



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS

Defined Contribution Investment Consulting Services
University of Maine System

RFP # 07-13

ISSUE DATE:
August 23, 2012

PROPOSALS MUST BE RECEIVED BY:
October 4, 2012

DELIVER PROPOSALS TO:

University of Maine System
Office of Strategic Procurement
Attn: Hal Wells
16 Central Street
Bangor, ME 04401

SECTION ONE

1.0 GENERAL INFORMATION:

This Request for Proposals (RFP) defines the scope of services sought, provides instructions for submitting proposals, the procedures and criteria by which a vendor may be selected, and related requirements and contractual terms.

1.1 Introduction to the University of Maine System (UMS) and the Investment Committee:

UMS is a body politic and corporate and an instrumentality and agency of the State of Maine and is exempt from income taxes under 501(c)(3) of the Internal Revenue Code. It is a comprehensive public institution of higher education serving nearly 41,000 students annually and is supported by the efforts of nearly 5,000 full and part-time employees. UMS consists of the following seven universities and a central administrative office (System Office) which is located in Bangor, Maine.

University of Maine (UM)	University of Maine at Machias (UMM)
University of Maine at Augusta (UMA)	University of Maine at Presque Isle (UMPI)
University of Maine at Farmington (UMF)	University of Southern Maine (USM)
University of Maine at Fort Kent (UMFK)	

The Board of Trustees, in consultation with the Chancellor, is the governing and planning body of the University. The Investment Committee of the Board of Trustees is responsible for establishing investment policies and is comprised of eight gubernatorial-appointed voting members and three non-voting members. The Committee currently provides fiduciary oversight to endowment, pension, and operating funds working with an investment consultant, New England Pension Consulting (NEPC).

Additional information about UMS may be located at: <http://www.maine.edu/>

1.2 Definition of Parties: The University of Maine System will hereinafter be referred to as the "University". Respondents to the RFP shall be referred to as "bidder(s)". The bidder to whom the Contract is awarded shall be referred to as the "Contractor".

1.3 Defined Contribution Plan Overview: The University, a governmental, non-ERISA employer offers a Defined Contribution (DC) Plan to its employees in accordance with Sections 403(b) and 457(b) of the Internal Revenue Code (IRC). The University is soliciting proposals from qualified firms to provide investment consulting and related services for its DC plan. The University has had the DC plan in place since 1961 and there are approximately 4,800 participating employees. Monthly contributions for both the employer and employee are approximately \$3.2 million. Total assets in the DC plan are approximately \$1 billion. The University currently offers the following four vendor options to participants: TIAA-CREF, ING, Fidelity, and VALIC with a combined investment menu offering of over 300 choices. Over 90% of DC plan assets under management are with TIAA-CREF and approximately 96% of all DC pension plan monthly contributions are remitted to TIAA-CREF.

1.4 Evaluation Criteria: Proposals will be evaluated on many criteria deemed to be in the University's best interests, including, but not limited to:

- Responsiveness and thoroughness of the proposal
- Experience with similar engagements
- Approach to the assignment
- Levels of certification/experience of personnel who will provide the service
- Pricing

1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or

clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made to: Hal Wells
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401
(207) 973-3302
hcwells@maine.edu

- 1.6 Award of Proposal:** Presentations may be requested of two or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all proposals, in whole or in part, and is not necessarily bound to accept the lowest cost proposal if that proposal is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action.
- 1.7 Award Protest:** Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.
- 1.8 Confidentiality:** The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and an award has been made. At that time, the winning proposal will be available for public inspection. 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 of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.
- 1.9 Costs of Preparation:** Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment:** Submission of a signed proposal 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.
- 1.11 Proposal Understanding:** By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity:** Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Specification Protest Process and Remedies:** If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of

Strategic Procurement. 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 bid opening date and time. 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. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #07-13

- 1.14 Proposal Submission:** A **SIGNED** original and ten **(10) copies** of the proposal must be submitted to the Office of Strategic Procurement, University of Maine System, 16 Central Street, Bangor, Maine 04401, in a sealed envelope by Thursday, **October 4, 2012**, to be date stamped by the Office of Strategic Procurement in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date
RFP #07-13

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 Contract Administration:** Tracy Elliott, Director of Finance and Controller, shall be the University's authorized representative in all matters pertaining to the administration of this Contract.
- 2.2 Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, 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 Contract Documents.
- 2.3 Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Contract Administrator. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 Contract Term:** The Contract term shall be for a period of seven (7) years commencing in calendar year 2012. With mutual written agreement of the parties this Contract may be extended for three (3) additional one-year periods.
- 2.5 Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.6 Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.7 Cancellation/Termination:** If the Contractor defaults in its agreement to provide service to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within one (1) month, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Except for such cancellation for cause by the University, either the University or the Contractor may terminate this Contract by giving thirty (30) days advance written notice to the other party. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.
- 2.8 Clarification of Responsibilities:** If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Office of Strategic Procurement.
- 2.9 Litigation:** This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine.
- 2.10 Assignment:** Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.

- 2.11 Equal Opportunity:** In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.12 Independent Contractor:** Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.13 Sexual Harassment:** The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from the Director of Equity and Diversity, (207) 973-3372.
- 2.14 Indemnification:** The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.15 Contractor's Liability Insurance:** During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel
4. Professional Liability (Errors and Omissions)	\$5,000,000
5. Crime Insurance or Bond	\$5,000,000

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:
Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

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.

As additional insured and certificate holder, the University should be included as follows:
University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.16 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 compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.17 Gramm Leach Bliley (GLB) Act (Confidentiality of Information):** The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.18 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 Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.19 Payments:** Payment will be upon submittal of an invoice to the address shown on the Purchase Order by the Contractor on a Net 30 basis unless discount terms are offered. Invoices must include a purchase order number. The University is using several, preferred methods of payment: Bank of America's ePayables or PayMode electronic payment systems. Please indicate your ability to accept payment via any or all of these methods.
- 2.20 Conflicts of Interest:** Bidders must disclose any potential conflicts of interest.

SECTION THREE

3.0 SCOPE OF SERVICES / MINIMUM QUALIFICATIONS:

- 3.1** The University is looking for a firm that has assisted other 403(b) and 457(b) clients, including higher education clients and clients in a union environment, in structuring similar programs.
- 3.2** The Contractor will guide the University through development of a new approach related to investment offerings and oversight for the University's \$1 billion DC plan. As part of this process, the University will provide the Contractor with a copy of TIAA/CREF's recent analysis of the University's investment menu and related suggestions as well as an analysis of fund fees. The Contractor will help the University understand its investment menu options including opportunities and risks and will make recommendations. The Contractor must have the experience and knowledge to guide us through this transition, to advise and assist us in:
- Improving our fiduciary oversight of the DC plan.
 - Developing an investment policy.
 - Reviewing and restructuring investment offerings; reducing the number of offerings from over 300 to an appropriate number.
 - Improving participants' investment outcomes by ensuring investment offerings allow for proper diversification, are of appropriate quality, and that fees are reasonable.
 - Providing ongoing oversight including but not limited to monitoring of investment offerings and related fees charged to participants, and assisting with replacement of investment offerings when appropriate.
 - Reporting to the Investment Committee of the BOT (likely quarterly) and with other advisory committees (perhaps semiannually) regarding the above matters.
 - Any improvements that should be made regarding the University's third party record keeping relationships including improvements to the current scope of services.
 - Ensuring any record keeper and/or menu changes are done smoothly.
- 3.3** The Contractor must have experience with and the capability to perform asset allocation studies, advise on investment policy development, perform manager searches and evaluation across the range of asset classes, monitor and measure manager/investment performance, provide periodic reporting to the Investment Committee and other advisory committees, and to perform research on capital markets, investments, and managers.
- 3.4** The Contractor must agree in writing to serve as a fiduciary to the Board of Trustees of the University of Maine System.
- 3.5** The Contractor must have a sizable client base and consult on public higher education clients with 403(b) plans in a similar capacity and with a similar dollar scope as the University's.
- 3.6** The Contractor should have an aggregate of at least \$20 billion under advisement.
- 3.7** The Contractor's lead consultant assigned to this account must have a minimum of ten years relevant substantial investment experience. Relevant experience includes serving as an investment consultant for institutional clients, serving as the chief investment officer of a large institutional fund, and similar significant experience.
- 3.8** The University prefers that bidders have no ownership of, or association with, brokerage firms, investment management companies, or investment banking companies.
- 3.9** The Contractor may be required to meet with and explain its work and recommendations to an advisory committee including representatives of bargaining units. Ability to communicate complex topics clearly and to establish credibility with a diverse group are important characteristics for this aspect of the work.

SECTION FOUR

4.0 PROPOSAL CONTENT:

Bidders shall ensure that all information required herein is submitted with the proposal. 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 proposal or rescission of an award. Bidders are encouraged to provide any additional information describing operational abilities.

The following questions are designed to ensure some consistency of information from bidders but please provide additional responsive information as appropriate.

4.1 Business Profile:

- 4.1.1 Provide your company's principal place of business and telephone number, and the name, address, telephone number and email address of a key contact for questions associated with your proposal.
- 4.1.2 Provide a detailed history and description of your company, including year established, ownership structure, lines of business, numbers of employees, and any relevant published reports about your company.
- 4.1.3 Describe the nature of your clients and assets under advisement including:
 - How many clients your firm currently advises.
 - The average size of those clients.
 - The dollar value of all assets under advisement by the nature of the plans/funds:
 - 403(b) and 457(b) plan assets
 - Other defined contribution plans
 - Defined benefit plans
 - Endowment funds
 - Operating funds
 - Other
 - How many 403(b) clients your firm advises, the numbers of participants, and the associated dollar size of the assets under advisement. This may be provided in summary form.
 - A breakdown and number of 403(b) clients by type such as:
 - Higher Education
 - Healthcare
 - Religious & Nonprofit
 - Other
- 4.1.4 How long has your company provided consulting services for 403(b) plans?
- 4.1.5 How many clients have you added over the last three years?
- 4.1.6 How many clients have you lost over the last three years?
- 4.1.7 Is your firm affiliated with an insurance or investment company? If so describe in detail.
- 4.1.8 Disclose any conflicts of interest or potential conflicts of interest.
- 4.1.9 List any third party providers to retirement plans with whom you have a contractual relationship.
- 4.1.10 Is your company seeking to acquire, be acquired or merge with another entity?

4.2 Personnel:

- 4.2.1 Identify the number of professionals employed by your firm and the number specifically designated for retirement consulting and investment management services and research.
- 4.2.2 Identify the depth of firm expertise related to the services requested including any legal and compliance support.
- 4.2.3 Identify the staff, years of service, education, licenses, professional certifications, and expertise of those who would be assigned to this contract.
- 4.2.4 Describe how your firm and its employees keep current with laws and plan sponsor trends and in turn keep your clients up to date? Provide examples (e.g., copy of newsletter).
- 4.2.5 How many accounts does a typical Plan Advisor/Consultant in your firm serve?
- 4.2.6 Affirm that the bidder's lead consultant to be assigned to this account has a minimum of ten years relevant substantial investment experience. (Reference Section 3.7 above).
- 4.2.7 Provide resumes for all personnel to be assigned to this account.

4.3 Bidder's Capabilities: The minimum qualifications and scope of services for this contract are outlined above. Describe what approach you would take in helping us to accomplish our objectives. We are interested in hearing about similar successful experiences and lessons learned in assisting other clients with similar objectives. The following questions are designed to ensure some consistency of information from bidders but please provide additional information as desired.

- 4.3.1 Describe the scope of the consulting work you provide to defined contribution plans.
- 4.3.2 At this time the University is not planning to search for a record keeper but may in the future. Provide a description of relevant experience you have assisting a DC plan client with such searches including the resulting transition process and outcomes.
- 4.3.3 Describe the pros and cons of implementing a sole record keeper model versus a multiple provider strategy in a DC plan.
- 4.3.4 Describe your service model in terms of deliverables and the mechanism for delivery.
- 4.3.5 Describe how you would help us evaluate our current plan design and structure an improved model.
- 4.3.6 Describe your process for helping the University design an investment menu for its participants and the ongoing due diligence related to those investment offerings including monitoring performance to benchmarks.
- 4.3.7 Describe how you assist us in measuring, evaluating, and monitoring all fund/investment fees paid by participants.
- 4.3.8 How will you ensure that our plan's investments and providers do not have any conflict of interests?
- 4.3.9 Describe any major trends within retirement plans you are currently discussing with clients.

- 4.3.10 Describe your typical approach to Investment Committee or other committee meetings including discussion items and materials provided.
- 4.3.11 Describe how your firm has assisted clients in educating or otherwise communicating with plan participants.
- 4.3.12 Describe your view of the issues and challenges of this transition and how you would assist us with managing them.
- 4.3.13 What differentiates your organization from other organizations that may submit proposals for consideration?

4.4 Investment Services:

- 4.4.1 What steps are taken if an investment is not performing as expected?
- 4.4.2 What criteria do you consider when recommending replacement of an investment offering?
- 4.4.3 What is the process for replacing an investment that is not performing as expected? Explain how these changes are made in 403(b) and 457(b) plans to be the least disruptive to participants.
- 4.4.4 How is investment risk monitored?
- 4.4.5 Provide copies of typical reports that you generate for your DC clients.
- 4.4.6 What software and research tools do you use to prepare investment research?
- 4.4.7 Describe your research capabilities and how the University would benefit from this resource.

4.5 Fiduciary Responsibility / Security / Legal:

- 4.5.1 Have your firm's fiduciary practices and/or investment support service been reviewed by an independent third party? If so, please provide results.
- 4.5.2 Has anyone initiated legal action against your company in connection with your performance of services during the last four years? If so, please describe.
- 4.5.3 Describe your practices, protective measures, and security procedures that ensure any data that will be transferred between the University, or its vendors, and your firm or its employees by electronic transmission or other means is protected and kept secure.
- 4.5.4 Has your company in the last 7 years had a breach involving client or other confidential data? If so, please provide a summary and corrective measures taken to ensure the current and future security of data.

4.6 Pricing and Scope:

- 4.6.1 The University desires that investment consulting fees be kept to a minimum consistent with the highest quality of professional service. The University prefers a set price for a defined scope of work. Please thoroughly describe pricing structure including assumed hours and hourly rates for various levels of staff. If a bidder chooses to present multiple approaches to this project, a bidder may present different prices along with the associated scope of service. As the University works through this process and its understanding of the scope of services needed, the University may ask for clarification on scope and/or pricing.

4.7 Bidder Vendor Relationships:

- 4.7.1 Do you receive any 12b-1 or other compensation from any mutual funds that are, or will be, contained in our plan and, if so, is it used to reduce our costs?
- 4.7.2 Do you or a related company have relationships with money managers or providers that you recommend, consider for recommendations, or otherwise mention to the plan for our consideration? If so, describe those relationships.
- 4.7.3 Do you or a related company receive any payments from money managers or providers you recommend, consider for recommendations, or otherwise mention to the plan for our consideration? This would include contingent commissions, additional compensation, soft dollar compensation, and marketing allowances. If so, what is the extent of these payments in relation to your other income (revenue)?
- 4.7.4 Does your firm or its employees accept or attend provider or money manager sponsored trips or conferences?

4.8 University's Professional Services Contract: For informational purposes only, a copy of the University's Professional Services Contract is attached. If you have a contract that you would prefer to use for this engagement, please include it.

4.9 Payment Method: Indicate your ability to accept electronic payments. (Section 2.19)

4.10 References: Bidders are to submit a list of three references with the proposal. These references should be current or recent clients where the **scope of work is similar to the scope described herein**. Please provide the following for each: Company Name, Address, Contact Name and Title, Phone Number and email, if available.

SIGNATURE PAGE

COMPANY NAME: _____

By: _____
(Signature)

(Print Name)

(Title)

(Phone)

(Cell Phone)

(E-mail Address)

(Date)

Attachment I

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR PROFESSIONAL SERVICES

This Contract 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".

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:

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.

2. **Term**: This Contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract.

3. **Payment** :

A. The total of **all** payments made against this contract shall not exceed \$ _____. Any expenses not listed here will not be reimbursed.

B. The University shall compensate the Contractor at the rate of \$ _____ per _____ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

C. Reimbursement for travel:

_____ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

OR

_____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

D. Other expenses (postage, printing, phone, etc.) shall not exceed \$ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

4. **Termination**: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.
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. **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.
7. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
8. **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.
9. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration**: _____ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
11. **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.

- 12. 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.
- 13. 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.
- 14. Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venturer 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. 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.
- 15. 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.
- 16. 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.

- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

22. Notices: Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

23. Insurance Requirements: From RFP 07-13, hereby incorporated by reference.

24. Signatures:

FOR THE UNIVERSITY OF MAINE
SYSTEM:

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

FOR THE CONTRACTOR:

LEGAL NAME: _____

BY: _____
(signature)

Name: _____
(print or type)

Title: _____

Address: _____

Telephone: _____

Fax: _____

Date: _____

Tax ID #: _____

Substitute Form W-9 - Taxpayer Identification Number Request & Certification

Please complete the following information. We are required by law to obtain this information from you when making a reportable payment to you.

If you do not provide us with this information, your payments may be subject to federal income tax backup withholding. Use this form only if you are a **U.S. person** (including US. resident alien.). If you are a foreign person, use the appropriate Form W-8.

Part 1 Tax Status:

Print Name: _____

Address (number, street, and apt. or suite

no.): _____

City: _____ State: _____ Zip: _____

Phone: (____) _____

Complete One:

Individual/Sole Proprietor Business Name, if different from above

Social Security Number ____ - ____ - ____

- or - Business EIN ____ - ____

Partnership EIN ____ - ____

Corporation EIN ____ - ____

Please answer questions below if you are a corporation:

1. Corporation providing legal services? **Y N**

2. Corporation providing medical services? **Y N**

Limited Liability Company EIN ____ - ____

Tax-Exempt or Not-for-Profit under § 501(C)(3) EIN ____ - ____

Government Entity EIN ____ - ____

Estate or Trust EIN ____ - ____

All other Entities EIN ____ - ____

Part 2 Exemption: If exempt from Form 1099 reporting, check here:
and circle your qualifying exemption reason below

1. An organization exempt from tax under IRC section 501(a)
2. The United States or any of its agencies or instrumentalities
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities
5. An international organization or any of its agencies or instrumentalities
6. Other: _____

Part 3 Certification:

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

Signature of U.S. person: _____ Date:
