



Administered by  
**UNIVERSITY OF MAINE SYSTEM**  
Office of Strategic Procurement

**REQUEST FOR QUALIFICATIONS**

**CONSULTING SERVICES FOR A TUITION,  
FINANCIAL AID AND MARKETS STUDY**

**RFQ #10-10**

ISSUE DATE:  
October 21, 2009

LETTERS OF INTEREST MUST BE RECEIVED BY:  
Friday, November 6, 2009

DELIVER TO:

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

## **CONSULTING SERVICES FOR A TUITION, FINANCIAL AID AND MARKETS STUDY**

The University of Maine System (UMS) desires to procure consulting services for a comprehensive review of potential markets and tuition and pricing policies for the System and its seven universities. The purpose of this study is to devise a financial model which enables the System as a whole and each university to both maximize enrollment potential and provide an accessible, affordable education to its students, consistent with and responsive to each university's role, mission and various service areas. This review will include recommendations for tuition/pricing policies for the University of Maine System and its universities.

The University of Maine System is comprised of seven universities located in Portland to the south to Fort Kent on the Canadian border, from the western mountains to downeast Maine. With a Fall headcount enrollment of over 30,000 students Systemwide, each university has a distinct mission and serves as the educational and cultural center of its community in this rural state. More information about the UMS and its universities is available at: <http://www.maine.edu>.

Each university receives a different portion of state appropriation and generates all other revenue through tuition and other sources. Although Maine has both the University of Maine System and the Maine Community College System, only 39% of Maine citizens attain college degrees. One of the key factors cited in Maine students' ability to access and complete higher education is affordability and the lack of financial assistance.

In order to achieve the broader public policy goals of increasing the college attainment rate of Maine's citizens, in all counties and within all populations, and thereby improving the economic development potential of the state, the University of Maine System must devise a financial model that examines all sources of funding in such a way that all students in all regions of the state have access to an affordable, quality education.

More information about this charge can be found within the *New Challenges, New Directions* planning currently underway <http://www.maine.edu/chancellor/NCND.php>. In addition to the broad overview of the Final Report and Implementation Plan, special attention should be given to the following documents: Arena 1: Chief Financial Officers Report, Appendix H Revenue Enhancement Workgroup and Arena 3: Task Force Report, pp. 9-14.

### **The scope of work shall include but not be limited to:**

1. Given our current and projected resources and markets, what size enrollment can the UMS (and its universities) reasonably sustain?
2. What markets offer areas of opportunity for enhanced enrollment Systemwide and what strategies might be employed to access and maximize these?
3. In order to achieve this enrollment and ensure access, affordability and quality, what recommendations can be made about tuition/pricing models and policies appropriate for the University of Maine System and its universities?
4. In order to be responsive to this strategy and support enrollment, what is the best strategic use of financial aid both as a System and individually by each university?

Firms desiring to be considered for this project should submit a letter indicating interest and the ability to start work immediately. The University of Maine System has the expectation that this project, including the delivery of a final report, would conclude by **no later than** March 1, 2010.

Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the University of Maine System, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of the contract. The System reserves the right to consider potential conflict in the selection process to include potential relationships that may affect implementation solutions.

**Ten (10) copies of the following must accompany the letter:**

1. A statement of qualifications;
2. A list of tuition/pricing consulting projects conducted in the last three years for colleges and universities similar in size and resources to the University of Maine System;
3. A profile of key personnel to be involved in the project;
4. A list of three references from colleges and universities for work performed within the last three years on projects of similar size and scope;
5. An indication of the types of information and data you would require from the University of Maine System;
6. An estimated schedule for the project.

Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 X 11 inch, letter-sized paper and be clipped together without binding.

To be considered, firms must be capable of starting work immediately following the conclusion of the selection process. Short-listed firms may be contacted to participate in on-site interviews. Firms invited for interviews will present a schedule of fees and an estimated project budget at that time.

Attached is a copy of the University's Professional Service Contract for your review. **Do not fill it out at this time; it is only for your information.** If you have a contract that you would prefer to use for this project, please include it within your materials. The firm selected for this project will be required to show evidence of, and maintain through completion of the project, all required insurance as provided for in Attachment B of the Professional Services Contract.

**All responses should be addressed to:**

**Hal Wells  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401.  
(207)973-3302, Fax (207)973-3322  
Email hcwells@maine.edu**

Letters of interest must be received prior to 5:00 p.m., **Friday, November 6, 2009.**

**FOR INFORMATIONAL PURPOSES ONLY  
DO NOT FILL OUT AT THIS TIME**

**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**
- D. \_\_\_\_\_ 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. **Nondiscrimination:** Contractor shall not discriminate and shall comply with applicable laws and University policies prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran status and to provide reasonable accommodations to qualified individuals with disabilities upon request.
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 there from, 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: Attachment B,** hereby incorporated by reference.
24. **Signatures:**

**FOR THE UNIVERSITY OF MAINE SYSTEM:**

**FOR THE CONTRACTOR:**

BY: \_\_\_\_\_  
(signature)

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

Tax ID #: \_\_\_\_\_





**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR PROFESSIONAL SERVICES  
SPECIFICATIONS OF WORK**

**ATTACHMENT A**

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR PROFESSIONAL SERVICES  
INSURANCE REQUIREMENTS**

**ATTACHMENT B**

During the term of this Contract, the Consultant shall maintain the following insurances:

<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 **
4. Processional Liability	\$1,000,000

\*Hired and Non-Owned Automobile Liability covers vehicles used by the Consultant that are not owned by the firm. This type of coverage by itself is acceptable if Consulting firm does not own any vehicles. If the Consultant is a sole proprietor with no employees, then personal auto insurance is acceptable with a limit of \$500,000; however, it must be verified that coverage extends to vehicles rented for use regarding this contract or verified that vehicles will not be rented for use in fulfilling this contract.

\*\* Workers Compensation for Sole Proprietors: The requirement for Workers' Compensation Insurance is waived if the Contractor is self-employed and not required to have Workers' Compensation Insurance under the State of Maine or other applicable state workers' compensation laws. However, the consultant is, and agrees to be, solely responsible for their own injuries and for the injuries of any employees hired during the course of the contract. The Consultant agrees to be in compliance with the State of Maine Workers' Compensation or applicable state workers' compensation laws at all times while working under the terms of this agreement.

The University of Maine System shall be named as an Additional Insured on the Commercial General Liability Insurance.

Certificates of Insurance for all of the above insurance shall be filed with the University of Maine System Office, 16 Central Street., Bangor, ME 04401 prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Acord 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:  
The University of Maine System, 16 Central Street, Bangor, ME 04401

It is the responsibility of the Consultant to assure that similar coverages are in place for all persons or companies working for the Consultant, including other consultants.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.