)   Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP # 2021-020
CATI Solution

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.

10. 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) - Licensing and Maintenance Agreement Pricing and/or Data Maintenance / Subscription Pricing

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

IMPORTANT - Respondents' are required to provide separate costs for each institution.

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

University Name – Institution name pertaining to the costs related to the solution.

Item Description - Provide a brief description of your product or service.

Initial Cost "One Time" Training – Provide any initial 'one-time' costs associated with the solution for training costs.

Initial Cost "One Time" Implementation – Provide any initial 'one-time' costs associated with the solution for implementation costs.

Initial Cost "One Time" Other - Provide any initial 'one-time' costs associated with the solution other than year 1 licensing and support, training and implementation costs.

Cost (Year 1 – 5) - All licensing and maintenance agreement pricing should include rates during the Agreement period, and anticipated future rates. Rates will be calculated based on Current Active User FTE provided.

Optional Renewal (Year 6 – 7) - All licensing and maintenance agreement pricing should include rates during the Agreement period, and anticipated future rates.

Extended Cost – Total of Initial Term Years 1 – 5

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, email the contact provided on the cover page of this document.

Respondent's Name:					Licensing Maintenance Schedule							
#	Item Description	Initial Cost "One-Time" Training	Initial Cost "One-Time" Implementation	Initial Cost "One-Time" Other	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 (Optional Renewal)	Year 7 (Optional Renewal)	Extended Cost
1												
2												
3												
4												
	Subtotal											
	Less Discount											
	Total											
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.											
	List explanations and assumptions here:											
	-											
	-											
	-											
	-											

INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Professional Services Rate Schedule

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

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

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

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

Exhibit 1 (Table 2) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Respondent's Name:		
#	**Role of Individual/Position Title**	**Hourly Rate**
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.	
	List explanations and assumptions here;	
	-	
	-	

INSTRUCTIONS FOR - Exhibit 1 (Table 3) - Pricing for Custom Features Deliverables

Provide rate schedule for the high-level deliverables defined RFP Section 1.1.4 Scope of Work.

Costs for subcontractors are to be broken out separately.

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

University Name – Institution name pertaining to the costs related to the solution.

Deliverable Name - Provide a brief name for the deliverable.

Role/Position Title (Exhibit 1 Table 3) - List each role/position title from your organization that would be responsible for contributing to completion of the deliverable. Bidder will replace verbiage 'Position Title 1', etc. with the appropriate actual role/position title in **Exhibit 1 (Table 2).**

Hours – Note the total hours that will be required to provide the contribution necessary to complete the deliverable for each role/position title.

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

Cost Estimate – Calculation of the (Hours x Hourly Rate = Cost Estimate)

Sub-Total – Provide a sub-total for each deliverable.

Total – Total cost for all deliverables to complete the work for the specified University campus.
Your list of deliverables should trace back to the objectives and requirements listed in this document. Where a requirement is addressed by your product or service without customization, indicate that under the Explanation and reference the Licensing and Maintenance schedule above.

Total compensation for services rendered and deliverables shall include any hourly billing rate and all expected related expenses, both actual and administrative.

Less Discount – Discount offered off the Subtotal figure.

Grand Total – Subtotal less Discount.

Exhibit 1 (Table 3) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Respondent's Name:					
#	Deliverable	Role/Position Title (Exhibit 1 Table 2)	Hours	Hourly Rate	Cost Estimate
University Name:					
1	Deliverable Name #1	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
				Sub-Total	
1	Deliverable Name #2	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
				Sub-Total	
				Total	
				Less Discount	
				Grand Total	
	Include additional explanation of costs and list assumptions that could influence the pricing for custom features.				
	List explanations and assumptions here:				
	-				
	-				

<mark>INSTRUCTIONS FOR - Exhibit 1 (Table 4)</mark> - Growth and Enhancement Pricing

Growth and Enhancements are products or services not included in the baseline pricing that we may want to purchase at a later date. These may vary by Respondent response. There is no penalty for not completing this section.

IMPORTANT - Respondents' are required to provide separate costs for each institution.

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

Item Description - Provide a brief description of your product or service.

Initial Cost "One Time" Training – Provide any initial 'one-time' costs associated with the solution for training costs.

Initial Cost "One Time" Implementation – Provide any initial 'one-time' costs associated with the solution for implementation costs.

Initial Cost "One Time" Other - Provide any initial 'one-time' costs associated with the solution other than year 1 licensing and support, training and implementation costs.

Cost (Year 1 – 5) - All licensing and maintenance agreement pricing should include rates during the Agreement period, and anticipated future rates. Rates will be calculated based on Current Active User FTE provided.

Optional Renewal (Year 6 – 7) - All licensing and maintenance agreement pricing should include rates during the Agreement period, and anticipated future rates.

Extended Cost – Total of Initial Term Years 1 – 5

Subtotal – Subtotal of the cost figures for each year.

Less Discount – Discount offered off the Subtotal figure.

Total – Subtotal less Discount.

Exhibit 1 (Table 4) – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

#	Item Description	Initial Cost "One-Time" Training	Initial Cost "One-Time" Implementation	Initial Cost "One-Time" Other	Year 1 Cost	Year 2 Cost	Year 3 Cost	Year 4 Cost	Year 5 Cost	Year 6 (Optional Renewal)	Year 7 (Optional Renewal)	Extended Cost
Respondent's Name:				**Licensing Maintenance Schedule**								
	Solution Pricing for Individual Module											
1												
2												
3												
4												
	Subtotal											
	Less Discount											
	Total											
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.											
	List explanations and assumptions here:											
	-											

INSTRUCTIONS FOR – Exhibit 1 (Table 5) – **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.

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 5) – 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.

#	Manufacturer Number	Description	Quantity	Unit Price	Discount Price	Extended Cost
Respondent's Name:						
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" 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 – Insurance Requirements

Rider C – University of Maine System Standards for Safeguarding Information

Rider D – Services Engagement Form

Rider E – Implementation Plan and Timeline

Rider F – Contractor's Service Level Agreement to Support the University

Contract Amendments as required

Request for Proposal #2021-020 Issue Date January 19, 2021 Titled Computer-Assisted Telephone
Interviewing (CATI)
Contractor's Bid in Response to Request for Proposal #2021-020 Proposal Submission Date
February 9, 2021 Titled Computer-Assisted Telephone Interviewing (CATI)

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 **March 8, 2021** and shall terminate on **March 8, 2026**, unless terminated earlier as provided in this Contract with option for two (2) one (1) year renewals upon the parities' mutual written agreement.

3. **Payment:**

   A. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered. In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed. Invoices must include a purchase order number.

   B. "**Additional Services**" The University will have the option to purchase additional services under this Agreement.

      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**.

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:** Robyn Dumont 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:

<<NSTRUCTIONS – Respondent to supply information noted below for submission >>
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
Fax:	207-581-2698
Email:	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** – Insurance Requirements
   E. **Rider C** – University of Maine System Standards for Safeguarding Information
   F. **Rider D** – Services Engagement Form
   G. **Rider E** – Implementation Plan and Timeline
   H. **Rider F** – Contractor's Service Level Agreement to Support the University
   I. **Contract Amendments** as required
   J. **Request for Proposal #**2021-020 Issue Date January 19, 2021 Titled Computer-Assisted Telephone Interviewing (CATI)
   K. **Contractor's Bid in Response to Request for Proposal #**2021-020 Proposal Submission Date February 9, 2021 Titled Computer-Assisted Telephone Interviewing (CATI)

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

The University of Southern Maine, Cutler Institute, Survey Research Center (SRC) sought responses to provide a computer-assisted telephone interviewing (CATI) solution as defined in this document.

The SRC needs a computer-assisted telephone interviewing (CATI) program to design, implement and conduct telephone surveys. Key features of the CATI program will be assisting with survey management and interviewer monitoring. The goal is to provide the ability to manage the survey samples with software that the interviewers will use while they work remotely. Ideally the software will allow SRC to monitor interviewers (audio and screen) and allow funders to do the same; some projects require this capability, which has precluded the SRC from bidding on certain federal and state grants. SRC currently performs 2-4 telephone Interviewing surveys each year, and they would like to grow in this capacity with new software that meets federal and state CATI requirements with visual and audio monitoring.

At the University of Southern Maine, the project impacts the Cutler Institute, SRC director, an administrative specialist, 2-15 interviewers, our current database administrator, Cutler's technology team, HR (in regard to monitoring staff), University IT Telecom/Network Maine, and enables the University's ability to generate revenue from indirect grant fees.

The Cutler Institute is the umbrella for the Survey Research Center and is also the research arm for the University of Southern Maine. The Institute collaborates with federal and state partners with grant funding from across the nation. The Institute works to find sustainable practical solutions to critical societal issues related to children, youth, families, economic development, environmental & social resilience, population health, health policy, justice policy, disability & aging, and workforce development. The multidisciplinary approach allows the Institute to provide innovative outcomes to complex local, national, and international issues.

PRODUCT SCOPE OF WORK:

Solution will support the following requirements:

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.

#	Category	Description	Importance (Required, Preferred)
1	**Software administration**	Ability to review system log files	Required
2		Ability to add user and assign system roles - There are approx. 6-15 users and admin users	Required
3	**Sample Management Features**	Ability to track and manage multiple surveys at the same time.	Required
4		Provides for the setting of quotas at survey launch; ideally, we'd be able to add quotas after launch as well	Preferred
5		Create/Track/Provides customized call dispositions for each call, which describes the outcome of a call	Required
6		Allows for multiple phone #s per contact and separate dispositions for each number	Required
7		Provides ability to create time slots, call schedules, and calling protocol (e.g., how many calls for each slot, ability to prioritize call slots, etc.)	Required
8		Ability to adjust time slots as needed (if quota slots aren't met)	Preferred
9		Retrieve information regarding calls that still need to be made for each call slot- i.e. pull a list of contacts/numbers for a specific call time aggregated or not	Required
10		Allows for survey data downloads while survey is in the field/active	Required
11		Daily/weekly progress reports on data collection showing counts and percent distribution, cooperation rates, eligibility rates, or completion rates	Required
12		Ability to track and report problems encountered, their solutions, and recommendation for future survey revisions	Preferred
13		Custom field to capture GL project number related to survey	Preferred
14		Multiple modes of conducting interviews (email, IVR, incoming calls, web interface) Mixed mode	Preferred
15	**Monitoring of Interviewers**	Allows one or multiple supervisors/external funders to monitor remotely ; ideally, monitoring is not tied to a particular computer or network since we rotate monitoring among supervisors	Required
16		Remote callers - whoever the supervisor is - should have the ability to patch into the phone call of the interviewer and respondent and listen to the interview. Also view the screen remotely to review recorded responses	Required
17	**Survey Design**	Ability to develop a common library of standard templates and language for use by the survey designer	Preferred
18		Ability to branch questions based on responses	Required
19		Provide question flow logic diagram to debug and/or validate surveys (a visual flow chart of the survey based upon responses)	Preferred
20		Allows for complex skip patterns without programming language (ability to combine multiple conditions w/out using programming language)	Required
21		Allows for the creation of derived variables	Preferred
22		Allows for the randomization of survey questions and responses	Preferred
23		Allows for seeding (the responses to one survey question or an embedded data source become part of a subsequent question)	Required
24		Provides ability to save and copy designed surveys	Preferred
25		Provide ability to create survey questions with varying formats of questions (multiple choice, ranking, rating, matrix tables, text entry, etc)	Required
26		Provide ability to do spell & grammar checks	Preferred
27		Provides printable versions of CATI surveys/questionnaires in MS word or other formats indicating skip patterns and interviewer instructions/scripts for review	Required
28		Provides survey pretest ability	Preferred
29		Provides survey designer ability to set permission levels and monitoring capabilities to a specific survey	Required
30	**Vendor**	Flexible support hours outside of the 8-5 EST work hours	Preferred
31		Training	Required
32		Ongoing Survey Consultation	Preferred
33	**User Functionality**	Provides consent approval to being monitored while using the system	Preferred
34		Log survey call dispositions	Required
35		Record survey issues, errors, concerns for flagging to system managers	Preferred
36	**Technical**	SaaS (Software as a Service)	Required
37		HIPAA Compliance	Required
38		Flexible phone options	Preferred

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 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 and shall be grounds for termination of this agreement.

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.

7. **Maine State Government, Office of Information Technology, Information Security Policy:** The Contractor is expected to comply with the standards outlined in the Information Security Policy located at: https://www.maine.gov/oit/policies/SecurityPolicy.pdf   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.

8. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in *Rider E – Implementation Plan and Timeline*, of this Agreement.

9. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in *Rider F – Contractor's Service Level Agreement to Support the University*, of this Agreement.

10. **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

<< INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations. No action needed for Respondent as part of their submission. >>

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	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	$1,000,000 per occurrence or more
5	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

1. <u>Scope:</u> This Rider addresses the Contractor's responsibility for safeguarding Protected University Data.   For the purposes of this Rider, Protected University Data is defined as any data or information owned by Institution that the Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from Institution or on behalf of the Institution), or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; drivers' license numbers; credit card numbers; and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA).

2. <u>Term and Termination:</u> This Rider shall take effect upon execution and shall be in effect commensurate with the term of the Agreement to which it is attached.

3. <u>Subcontractors and Agents</u>: Contractor shall not provide any Protected University Data to subcontractors, agents, or other third parties without prior written authorization from the University. If Contractor provides any Protected University Data 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 and Rider.

4. <u>Property of University</u>: Unless otherwise stated in the Agreement, all Protected University Data is the property of the University and shall be turned over to the University upon request.

5. <u>Return or Destruction of Protected University Data</u>:

    A. Within 30 days of termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Protected University Data and shall return all such information received from the University, or created or received by Contractor on behalf of the University, unless the University requests that all such data be destroyed beyond all ability to recover. 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.

    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.

6. <u>Survival</u>: While any Protected University Data is in the possession or control of the Contractor, its subcontractors or agents, the respective rights and obligations of Contractor pursuant to this Rider shall survive termination of the Agreement.

7. <u>Reasonable and Appropriate Controls</u>: The Contractor agrees to implement reasonable and appropriate privacy and security measures to preserve the confidentiality, integrity and availability of

all electronically maintained or transmitted Protected University Data furnished by the University, or collected by the Contractor on behalf of the University

    A. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.

    B. 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.

    C. 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 requirements.

    D. If information pertaining to protected financial customer information is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.

    E.   If information pertaining to persons located in the European Economic Area (EEA) is accessed, transferred, stored, or processed by Contractor; Contractor shall protect, collect, store, transfer, and process such data in accordance with the obligations of a data processor, or in accordance with the obligations of a data controller if specified within the underlying agreement as a data controller, as set forth in the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and shall provide reasonable assistance at the request of the University for fulfillment of requests made pursuant to the rights afforded to data subjects in GDPR Chapter III.

8. <u>Prohibition of Unauthorized Use or Disclosure of Information</u>: 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. For the avoidance of doubt, transfers of Protected University Data to another country without the prior written authorization of the University constitute unauthorized use of information in breach of this Section 8.

9. <u>Contractor Employee Data Access Control</u>: 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 Protected University Data immediately upon termination or re-assignment of an employee by the Contractor.

10. <u>Data Breach</u>: Contractor shall report to the University any use or disclosure of Protected University Data 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 take appropriate steps to remedy such data breach and mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this agreement. 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 Protected University Data. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data 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 terminate the Agreement immediately.

11. <u>Mobile Devices</u>: If mobile devices are used by the Contractor in the performance of this Agreement to access Protected University Data, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.

12. <u>Contractor Hosted Data</u>: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
    A. Computers that host Protected University Data 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 regular scheduled incremental and full back-ups with sufficient retention of backup files to restore data. 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. Contractor shall require strong passwords for any user accessing Protected University Data. 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.
    G. The installation or modification of software on systems containing Protected University Data shall be subject to formal change management procedures and segregation of duties requirements.
    H. Contractor who hosts Protected University Data shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.

13. <u>Records and Compliance</u>: Contractor shall maintain records and other compilations of data pertaining to the use, access, collection, storage, and transfer of Protected University Data and make such available to the University or regulatory authorities (including, without limitation, the Secretary of the U.S. Department of Health and Human Services and public authorities in the EEA) upon request as reasonably necessary to demonstrate compliance with applicable laws, regulations, and lawful orders.

14. <u>System Development:</u> If the Contractor provides system development, Protected University Data 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 Protected 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
<u>Services Engagement to Agreement for Services</u>

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 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.

<u>**INSTITUTION REPRESENTATIVE & PROJECT MANAGER**</u>**:**

<u>**CONTRACTOR REPRESENTATIVE & PROJECT MANAGER**</u>**:**

<u>**SCOPE OF WORK**</u>**:**

<u>**TERM**</u>**:**
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.

<u>**PRICE**</u>**:**

<u>**SIGNATURES**</u>**:**

Institution   **Contractor**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

<u>**Chief Information Officer**</u> **approval is required of any University of Maine System information
technology service engagements.**

BY: _____

Title: _____

    Chief Information Officer or designee   Date: _____

RIDER E
IMPLEMENTATION PLAN AND TIMELINE

<<INSTRUCTIONS – Bidders will insert their implementation plan and timeline here as part of their submission. >>

RIDER F
CONTRACTOR'S SERVICE LEVEL AGREEMENT TO SUPPORT THE UNIVERSITY

<<INSTRUCTIONS – Bidders will insert their Service Level Agreement (SLA) here as part of their submission. >>

Appendix E – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the "Agreed" box and initialing.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.

1.1   **Terms and Conditions of Agreement**
As a result, of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor's proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Agreement or will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

No representation is made that any quantities will be purchased or that services will be utilized.

☐   **Agreed** _____

             Initial

1.2   **Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.**

Appendix D - 2. Term
The Agreement term and renewals set in the attached Agreement. Exercise of any renewal option will require parities' mutual written agreement.

☐   **Agreed** _____

             Initial

1.3   **Agree to termination language other than what is provided in Appendix D, Section 4, 5, and 6.**
Appendix D - 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 affected by delivery to the Agreement or 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 Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.

☐   **Agreed** _____

             Initial

Appendix D - 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 Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.

☐   **Agreed** _____

        Initial

Appendix D - 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.

☐   **Agreed** _____

        Initial

1.4   **Permit an entity to change unilaterally any term or condition once the Agreement is signed;**

Appendix D - 8. Modification:
This Agreement may be modified or amended only in a writing signed by both parties.

☐   **Agreed** _____
        Initial

1.5   **Apply the law of a state other than Maine;**

Appendix D - 10. Applicable Law:
This Agreement shall be governed and interpreted according to the laws of the State of Maine

☐   **Agreed** _____
        Initial

1.6   **Provide any defense, hold harmless or indemnity;**

Appendix D - 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

☐   **Agreed** _____

        Initial

1.7   **Waive any statutory or constitutional immunity;**

☐   **Agreed** _____
              Initial

1.8   **Pay attorneys' fees, costs, expenses or liquidated damages;**

☐   **Agreed** _____
              Initial

1.9   **Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement .**

Appendix D - 17. Entire Agreement:
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 Agreement or. In the event that Agreement or 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 Agreement. Agreement or may not unilaterally change any term or condition of this Agreement.

☐   **Agreed** _____
              Initial

1.10   **Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;**

Appendix D - 21. Confidentiality:
The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

☐   **Agreed** _____
              Initial

1.11   **Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.**

☐   **Agreed** _____
                Initial

1.12   **Add any entity as an additional insured to UMS policies of insurance.**

☐   **Agreed** _____
              Initial

1.13 Comply with the standards outlined in Appendix D, Rider C.

☐   **Agreed** _____
                    Initial

1.14 Comply with the standards outlined in Appendix D, Rider A, Maine State Government, Office of Information Technology, Information Security Policy;
https://www.maine.gov/oit/policies/SecurityPolicy.pdf

☐   **Agreed** _____
                    Initial

Appendix F – Organization Reference Form

Respondent's Organization Name: _____

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

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

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

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

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

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

Appendix G – 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.

Evaluation Question(s)

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

4. 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.

5. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System and Maine Community College System. What differentiates you from your competitors?   In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.

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

Appendix H – Evaluation Question(s) – General, Implementation, Training, Support and Reporting

Respondent's Organization Name: _____

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

Evaluation Question(s) – General Requirement Questions

1. 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. In addition to addressing the specific questions below, include in your response what challenges do higher education organizations face in this area and how would your solution support our goals.

2. Describe your technical experience in supporting and managing your software and systems.

3. Describe any technical options for integrating institutional data with your software and systems.

Evaluation Question(s) – Implementation Questions

1. Describe your recommended implementation strategy, best practice consulting options, and professional services. The University of Maine System requires the review of consultant's credentials/experience and reserves the right to request replacement if he/she fails to meet expectations at any time.

2. Describe the steps your firm will take to understand the business model and functional needs of the client and ensure that during the configuration and implementation process the product will be applied for optimal performance and satisfaction.

3. It is expected that the Respondent will assign a Project Manager who will have responsibility for its implementation team, and who will partner with the University's Project Manager.

    a. Describe your project management approach.
    b. What project management tools do you use?
    c. Describe the project management offered as part of a standard implementation.
    d. List the typical Project Management qualifications and/or certifications, such as PMP, held by the Project Manager(s) that would be assigned to this engagement.

4. Indicate your timeline from implementation start to "go live" date. Provide task lists and timelines for a standard implementation. A sample project plan would be helpful.

5. Outline the staffing and composition of the implementation team.
    a. Include University staff and roles, Respondent staff and roles, and proposed hours required for successful implementation.
    b. Indicate the time commitment to implement this solution including functional and technical resources within the University.
    c. Describe the skill set required for the staff person responsible for configuration and implementation before and after "go-live".

6. Identify any third party Respondents involved in your implementation strategy and describe these relationships.
    a. Indicate whether these relationships are required or optional for implementation of the proposed solution.

    b. Provide detail associated costs and requirements related to the third party Respondent.

    c. Explain the process for managing the third party Respondent's performance. Specifically, how are performance issues addressed.

7. Can the implementation be fast tracked, and if so, what are the options?

Evaluation Question(s) – Training Questions

1. Describe the standard training included as part of implementation.

2. Describe ongoing training options available for functional and technical users.

3. Describe the training methods available such as on-site, online instructor led, online self-help, documentation, etc. Provide an example of each method where possible, e.g. written documentation or webinars.

4. Describe your training best practices and what you would recommend for a successful implementation of this product.

5. Are there any particular user areas where special or unusual training is required? If yes, please describe.

Evaluation Question(s) – Support Questions

1. Supply your firm's mission statement or policy regarding customer satisfaction and support.

2. Explain what type of documentation, or help system, is included with this solution. Describe all documentation available online to IT support staff.

3. Is there a customer portal available for clients to report issues and obtain information via a knowledge base? Is the knowledge base available within the product's back office?

4. Describe your incident, request and problem management processes. Describe these processes in terms of how the client submits a request, such as thru a service desk or website, and how you respond, thru resolution. What is the standard wait time for an initial response? Provide an example.

5. What is the process for an emergency, e.g. system down, from notification through resolution?

6. What services or events do you offer clients to maximize or leverage the features/functionality of the solution?

7. Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs? What is the ongoing relationship between the account manager, support, and the product developers?

8. What is the process if a portion of the solution's functionality does not meet the specific needs of the University after implementation, i.e. how would you proceed to "fix" the problem?

9. Describe your approach to ensuring and monitoring system performance. Do you provide dashboards showing system performance and health?

10. Please provide a sample Service Level Agreement (SLA) related to your services.

11. Please provide a detailed account of your actions should you miss a Service Level Agreement (SLA) requirement, if applicable. Include a description of the actions you would take to assure the lapse did not occur again. Would the University of Maine System be eligible for subscription fee credits as a result of the lapse?

12. What level of support should the UMS be expected to provide to ensure success in the use of your service? What is the standard support model, and what is the estimated effort involved for the UMS? Include your thoughts on the UMS responsibilities related to installation, problem investigation, software management (if not fully SaaS), and administration of the service.

13. How do you obtain and prioritize feedback for changes or enhancements to your solution? (i.e. user groups, customer service, company representatives, etc.) To what degree do you rely on developers outside your organization to stay on top/ahead of the quickly changing technology field and what types of contributions are they able to make?

14. How is the University notified and alerted to problems, bugs, issues, security holes, and new patches available?

15. Is there an active development community available for the University to participate in? How large is the community? Is a non-disclosure agreement (NDA) required for the University to participate? Is there a community-developed knowledge base? If so, please describe.

Evaluation Question(s) – Reporting Questions

1. Does the system offer a set of delivered reports?
   a. Please describe, specifically identifying the most commonly used reports
   b. Provide examples/screen shots of delivered reports of various types.
   c. Are the delivered reports customizable?
   d. Are delivered reports customizable by end users or only IT users? What skills are needed to modify reports?

2. Describe any dashboards the system may offer.
   a. Describe and provide screenshots of this solution's BI visualization tool capabilities.
   b. Describe, or provide examples/screen shots of, options for dashboard content.
   c. Are they customizable, and if so, in what ways?
   d. Can different users set up different dashboard content?

3. Describe in detail how the system can be used to generate ad-hoc and customized reports.
   a. What is the skill set needed to generate reports?
   b. Can data from other databases be incorporated into these reports and if so how?
   c. Can reports be run by user specified fields, i.e. date ranges?
   d. If SaaS/hosted solutions, describe how the UMS can query any associated database.

4. Can reports be scheduled to run automatically and emailed to specific individuals, or groups of individuals? Please explain.

5. Does the product have the ability to export data into a spreadsheet/database for querying and reporting?
   a. Explain the methods by which this may be accomplished.

    b.   List the data export formats that this solution supports (e.g. tsv/csv, Microsoft Excel, XML, HTML, proprietary format, etc.)

    c.   List all systems and tools that this solution successfully integrates (e.g., Microsoft Excel, Microsoft Access, Oracle RDBMS, etc.), including the level of integration.

6. Is the system integrated with a third party reporting tool? If so, please explain.

7. Reporting security – Does the reporting security correlate to the security in the system? For example, those not able to view a particular field in the system, are not able to print a report with that field on it.

Appendix H2 – Solution Requirements Matrix

All responses to the questions will reflect what is offered as part of the Respondent's proposed solution. Respondents **MUST** indicate if the solution offered meets the requirement stated by entering "Yes", "No" or "Partial".

- **YES** - This response indicates the Respondents' solution includes the requirement.

- **PARTIAL** – This response indicates the Respondents' solution meets the requirement partially.

- **NO** – This response indicates the Respondents' solution does NOT include the business functionality noted in the requirement.

If you answer "Partial" or "No" please provide the clarification in the Explanation column for what can be done to meet the requirement. You must indicate whether the enhancement is included in the cost for the solution provided in the Appendix C – Cost Exhibits or if it is an additional cost. If there is an additional cost please include it in Cost Exhibit 1 – Table 3 with a reference back to this requirement. Also we are asking that you provide an approximate timeline for completing the work.

Your submission of this form must include an **MS Excel Version** of this document for ease of evaluation. For a copy of the excel version of Appendix H(a) contact the Proposal Contact identified on the cover page of this document.

#	Category	Description	Importance (Required, Preferred)	Respondent Response (enter one) Yes / Partial / No	Respondent's Comments
1	Software administration	Ability to review system log files	Required		
2		Ability to add user and assign system roles - There are approx. 6 -15 users and admin users	Required		
3	Sample Management Features	Ability to track and manage multiple surveys at the same time.	Required		
4		Provides for the setting of quotas at survey launch; ideally, we'd be able to add quotas after launch as well	Preferred		
5		Create/Track/Provides customized call dispositions for each call, which describes the outcome of a call	Required		
6		Allows for multiple phone #s per contact and separate dispositions for each number	Required		
7		Provides ability to create time slots, call schedules, and calling protocol (e.g., how many calls for each slot, ability to prioritize call slots, etc.)	Required		
8		Ability to adjust time slots as needed (if quota slots aren't met)	Preferred		
9		Retrieve information regarding calls that still need to be made for each call slot- i.e. pull a list of contacts/numbers for a specific call time aggregated or not	Required		
10		Allows for survey data downloads while survey is in the field/active	Required		
11		Daily/weekly progress reports on data collection showing counts and percent distribution, cooperation rates, eligibility rates, or completion rates	Required		
12		Ability to track and report problems encountered, their solutions, and recommendation for future survey revisions	Preferred		
13		Custom field to capture GL project number related to survey	Preferred		
14		Multiple modes of conducting interviews (email, IVR, incoming calls, web interface) Mixed mode	Preferred		
15	Monitoring of Interviewers	Allows one or multiple supervisors/external funders to monitor remotely ; ideally, monitoring is not tied to a particular computer or network since we rotate monitoring among supervisors	Required		
16		Remote callers - whoever the supervisor is - should have the ability to patch into the phone call of the interviewer and respondent and listen to the interview. Also view the screen remotely to review recorded responses	Required		
17	Survey Design	Ability to develop a common library of standard templates and language for use by the survey designer	Preferred		
18		Ability to branch questions based on responses	Required		
19		Provide question flow logic diagram to debug and/or validate surveys (a visual flow chart of the survey based upon responses)	Preferred		
20		Allows for complex skip patterns without programming language (ability to combine multiple conditions w/out using programming language)	Required		
21		Allows for the creation of derived variables	Preferred		
22		Allows for the randomization of survey questions and responses	Preferred		
23		Allows for seeding (the responses to one survey question or an embedded data source become part of a subsequent question)	Required		
24		Provides ability to save and copy designed surveys	Preferred		
25		Provide ability to create survey questions with varying formats of questions (multiple choice, ranking, rating, matrix tables, text entry, etc)	Required		
26		Provide ability to do spell & grammar checks	Preferred		
27		Provides printable versions of CATI surveys/questionnaires in MS word or other formats indicating skip patterns and interviewer instructions/scripts for review	Required		
28		Provides survey pretest ability	Preferred		
29		Provides survey designer ability to set permission levels and monitoring capabilities to a specific survey	Required		
30	Vendor	Flexible support hours outside of the 8-5 EST work hours	Preferred		
31		Training	Required		
32		Ongoing Survey Consultation	Preferred		
33	User Functionality	Provides consent approval to being monitored while using the system	Preferred		
34		Log survey call dispositions	Required		
35		Record survey issues, errors, concerns for flagging to system managers	Preferred		
36	Technical	SaaS (Software as a Service)	Required		
37		HIPAA Compliance	Required		
38		Flexible phone options	Preferred		

Appendix I – Evaluation - Accessibility Requirements (Updated 8/14/2018)

Respondent's Organization Name: _____

The University is required by policy and law to procure Information Technology products, services and materials, such as software, hardware, web services, media assets, etc., that provide substantially equivalent opportunity, access and ease of use to persons with disabilities.

Evaluation Question(s) - Accessibility Standards Compliance

1. If the solution includes any end-user-facing human interface, such as an end-user device software component, web pages, web site, video or audio playback, file upload, mobile device apps, etc., or produces electronic materials such as documents, PDFs, etc., Respondents will submit as part of their bid either, or both, of the following assessments covering all Information Technology-related products, services or components that users, managers, installers, system administrators, etc., are expected to interact with:

   a. Current and accurate "Voluntary Product Accessibility Template v2.x", or VPAT v2.x, (see http://www.itic.org/public-policy/accessibility), to document products and/or services' conformance and deviations from Section 508 of the Rehabilitation Act of 1973.

      and/or

   b. Detailed description of the accessibility features in the bid products and/or services that shows and explains compliance with and deviations from the guidelines of the "Web Content Accessibility Guidelines (WCAG) 2.0 Level AA" and "Web ARIA 2.1" published by www.w3.org.

Evaluation Question(s) - Accessibility Practices

1. If the solution includes any training materials or activities that include any electronic materials or delivery platforms, how do you ensure that such materials and platforms meet disability accessibility requirements, such as Section 508 or WCAG2.0?

2. How do you ensure that your customer support phone lines, help system, customer portal, knowledge base, end-user ticket system, etc., meet disability accessibility requirements, such as Section 508 or WCAG2.0?

3. How do you ensure that software/application changes, patches, new features, etc., do not introduce new disability accessibility errors/issues?

4. How you ensure that all mobile device interfaces to your solution comply with disability accessibility requirements such as Section 508 and/or WCAG2.0.

5. How do you ensure that emails and attachments sent by the software/applications, or by your staff, to University staff, faculty and/or or students, comply with disability accessibility requirements, such as Section 508 or WCAG2.0.

6. How do you ensure that all reports produced by the software/application meet disability accessibility requirements, such as Section 508 and/or WCAG2.0, and that any PDF-formatted reports also meet these requirements?

Appendix J – Evaluation Question(s) – Information Security (Updated 8/14/2018)

Respondent's Organization Name: _____

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

Evaluation Question(s) – Technical Security Evaluation

1. Is any of your solution cloud-based, Software as a Service (SaaS) or hosted on any system that is not operated by the University of Maine System or is any sensitive data transmitted, stored, or processed by the bidder or a contractor of the bidder?

   If the answer to Question 1 is yes, fill out the attached Educause-created Higher Education Cloud Vendor Assessment Tool - Lightweight version (HECVAT-Lite) spreadsheet. If the bidder has a previously completed full version of this tool (HECVAT), it can be submitted in lieu of the "lite" version.

   When addressing HLAA-01 regarding password complexity the institution's password complexity is as follows: *At least eight characters length, contain at least one upper and one lowercase alphabetic characters, contain at least one numeric or special character, be changed at least annually and not be reused for at least 2 years.*

   Supplementary information that helps address the questions or describes the information security program and controls (such as a diagram for question HLAP-05) is welcome but is not to be substituted for answering the questions.

2. Does your product process protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act (HIPAA)?

   If the answer to Question 2 is yes, provide us with your latest HIPAA audit results. You will also be required to sign a business associate agreement.

3. Is your company a consulting firm providing only consultation to the Institution?

   If the answer to Question 4 is yes, answer the following questions:
   a. Will the consulting take place on-premises or remotely?
   b. Will the consultant require access to institution network resources?
   c. Will the consultant require access to hardware in the university data centers?
   d. Will the consultant require an account within the institutions domain (@.edu)?
   e. Has the consultant received training on sensitive data handling?
   f. Will any data be transferred to the consultant's possession?
   g. How long will it remain in their possession?
   h. It is encrypted (at rest) while in the consultant's possession?
   i. Will the consultant need remote access to the institution's network or systems?
   j. What software will be used to facilitate that access?
   k. Can we restrict that access based on source IP address?

4. Do you require Social Security Numbers to be used in your system?

   If the answer to question 5 is yes, please explain the purpose of using this high-risk data element.

5. Include a statement that notes your acceptance to the conditions stated in **University of Maine System, Master Agreement, Rider C. Standards for Safeguarding Information**, as part of the agreement.

Appendix K – Evaluation Question(s) - Information Technology (Updated 8/14/2018)

Respondent's Organization Name: _____

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

Evaluation Question(s) - General Technical

1. Please describe your offering as a Service (SaaS)/hosted, and/or University onsite deployment environments.
    a. If onsite, detail the hardware, core product software, storage, and database requirements of each environment.
        i. Define server requirements and provide specifications (including recommended operating systems, web server software, etc.)
        ii. Define the minimum desktop workstation hardware and software requirements mandated by the proposed solution.
        iii. Describe details of network communications required between the web server, app server, database server, and any other required servers.
    b. If SaaS/hosted, list normal scheduled downtime frequency, standard day/time slots, etc.

2. Describe deployment instances of the environment, such as test, development and production. Are all of the instances available to the UMS? If yes, detail the types of instances and how access to these instances would be provided.

3. Identify which components of your products or services are provided by third-party technology partners. This includes OEM software, hosting, internal application network, etc.
    a. Describe the underlying technologies for the component(s).
    b. Provide the third-party technology partner(s) name(s), address(es) and contact(s).
    c. Explain additional costs or fees associated with the components.

4. Describe practices and policies related to data stored by this solution.
    a. Clarify the data ownership rights and responsibilities of the parties and provisions for the University obtaining the data as needed even if the contract is terminated.
    b. Indicate types of data stored especially if any data is protected (HIPAA, FERPA, etc.).
    c. Indicate how long data is stored or archived.
    d. Describe the technology, practices and policies you have in place that would protect the UMS data from unauthorized access and use.

5. If your solution is SaaS/hosted, provide a description of your business continuity management practice.
    a. If the software is deployed in multiple sites (data centers), how often is data synchronized between the data centers?
    b. Describe your strategies for minimizing downtime in the event of a catastrophic failure of the hosting environment(s) or components.
        i. Would the UMS experience any loss of data as a result of downtime, system problems or catastrophic failure? If so, describe the situations that could result in loss of UMS data.
        ii. How much downtime should we expect for a catastrophic failure?

6. Provide a description of your change management practice for all hardware and software components.
    a. How often is the software updated and releases made available?
    b. How are we notified?
    c. Are updates and upgrades opt-in or mandatory?
    d. What provisions do you have for managing customization requested by the UMS?
    e. How are the updates accomplished?
    f. How do you ensure that the system functionality is sufficiently tested before changes go into production?
    g. What are the UMS options, roles and responsibilities for reviewing and approving changes?

7. Provide detailed information regarding browser requirements for the software proposed to meet the functionality and system requirements of this RFP, including any specific required versions and/or add-ins.

8. Describe the mobile capabilities available with the proposed solution.
    a. Indicate supported mobile platforms.
    b. Describe implementation of mobile capabilities (i.e. mobile-enabled, apps, etc.)
    c. Explain how and when mobile updates are provided.

9. While importing data from the UMS sources, does your company provide full data hygiene, including comparing several data sources, and removal of duplicate records.

10. Does your solution provide data exports for upload to the UMS systems? If so, please describe the types of information exported and the process employed.

11. Does your solution have the ability to automate data importing and exporting?

12. Does this solution come with a comprehensive data dictionary of the database?

13. Describe the ability to add fields and tables to the database for University needs.

14. Do you plan to offer a solution to integrate with an Identity Management System?
    a. If so, describe how you deliver this solution.
    b. Does your solution offer capabilities to use CAS or Shibboleth for Single Sign-On (SSO)? If not, then what do you offer?
    c. Describe your SSO implementation requirements.
    d. Do you deliver an API that would allow for the remote management of user authorization data? If so, describe how you deliver this solution.

15. Describe the ongoing functions to be performed by the University systems administrator and applications administrator?

16. What is the maximum number of concurrent users logged in simultaneously your system can support? Describe how your system defines concurrent users.

Evaluation Question(s) – Technology Implementation Questions

1. What release/version are you proposing for the University of Maine System and when is the next release/version due out?

2. Explain how patches or updates released during implementation would be handled. Describe the change management process.

3. Please provide a roadmap of your hardware/software solutions that reflects their present states as well as future states for at least the next 18 months.

Evaluation Question(s) - Multi-Institution Capabilities

The University of Maine System consists of seven unique institutions throughout the state. Given the nature of our multi-institution structure:

1. Explain in detail the operational options available to us in your solution, including what can be done, what cannot be done, methods, alternatives, business impacts, and pricing/licensing impacts, related to multi-institution use.

2. Could multiple institutions operate in a single instance with security to ensure the compartmentalization of data by institution? If so, can aggregate reporting and data extraction be accomplished across all instances?

3. Can students have one ID but be associated with multiple campuses, and multiple careers?

4. If applicable, can a person whose data is used, stored, reported on, etc., in the system hold both employee and student roles?

5. Do you have other multi-institution customers and if so, how did they choose to implement your product?

Technical Interface Data Exchange Requirements

The following provides the interface data exchange requirements for the Respondent's solution.

1. Transfer of data will ONLY be accomplished using secure methods such as, but not limited to HTTPS, SCP, SFTP. Proposers must provide secure file transfer solutions and may recommend alternative processes if they would be beneficial to the UMS. Any alternatives must be described in detail and are subject to the UMS's approval. For all proposed methods of transmission, the Proposers must provide the technical requirements for establishing each method and processing transactions, a detailed description of security and authorization processes and requirements, including forms, delegation options, encryption or authentication requirements, and devices or digital certificates, alternatives available if a standard transmission method should fail, and disclose any software limitations on file sizes or numbers of records in a batch.

2. UMS prefers that whenever possible data is encrypted via PGP/GPG at rest and only decrypted when needed during processing.

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

Evaluation Question(s) – Technical Interface Data Exchange

1. Please indicate your acceptance and compliance with the high-level Interface Data Exchange Requirements outlined above, including your understanding that the Interface Data Exchange may require additional requirements definition and that your proposed solution considers this task and the resulting work in-scope. Indicate any areas of noncompliance or other concerns with these requirements.

2. Detail what security protections for the Interface Data Exchange are afforded by the solution proposed?

3. Does your solution support needs for sharing and linking data with other applications and databases?

4. Although not a requirement of this proposed solution, is there an existing interface with PeopleSoft or SQL database, or would a custom interface need to be developed?

5. Does your solution allow easy integration with other applications including desktop tools, for example, Microsoft Office Professional Suite (Word, Excel, PowerPoint, Access Dataset), or online survey tools (e.g, Qualtrics)?

6. Does your system provide for auto/mass load of new records (including ID records), matching on IDs where necessary (non-ID records) to obtain data from external sources? Users MUST be able to perform the load, preview it online, and set additional rules before committing it to the database. It is preferable that a wizard or other user aid be available for this purpose. Some "uploads" may be updating existing records.