



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

**REQUEST FOR QUALIFICATIONS**

**INTERNATIONAL STUDENT RECRUITMENT**

**RFQ # 22-12**

ISSUE DATE:  
January 31, 2012

LETTERS OF INTEREST MUST BE RECEIVED BY:  
February 17, 2012

DELIVER TO:

University of Maine System  
Office of Strategic Procurement  
Attn: Kevin Carr – RFQ #22-12  
16 Central Street  
Bangor, ME 04401

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## **INTERNATIONAL STUDENT RECRUITMENT**

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The University of Maine System (UMS) is requesting letters of interest and qualifications from individuals and firms having expertise in recruiting well-qualified international students from around the world who will matriculate into UMS institutions. The purpose of this Request for Qualifications (RFQ) is to create a list of qualified individuals and firms from which the UMS can procure recruiting services.

The submission of information in response to this RFQ does not create any binding obligation of any nature on the UMS or the individuals or firms.

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## **INTRODUCTION TO THE UNIVERSITY OF MAINE SYSTEM**

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Established in 1968, the University of Maine System is the state's largest educational enterprise. It has an annual enrollment of more than 42,000 students and serves over 500,000 individuals annually through educational and cultural offerings. Two-thirds of its alumni—approximately 120,000 people—live in Maine. The University of Maine System features seven universities—some with multiple campuses—located across the state, as well as nine University College outreach centers, a law school, and an additional 75 interactive distance learning sites. The UMS employs approximately 5,200 regular and part-time faculty and staff, serving more than 42,000 students. To learn more about the UMS, visit <http://www.maine.edu/>.

Campuses of the UMS include:

University of Maine - Maine's land-grant and sea-grant institution

University of Maine at Augusta - Central Maine's baccalaureate and associate degree institution

University of Maine at Farmington - Maine's public liberal arts college

University of Maine at Fort Kent - Baccalaureate university in the St. John Valley

University of Maine at Machias – New England's only Environmental Liberal Arts College

University of Maine at Presque Isle - Baccalaureate education for the Northeastern region

University of Southern Maine – Maine's public, regional, comprehensive university

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## SCOPE OF SERVICES

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All individuals or firms will be expected to perform the following scope of work:

1. Publish valid, reliable and timely information as to educational opportunities in the UMS to prospective students who have the necessary educational background and motivation to matriculate to a UMS institution.
2. Assist in qualifying international students academically and financially for study in the UMS including, but not limited to, obtaining all necessary documentation needed for the UMS to issue appropriate forms or documents.
3. Ensure that student prospects are provided necessary guidance and counseling as to requirements which they must meet in order to obtain a student visa and to comply fully with associated rules and regulations.
4. Assist students accepted to the UMS with support for their travel to the United States.
5. Ensure that documents submitted on behalf of students are proper, complete and timely.
6. Help international students understand cultural differences between their home country and the United States to help those students become socially acclimated to US culture.

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## RESPONSES TO RFQ

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Individuals or firms desiring to be considered should submit a letter indicating interest and qualifications. Where possible, all materials submitted should be fully recyclable. Submissions shall be on standard 8.5 by 11, letter-sized paper. Letters of interest should be as brief and succinct as possible to demonstrate ability to meet the scope of services. **In addition, please include one (1) electronic version of all submitted materials on virus-free media (e.g., CD, flash drive, etc).**

**Four (4) copies of the following must accompany the letter:**

1. A statement of qualifications and a general statement on business philosophy and adherence to best practices.
2. Fee structure for services provided.
3. Information to show proven success at placing well-qualified international students at fully accredited public institutions of higher education in the United States. Please include years of experience and a list of existing higher education institutions in the United States for which you currently provide these services.
4. At least three references from public colleges and universities for work performed within the last three years on projects of similar size and scope.

Attached is a copy of the University's Professional Service Contract for your review. **Please be advised that the University will require the standard terms and conditions included with that contract as part of any agreement resulting from this request for qualifications.** It is not necessary to complete the contract at this time; it is for your information.

The UMS 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 UMS. Submitters may appeal the award decision by submitting a written protest to the UMS Director of Strategic Procurement within 5 business days of the date of the award notice with a copy of the protest to the awardee. The protest must contain a statement of the basis for the challenge.

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## **EVALUATION OF SUBMITTED RESPONSES**

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All responses to this RFQ, and any subsequent interviews, will be evaluated using, but not limited to, the following criteria:

1. The statement of qualifications and a general statement on your business philosophy and adherence to best practices.
2. Fee structure for services provided.
3. Proven success at placing well-qualified international students at fully accredited public institutions of higher education in the United States, including years of experience.
4. At least three references from public colleges and universities for work performed within the last three years on projects of similar size and scope.

Once responses have been evaluated, UMS will notify individuals and firms it will contact for more information. This RFQ does not create any contractual relationship between UMS and any party. UMS reserves the right to accept or reject any and all responses to this RFQ.

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**SUBMISSIONS MAILING INFORMATION AND DUE DATE**

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**All responses should be addressed to:**

**Kevin Carr  
RFQ #22-12  
Office of Strategic Procurement  
University of Maine System  
16 Central Street  
Bangor, Maine 04401.  
(207) 973-3307, Fax (207) 973-3322  
Email [kevin.carr@maine.edu](mailto:kevin.carr@maine.edu)**

Signed letters of interest and qualifications (including completed lender response sheet) should be received prior to close of business on February 17, 2012. **Please enclose four (4) copies of all submitted materials and the one (1) electronic copy.**

*If required, clarifications or other addenda to this RFQ will be posted as addenda on the University's web site at: [http://www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php) Vendors are responsible for checking the web site for addenda.*

**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.

**25. 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: \_\_\_\_\_

**Please return this form with the attached contract. Thank you for your cooperation.**

