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

Naval Architecture and Marine Engineering Services

RFP #2024-024

Issued Date: August 25, 2023

Response Deadline Date/Time: September 8, 2023, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: Naval Architecture and Marine Engineering Services - RFP#2024-024

Response Contact Information:

Strategic Sourcing Manager (SSM): Derek Houtman
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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions
The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as “Multi-Institution”.

1.1.2 Background

Overview
Established in 1968, the University of Maine System (UMS) unites six distinctive public universities, comprising 10 campuses and numerous centers, in the common purpose of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

Campus thumbnails

University of Maine
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.

1.1.3 Purpose
The University of Maine is seeking responses to provide Naval Architecture and Marine Engineering services as defined in this document to support sponsored research work through the Office of Naval Research. 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.

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUBZone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women’s Business Enterprise (WBE).

Though this document is primarily for the 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
The University intends to enter into a Master Agreement with the selected respondent(s). Specific scope, including specific requirements and cost, shall be negotiated after an award is made, during contract negotiations. Respondents may be required to comply with multiple DFARS flow-down clauses including the ability to send, receive, generate, and store Controlled Unclassified Information (CUI). A strong preference will be given to respondents with prior and current Department of Defense contract performance experience.

The University of Maine is seeking two separate categories of services: naval architecture and marine engineering. Respondents may be considered for either or both categories of services. UMaine also requests that respondents provide on-site and/or off-site staff augmentation services.

Naval Architecture
1. Concept, preliminary, and contract design services for vessels 20-80 ft. LOA including:
   a. Hull form design
   b. Hydrostatics
   c. Arrangements
   d. Structural analyses
   e. Powering
   f. Intact and damaged stability
   g. Seakeeping analyses
2. Expertise in design for composite construction
3. Familiarity with compliance with design codes (ABS, DNV, USCG CFR, ISO).

Marine Engineering
1. Hull, mechanical, and electrical (HM&E) design services
2. Experience with and ability to design hybrid diesel-electric drive systems for vessels 20-80 ft. LOA.
3. Proven capability delivering HM&E design services for US Department of Defense vessel platforms.

Respondents may be required to travel to support meetings and reviews at University of Maine facilities, government facilities, or other commercial/industrial partner locations. Examples of work and references for work performed for DoD prototypes and platforms is highly encouraged. Examples of recreational vessels with composite construction are also encouraged.

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](http://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, Executive Director of Strategic Procurement & Services 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

<table>
<thead>
<tr>
<th>Reference Section</th>
<th>Event Name</th>
<th>Event Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section 1.2.2</td>
<td>Deadline for Written Inquiries/Questions</td>
<td>August 29, 2023</td>
</tr>
<tr>
<td>Section 1.2.2</td>
<td>Response to Written Inquiries/Questions (subject to change)</td>
<td>August 31, 2023</td>
</tr>
<tr>
<td>Section 1.2.2</td>
<td>Deadline for Proposal Submission</td>
<td>September 8, 2023</td>
</tr>
<tr>
<td>Section 1.3.8</td>
<td>Estimated Respondent Presentation/Interview Date (subject to change)</td>
<td>September 13 – September 15, 2023</td>
</tr>
<tr>
<td>Section 2.2</td>
<td>Award Announcement (subject to change)</td>
<td>September 22, 2023</td>
</tr>
<tr>
<td></td>
<td>Estimated Agreement Start Date (subject to change)</td>
<td>October 2, 2023</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

1.3.8 Response Submission
A SIGNED virus-free electronic copy must be submitted as follows:
- The response must be received electronically to the E-Mail shown in the Response Submission Information section of the cover page of this document.
- Electronic submission must be received by the required Response Deadline Date/Time reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the Response Submission Information section of the cover page of this document to include: Submission 1 of X (‘X’ representing the number of files being submitted).
2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

The score will be based on a 100-point scale and will measure the degree to which each response meets the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Appendices</th>
<th>Category</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix C</td>
<td>Cost Evaluation</td>
<td>20</td>
</tr>
<tr>
<td>Appendix D &amp; D1</td>
<td>Master Agreement</td>
<td>10</td>
</tr>
<tr>
<td>Appendix E &amp; F</td>
<td>Organization, Qualifications and References</td>
<td>40</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Experience and Examples</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

\[
\text{Points} = \left( \frac{\text{Lowest submitted cost response}}{\text{cost of response being scored}} \right) \times \text{Points}
\]

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.

2.1.2.2 Master Agreement (Appendix D and D1)

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


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 D1 – 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 E – Organization Reference Form
   3.2.4.3 Insert Appendix F – Evaluation Question(s) – Organization and Qualifications
   3.2.4.4 Insert Appendix H – Evaluation Question(s) – Examples and Experience
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 # 2024-024
Naval Architecture and Marine Engineering Services

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 # 2024-024
Naval Architecture and Marine Engineering Services

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.
INSTRUCTIONS FOR - Exhibit 1 (Table 1) - 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.

**Name** – Name of employee.

**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.

<table>
<thead>
<tr>
<th>#</th>
<th>Name/Role of Individual/Position Title</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<tr>
<td>9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>List explanations and assumptions here;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>-</td>
<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>
UNIVERSITY OF MAINE SYSTEM
MASTER AGREEMENT

This Master Agreement ("Agreement" or "Master Agreement") entered into this _____ day of __________, ____, by and between the University of Maine System, hereinafter referred to as the "University", and ____________________________________, hereinafter referred to as "Contractor".

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

Rider A - Specifications of Work to be Performed
Rider A-1 – Pricing
Rider B – Insurance Requirements
Rider C – University of Maine System Standards for Safeguarding Information
Rider D – Services Engagement Form
Rider E – DFARS/FARS Clauses

Contract Amendments as required

Request for Proposal #2024-024 Issue Date August 25, 2023 Titled Naval Architecture and Marine Engineering Services
Contractor's Bid in Response to Request for Proposal #2024-024

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.

2. Term: This Contract shall commence on October 1, 2023 and shall terminate on September 30, 2028, unless terminated earlier as provided in this Contract.

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. Reimbursement for travel:

_X___ Contractor will be reimbursed for pre-approved travel, lodging and meals.

C. “Additional Services” The University will have the option to purchase additional services under this Agreement.

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:** Kyle Warren 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: sourcing@maine.edu

   **To Contractor:**
   Company Name:
   Contact Name:
   Address:
   Phone Number:
   Fax Number:

24. **Invoices**: Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

   University of Maine System
   Accounts Payable
   PO Box 3955
   Scranton, PA 18505

   Phone: 207-581-2695
   Fax: 207-581-2698
   Invoice Submission Email: UMAP@maine.edu
   Invoice Inquiries: 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**
26. Multi-Institution Capabilities  University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

The Community College System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off of the University’s contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

27. Smoking Policy
The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:  
BY: __________________________  
(signature)  
Name:___________________________  
(print or type)  
Title: ___________________________  
Address: _________________________  

FOR THE CONTRACTOR:  
LEGAL NAME: _____________________  
BY: ___________________________  
(signature)  
Name: ___________________________  
(print or type)  
Title: ___________________________  
Address: _________________________  

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 Executive Director of Strategic Procurement & Services, 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.

**RIDER A**

**SPECIFICATIONS OF WORK TO BE PERFORMED**

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

**INTENT AND PURPOSE**

Entered during contract negotiations.

**PRODUCT SCOPE OF WORK:**

Entered during contract negotiations.
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 and a pro-rated refund of fees paid by the University.

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

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

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

9. Environment Compliance: In the event this Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali’s, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor 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 this Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any are of responsibility not attributable to Contractor.
RIDER A-1
PRICING

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

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

<table>
<thead>
<tr>
<th>#</th>
<th>Insurance Type</th>
<th>Coverage Limit</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Commercial General Liability, including Product's and Completed Operations</td>
<td>$1,000,000 per occurrence or more</td>
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<td></td>
<td>(Written on an Occurrence-based form)</td>
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<tr>
<td></td>
<td>(Bodily Injury and Property Damage)</td>
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</tr>
<tr>
<td>2</td>
<td>Vehicle Liability (Including Hired &amp; Non-Owned)</td>
<td>$1,000,000 per occurrence or more</td>
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<tr>
<td></td>
<td>(Bodily Injury and Property Damage)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Workers Compensation (In Compliance with Maine and Federal Law)</td>
<td>Required for all personnel</td>
</tr>
<tr>
<td>4</td>
<td>Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)</td>
<td>$1,000,000 per occurrence or more</td>
</tr>
<tr>
<td>5</td>
<td>Cyber Liability Insurance (If PII or PHI is stored on systems managed by the provider, the coverage is mandatory.)</td>
<td>$1,000,000 per occurrence or more</td>
</tr>
<tr>
<td>6</td>
<td>Marine General Liability (Any maritime or marine services)</td>
<td>$1,000,000 per occurrence or more</td>
</tr>
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</table>

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

University of Maine System Agreement #__________ Agreement Date: ____________

This Services Engagement is entered into as of the date of the last signature provided between ___________________________________ ("Contractor") and _______________________________ ("Institution").

This Services Engagement shall be governed by the terms and conditions of the Master Agreement identified in this form. This form may not amend any terms or conditions of the Master Agreement other than to express an institution’s engagement with the Contractor.

This Service Engagement Form when fully executed by the Parties’, provides authorization to engage for the following services, products and/or licenses, identified and as offered in Agreement Rider A & A-1:

<table>
<thead>
<tr>
<th>SERVICES / PRODUCTS / LICENSING</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Term and Agreement Rider A-1 pricing must be specified below):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institution</td>
</tr>
<tr>
<td>By: ______________________</td>
</tr>
<tr>
<td>Name: ____________________</td>
</tr>
<tr>
<td>Title: ____________________</td>
</tr>
<tr>
<td>Date: ____________________</td>
</tr>
<tr>
<td>Contractor</td>
</tr>
<tr>
<td>By: ______________________</td>
</tr>
<tr>
<td>Name: ____________________</td>
</tr>
<tr>
<td>Title: ____________________</td>
</tr>
<tr>
<td>Date: ____________________</td>
</tr>
</tbody>
</table>

**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.

<table>
<thead>
<tr>
<th>SIGNATURES:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Director of Strategic Procurement &amp; Services or Designee</td>
</tr>
<tr>
<td>By: ______________________</td>
</tr>
<tr>
<td>Name: ____________________</td>
</tr>
<tr>
<td>Title: ____________________</td>
</tr>
<tr>
<td>Date: ____________________</td>
</tr>
<tr>
<td>Chief Financial/Business Officer or designee</td>
</tr>
<tr>
<td>By: ______________________</td>
</tr>
<tr>
<td>Name: ____________________</td>
</tr>
<tr>
<td>Title: Chief Financial/Business Officer or designee</td>
</tr>
<tr>
<td>Date: ____________________</td>
</tr>
</tbody>
</table>
RIDER E

FAR Clauses which Flow Down from University to Contractor

Contractor shall comply with the following terms and clauses of the UMaine Prime agreement N00014-22-C-1086 if applicable:

C2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and,

ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

C.5. NCIS/Industry Monitoring
a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.

b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.

c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

Section C. ONR- Acknowledgement of Sponsorship

(a) As used in DFARS 252.235-7010, 'Acknowledgement of Support and Disclaimer,' "material" also includes but is not limited to, news releases, letters to the editor, articles, abstracts, manuscripts, brochures, advertisements, photos, films, videos, slides, charts, graphs, drawings, speeches, trade association meetings, symposia, etc.

(b) Nothing in the foregoing shall affect compliance with the requirements of the clauses of this contract entitled "Disclosure of Information" (252.204-7000) and "Security Requirements" (FAR 52.204-2 and Alternate I) if such clause is a part of the contract.

(c) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

Section C. ONR- Research Does Not Involve Human Subjects, Animals, or Recombinant or Synthetic Nucleic Acid Molecules

The work to be performed under this contract, including any related subcontracts, does not include research involving human subjects, animals, or recombinant or synthetic nucleic acid molecules. If the Contractor or any of its subcontractors intends to perform work under this contract involving human subjects, animals, or recombinant or synthetic nucleic acid molecules, such work may not commence unless and until all required approvals have been obtained (e.g. HRPO review for human subject research) and the Contracting Officer has issued a written modification to the contract adding the new work to the statement of work and incorporating as applicable DFARS 252.235-7004, DFARS 252.235-7002, and National institutes of Health guidelines. The Government will not reimburse or otherwise pay for work performed in violation of this requirement.
I. DFARS clauses:
   a. 252.204-7000 Disclosure of Information (OCT 2016)
   b. 252.204-7012 Safeguarding covered defense information and cyber incident reporting. (DEC 2019)
   c. 252.235-7010 'Acknowledgement of Support and Disclaimer

II. DFARS Deviation:

III. FAR clauses:
   a. 52.204-2 Alternate I Security Requirements
   b. FAR 52.203-14 Display of Hotline Poster(s). (NOV 2021)
   c. FAR 52.216-7 Allowable Cost and Payment. (AUG 2018)
   d. FAR 52.222-35 Equal Opportunity for Veterans (JUN 2020)(38 U.S.C. 4212(a))
   e. FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)
   f. FAR 52.227-11 Patent Rights-Ownership by the Contractor. (MAY 2014)
   g. FAR 52.230-5 Cost Accounting Standards - Educational Institution. (JUN 2020)
   h. FAR 52.244-2 Subcontracts. (JUN 2020)
   i. FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services. (JAN 2022)
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.

<table>
<thead>
<tr>
<th>#</th>
<th>Language Reference (RFP Appendix A)</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Section 2 Requirement:</strong> Modify the term and renewals set in the RFP Appendix A or exercise any renewal option without “parties’ mutual written agreement”.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Term</td>
<td>This Agreement shall commence on October 1, 2023 and shall terminate on September 30, 2023, unless terminated earlier as provided in this Contract with option for additional renewals upon the parties’ mutual written agreement.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Respondent Exception:</strong></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>#</th>
<th>Language Reference (RFP Appendix A)</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Section 4 Requirement:</strong> Agree to termination language other than what is provided here in Section 4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Termination</td>
<td>The <strong>Agreement or a Services Engagement (Rider D)</strong> 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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Respondent Exception:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Language Reference (RFP Section 3.0)</td>
<td>Agreement Language / Requirement</td>
<td>Agree</td>
<td>Disagree</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>Section 5 Requirement:</strong></td>
<td>Agree to termination language that does not provide clarifications concerning parties’ obligation upon termination.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Obligations Upon Termination</td>
<td>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.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Respondent Exception:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Section 13 Requirement
Waive any statutory or constitutional immunity, this includes Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).

<table>
<thead>
<tr>
<th>Language Reference (RFP Section 3.0)</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Applicable Law</strong></td>
<td>This Agreement shall be governed and interpreted according to the laws of the State of Maine</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Respondent Exception:**

### Section 13 Requirement
Pay attorneys' fees, costs, expenses or liquidated damages

### Section 17 Requirement
Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement.

<table>
<thead>
<tr>
<th>Language Reference (RFP Section 3.0)</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Entire Agreement</strong></td>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Respondent Exception:**

### Section 21 Requirement

<table>
<thead>
<tr>
<th>Language Reference (RFP Section 3.0)</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Confidentiality</strong></td>
<td>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.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Respondent Exception:**
### 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:**

<table>
<thead>
<tr>
<th>#</th>
<th>Language Reference (RFP Section 3.0)</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
</table>

### Requirement:
Decrease insurance type coverage limits. *(Agreement Rider B)*.

**Respondent Exception:**

<table>
<thead>
<tr>
<th>#</th>
<th>Language Reference (RFP Section 3.0)</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
</table>

### Appendix E
Federal Contract Flow-Downs

**Requirement:** Agree to contract federally required flow downs. This is required for consideration.

<table>
<thead>
<tr>
<th>#</th>
<th>Agreement Language / Requirement</th>
<th>Agree</th>
<th>Disagree</th>
</tr>
</thead>
</table>

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 customers supporting Department of Defense contracts/deliverables. The University can accept Distribution D/CUI as part of this request through secure file transfer methods.

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).

<table>
<thead>
<tr>
<th>REFERENCE #1</th>
<th>Institution/Company Name</th>
<th>Contact Name</th>
<th>Contact Title</th>
<th>Contact Phone Number</th>
<th>Contact eMail Address</th>
<th>Relationship Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>REFERENCE #2</td>
<td>Institution/Company Name</td>
<td>Contact Name</td>
<td>Contact Title</td>
<td>Contact Phone Number</td>
<td>Contact eMail Address</td>
<td>Relationship Length</td>
</tr>
<tr>
<td>REFERENCE #3</td>
<td>Institution/Company Name</td>
<td>Contact Name</td>
<td>Contact Title</td>
<td>Contact Phone Number</td>
<td>Contact eMail Address</td>
<td>Relationship Length</td>
</tr>
<tr>
<td>REFERENCE #4</td>
<td>Institution/Company Name</td>
<td>Contact Name</td>
<td>Contact Title</td>
<td>Contact Phone Number</td>
<td>Contact eMail Address</td>
<td>Relationship Length</td>
</tr>
</tbody>
</table>
Appendix F – Evaluation Question(s) – Organization and Qualifications

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 parent organization(s).

2. Please provide the following information about Department of Defense contracts that you have performed on in the past 3 years; contract number, award title, government point of contact.

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

4. 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.

5. Please describe your approach to new vessel design in a step-by-step manner including the software tools that you use for each portion and phase of design.

6. Financial Stability
   No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.
Appendix G – Evaluation Question(s) – Examples and Experience

Respondent’s Organization Name: ______________________________________________

**INSTRUCTIONS** Respondents must provide examples of similar work they’ve completed. Respondent’s may respond to one or both of the requests below.

1. Provide examples of Naval Architecture work that you have completed. To the extent possible for each example, provide a general description of the vessel, principal particulars, construction method, design codes used, and images or renderings of the vessel. Include any additional relevant information related to the example for evaluation.

2. Provide examples of Marine Engineering work that you have completed. To the extent possible for each example, provide a general description of the vessel, systems designed, and speak to the complexity of the system. Consideration should be given to electric and hybrid diesel/electric drive and power distribution systems. Platforms with unique systems needs should also be included if possible. Include any additional relevant information related to the example for evaluation.