

Administered by University of Maine System

Office of Strategic Procurement

Request for Proposal (RFP)

MAINE LAW SCHOOL BAR DIAGNOSTIC SOLUTION

RFP #2023-065

**Issued Date:** March 3, 2023

**Response Deadline Date/Time:** March 17, 2023 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – RC: ME Law Bar Diagnostic Solution - RFP#2023-065

**Response Contact Information:**

Strategic Sourcing Manager (SSM): robin.cyr@maine.edu

Email: UMSResponses@maine.edu

**INSTRUCTIONS**

**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.

* + 1. **Section 1 - Response Cover Page**
       1. Label this response - Section 1 – UMS Response Cover Page
       2. Insert Appendix A – University of Maine System Response Cover Page
       3. Insert Appendix B – Debarment, Performance and Non-Collusion Certification
    2. **Section 2 - Cost Response**
       1. Label this response - Section 2 – Cost Evaluation
       2. Insert Appendix C – Required Cost Evaluation Exhibits
    3. **Section 3 - Master Agreement**
       1. Label this response - Section 3 – Master Agreement
       2. Insert Appendix D1 – Master Agreement
    4. **Section 4 - Response to Questions**
       1. Label this response - Section 4 – Response to Evaluation Questions & Related Information
       2. Insert Appendix E – Organization Reference Form
       3. Insert Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience
       4. Insert Appendix G – Evaluation Question(s) –Implementation, Training, Support and Reporting
       5. Insert Appendix H – Solution Requirements Matrix
       6. Insert Appendix I – Evaluation – Compliance Requirements (Accessibility & Information Security)
* HECVAT
* Information Security Questions
* Voluntary Product Accessibility Template (VPAT)
* Detailed Description of Accessibility features.
  + - 1. Insert Appendix J – Evaluation Question(s) – Information Technology

**SECTION 1**

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

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Maine Law Bar Diagnostic Solution

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

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

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title (Printed) Authorized Signature

**Appendix B – Debarment, Performance and Non-Collusion Certification**

**University of Maine System**

**DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION**

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

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
2. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
   1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
   2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
   4. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
3. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

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

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title (Printed) Authorized Signature

**SECTION 2**

**Appendix C – Required Cost Evaluation Exhibits**

University of Maine System

COST EVALUATION

RFP # 2023-065

Maine Law Bar Diagnostic Solution

**GENERAL INSTRUCTIONS:**

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing along with all products and services offered as part of the solution.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
10. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

**INSTRUCTIONS FOR – Exhibit 1 (Table 1) - Licensing and Maintenance Agreement Pricing and/or Data Maintenance / Subscription Pricing**

The University needs to understand the associated lifecycle costs for your proposed system or service. For solution responses that leverage the University’s existing investments, the Respondent must provide which investments the University needs to maintain. For solution responses that do not leverage the University’s investments, the Respondent must provide what additional investments would be needed to support the solution.

**IMPORTANT:** To be considered pricing needs to be provided for each campus individually and as an enterprise license.

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

**University Name –** Institution name pertaining to the costs related to the solution (if applicable).

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

**Initial Cost “One Time” Training** – Provide any initial ‘one-time’ costs associated with the solution for training costs.

**Initial Cost “One Time” Implementation** – Provide any initial ‘one-time’ costs associated with the solution for implementation costs.

**Initial Cost “One Time” Other -** Provide any initial ‘one-time’ costs associated with the solution other than year 1 licensing and support, training and implementation costs.

**Cost (Year 1 – 5) -** All licensing and maintenance agreement pricing should include rates during the Agreement period, and anticipated future rates.

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

**Extended Cost** – Total of Initial Term Years 1 – 5

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

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

**Total** – Subtotal less Discount.

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Respondent's Name:** | | |  |  | **Licensing Maintenance Schedule** | | | | | | |  |
| **#** | **Item Description** | **Initial Cost "One-Time" Training** | **Initial Cost "One-Time" Implementation** | **Initial Cost "One-Time" Other** | **Year 1 Cost** | **Year 2 Cost** | **Year 3 Cost** | **Year 4 Cost** | **Year 5 Cost** | **Year 6 (Optional Renewal)** | **Year 7 (Optional Renewal)** | **Extended Cost** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |
| 6 |  |  |  |  |  |  |  |  |  |  |  |  |
| 7 |  |  |  |  |  |  |  |  |  |  |  |  |
| 8 |  |  |  |  |  |  |  |  |  |  |  |  |
|  | **Subtotal** |  |  |  |  |  |  |  |  |  |  |  |
|  | **Less Discount** |  |  |  |  |  |  |  |  |  |  |  |
|  | **Total** |  |  |  |  |  |  |  |  |  |  |  |
|  | **Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.** | | | | | | | | | | | |
|  | **List explanations and assumptions here:** | | | | | | | | | | | |
|  | - | | | | | | | | | | | |
|  | - | | | | | | | | | | | |
|  | - | | | | | | | | | | | |
|  | - | | | | | | | | | | | |

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

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

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

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

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

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

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

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

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

Costs for subcontractors are to be broken out separately.

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

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

**Deliverable Name -** Provide a brief name for the deliverable.

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

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

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

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

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

**Total** – Total cost for all deliverables to complete the work for the specified University campus.

Your list of deliverables should trace back to the objectives and requirements listed in this document. Where a requirement is addressed by your product or service without customization, indicate that under the Explanation and reference the Licensing and Maintenance schedule above.

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

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

**Grand Total** – Subtotal less Discount.

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

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

**INSTRUCTIONS FOR - Exhibit 1 (Table 4) - Growth and Enhancement Pricing**

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

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

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

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

**Initial Cost “One Time” Training** – Provide any initial ‘one-time’ costs associated with the solution for training costs.

**Initial Cost “One Time” Implementation** – Provide any initial ‘one-time’ costs associated with the solution for implementation costs.

**Initial Cost “One Time” Other -** Provide any initial ‘one-time’ costs associated with the solution other than year 1 licensing and support, training and implementation costs.

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

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

**Extended Cost** – Total of Initial Term Years 1 – 5

**Subtotal** – Subtotal of the cost figures for each year.

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

**Total** – Subtotal less Discount.

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

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

**SECTION 3**

### **Appendix D1 – 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 RFP Section 1.2, with more detail in RFP Appendix A. Please indicate your acceptance for each special term by “X’ in the Agree or Disagree column.*

*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 RFP Section 2.1.1.*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Appendix A)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 2 Requirement:** Modify the term and renewals set in the RFP Appendix A or exercise any renewal option without “*parties’ mutual written agreement*”. | | |  |  |
|  | Term | This Agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier as provided in this Contract with option for additional renewals upon the parities’ mutual written agreement. | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Appendix A)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 4 Requirement:** Agree to termination language other than what is provided here in Section 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. | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 5 Requirement:** Agree to termination language that does not provide clarifications concerning parties’ obligation upon termination. | | |  |  |
|  | 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. | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 6 Requirement:** Agree to termination language that excludes option for termination for reasons of non-appropriation. | | |  |  |
|  | 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. | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 8 Requirement:** | | |  |  |
|  | Modification | This Agreement may be modified or amended only in a writing signed by both parties. | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 10 Requirement:** | | |  |  |
|  | Applicable Law | This Agreement shall be governed and interpreted according to the laws of the State of Maine | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 13 Requirement:** Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.). | | |  |  |
| **Section 13 Requirement:** Pay attorneys' fees, costs, expenses or liquidated damages | | |  |  |
|  | Applicable Law | This Agreement shall be governed and interpreted according to the laws of the State of Maine | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 17 Requirement:** Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement. | | |  |  |
|  | 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. | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 21 Requirement:** Promise confidentiality in a manner contrary to Maine's Freedom of Access Act. | | |  |  |
|  | 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. | | |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Section 13 Requirement:** Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.). | | |  |  |
| Respondent Exception: | | | | |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Language Reference**  **(RFP Section 3.0)** | **Agreement Language / Requirement** | **Agree** | **Disagree** |
| **Requirement:** Decrease insurance type coverage limits. (Agreement Rider B). | | |  |  |
| Respondent Exception: | | | | |

**SECTION 4**

### **Appendix E – Organization Reference Form**

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

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

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

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

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

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

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

### **Appendix F – 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. Please indicate if your company either self identifies or holds certification as a LGBTQ+ BE, MBE, SDVBE, SBE, veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged business, women-owned, minority-owned, WBE, VBE etc. If appropriate, please indicate if you hold a certification. If certified, prior to an award the University may request a copy of the certification from your company.
3. 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. Please include any designations as provided in #2 regarding diverse business status.
4. If subcontractors are to be used, please provide the steps used to provide access and opportunity to Disadvantaged Business Enterprises as provided in #2.
5. 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.
6. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
7. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
8. Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System and Maine Community College System. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services and/or products covered in this document.

### **Appendix G – Evaluation Question(s) –Implementation, Training, Support and Reporting**

**Evaluation Question(s) – Implementation Questions**

1. Describe your recommended implementation strategy, best practice consulting options, and professional services.
2. It is expected that the Respondent will assign a Project Manager who will have responsibility for its implementation team, and who will partner with the University's Project Manager.
3. Describe your project management approach.
4. What project management tools do you use?
5. Describe the project management offered as part of a standard implementation.
6. List the typical Project Management qualifications and/or certifications, such as PMP, held by the Project Manager(s) that would be assigned to this engagement.
7. Outline the staffing and composition of the implementation team.
8. Include University staff and roles, Respondent staff and roles, and proposed hours required for successful implementation.
9. Indicate the time commitment to implement this solution including functional and technical resources within the University.
10. Describe the skill set required for the staff person responsible for configuration and implementation before and after “go-live”.

**Evaluation Question(s) – Training Questions**

1. Describe the standard training included as part of implementation.
2. Describe ongoing training options available for functional and technical users.

**Evaluation Question(s) – Support Questions**

1. Supply your firm’s mission statement or policy regarding customer satisfaction and support.
2. Explain what type of documentation, or help system, is included with this solution. Describe all documentation available online to IT support staff.
3. Is there a customer portal available for clients to report issues and obtain information via a knowledge base? Is the knowledge base available within the product’s back office?
4. Describe your incident, request and problem management processes. Describe these processes in terms of how the client submits a request, such as thru a service desk or website, and how you respond, thru resolution. What is the standard wait time for an initial response? Provide an example.
5. What is the process for an emergency, e.g. system down, from notification through resolution?
6. What services or events do you offer clients to maximize or leverage the features/functionality of the solution?
7. Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs? What is the ongoing relationship between the account manager, support, and the product developers?
8. What is the process if a portion of the solution’s functionality does not meet the specific needs of the University after implementation, i.e. how would you proceed to “fix” the problem?
9. Describe your approach to ensuring and monitoring system performance. Do you provide dashboards showing system performance and health?
10. Please provide a sample Service Level Agreement (SLA) related to your services.

**Evaluation Question(s) – Reporting Questions**

1. Does the system offer a set of delivered reports?
   1. Please describe, specifically identifying the most commonly used reports
   2. Provide examples/screen shots of delivered reports of various types.
   3. Are the delivered reports customizable?
   4. Are delivered reports customizable by end users or only IT users? What skills are needed to modify reports?
2. Describe any dashboards the system may offer.
   1. Describe and provide screenshots of this solution’s BI visualization tool capabilities.
   2. Describe, or provide examples/screen shots of, options for dashboard content.
   3. Are they customizable, and if so, in what ways?
   4. Can different users set up different dashboard content?
3. Describe in detail how the system can be used to generate ad-hoc and customized reports.
   1. What is the skill set needed to generate reports?
   2. Can data from other databases be incorporated into these reports and if so how?
   3. Can reports be run by user specified fields, i.e. date ranges?
   4. If SaaS/hosted solutions, describe how the UMS can query any associated database.
4. Can reports be scheduled to run automatically and emailed to specific individuals, or groups of individuals? Please explain.
5. Does the product have the ability to export data into a spreadsheet/database for querying and reporting?
   1. Explain the methods by which this may be accomplished.
   2. List the data export formats that this solution supports (e.g. tsv/csv, Microsoft Excel, XML, HTML, proprietary format, etc.)
   3. List all systems and tools that this solution successfully integrates (e.g., Microsoft Excel, Microsoft Access, Oracle RDBMS, etc.), including the level of integration?

### **Appendix H – Solution Requirements Matrix**

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

* **YES** - This response indicates the Respondents’ solution includes the requirement.
* **PARTIAL** – This response indicates the Respondents’ solution meets the requirement partially.
* **NO** – This response indicates the Respondents’ solution does NOT include the business functionality noted in the requirement.

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

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

**Refer to RFP**

* **05 - 2023-065-RFP-IT-AppendixH--SolutionRequirements**

### **Appendix I –** **Evaluation – Compliance Requirements (Accessibility & Information Security) Requirements (Updated 03/17/2022)**

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

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

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

**Evaluation Question(s) – Information Security and Accessibility Standards Compliance**

1. The University requires all respondents to complete the Educause-created Higher Education Community Vendor Assessment Tool (HECVAT) if any of the following are true:
   1. Your solution is cloud-based, Software as a Service (SaaS) or hosted on any system that is not operated by the University of Maine System
   2. Your solution involves any sensitive data transmitted, stored, processed, or accessed by the bidder or a contractor of the bidder (including consultants)
   3. The solution includes any human interface(s), such as an end-user device software component, web site or page, video or audio playback, file upload, mobile device apps, etc., or produces, includes or relies on electronic materials such as documents, PDFs, email, etc.
2. The [HECVAT can be found at the Educause website](https://library.educause.edu/resources/2020/4/higher-education-community-vendor-assessment-toolkit).
3. When completing the HECVAT, the HECVAT Full must be completed (and not the HECVAT Lite) when any of the following conditions apply:
   1. The solution includes providing consulting services.
   2. The data transmitted, stored, processed or accessed includes protected health information (PHI) or any data covered by the Health Insurance Portability and Accountability Act (HIPAA),
   3. The solution involves processing credit or debit card payment transactions.
4. The HECVAT submitted must be a HECVAT version 3.0 or higher even if you have previously completed an earlier version.
5. The completed HECVAT must be submitted electronically in the original Excel file format.
6. To ensure equal opportunity for persons with disabilities, if the solution includes an end-user device software component, web site or page, video or audio playback, file upload, mobile device apps, etc., or produces, includes or relies on electronic materials such as documents, PDFs, email, etc., then provide a full completed Accessibility Conformance Report based on the [Voluntary Product Accessibility Template, available at www.itic.org](https://www.itic.org/policy/accessibility/vpat), version 2.4 or newer (either “VPAT 2.4 REV WCAG” or “VPAT 2.4 REV 508”). All VPAT sections, except “Instructions” must be present and completed, such as date of assessment, contact name, methods used, etc. The completed VPAT must be machine readable, e.g., scanned copies, or a link to an online VPAT, are not acceptable.
7. If the solution involves processing credit or debit card payment transactions,  provide your latest attestation of compliance (AoC) or Report on Compliance (RoC), and answer these questions:
   1. Do you intend to use your merchant account, or a University merchant account?
   2. Does your proposed solution provide for e-commerce and if so, is a shopping cart functionality hosted on a University website, your website, or a third party website?
   3. Does your proposed solution provide for card-present or card-not-present transactions and if so describe the methods and include a statement as to whether you include options that support P2PE-HW?
8. Include a statement that notes your acceptance to the conditions stated in **University of Maine System, Master Agreement, Rider C. Standards for Safeguarding Information,** as part of the agreement.

The University relies on the digital accessibility standards contained in [WCAG 2.1 Level AA](https://www.w3.org/TR/WCAG21/) and [Section 508](https://www.access-board.gov/ict/) of the US Federal Rehabilitation Act.

### **Appendix J – Evaluation Question(s) - Information Technology (Updated 8/14/2018)**

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

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

**Evaluation Question(s) - General Technical**

1. Please describe the technology used by your software to interact with peripherals such as printers, credit card machines, ID card cameras, ID card scanners, and more.
2. Please describe your offering as a Service (SaaS)/hosted, and/or University onsite deployment environments.
   1. If SaaS/hosted, list normal scheduled downtime frequency, standard day/time slots, etc.
3. Describe deployment instances of the environment, such as test, development and production. Are all of the instances available to the UMS? If yes, detail the types of instances and how access to these instances would be provided.
4. Identify which components of your products or services are provided by third-party technology partners. This includes OEM software, hosting, internal application network, etc.
   1. Describe the underlying technologies for the component(s).
   2. Provide the third-party technology partner(s) name(s), address(es) and contact(s).
   3. Explain additional costs or fees associated with the components.
5. Describe practices and policies related to data stored by this solution.
   1. Clarify the data ownership rights and responsibilities of the parties and provisions for the University obtaining the data as needed even if the contract is terminated.
   2. Indicate types of data stored especially if any data is protected (HIPAA, FERPA, etc.).
   3. Indicate how long data is stored or archived.
   4. Describe the technology, practices and policies you have in place that would protect the UMS data from unauthorized access and use.
6. If your solution is SaaS/hosted, provide a description of your business continuity management practice.
   1. If the software is deployed in multiple sites (data centers), how often is data synchronized between the data centers?
   2. Describe your strategies for minimizing downtime in the event of a catastrophic failure of the hosting environment(s) or components.
      1. Would the UMS experience any loss of data as a result of downtime, system problems or catastrophic failure? If so, describe the situations that could result in loss of UMS data.
      2. How much downtime should we expect for a catastrophic failure?
7. Provide a description of your change management practice for all hardware and software components.
   1. How often is the software updated and releases made available?
   2. How are we notified?
   3. Are updates and upgrades opt-in or mandatory?
   4. What provisions do you have for managing customization requested by the UMS?
   5. How are the updates accomplished?
   6. How do you ensure that the system functionality is sufficiently tested before changes go into production?
   7. What are the UMS options, roles and responsibilities for reviewing and approving changes?
8. Provide detailed information regarding browser requirements for the software proposed to meet the functionality and system requirements of this RFP, including any specific required versions and/or add-ins.
9. Describe the mobile capabilities available with the proposed solution.
   1. Indicate supported mobile platforms.
   2. Describe implementation of mobile capabilities (i.e. mobile-enabled, apps, etc.)
   3. Explain how and when mobile updates are provided.
10. While importing data from the UMS sources, does your company provide full data hygiene, including comparing several data sources, and removal of duplicate records.
11. Does your solution provide data exports for upload to the UMS systems? If so, please describe the types of information exported and the process employed.
12. Does your solution have the ability to automate data importing and exporting?
13. Does this solution come with a comprehensive data dictionary of the database?
14. Describe the ability to add fields and tables to the database for University needs.
15. Do you plan to offer a solution to integrate with an Identity Management System?
    1. If so, describe how you deliver this solution.
    2. Does your solution offer capabilities to use CAS or Shibboleth for Single Sign-On (SSO)? If not, then what do you offer?
    3. Describe your SSO implementation requirements.
    4. Do you deliver an API that would allow for the remote management of user authorization data? If so, describe how you deliver this solution.
16. Describe the ongoing functions to be performed by the University systems administrator and applications administrator?
17. What is the maximum number of concurrent users logged in simultaneously your system can support? Describe how your system defines concurrent users.

**Evaluation Question(s) – Technology Implementation Questions**

1. What release/version are you proposing for the University of Maine System and when is the next release/version due out?
2. Explain how patches or updates released during implementation would be handled. Describe the change management process.
3. Please provide a roadmap of your hardware/software solutions that reflects their present states as well as future states for at least the next 18 months.

**Technical Interface Data Exchange Requirements**

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

1. Transfer of data will ONLY be accomplished using secure methods such as, but not limited to HTTPS, SCP, SFTP. Proposers must provide secure file transfer solutions and may recommend alternative processes if they would be beneficial to the UMS. Any alternatives must be described in detail and are subject to the UMS's approval. For all proposed methods of transmission, the Proposers must provide the technical requirements for establishing each method and processing transactions, a detailed description of security and authorization processes and requirements, including forms, delegation options, encryption or authentication requirements, and devices or digital certificates, alternatives available if a standard transmission method should fail, and disclose any software limitations on file sizes or numbers of records in a batch.
2. UMS prefers that whenever possible data is encrypted via PGP/GPG at rest and only decrypted when needed during processing.
3. All responses to the requirements should reflect delivered, or out-of-the-box, functionality. Respondents MUST indicate if system modification, additional products or Respondent's, costs or if any other accommodation would be necessary to meet a requirement.

**Evaluation Question(s) – Technical Interface Data Exchange**

1. Please indicate your acceptance and compliance with the high-level Interface Data Exchange Requirements outlined above, including your understanding that the Interface Data Exchange may require additional requirements definition and that your proposed solution considers this task and the resulting work in-scope. Indicate any areas of noncompliance or other concerns with these requirements.
2. Detail what security protections for the Interface Data Exchange are afforded by the solution proposed?
3. Does your solution support needs for sharing and linking data with other applications and databases?
4. If the proposed solution offers an online payment option, it is strongly preferred that it interfaces seamlessly with the University’s payment card processor “TouchNet Payment Gateway” or “TouchNet Bill Plus Pay”.
   1. Is the proposed solution an existing TouchNet Ready Partner?
   2. If not an existing TouchNet Ready Partner:
      1. Are you willing to integrate with the TouchNet platform at your expense? A time frame for accomplishing this integration must be provided.
      2. If you are proposing a different solution:
         1. Does the solution currently have an existing website for accepting payments? If so, please provide that URL and assurances that it is PCI-DSS compliant.
         2. Does this solution use a third party application for accepting payments? If so, who is the third party service provider of the application, and provide assurance that the application is PA-DSS compliant.
         3. Does the payment processing solution integrate with an Identity Management System? If so, describe how.
5. Although not a requirement of this proposed solution, is there an existing interface with PeopleSoft, or would a custom interface need to be developed?
6. Does your solution allow easy integration with other applications including desktop tools, for example, Microsoft Office Professional Suite (Word, Excel, PowerPoint, Access Dataset)?
7. Does your system provide for auto/mass load of new records (including ID records), matching on IDs where necessary (non-ID records) to obtain data from external sources? Users MUST be able to perform the load, preview it online, and set additional rules before committing it to the database. It is preferable that a wizard or other user aid be available for this purpose. Some "uploads" may be updating existing records.