



Administered by University of Maine System  
Office of Strategic Procurement  
Request for Qualification

Promotion and Recruitment of International  
Students (RFQ # 37-16)

**Response Requested by 1/17/16**

**Response Submission Information:**

Submitted electronically to [Gregg@maine.edu](mailto:Gregg@maine.edu)  
Email Subject Line – Promotion and Recruitment of International Students

RFP# 37-16

**Response Contact Information:**

Strategic Sourcing Manager: Gregg Allen  
Email: [Gregg@maine.edu](mailto:Gregg@maine.edu) Phone: (207) 780-5097

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# SECTION 1

## 1.0 General Information

### **University of Maine**

Located in the town of Orono along the banks of the Stillwater River, the University of Maine (UMaine) offers a strong traditional education at an affordable price. The state's land grant university and the flagship institution in the University of Maine System, UMaine is one of New England's premier universities. We help students create success stories — with a wide variety of programs and opportunities — and we do so with world-class faculty members, nationally recognized research; first-rate facilities; a friendly, safe atmosphere; and easy access to some of the best year-round recreation sites in the nation.

Our students come from every county in Maine, more than 40 states and 60 countries. UMaine offers 90 undergraduate majors and academic programs, 70 master's degree programs, and 35 doctoral programs. Our library is the largest in the state, we have one of the nation's oldest and most prestigious Honors programs, now the Honors College, and our students enjoy hands-on research, even at the undergraduate level.

### **University of Southern Maine**

The University of Southern Maine (USM), northern New England's outstanding public, regional, comprehensive university, is dedicated to providing students with a high-quality, accessible, affordable education. USM has a diverse student population with students of all ages, cultures and backgrounds which bring distinctive perspectives to our academic community and enrich the residential and campus experience for all. USM has a great deal to offer students looking for the American experience including small classes and engaged learning opportunities outside of the classroom that are typically available only at large, national, urban universities.

Plus USM offers students the best location in the state with a bustling city campus located in Portland Maine and residence halls and classrooms in Gorham, Maine which offer the more traditional college experience. Rated as one of the safest cities in the U.S. Portland joins the list of top college cities and the metropolitan area is ranked 20<sup>th</sup> among small cities in an analysis of best places for college students.

## 1.1 Purpose

UMaine and USM are seeking proposals to provide promotion and recruitment of international students as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Provider(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Bidder(s).

The Universities are seeking proposals from providers to collaborate and achieve the following:

- Recruit interested prospective international (non-US citizens or non-permanent residents) students for enrollment in undergraduate and graduate level programs.
- Recruit interested prospective international (non-US citizens or non-permanent residents) students for the Universities Intensive English Institutes.
- Provide the services necessary to help ensure acceptance into University programs upon application.
- Provide the services required to ensure success of students accepted into University programs.

Bidders should review **Section 2** of this document to see the full Scope of Services/Products required.

Though this document is primarily for UMaine and USM 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.

## 1.2 Definition of Parties

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."

## 1.3 Eligibility to Submit Responses

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

Qualified agencies will provide comprehensive international student recruitment services, delivered in accord with the Standards of the American International Recruitment Council (AIRC) or a comparable body such as BOSSA, ICEF, BELTA, KOSA, etc. The complete AIRC Standards can be found here: <http://www.airc-education.org/files/AIRC-Resource-documents/AIRC%20Standards%202015.pdf>.

## Evaluation Criteria

**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.

Submission Requirements	Category	Points
Section 5 (5.1-5.2)	Organization Qualifications, Experience, and Financial Stability	50
Section 5 (5.3)	Licenses & Certifications	10
Section 5 (5.3) Change to 5.4	References	35
Section 5 (5.4) Change to 5.5	Economic Impact Within State of Maine	5
	<b>Total Points</b>	<b>100</b>

No Best and Final Offers: The University will not seek a best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their response.

### 1.4 Communication with the University

It is the responsibility of the bidder 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 bidders 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.

## 1.5 Selection

The University intends to (1) pre-qualify firms and enter into contract with the pre-qualified firms, (2) solicit Price Quotes from pre-qualified firms based on scope of work, and (3) issue amendments to the executed contract of the pre-qualified firms. The University reserves the right to award the contract in the best interest of the University.

If, at any time during the term of this award either the University or the vendor considers terminating the agreement, they shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty- (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the agreement by giving the other party thirty (30) days written notice.

## 1.6 Confidentiality

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue an award notice letters to all participating bidders and the successful bidder's response may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning response 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.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor 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.

## 1.7 Costs of Preparation

Bidder assumes all costs of preparation of the response and any presentations necessary to the response process.

## 1.8 Debarment

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.

## 1.9 Response Understanding

By submitting a response, 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.

## 1.10 Response Validity

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

## 1.11 Response Submission

A virus-free electronic copy including scans of all pages with original signatures 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.

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## 1.12 Authorization

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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

## 1.13 Multi-Institutional

As outlined in Section 1.1 the University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the contract(s) resulting from this document, if it is deemed to be beneficial for the University to do so.



## SECTION 2

### 2.0 Scope of Work

The University is seeking qualified overseas student recruitment agencies to provide services and assist with the expansion of its international student population. Compensation will be based on a per-student commission as specified in the signed agreement, or as specified in supplemental agreements for additional services on a consulting basis.

#### PROMOTION AND RECRUITMENT OF INTERNATIONAL STUDENTS:

- Provide interested applicants with accurate and current information about University programs.
- Market the University and its programs through various channels based on best practices in the local geographic area.
- Provide and translate as needed University promotional materials for distribution overseas. Note that any newly created materials must be pre-approved by the University prior to creation and distribution.
- Assist students with the completion of application materials and supply the University with a completed application packet for admission consideration.
- Track the status of all applicants recruited by the provider, and assist potential students with addressing any issues identified by the University during the review of their application.

#### VISA APPLICATION AND SUPPORT SERVICES:

- Support the student visa application and interview process at the appropriate US visa issuing agency.
- Support student readiness in preparation for departure and transition both personally and academically.
- Provide interim documentation to the University International Offices at significant stages in preparation for student departure to the US, including but not limited to:
  - receipt of the visa
  - travel plans
  - housing forms
  - course registration forms.
- Assist student in making connections with relevant University staff, if needed, to address additional questions or concerns.
- Assist students with paying any required deposits online or via other pre-approved methods.

## **SECTION 3**

### **3.0 General Terms and Conditions**

#### **3.1 Contract Administration**

The Office of the Chief Procurement Officer or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract.

#### **3.2 Contract Documents**

The Contract entered into by the parties shall consist of the University of Maine System Contract for Services (attached to this document), the RFQ, the selected Bidder's response, including all appendices or attachments, 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.

#### **3.3 Contract Modification and Amendment**

The parties may adjust the specific terms of this Contract (except for pricing) 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.

#### **3.4 Contract Term**

Any contract issued as a result of this RFQ shall be for a period of three years commencing upon the completion of implementation and acceptance by the University. With mutual written agreement of the parties this Contract may be extended for two additional one year periods. The University will consider other contract terms at its discretion if proposed and in the best interest of the University.

#### **3.5 Contract Data**

The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data.

### 3.6 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.

### 3.7 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.

### 3.8 Cancellation/Termination

If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, places University students or employees at significant risk of harm, 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 seventy-two (72) hours 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. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

### 3.9 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 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.

### 3.10 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 Contract Administrator.

### 3.11 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.

### 3.12 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.

### 3.13 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.

### 3.14 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.

### 3.15 Gramm Leach Bliley (GLB) Act (Confidentiality of Information)

The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.

### 3.16 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 relevant University campus will work directly with the Contractor to determine the most appropriate method of payment.

### 3.17 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.

### **3.18 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.

### **3.19 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.

Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.

### **3.20 Fee Structures:**

All mutually agreed upon fees structures shall remain firm for the entire term of the agreement.

## SECTION 4

### 4.0 Response Submission Requirements

This section contains instructions for Bidders to use in preparing their responses. The Bidder's response must follow the outline used below, including the numbering and section and sub-section headings as they appear here. 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 Bidder's experience and ability to perform the requirements specified throughout this document.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 4.1 General Format Instructions

- 4.1.1 Responses are to be prepared for printing. When viewed on-line, the pages should be configured with tabs separating the sections of the response. Other reference documentation may be submitted separately.
- 4.1.2 All pages should be numbered consecutively beginning with number 1 on the first page of the narrative (this does not include the cover page or table of contents pages) through to the end, including all forms and attachments. For clarity, the Bidder's name should appear on every page, including Attachments. Each Attachment must reference the section or subsection number to which it corresponds.
- 4.1.3 Bidders must complete and submit the response cover page provided in **Appendix A** of this document and provide it with the Bidder's response. The cover page must be the first page of the response. It is important that the cover page show the specific information requested, including Bidder address(es) and other details listed. The response cover page shall be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.
- 4.1.4 It is the responsibility of the Bidder 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.

- 4.1.5 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.
- 4.1.6 Bidders are asked to be brief and to respond to each question listed in the “**Requirements Sections**” of this document. Number each response in the response to correspond to the relevant question in this document.

## 4.2 Content Format Instructions

The response shall be submitted under the same cover at the same time, in the two (2) distinct sections noted below:

### **Section I - Requirements - Organization Qualifications and Experience**

- 1. Appendix A – University of Maine System Response Cover Page and table of contents.
- 2. Provide responses for each requirement in **Section 5**:
  - a. 5.1 Organizational Qualifications and Experience
  - b. 5.2 Financial Stability
  - c. 5.3 Certifications
  - d. 5.4 References
  - e. 5.5 Economic Impact within the State of Maine

### **Section II - Attachments**

- 1. Any remaining attachments required as part of the response.

## SECTION 5 - REQUIREMENTS

### 5.0 Organizational Qualifications, Experience, Financial Stability, References & Costs

Bidders 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. Bidders are encouraged to provide any additional information describing operational abilities.

Responses to each requirement below should be in order and clearly marked with the section number to which they respond.

#### 5.1 Organizational Qualifications and Experience

- 5.1.1 Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
- 5.1.2 If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
- 5.1.3 Provide information about contract cancellations or non-renewals your company has experienced over the last three years.
- 5.1.4 Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
- 5.1.5 Provide a statement that explains why your company would be most qualified to provide products and services to the University of Maine System. What differentiates you from your competitors? In the response the Bidder must demonstrate that they are a recognized leader in the services and/or products covered in this document.
- 5.1.6 Please provide placement demographics, to the extent they are available, for the past two years which document:
  - 5.1.6.1 Top five geographic locations where your students are placed within the US



5.1.6.2 Top five geographical locations where your students are recruited from. (Country, State, Province, or City - whichever is most relevant.)

5.1.7 Describe your firm's understanding of the current higher education needs for providing the products / services described in **Section 2** of this document. Include in your response what challenges higher education organizations face in this area and how would your solution support our goals?

5.1.8 The Bidder shall provide a one page biography for each of the three principals responsible for design, implementation, project management, or other positions identified in the requirements of this document. Biographies shall include education, experience, license, and/or certifications of each individual.

5.1.9 Provide a complete list of current contracts with U.S. partner institutions where the agency is placing students with contract. Provide a list of placements at institutions without a contract.

## 5.2 Financial Stability

No financial statements are required to be submitted with your responses, however, prior to an award the University may request financial statements from your company, credit reports and letters from your bank and suppliers.

## 5.3 Certifications

Provide copies of government licenses, certifications (AIRC, ICEF, etc). Provide list of organizational memberships (NAFSA, AIRC, EnglishUSA, etc)

## 5.4 References

Provide at least three (3) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein. We will request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with vendor for less than one year). We strongly prefer clients from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

## 5.5 Economic Impact within the State of Maine

In addition to all other information requested within this document, each Bidder must dedicate a section of its response to describing the Bidder's economic impact upon and within the State of Maine.

For the purposes of this document, the term "economic impact" shall be defined as any activity that is directly performed by or related to the Bidder and has a direct and positive impact on the Maine economy and public revenues within the State of Maine. Examples may include, but are not limited to, employment of Maine residents, subcontracting/partnering with Maine businesses, payment of State and Local taxes (such as corporate, sales, or property taxes), and the payment of State licensing fees for the Bidder's business operations.

To complete the "economic impact" section of the Bidder's response, the Bidder shall include no more than one page of typed text, describing the Bidder's current, recent, or projected economic impact with the State of Maine, as defined above. The Bidder may include all details and information that it finds to be most relevant for this section.

# SECTION 6

## 6.0 Contract for Services Requirements

- 6.1 Pre-qualified providers must enter into a formal University of Maine System Contract for Services, which is attached to this response, **University of Maine System, Contract for Services**.

A copy is provided for your reference. **Please do not complete or submit the Contract at this time.**

## **SECTION 7**

### **7.0 List of Appendices and Related Documents**

This section lists documents which are included.

- 7.1 Appendix A – University of Maine System Response Cover Page
- 7.2 Appendix B- University of Maine, Contract for Services
- 7.3 Appendix C- University of Southern Maine, Contract for Services
- 7.4 Appendix D- RFQ Checklist

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

### RFQ # 37-16 Promotion and Recruitment of International Students

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:	

- This quote and the pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
- 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 Bidder's response.
- No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a quote.
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.

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

---

Authorized Signature

Date

---

Name and Title (Typed)

**Appendix B**  
**Contracted Services Agreement Between  
The University of Maine System on behalf of  
The University of Maine  
Orono, ME 04469, USA**

**And**

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**1. PARTIES**

THIS CONTRACT is entered into between the University of Maine System on behalf of the University of Maine, herein referred to as "UMaine", and \_\_\_\_\_, hereinafter referred to as the "Contractor".

**Contractor Information:**

Name: Address:

Phone #: Fax #:

Email:

Point of Contact:

Social Security Number (SSN) or Federal Tax Identification (FTI) number:

(Not applicable, non-U.S. company, located outside the U.S.)

*Note: Contractor's SSN/FTI number must be provided before payment will be processed. If Contractor is a Non-Resident Alien, payment is subject to withholding in accordance with IRS 1042 reporting requirements and Contractor shall request instructions for Non-Resident Alien tax withholding. Non-Resident Alien: YES  or NO .*

**UMaine Information:**

Name: University of Maine

Address: Orono, ME, 04469, USA

Phone #: 207-581-3437 Fax #: 207-581-2920

Point of Contact: Orlina Boteva, Interim Director, Office of International Programs – [orlina.boteva@maine.edu](mailto:orlina.boteva@maine.edu)

**2. Purpose:** The purpose of this Contract is to promote the enrollment of academically qualified ESL, undergraduate and graduate international students at UMaine. Contractor will work in accordance with NAFSA: Association of International Educators Code of Ethics to promote and publicize UMaine and its programs to students and encourage their enrollment.

**3. Effective Date and Duration:** The Contract term is for a period of one year beginning on the date of the last signature. The Contractor shall commence performance upon receipt of a signed and fully executed Contract from UMaine. After the initial one-year term, renewals of the Contract, by mutual written agreement of both parties may be made at two-year intervals or any interval that is advantageous to UMaine. Successful recruitment of students into UMaine's academic programs will be ongoing and the Contract for this service will be continued and maintained based on satisfactory progress toward student enrollment goals of at least five (5) students per year.

**4. Services:** The Contractor agrees to perform the following services: provide accurate, current information about UMaine and its programs to interested prospective international (non-US citizens or non-permanent residents) students; clearly identify by means of a cover letter attached to the application student applicants who have been recruited through Contractor's efforts; assist student applicants through the

application process in cooperation with UMaine; inform UMaine when student receives visa and of student arrival plans; submit invoice to UMaine for commission payment.

**5. Consideration:** For providing the services set forth in Section 4, UMaine agrees to pay Contractor:

**IEI enrollments:**

- **10-20% for semester and summer tuition fees**

**Undergraduate students:**

- **10-20% for spring and fall semester tuition for the first undergraduate year**
- **5-10% for spring and fall semester tuition for the second undergraduate year**
- **2.5-5% for spring and fall semester tuition for the third undergraduate year**

**Graduate students:**

- **10-20% for spring and fall semester tuition for the first graduate year**

This fee is for non-US citizen or non-permanent resident students referred by Contractor who enroll in academic programs at UMaine. UMaine agrees to pay this commission within sixty (60) days of receipt by UMaine of full tuition payment by the student. UMaine will only make payment on student accounts that have been paid in full.

In the extraordinary event that a student withdraws from UMaine and is refunded tuition monies after payment has been made to the contractor, contractor agrees to promptly refund any excess commission paid by UMaine.

Students recruited by Contractor for IEI who matriculate as degree-seeking students at the undergraduate or graduate level are eligible for Contractor fees for the new level.

In the case of Contract termination or non-renewal, applicant submissions during the Term must be admitted by the next academic term after submission in order for the Contractor to be paid the agreed upon commission.

**6. Admissions:** UMaine reserves the right, in its sole discretion, to decline any candidate for: (a) admission to the University; or (b) re-enrollment in the University.

The standards to be used in the recruiting of students by the Contractor shall be consistent with those applied by UMaine with regard to all students, domestic and international. The Contractor acknowledges receipt of such standards and understands all other admissions requirements that a candidate must satisfy before being admitted to UMaine.

**7. Relationship of the Parties:** UMaine grants the contractor the non-exclusive right to recruit international students for UMaine. It is mutually agreed that Contractor is an independent contractor and not an employee or partner of UMaine for purposes of this Contract. It is understood that the Contractor is not subject to the supervision and control of UMaine; nor is the Contractor carrying out the regular business of UMaine. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by UMaine to its employees, including unemployment and workers' compensation insurance, will be provided to the Contractor or his/her/its employees.

**8. Ownership and Publication of Materials:** No materials or publications will be generated under this Contract. UMaine will provide Contractor with up-to-date recruitment information and application forms. No

reimbursement will be made to Contractor for marketing, advertising, or personnel expenses incurred in the performance of this Contract.

**9. Access to Records:** The Contractor shall adequately account for and maintain reasonable records for his/her/its performance and allow access to these records by UMaine, the Legislative Auditor and/or the Legislative Fiscal Analyst as may be necessary for audit purposes and in determining compliance with the terms of this Contract. Contractor agrees to implement and maintain reasonable safeguards to protect the security and confidentiality of student records and information, protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information. Contractor shall use such records and information only for the purposes for which the disclosure to the Contractor was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law.

All records pertaining to this Contract must be retained by the Contractor for a period of five years from the completion date of this Contract. If any litigation, claim or audit is started before the expiration of the five-year period, the records must be retained until the litigation, claim or audit findings have been resolved.

**10. Indemnification:** The Contractor agrees to defend, indemnify and hold UMaine harmless from any and all losses and claims that may result to UMaine because of the activity of the Contractor, his/her/its agents and/or employees.

**11. Non-discrimination:** The Contractor agrees that, under University of Maine System policy, no part of this Contract shall be performed in a manner which discriminates against any person on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, genetic information, disability or veterans status in employment, education, and all other areas of the University System.

**12. Modification:** This Contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in this Contract are valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment by the parties.

**13. Termination:**

**13.1 Termination for Convenience:** UMaine may, by written notice to the Contractor, terminate this Contract without cause. UMaine must give notice of termination to the Contractor at least thirty days prior to the effective date of termination.

**13.2 Reduction of Funding:** UMaine, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

**14. Contractor Performance Assessments:** UMaine may conduct assessments of the Contractor's performance. This Contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. UMaine will make any final decision to terminate this Contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of Contract termination. Performance assessments may be considered in future solicitations.

**15. Severability:** If one part of this Contract is held to be illegal, void or in conflict with any Maine law, the validity of the remainder of this Contract remains operative and binding.

**16. Assignment, Transfer and Subcontracting:** There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement, may be performed under subcontract unless both parties agree in writing.

**17. Notice:** All notices relating to this Contract will be in writing and given to the contact person at the address provided for in this Contract.

**18. Venue:** This Contract will be interpreted according to the laws of the State of Maine. The parties agree that, in the event of litigation concerning this Contract, venue shall be in the Eighteenth Judicial District of the State of Maine, in and for the County of Cumberland.

This Contract consists of four (4) pages plus attachments. The original will be retained by UMaine. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set forth below.

**University of Maine**

**Contractor**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

**Contract invalid unless signed by all required parties**



**Appendix C**  
**Contracted Services Agreement**  
**Between**  
**The University of Maine System on behalf of**  
**The University of Southern Maine**  
**And**

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**1. PARTIES**

THIS CONTRACT is entered into between the University of Maine System on behalf of the University of Southern Maine, herein referred to as "USM", and \_\_\_\_\_, hereinafter referred to as the "Contractor".

**Contractor Information:**

Name:  
Address:  
Phone #:                      Fax #:  
Email:  
Point of Contact:  
Social Security Number (SSN) or Federal Tax Identification (FTI) number:  
(Not applicable, non-U.S. company, located outside the U.S.)

*Note: Contractor's SSN/FTI number must be provided before payment will be processed. If Contractor is a Non-Resident Alien, payment is subject to withholding in accordance with IRS 1042 reporting requirements and Contractor shall request instructions for Non-Resident Alien tax withholding. Non-Resident Alien: YES  or NO .*

**USM Information:**

Name:                      University of Southern Maine  
Address:                  P.O. Box 9300, Portland, Maine 04104-9300  
Phone #:                  207-780-4550                      Fax #: 207-780-4933  
Point of Contact:      Kimberly Sinclair, Director, Office of International Programs – [ksinc@usm.maine.edu](mailto:ksinc@usm.maine.edu)

**2. Purpose:** The purpose of this Contract is to promote the enrollment of academically qualified international students at USM. Contractor will work in accordance with NAFSA: Association of International Educators Code of Ethics to promote and publicize USM and its programs to students and encourage their enrollment.

**3. Effective Date and Duration:** The Contract term is for a period of one year beginning on the date of the last signature. The Contractor shall commence performance upon receipt of a signed and fully executed Contract from USM. After the initial one-year term, renewals of the Contract, by mutual written agreement of both parties may be made at two-year intervals or any interval that is advantageous to USM. Successful recruitment of students into USM's academic programs will be ongoing and the Contract for this service will be continued and maintained based on satisfactory progress toward student enrollment goals of at least five (5) students per year. This Contract, including any renewals, may not exceed a total of seven (7) years at the discretion of USM.

**4. Services:** The Contractor agrees to perform the following services: provide accurate, current information about USM and its programs to interested prospective international (non-US citizens or non-permanent resident) students; clearly identify by means of a cover letter attached to the application student applicants who have been recruited through Contractor's efforts; assist student applicants through the application process in cooperation with USM; inform USM when student receives visa and of student arrival plans; submit invoice to USM for commission payment.

In addition to these responsibilities, the Contractor may be asked to provide additional services to USM on a consulting basis. These services will be handled separately under a separate statement of work, which will detail the scope of the services provided, the rate of compensation, the deliverables and the timing of work to be provided. These statements of work will be memorialized as part of Addendum A: Statements of Work.

**5. Consideration:** For providing the services set forth in Section 4, USM agrees to pay Contractor ten-percent (10%) of U.S. non-resident tuition paid in full by international ( non-US citizen or non-permanent resident) students referred by Contractor who enroll in academic programs at USM. USM agrees to pay this commission within sixty (60) days of receipt by USM of full tuition payment by the student. These payments will be based on tuition paid in the first two consecutive Fall and Spring or Spring and Fall semesters (no fees paid for Summer Session) of attendance by the student. USM will only make payment on student accounts that have been paid in full. Tuition rate is based on academic credits and course load. In the extraordinary event that a student withdraws from USM and is refunded tuition monies after payment has been made to the contractor, contractor agrees to promptly refund any excess commission paid by USM

USM will provide Contractor with up-to-date recruitment information and application forms. No reimbursement will be made to Contractor for marketing, advertising, or personnel expenses incurred in the performance of this Contract .

In the case of Contract termination or non-renewal, applicant submissions during the Term must be admitted by the next academic term after submission in order for the Contractor to be paid the agreed upon commission.

**6. Relationship of the Parties:** It is mutually agreed that Contractor is an independent contractor and not an employee or partner of USM for purposes of this Contract. It is understood that the Contractor is not subject to the supervision and control of USM; nor is the Contractor carrying out the regular business of USM. Each of the parties will be solely and entirely responsible for its own acts and/or the acts of its employees or agents. No benefits provided by USM to its employees, including unemployment and workers' compensation insurance, will be provided to the Contractor or his/her/its employees.

**7. Ownership and Publication of Materials:** No materials or publications will be generated under this Contract.

**8. Access to Records:** The Contractor shall adequately account for and maintain reasonable records for his/her/its performance and allow access to these records by USM, the Legislative Auditor and/or the Legislative Fiscal Analyst as may be necessary for audit purposes and in determining compliance with the terms of this Contract.

Contractor agrees to implement and maintain reasonable safeguards to protect the security and confidentiality of student records and information protect against anticipated threats to the security or integrity of such records and information and protect against unauthorized access to, or use of, such records and information. Contractor shall use such records and information only for the purposes for which the disclosure to the Contractor was made, and shall not use or disclose such records or information except as permitted or required by this Agreement or as required by law.

All records pertaining to this Contract must be retained by the Contractor for a period of five years from the completion date of this Contract. If any litigation, claim or audit is started before the expiration of the five-year period, the records must be retained until the litigation, claim or audit findings have been resolved.

**9. Indemnification:** The Contractor agrees to defend, indemnify and hold USM harmless from any and all losses and claims that may result to USM because of the activity of the Contractor, his/her/its agents and/or employees.

**10. Non-discrimination:** The Contractor agrees that, under University of Maine System policy, no part of this Contract shall be performed in a manner which discriminates against any person on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, genetic information, disability or veterans status in employment, education, and all other areas of the University System.

**11. Modification:** This Contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in this Contract are valid or binding. This Agreement may not be enlarged, modified, or altered except by written amendment by the parties.

**12. Termination:**

**12.1 Termination for Convenience:** USM may, by written notice to the Contractor, terminate this Contract without cause. USM must give notice of termination to the Contractor at least thirty days prior to the effective date of termination.

**12.2 Reduction of Funding:** USM, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

**13. Contractor Performance Assessments:** USM may conduct assessments of the Contractor's performance. This Contract may be terminated for one or more poor performance assessments. The Contractor will have the opportunity to respond to poor performance assessments. USM will make any final decision to terminate this Contract based on the assessment and any related information, the Contractor's response, and the severity of any negative performance assessment. The Contractor will be notified with a justification of Contract termination. Performance assessments may be considered in future solicitations.

**14. Severability:** If one part of this Contract is held to be illegal, void or in conflict with any Maine law, the validity of the remainder of this Contract remains operative and binding.

**15. Assignment, Transfer and Subcontracting:** There will be no assignment or transfer of this Agreement, or of any interest in this Agreement, unless both parties agree in writing. No services required under this Agreement, may be performed under subcontract unless both parties agree in writing.

**16. Notice:** All notices relating to this Contract will be in writing and given to the contact person at the address provided for in this Contract.

**17. Venue:** This Contract will be interpreted according to the laws of the State of Maine. The parties agree that, in the event of litigation concerning this Contract, venue shall be in the Eighteenth Judicial District of the State of Maine, in and for the County of Cumberland.

This Contract consists of three (3) pages plus attachments. The original will be retained by USM. A copy of the original shall have the same force and effect as the original for all purposes. To express the parties' intent to be bound by the terms of this Contract, they have executed this document on the dates set forth below.

**University of Southern Maine**

**Contractor:**\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Contract invalid unless signed by all required parties**



## RFQ checklist

***This checklist must ONLY be used as an accompaniment to RFQ #37-16. The entire RFQ should be read thoroughly prior to submission of a proposal.***

All Bidders should include the items listed below in their proposal in response to RFQ # 37-16. The proposal should be submitted to UMS electronically, no later than January 17, 2016.

### **All proposals MUST be submitted to:**

Gregg Allen, Sourcing Manager  
Office of Strategic Procurement  
University of Maine System  
[Gregg@maine.edu](mailto:Gregg@maine.edu)  
Phone: +01 (207) 780-5097

Requirement	Reference and details
Organizational Qualifications with details as specified in the RFQ	Section 5.1
One page biography for each of the three primary principals in the organization	Section 5.1.8
A complete list of current contracts with US partners and institutions receiving Placements	Section 5.1.9
A copy of any relevant certifications or accreditations, as specified in the RFQ	Section 5.3
Three (3) institutional references, with details as specified in the RFQ	Section 5.4
Completed Appendix A	
Sign the Proposal	
Be sure to include copies of any pages with original signatures when submitting the electronic copy.	