

Clarification:

Rider A Specifications of work to be performed, pages 29-30 of the original RFP document will be replaced by the following (changes highlighted in vellow):

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

INTENT AND PURPOSE

<<To be added after award>>

PRODUCT SCOPE OF WORK:

<< To be added after award >>

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

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

PERFORMANCE TERMS AND CONDITIONS

- 1. **Employees:** The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a



single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

- 3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits "as needed" on 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. Client Support Process: << To be added after award >>
- 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 and a pro-rated refund of fees paid by the University.

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



Appendix G - Evaluation Question(s) - Organization, Qualifications and Experience, pages 43-44 of the original RFP document will be replaced by the following:

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

Respondent's Organization Name:

<u>INSTRUCTIONS</u>: 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)

- Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System including each the University (section 1.1.2), multi-institutional programs, and the 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.
- 2. 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?
- 3. Describe In-house capabilities and services offered. Outline experience with online advertising and description of platforms and media networks used. Please include résumés for each person proposed for this account including education, experience, license, and/or certifications
- 4. 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.
- 5. Briefly describe planning process for traditional, digital and emerging media buying. How would you prioritize spend across the various platforms and segmented markets given major budget



differences between the individual Universities (section 1.1.2), multi-institutional initiatives and the System.

- 6. Describe your firms approach to optimize the finite budget through collective purchase of ad space while promoting the unique value proposition of each university (section 1.1.2)
- 7. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 8. Describe your experience offering a solution for the marketing requirements identified in this document within higher education, and specifically experience with institutions within New England. Provide a client list that includes past and present higher education clients.
- 9. Financial Stability: No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers
- 10. Online Systems: Does your solution include any online system? If yes, please describe. Prior to award, the University may request detailed technical specifications of your online system.
- 11. Given the System's annual historic spend of \$2.5-3.5mm, if your firm was to be awarded the contract, please provide the ranking of the University business relative to other clients in your portfolio.
- 12. Client Support: Please describe your process for providing direct client support for answering questions and resolving issues. Please propose support level agreements (SLAs) for how quickly calls will be answered and the escalation process if the issues are not resolved in a timely manner. Will your support structure vary depending on the size and scope of a campaign (small campus vs. enterprise initiative)?