



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

Multimedia Rights Agreement with University of
Maine Athletics
RFP #2022-048

Issued Date: January 10, 2022

Response Deadline Date/Time: February 18, 2022, 11:59 p.m. EST

Submitted electronically to: UMSResponses@maine.edu
Email Subject Line – RC- Multimedia Rights Agreement with UM- RFP# 2022-048

Response Contact Information:

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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 History and Background

Overview

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 campus wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

The University of Maine, Athletics Program is a member of the America East Conference, the University of Maine sponsors teams in eight men's and nine women's NCAA sanctioned sports. The men's and women's ice hockey teams are members of Hockey East, and the football team is an associate member of the Colonial Athletic Association.

The Athletics Department is led by Ken Ralph, now in his fourth year under the helm. Through Ken's direction, the Black Bears have refocused their efforts on creating enhanced athletic facilities across the campus while continuing to provide a top notch student-athlete experience and a winning atmosphere in all sports.

The men's ice hockey program was introduced in 1977. The team has been successful and have won the Hockey East title five times, appeared in eleven Frozen Fours, and won 2 National Championships. The Black Bears compete in the Hockey East conference, which includes teams such as Boston College, Boston University, Northeastern, and New Hampshire. The program has produced many professional ice hockey players, such as Paul Kariya, Eric Weinrich, Keith Carney, Garth Snow, Mike Dunham, Dustin Penner, and Jimmy Howard. Alford Arena is one of the most intimidating places to play in college hockey.

Maine's football team competes in the Colonial Athletic Association. Prior to the 2007 season, the NCAA football league was sponsored by the Atlantic 10 Conference. The football program has produced many professional football players and coaches, such as center Mike Flynn, offensive lineman Justin

Strzelczyk, quarterback Mike Buck, wide receiver/coach Phil McGeoghan, Pro Bowl linebacker Lofa Tatupu, who transferred to USC after his freshman year, linebacker Stephen Cooper, Pro Bowl fullback/special teams Montell Owens, defensive back Daren Stone, tight end Matthew Mulligan, defensive lineman Mike DeVito, linebacker Jovan Belcher, Pro Bowl fullback/defensive lineman Patrick Ricard and defensive back Brandon McGowan. Current Iowa coach, and 2002 AP National Coach of the Year Kirk Ferentz began his head coaching career at Maine. The team also received brief publicity when the Oakland Raiders selected wide receiver Kevin McMahan as the last player in the 2006 NFL Draft, affectionately known as Mr. Irrelevant. The University of Maine is known currently to have the most active players on NFL rosters at the Division I FCS level.

On November 16, 2013 as Maine defeated the University of Rhode Island 41-0 at home to win their first CAA title. Five years later, Maine again won the 2018 CAA Championship and advanced to the semifinals of the FCS Playoffs.

The basketball teams, as well as all other sports teams, participate in the America East Conference. NBA head coach Rick Carlisle initially attended the University as did former Clemson University head baseball coach Jack Leggett. Other notables include Rufus Harris, Kevin Reed, Matt Rossignol, Jim Boylen, Andy Bedard, and several former Maine high school stars including Bangor's Jon McAllian and Edward Little's Troy Barnies. The women's and men's basketball teams play at the Cross Insurance Center in Bangor starting with the 2013-14 season. The men's team has held a total of eight games at Memorial Gym since 2003–04.

The women's basketball team is particularly noted for producing WNBA player Cindy Blodgett, who also served as an assistant coach at Boston College and Brown. The team finished first or tied for first in the conference five times in the last seven years and have two NCAA appearances in that time.

The men's basketball team in recent years has made progress.

The Black Bears' rivalry with the New Hampshire Wildcats is the longest continuous basketball rivalry between any two non-Ivy League schools: the men's teams have played each other 117 seasons in a row, from 1904–1905 to the present season (2021–2022).

The program has developed two NBA players those being former Los Angeles Clippers Jeff Cross and former Boston Celtics and current head coach of the Dallas Mavericks Rick Carlisle.

The baseball program has made several trips to the College World Series and has produced numerous major-league baseball players. The program has also made 16 NCAA tournament appearances, The program has won the AEC Tournament five times, in 1993, 2002, 2005, 2006, and 2011. The program also won the conference in 1990 and 1991, before the America East sponsored a baseball tournament.

For more information about current athletic news, schedules, and general information, visit goblackbears.com

1.1.3 Purpose

The University of Maine System acting on behalf of University of Maine (UMaine) is seeking responses to provide a Multimedia Rights Partnership with the University of Maine Athletic Program.

UMaine seeks an experienced firm to help maximize revenue and enhance fans' experience and overall exposure. The considerations paid to the University represent payments for the rights to be the exclusive partner and to use University Marks.

Selected firm will be responsible for generating sponsorship revenue through the following media: corporate hospitality events, television, radio, arena and stadium signage (digital and static including all videoboards), social media outlets, internet (goblackbears.com) and game day apps, promotions, game day programs, ticket mailings and schedule cards.

The University of Maine is currently at an exciting juncture in its history, evidenced by the following:

- 150 year history
- Student population represents every state and 75 countries
- One of the nation's top 50 green colleges, as noted by the Princeton Review
- National Success of Athletics Program across multiple sports with 89 individual and team conference championships in the last ten years.
- Five-year plan for dramatic improvements to UMaine athletics facilities
 - Indoor Fieldhouse
 - Hockey Arena
 - Football Stadium
 - Baseball and Softball Fields
- Ranked among the top public universities for research by the National Science Foundation
- 11,741 undergraduate and graduate students
- Approximately 110,000 living alumni worldwide

Elements of a valued, exclusive multimedia rights partnership at the University of Maine include, but are not limited to, the following (in no particular order):

- Improving the visibility of the University of Maine and its athletic programs and help to elevate its brand both within the state and nationally
- Competitive annual rights fee comparable to like-market programs
- Providing excellent customer service and value to the UMaine community and partners
- Assisting with sourcing and negotiating barter services that will provide necessary product for the UMaine athletics teams and athletics department
- Developing a comprehensive marketing and promotional strategy to reach local (from Orono to Portland, i.e. the entire State of Maine), national companies, Canadian businesses, members of the campus community, alumni, visitors, students, and fans

- Strong on-campus sales and activation presence that will work closely with Athletics personnel to align the goals and objectives of each partner with those of the athletics program

This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

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

Though this document is primarily for University of Maine 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

This would be an exclusive agreement for all 17 varsity programs with a primary focus on football, men's basketball, women's basketball, and men's hockey.

The current multimedia rights agreement, under the direction of the Office of the Athletic Director, is currently in the last year. The contract is with Learfield with the end date following the conclusion of the 2021-22 academic year.

UMaine Athletics is seeking a partner that can meet the following key criteria:

Revenue Generation and Activation Planning

1. Expertise selling local and national partnerships to enhance the University's revenue, brand awareness, and positioning within intercollegiate athletics
2. Proficiency to provide excellent customer service to the athletic department
3. Ability to provide continuous feedback to the athletic department regarding customer and partner satisfaction levels
4. Ability to identify creative sales and activation opportunities on campus, around the state, nationally, and in Canada, as applicable
5. Leverage relevant corporate partnerships to increase merchandise and ticket sales revenue opportunities through discounts, ticket purchases, promo codes, etc,
6. Provide UMaine with data that can be utilized to market to fans and potential corporate partners
7. Experience negotiating radio and television deals, as well as relevant production experience
8. Experience marketing and selling partnerships within the Canadian market

Financial Commitment

1. Financial annual rights guarantee to UMaine Athletics
2. Revenue share percentage
3. Unrestricted signing bonus incentive
4. Capital Expenditure to fund sponsor-related facility enhancements
5. Minimum barter of \$25,000 annually
6. Alford Fund donation – no less than \$50,000 per year
7. Financial revenue projections per sales year
8. Selected firm's financial stability and long-term financial viability

Management / Marketing Plan

1. Ability to develop and implement a comprehensive long-term strategic business development plan, including an effective partnership marketing plan, which includes sponsors having activation plans to enhance their sponsorships
2. Experience and capability to conceptualize ideas and content, both with and without sponsorship, for distribution on Twitter, Facebook, Instagram, Snap, Tik Tok, Triller, etc.

Staffing / Personnel

1. UMaine will require full time on-site sales and activation support with a minimum of three full-time people. The MMR team will work closely with the Sr. Associate Athletic Director, External Relations, alongside the Associate Athletic Director, Marketing and Fan Engagement. UMaine will have consultation rights about personnel that will work on the UMaine account prior to any hiring of employees.

Technology Plan

1. Ability to work alongside UMaine at identifying new digital signage upgrade opportunities in all athletics venues.
2. The selected firm would have the exclusive rights to secure and sell, as approved by the University, a mutually agreeable number of sponsorship inventories across all UMaine Athletics website and social media platforms

Production

1. The Selected Firm will have the responsibility, at no cost to the University, to develop, produce and transmit all radio productions listed above.

Employ on-air personnel

1. The Selected Firm will furnish a play-by-play announcer for University ticketed Athletics Events, subject to the University's approval.
2. The Selected Firm will also employ for football: a color analyst; sideline reporter; and site engineer.
3. The Selected Firm will also employ for men's ice hockey, and men's and women's basketball: a color analyst and courtside engineer.

4. The Selected Firm will employ for Coaches Radio Shows: a host, a potential co-host and a site engineer.
5. The selection of each of these individuals is also subject to the approval of the University, and can be the same individuals across all platforms to keep consistency. This will be at no cost to the University.

Station clearance

1. The Selected Firm will clear stations throughout the State of Maine, and as applicable in Canada, to offer complete statewide and internationally relevant coverage. All live game broadcasts should be aired on FM radio or any other comparable outlet. This will be at no cost to the University.

1.1.5 Rights

Radio Rights

1. The selected firm will have the rights to all online audio and radio broadcast signal coverage areas (when NCAA, Hockey East, America East, CAA and other applicable rules allow).
2. The selected firm will have the exclusive right to produce and broadcast the play-by-play of all UM football, men's and women's basketball, men's ice hockey pre-season, regular season and postseason games. Also included in the exclusive radio broadcasts are the Coaches Shows for football, men's basketball and men's ice hockey. There are additional radio opportunities for women's ice hockey, baseball and other Olympic sports.

Television Rights

1. The University of Maine controls the rights to the following programming:
 - Three (3) Football Games
 - Seven (7) Men's Hockey Games
 - Blackbear Insider Show
2. The school receives the following commercial inventory as part of its live game distribution:
 - ESPN+/3: For basketball, each school received nine (9) 30-second spots for women's basketball and six (6) 30-second spots for men's basketball. Each school has been allowed up to three features per game for both women's and men's basketball. Each school received eight (8) 30-second spots for both softball and baseball and up to three features per game.
 - FloSports (FB): The inventory split is 60% to the CAA/Schools and 40% to FloSports. The home institution gets 14 minutes of commercial time in a football game. There is no limit to the number of in-game features, sponsored elements, billboards, etc. which can be sold into a broadcast. However, those need to be pre-approved by FloSports.
 - CBS/NESN (MIH): For the final year of the current deal in 2021-22, schools continue to received 6:30 of inventory during NESN games. For CBS only games schools have up to 13:00 of inventory. The rest falls to CBS/NESN/Hockey East. Starting 2022-23, these numbers will change.

Gameday Hospitality

1. The Selected Firm has the rights, with University approval, to sell gameday corporate hospitality events for UMaine Athletics games, excluding those purchased by University departments, clubs and/or organizations.

Arena Signage

1. The Selected Firm will have the licensed right and authorization to use signage within the Maine Athletics Facilities and will use all reasonable efforts to maximize its Gross Revenue derived through the use of existing signage and through the development of new signage in Athletics Facilities, subject to the University's prior approval.

Such items include, but are not limited to:

Alfond Arena

Alfond Arena is a 5,124-seat multi-purpose arena in Orono, Maine, United States. The arena opened in 1977. It is home to the University of Maine Black Bears ice hockey teams. It is recognizable for its distinctive hyperbolic paraboloid architecture. The multi-angular roof design can also be found at Pavilion at Villanova University and the Flynn Recreation Complex at Boston College. It was expanded from its original capacity of 3,800 in 1992 in order to accommodate more spectators and bring the basketball team back from its temporary home at the Bangor Auditorium. More skyboxes have been added since then, so the arena's capacity has been reduced. A new scoreboard was installed during the summer of 2008. Additional changes are scheduled to be made in the current facilities plan that includes ribbon boards (MAINE PLEASE CONFIRM THE LATEST). The arena is also named for Harold Alfond.

- Rights to University's fixed and digital scoreboard signage
- Tri-Vision Panels
- Dasher-board signage
- Static or LED ribbon board signage
- Venue doorway signage
- Ticket office signage
- In-Ice logos (as approved by UMaine)
- Façade, tunnel, and concourse signage
- Temporary signage for events as approved by the University
- Message Center Displays
- PA announcements
- Concourse displays
- Press conference backdrops
- Team entry covers/signage
- Zamboni vehicles
- Souvenir cups and concession containers
- Other opportunities as approved by UMaine

Alfond Stadium

Morse Field at Harold Alfond Sports Stadium is a 10,000-seat multi-purpose stadium in Orono, Maine. The stadium opened as Alumni Field in 1947 and

underwent extensive renovations from 1996 to 1998. It is home to the University of Maine Black Bears football team. The wood and steel grandstands, built in the 1940s, replaced with the current east grandstand, installed new field turf in summer 2021, along with a temporary structure on the west side, adjacent to Alford Arena. The current west grandstand, lights, press and luxury levels, as well as concessions and restroom amenities were completed prior to the 1998 season. The stadium was rededicated to Harold Alford, a longtime Maine booster, at Maine's first home night game on September 12, 1998, a 52–28 win over New Hampshire in the Battle for the Brice-Cowell Musket. The field is named for Phillip and Susan Morse, who donated the lights, original Astroturf and scoreboard. In the summer of 2008, new FieldTurf was installed to replace the old AstroTurf. In 2014, a 20-by-32-foot (6.1 m × 9.8 m) HD video-board replaced the matrix display installed in 1998, and a contemporary scoreboard was installed on the north end. The current maser facilities plan includes additional changes and renovations such as:

- Rights to University's fixed and digital scoreboard signage
- Tri-Vision Panels
- Any sideline and end line advertising panels
- Any bleacher signage
- Façade, tunnel, and concourse signage
- Temporary signage for events as approved by the University
- Message center displays
- PA announcements
- Concourse displays
- Press conference backdrops
- University and opposing team bench backs
- Coaches' headsets
- Football goal post pad and net
- Sideline employees
- Plastic souvenir cups and concession containers
- Logo rights on the field (if approves by UMaine)
- High Definition Video Boards and Expanded Concourses
- Other opportunities as approved by UMaine

Cross-Insurance Center / Memorial Gym

- Scorer's table signage
- Basketball goal posts padding
- Basketball backboard supports
- Shot clock advertising panels
- Endline bumpers
- Ribbon LED
- Digital videoboard signage
- PA announcements
- Other opportunities as approved by UMaine

Other Facilities

- Rights to any facility main scoreboard ad panels
- Any scorer's table, press row, bleacher, or baseline table advertising panels
- Façade, tunnel, and concourse signage

- Message center displays
- PA announcements
- University and opposing team bench/chair backs
- Team entry covers/signage
- Playing surface logo opportunities as approved by the UMaine
- Concourse and lobby displays
- Temporary signage and displays
- Plastic souvenir cups and concession containers
- Courtside employees
- Other opportunities as approved by UMaine

Tickets and Suites

The lease of a luxury suite(s) inside Alford Stadium and Alford Arena, season ticket inventory and individual game purchases for the four (4) ticketed-sports, would be separate from the annual rights fee payment. UMaine Athletics will provide access to purchase tickets and parking passes at face value, when applicable. Selected Firms' season tickets for all ticketed sports, above the luxury suite in Alford Stadium and Alford Arena, will be priced at the season ticket discount price. The number of season tickets, parking and individual game inventory will be handled separately from this agreement on a yearly basis.

Media Guides

Media Guides are digital and are provided for all football, hockey, men's and women's basketball home games and are to be designed by an outside firm, which will be contracted and paid for by the selected firm. All these are available in digital only and available on-line.

Athletic Apparel, Equipment and Footwear

The selected firm should not expect to receive compensation resulting from that agreement, and is not part of this RFP.

Pouring Rights

The selected firm should not expect to receive compensation resulting from that agreement, and is not part of this RFP.

Licensing Program/University Marks

The University's licensing program is managed in conjunction with Learfield Licensing. All companies who wish to produce and sell UMaine branded merchandise are required to obtain a license to do so. Licenses are obtained through an application developed and administered by Learfield Licensing.

This agreement will be the grant of non-exclusive rights and license to design, create, manufacture, distribute, market, advertise, produce and sell products bearing the UMaine trademarks both alone or in combination with bidder. Selected firm shall actively and adequately service any retailer in the Distribution Channels who desires to purchase products bearing UMaine trademarks unless said retailer does not meet appropriate credit requirements.

UMaine shall retain all rights in and to UM marks including all rights with respect to the names "University of Maine", "Maine Blackbears" and all other names, logos, trademarks, depictions, and/or symbols associated with UMaine not specifically granted to selected firm hereunder.

UMaine may use or grant licenses to others to use the trademarks, logos, trade names and other indicia, in any other manner or in connection with any goods or

services UMaine deemed appropriate and may sublicense others to do so, without restriction or limitation, unless exclusivity in specific categories is negotiated.

Any issue by selected firm of the UMaine Marks must be approved in advance by UMaine, which approval will not be reasonably withheld.

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 D**. The Master Agreement initial term and renewal periods are reflected in Section 2 of Appendix D, Master Agreement, and are subject to continued availability of funding and satisfactory performance.

The Master 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
	Respondents' Pre-Bid Conference Zoom Invitation to be posted by Addendum on the website one day prior to session. http://www.maine.edu/strategic-procurement/upcoming-bids/	
Section 1.3.7	Tentatively scheduled for 3:00 – 4:00 pm EST	January 13, 2022
Section 1.2.2	Deadline for Written Inquiries/Questions	January 26, 2022
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	January 31, 2022
Section 1.2.2	Deadline for Proposal Submission	February 18, 2022
Section 1.3.8	Estimated Respondent Presentation Date (subject to change)	February 25, 2022
Section 2.2	Award Announcement (subject to change)	March 4, 2022
	Estimated Agreement Start Date (subject to change)	July 1, 2022

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).

2.1.2.2 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 Solution Requirements Narrative Questions

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. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief 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 all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – 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 - Section 2 – 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 - Section 3 – 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 - Section 4 – 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) – Solution Requirements – Narrative Questions

Appendix A – University of Maine System Response Cover Page

RFP # 2022-048
 Multimedia Rights Agreement with University of Maine, Athletics

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 # 2022-048
 Multimedia Rights Agreement with University of Maine, Athletics

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 # 2022-048

Multimedia Rights Agreement with University of Maine, Athletics

GENERAL INSTRUCTIONS:

1. The Respondent must submit a financial package that covers the entire period of the Agreement, including any optional renewal periods.
2. 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.
3. 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.
4. 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.
5. 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.
6. **Financial Package**: Review Appendix C, Exhibit 1 Table 1 in response to this question. Provide complete information on the proposed financial package, including the following:
 - Initial Signing Bonus
 - Capital Investment
 - Guaranteed Annual Rights Payments
 - Guaranteed Revenue Share Model
 - Sponsorships
 - UMaine Student Scholarships
 - Additional Financial Incentives
7. **Sponsorship, scholarships**: Review Appendix C, Exhibit 1 Table 1 in response to this question. Provide complete information on any additional financial support through sponsorship or scholarship programs.
8. **Non-cash value contributions**: Review Appendix C, Exhibit 1 Table 2 in response to this question. Provide a description of non-cash value contributions to the athletics plan and University programs.

INSTRUCTIONS FOR - Exhibit 1 (Table 1) – Financial Contributions

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.

Financial Return to UMaine Category. Please provide the financial return that you will remit to Maine for the UMaine Athletic Multimedia Rights Agreement, including the following:

- Initial Signing Bonus
- Capital Investment
- Guaranteed Annual Rights Payments
- Guaranteed Revenue Share Model
- Sponsorships
- UMaine Student Scholarships
- Additional Financial Incentives

The University's requirements pertaining to the selected firm's financial return are as follows:

- Initial Financial Commitment shall be defined as a lump sum payment from selected firm to UM due net 60 days after contract signing.

Guaranteed Annual Rights Payments the selected firm shall pay UMaine are the minimum annual financial guarantee. Payments due under this section shall be adjusted annually at the beginning of the second contract year and each succeeding contract year as agreed upon by both parties.

Compensation Frequency – Provide the compensation frequency, i.e. monthly, quarterly, annually, etc.

Compensation Month – Provide the compensation month annually when UMaine can expect the compensation.

Year 1 – Year 10 – Compensation for each Financial Return to UMaine Category by year.

Total – Total Revenue for each year.

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 Organization Name:												
University of Maine, Orono Financial Package												
Financial Return to UMaine	Compensation Frequency	Compensation Month	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Initial Signing Bonus												
Capital Investment												
Guaranteed Annual Rights Payment												
Guarantee Revenue-Share Model												
Sponsorships												
UMaine Student Scholarships												
Additional Financial Incentives												
Sub-Total			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Renewal Term												
Financial Return to UMaine	Compensation Frequency (Annual)	Compensation Month	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Initial Signing Bonus												
Capital Investment												
Guaranteed Annual Rights Payment												
Guarantee Revenue-Share Model												
Sponsorships												
UMaine Student Scholarships												
Additional Financial Incentives												
Sub-Total			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

INSTRUCTIONS FOR - Exhibit 1 (Table 2) – Non-Financial Contributions

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.

Non-Monetary Sponsorship Support – Non-Monetary Sponsorship Support

Other Monetary Compensation – Other Monetary Compensation

Respondent's Organization Name:		
University of Maine, Orono Non-Cash Value Contributions		
Period	Non-Monetary Sponsorship Support	Other Monetary Compensation
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		
Renewal Non-Cash Value Contributions		
Period	Non-Monetary Sponsorship Support	Other Monetary Compensation
Year 11		
Year 12		
Year 13		
Year 14		
Year 15		
Year 16		
Year 17		
Year 18		
Year 19		
Year 20		

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

Contract Amendments as required

Request for Proposal #2022-048 Issue Date January 10, 2022 Titled Multimedia Rights Agreement with University of Maine, Athletics

Contractor’s Bid in Response to Request for Proposal #2022-048 Proposal Submission Date February 18, 2022 Titled Multimedia Rights Agreement with University of Maine, Athletics

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 July 1, 2022 and shall terminate on June 30, 2032, unless terminated earlier as provided in this Contract with option for **one (1) ten (10) year renewal** upon the parties' 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:** Director of Athletics 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:

Notice Submission via Email: umsresponses@maine.edu

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
5761 Keyo Building

Orono, ME 04469

Phone: [207-581-2695](tel:207-581-2695)
Fax: [207-581-2698](tel:207-581-2698)
Invoice Submission Email: UMAP@maine.edu
Invoice Inquires: UMSCentralAP@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. **Contract Amendments** as required
 - H. **Request for Proposal #2022-048** Issue Date January 10, 2022 Titled Multimedia Rights Agreement with University of Maine, Athletics
 - I. **Contractor's Bid in Response to Request for Proposal #2022-048** Proposal Submission Date February 18, 2022 Titled Multimedia Rights Agreement with University of Maine, Athletics

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:

FOR THE CONTRACTOR:

BY: _____

LEGAL NAME: _____

(signature)

BY: _____

(signature)

Name: _____

Name: _____

(print or type)

(print or type)

Title: _____

Title: _____

Address: _____

Address: _____

Telephone: _____

Fax: _____

Telephone: _____

Date: _____

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: _____

BY: _____

Title: _____

Title: _____

Chief Procurement Officer or designee

Chief Financial/Business Officer or designee

Date: _____

Date: _____

RIDER A SPECIFICATIONS OF WORK TO BE PERFORMED

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

INTENT AND PURPOSE

The University of Maine System acting on behalf of University of Maine (UMaine) sought responses to provide a Multimedia Rights Partnership with the University of Maine Athletic Program.

UMaine seeks an experienced firm to help maximize revenue and enhance fans' experience and overall exposure. The considerations paid to the University represent payments for the rights to be the exclusive partner and to use University Marks.

Selected firm will be responsible for generating sponsorship revenue through the following media: corporate hospitality events, television, radio, arena and stadium signage (digital and static including all videoboards), social media outlets, internet (goblackbears.com) and game day apps, promotions, game day programs, ticket mailings and schedule cards.

The University of Maine is currently at an exciting juncture in its history, evidenced by the following:

- 150 year history
- Student population represents every state and 75 countries
- One of the nation's top 50 green colleges, as noted by the Princeton Review
- National Success of Athletics Program across multiple sports with 89 individual and team conference championships in the last ten years.
- Five-year plan for dramatic improvements to UMaine athletics facilities
 - Indoor Fieldhouse
 - Hockey Arena
 - Football Stadium
 - Baseball and Softball Fields
- Ranked among the top public universities for research by the National Science Foundation
- 11,741 undergraduate and graduate students
- Approximately 110,000 living alumni worldwide

Our Mission in Athletics is

Elements of a valued, exclusive multimedia rights partnership at the University of Maine include, but are not limited to, the following (in no particular order):

- Improving the visibility of the University of Maine and its athletic programs and help to elevate its brand both within the state and nationally
- Competitive annual rights fee comparable to like-market programs
- Providing excellent customer service and value to the UMaine community and partners
- Assisting with sourcing and negotiating barter services that will provide necessary product for the UMaine athletics teams and athletics department

- Developing a comprehensive marketing and promotional strategy to reach local (from Orono to Portland, i.e. the entire State of Maine), national companies, Canadian businesses, members of the campus community, alumni, visitors, students, and fans
- Strong on-campus sales and activation presence that will work closely with Athletics personnel to align the goals and objectives of each partner with those of the athletics program

PRODUCT SCOPE OF WORK:

This would be an exclusive agreement for all 17 varsity programs with a primary focus on football, men’s basketball, women’s basketball, and men’s hockey.

The current multimedia rights agreement, under the direction of the Office of the Athletic Director, is currently in the last year. The contract is with Learfield with the end date following the conclusion of the 2021-22 academic year.

UMaine Athletics is seeking a partner that can meet the following key criteria:

Revenue Generation and Activation Planning

1. Expertise selling local and national partnerships to enhance the University’s revenue, brand awareness, and positioning within intercollegiate athletics
2. Proficiency to provide excellent customer service to the athletic department
3. Ability to provide continuous feedback to the athletic department regarding customer and partner satisfaction levels
4. Ability to identify creative sales and activation opportunities on campus, around the state, nationally, and in Canada, as applicable
5. Leverage relevant corporate partnerships to increase merchandise and ticket sales revenue opportunities through discounts, ticket purchases, promo codes, etc,
6. Provide, UMaine with data that can be utilized to market to fans and potential corporate partners
7. Experience negotiating radio and television deals, as well as relevant production experience
8. Experience marketing and selling partnerships within the Canadian market

Financial Commitment

1. Financial annual rights guarantee to UMaine Athletics
2. Revenue share percentage
3. Unrestricted signing bonus incentive
4. Capital Expenditure to fund sponsor-related facility enhancements
5. Minimum barter of \$25,000 annually
6. Alford Fund donation – no less than \$50,000 per year
7. Financial revenue projections per sales year
8. Selected firm’s financial stability and long-term financial viability

Management / Marketing Plan

1. Ability to develop and implement a comprehensive long-term strategic business development plan, including an effective partnership marketing plan, which includes sponsors having activation plans to enhance their sponsorships
2. Experience and capability to conceptualize ideas and content, both with and without sponsorship, for distribution on Twitter, Facebook, Instagram, Snap, Tik Tok, Triller, etc.

Staffing / Personnel

1. UMaine will require full time on-site sales and activation support with a minimum of three full-time people. The MMR team will work closely with the Sr. Associate Athletic Director, External Relations, alongside the Associate Athletic Director, Marketing and Fan Engagement. UMaine will have consultation rights about personnel that will work on the UMaine account prior to any hiring of employees.

Technology Plan

1. Ability to work alongside UMaine at identifying new digital signage upgrade opportunities in all athletics venues.
2. The selected firm would have the exclusive rights to secure and sell, as approved by the University, a mutually agreeable number of sponsorship inventories across all UMaine Athletics website and social media platforms

Production

1. The Selected Firm will have the responsibility, at no cost to the University, to develop, produce and transmit all radio productions listed above.

Employ on-air personnel

1. The Selected Firm will furnish a play-by-play announcer for University ticketed Athletics Events, subject to the University's approval.
2. The Selected Firm will also employ for football: a color analyst; sideline reporter; and site engineer.
3. The Selected Firm will also employ for men's ice hockey, and men's and women's basketball: a color analyst and courtside engineer.
4. The Selected Firm will employ for Coaches Radio Shows: a host, a potential co-host and a site engineer.
5. The selection of each of these individuals is also subject to the approval of the University and can be the same individuals across all platforms to keep consistency. This will be at no cost to the University.

Station clearance

1. The Selected Firm will clear stations throughout the State of Maine, and as applicable in Canada, to offer complete statewide and internationally relevant coverage. All live game broadcasts should be aired on FM radio or any other comparable outlet. This will be at no cost to the University.

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. **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. The University will be entitled to receive a prorated refund measured from the effective date of the termination.

**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.

RIDER C
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

1. Scope: 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. Term and Termination: 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. Subcontractors and Agents: 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. Property of University: 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. Return or Destruction of Protected University Data:
 - 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. Survival: 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. Reasonable and Appropriate Controls: 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. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. 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. Contractor Employee Data Access Control: 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. Data Breach: 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. Mobile Devices: 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. Contractor Hosted Data: 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. Records and Compliance: 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. System Development: 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
Services Engagement to Agreement for Services

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

This Services Engagement shall be governed by the terms and conditions of the Master Agreement for Services dated _____ by and between Contractor and the University of Maine System, and is incorporated herein by reference.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK & PRICING:

SIGNATURES:

Institution

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

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.

SIGNATURES:

Chief Procurement Officer or Designee

By: _____

Name: _____

Title: Chief Procurement Officer or Designee

Date: _____

Chief Financial/Business Officer or designee

By: _____

Name: _____

Title: Chief Financial/Business Officer or designee

Date: _____

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 Contractor 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

Modifications of Agreement terms and conditions is permitted except that the University, due to its public nature, will not:

1.2 Agree to term other than what is specified or with 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 Agree to 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, this includes Maine Tort Claims Act (14 M.R.S.A. ' 8101, et seq.);

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 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 Agreement. Contractor 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 (Agreement Rider B).

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.

Please provide a client list that includes length of service and sponsorship revenue. Please identify at least five (5) clients with programs similar in nature to UMaine.

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	

REFERENCE #5	
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. Discontinued Client List. Please provide a list of all college and university accounts that were canceled or not renewed during the past five years, including the reason for termination. Please include length of service and the name and telephone number of the college or university administrator responsible for the program.
4. Please provide your company's qualifications and experience in working with college/university athletic departments. Please describe your company's experience serving similar sized private prestigious universities.
5. 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) – Solution Requirements Narrative Questions

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) – Operations Questions

1. Please describe your company’s management/operations plan for operation of the program at UMaine.
2. Please describe your company’s specific standards of excellence measurements, including specific competencies, parameters, and metrics for the objective measurement of operations, situations, and services.
3. Please describe your company’s sustainability program and the specific sustainability initiatives that you will implement at UMaine.

Evaluation Question(s) – Customer Service Questions

1. Please describe in detail how your company will provide unparalleled customer service at UMaine.
2. Please describe the methods your company will use to obtain regular feedback from UMaine partners to ensure a high level of customer satisfaction.

Evaluation Question(s) – Staffing / Personnel Questions

1. Please provide your company organization chart for UMaine MMR partnership on-campus.
2. Please describe your company’s corporate support services and regional management support.

Evaluation Question(s) – Revenue Generation Questions

1. Please describe your plans for developing new business and renewals.
2. Partner Activation Plan. Please describe your company’s marketing/advertising/activation plan for UM and its sponsorship partners.

Evaluation Question(s) – Additional Information Questions

1. Please provide UMaine with other information you feel is pertinent.

Evaluation Question(s) – Technology Plan Questions

1. Please identify any plans you would incorporate to deliver content and sponsorships through technology such as Virtual/Augmented Reality, apps, etc.