



Administered by University of Maine System
Office of Strategic Procurement
Request for Qualifications (RFQ)

Promotion and Recruitment of International
Students

RFQ # 2022-061

Issued Date: June 9, 2022

Response Deadline Date/Time: July 15, 2022, 11:59 p.m.

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – GA: International Recruitment - RFQ# 2022-061

Response Contact Information:

Strategic Sourcing Manager (SSM): Gregg Allen
Email: UMSResponses@maine.edu Phone: (207) 780-5097

INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

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

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

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

1.1.2 Background

Overview

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

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

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

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

Campus thumbnails

University of Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. UMA is the third largest public university in Maine. A leader in distance education, UMA has a statewide presence with two campuses in Augusta and Bangor, eight UMA Centers from Saco to Houlton, and 32 course receive sites across Maine. Flexible modalities, with classes onsite, online, through video conference, and at UMA Centers allow its students to take classes, while keeping work and family commitments. While UMA has a traditional-aged cohort, two-thirds of its students are over 25 years old. Over 50% of UMA's students are first generation and 68%

are Pell Grant eligible. These students are motivated to make a positive change in their lives by pursuing a college degree. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

University of Maine at Farmington

The University of Maine at Farmington is the birthplace of public higher education in Maine and has earned a national reputation for excellence. Established in 1864, it is a small, public liberal arts college, serving primarily full-time, traditional-age undergraduates in a residential setting. UMF offers quality programs in teacher education, human services, arts and sciences and professional studies. At Farmington, students feel connected, and deeply woven in the roots of the community. Through hands-on learning, the sharing of ideas, debating of issues and pursuit of research, our professors become an active part of their student's lives helping them engage and succeed in a place where they are valued, inspired and empowered. Located in the foothills of the mountains of western Maine, UMF offers the perfect mix of the active outdoor lifestyle with the quintessential New England college town. With enrollment at around 1,800 full-time students, UMF is about the same size as many of New England's most selective private colleges and offers many of the same advantages at a very affordable price—providing a tremendous college value in a spectacular natural setting.

University of Maine at Fort Kent

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a challenging scholastic atmosphere combined with a wonderful mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK are a model of a destination university that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in disciplines such as business, biology, forestry, nursing and cybersecurity among others. The student body at UMFK has one of the highest percentages of international students in New England, allowing immersion in a cultural opportunity that is unique in the world. UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

University of Maine at Machias

The University of Maine at Machias, the regional campus of the University of Maine, awards baccalaureate and associate degrees, and certificates. It is accredited by the New England Commission of Higher Education as part of the University of Maine. Established in 1909, UMM is the easternmost university campus in the United States. The area's bountiful natural resources, and rich environmental, recreational, cultural and educational traditions inform the campus. Through its distinctive baccalaureate programs and student-centered community, UMM creates enriching educational opportunities that prepare graduates for professional success and lifelong engagement with the world. UMM embodies an active community of diverse learners who share a commitment to exploration, leadership, collaboration and interdisciplinary problem solving. Inspired by its unique coastal location, UMM's creative energy, applied research and community engagement enhance the social, cultural, economic and natural environments of the state of Maine.

University of Maine

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a

statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 450 international students from 80 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campus wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

University of Maine at Presque Isle

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers, providing its 1,400 traditional and non-traditional students with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

University of Southern Maine

Known for its academic excellence and student focus, the University of Southern Maine (USM) is a community-engaged university taking advantage of its three-campus location in the economic and cultural heart of Maine to provide unmatched, authentic, hands-on learning experiences. This gives our graduates a leg up in launching their careers while at the same time meeting the workplace needs of our region and state.

Our significant financial and academic support provides our students access to a high quality education, helps ensure their success once they are here and enables them to pursue and realize their dreams upon graduation.

Reflecting the community it serves, USM has become known as "the University of Everyone," welcoming a diverse mix of ages, backgrounds and income levels to our 8,000 plus student body. Ranging from traditional high school graduates to adults completing their degree, from high achievers to those who may not have seen a college education in their future, from new Mainers to veterans who have served our nation, the University of Southern Maine supports their academic pursuits and encourages their advancement.

University of Maine School of Law

The University of Maine School of Law is the state's public and only law school, a vital resource serving our local, regional, national, and global community. Maine Law is an institutional public servant committed to providing an accessible and affordable student-focused program of legal education and achieving the highest standards of ethical behavior. Our rigorous doctrinal and experiential curriculum, influential scholarship, and signature programming prepare students to practice

law, promote respect for the rule of law, and advance justice for all members of society.

University of Maine Graduate and Professional Center

Located in Portland but serving students and employers statewide, the University of Maine Graduate and Professional Center (the Maine Center) brings together academic programs in law, business, policy, and public health to train the workforce of the future and grow Maine's economy. The Maine Center is an academic consortium composed of the University of Maine School of Law, the University of Maine Graduate School of Business, the graduate programs of the Muskie School of Public Service, and the Cutler Institute of Health and Social Policy. Together with this consortium, the Maine Center develops interdisciplinary, experiential, and market-driven programming for graduate students in the Maine Center's focus disciplines. The Maine Center also delivers programming tailored to the evolving needs of Maine's civic, non-profit, business, legal, and entrepreneurial communities. These offerings include professional education, certificates, workshops, and internship placements. The Maine Center is supported by a challenge grant from the Harold Alfond Foundation.

1.1.3 Purpose

The University of Maine System is seeking responses 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 Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

This proposal is applicable to any UMS institutions that is interested in pursuing a vendor contract for international recruitment. Once vetted, individual contracts are required to be signed between each vendor and each participating institution.

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

Though this document is primarily for University of Maine System, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.1.4 Specifications / Scope of Work

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 preapproved methods.

General Information

1.1.5 Contract Administration and Conditions

- 1.1.5.1 Each selected vendor will be asked to sign a contract with each interested UMS institution which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Contract for Services, and are subject to continued availability of funding and satisfactory performance.
- 1.1.5.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :
- a. Provide any defense, hold harmless or indemnity;
 - b. Waive any statutory or constitutional immunity;
 - c. Apply the law of a state other than Maine;
 - d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
 - e. Add any entity as an additional insured to UMS policies of insurance;
 - f. Pay attorneys' fees, costs, expenses or liquidated damages;
 - g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
 - h. Permit an entity to change unilaterally any term or condition once the contract is signed;
 - i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
 - j. Agree to automatic renewals for term(s) greater than month-to-month.
- 1.1.5.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null,

void and without effect, and the terms of the Agreement shall apply.

- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.1.6 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.1.7 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

The information contained in responses submitted for the University's consideration will be held in confidence until the evaluation process is complete and the vendor notified of the outcomes.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

1.1.8 Costs of Preparation

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

1.1.9 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

1.1.10 Multi-Institutional

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

1.1.11 Fee Structure

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

1.1.12 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.1.13 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.2 General Submission Provisions

1.2.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	June 20th, 2022
Section 1.2.2	Response to Written Inquiries/Questions	June 27th, 2022
Section 1.2.2	Deadline for Proposal Submission	July 15 th , 2022
Section 2.2	Qualification Announcement (subject to change)	TBD
	Estimated Agreement Start Date (subject to change)	TBD

1.2.2 Eligibility to Submit Responses

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

1.2.3 Debarment

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

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

1.2.4 Response Understanding

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

1.2.5 Non-Response Submission

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

1.2.5.1 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.

- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

- 2.1.1 Each UMS institution evaluating international recruiting agents will use an evaluation process based on quality of the organization, qualifications, licensing, and certification. In addition, references from other U.S. higher education institutions and students the agent has placed in the U.S. will be requested.
- 2.1.2 Contract for Services (Appendix C, D) Pre-qualified providers must enter into a formal University of Maine System Contract for Services. Copies are provided for your reference as an example. **Please do not complete or submit the enclosed Contract templates at this time.**
- 2.1.3 Organization, Qualifications, Experience and References. The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.2 Award

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFQ. Alternatively, the University may cancel the RFQ, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief General Services Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

If this RFQ results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

Documents submitted as part of the electronic response are to be prepared on standard electronic formats of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

The University and its evaluation team for this document have sole discretion to determine whether a variance from the document specifications should result in either disqualification or reduction in scoring of a response.

Re-phrasing of the content provided in this document will, at best, be considered minimally responsive. The University seeks detailed yet succinct responses that demonstrate the Respondent's experience and ability to perform the requirements specified throughout this document.

3.2.1 Section 1 - Response Cover Page

3.2.1.1 Label this response - Section 1 – UMS Response Cover Page

- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 4 - Response to Questions

- 3.2.2.1 Label this response - Section 4 – Response to Evaluation Items & Related Information
- 3.2.2.2 Insert Appendix F – Organization Reference Form

Appendix A – University of Maine System Response Cover Page

RFQ # 2022-061
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:	

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent’s response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University’s employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University’s employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
 - d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFQ # 2022-061
Promotion and Recruitment of International Students

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
- b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
 - i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
 - ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
- c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C & D – Contract for Services (2 Samples)

SAMPLE ONE: C

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

And

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:

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

Contact: Orlina Boteva, Director, Office of International Programs – 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 to three years 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:

- 15%

Undergraduate students:

- 15%

Graduate students:

15%

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 and an invoice for commission costs. 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 SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

1. Scope: This Rider addresses the Contractor's responsibility for safeguarding Protected University Data. For the purposes of this Rider, Protected University Data is defined as any data or information owned by Institution that the Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from Institution or on behalf of the Institution), or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; drivers' license numbers; credit card numbers; and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA).

2. Term and Termination: This Rider shall take effect upon execution and shall be in effect commensurate with the term of the Agreement to which it is attached.

3. Subcontractors and Agents: Contractor shall not provide any Protected University Data to subcontractors, agents, or other third parties without prior written authorization from the University. If Contractor provides any Protected University Data received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement and Rider.

4. Property of University: Unless otherwise stated in the Agreement, all Protected University Data is the property of the University and shall be turned over to the University upon request.

5. Return or Destruction of Protected University Data:
 - A. Within 30 days of termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Protected University Data and shall return all such information received from the University, or created or received by Contractor on behalf of the University, unless the University requests that all such data be destroyed beyond all ability to recover. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information.

 - B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.

6. Survival: While any Protected University Data is in the possession or control of the Contractor, its subcontractors or agents, the respective rights and obligations of Contractor pursuant to this Rider shall survive termination of the Agreement.

7. Reasonable and Appropriate Controls: The Contractor agrees to implement reasonable and appropriate privacy and security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected University Data furnished by the University, or collected by the Contractor on behalf of the University
 - A. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.

 - B. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.

 - C. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS requirements.

 - D. If information pertaining to protected financial customer information is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.

 - E. If information pertaining to persons located in the European Economic Area (EEA) is accessed, transferred, stored, or processed by Contractor; Contractor shall protect, collect, store, transfer, and process such data in accordance with the obligations of a data processor, or in accordance with the obligations of a data controller if specified within the underlying agreement as a data controller, as set forth in the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and shall provide reasonable assistance at the request of the University for fulfillment of requests made pursuant to the rights afforded to data subjects in GDPR Chapter III.

8. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. For the avoidance of doubt, transfers of Protected University Data to another country without the prior written authorization of the University constitute unauthorized use of information in breach of this Section 8.

9. Contractor Employee Data Access Control: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following

privacy procedures. Contractor shall have a process to remove access to Protected University Data immediately upon termination or re-assignment of an employee by the Contractor.

10. Data Breach: Contractor shall report to the University any use or disclosure of Protected University Data not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.

Contractor shall take appropriate steps to remedy such data breach and mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this agreement. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any Protected University Data. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to terminate the Agreement immediately.

11. Mobile Devices: If mobile devices are used by the Contractor in the performance of this Agreement to access Protected University Data, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
12. Contractor Hosted Data: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
 - A. Computers that host Protected University Data shall be housed in secure areas that have adequate walls and entry control such as a card-controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter, and visitor entry will be strictly controlled.
 - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
 - C. Contractor shall backup systems or media stored at a separate location with regular scheduled incremental and full back-ups with sufficient retention of backup files to restore data. Contractor shall test restore procedures not less than once per year.
 - D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
 - E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.

- F. Contractor shall require strong passwords for any user accessing Protected University Data. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
 - G. The installation or modification of software on systems containing Protected University Data shall be subject to formal change management procedures and segregation of duties requirements.
 - H. Contractor who hosts Protected University Data shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
13. Records and Compliance: Contractor shall maintain records and other compilations of data pertaining to the use, access, collection, storage, and transfer of Protected University Data and make such available to the University or regulatory authorities (including, without limitation, the Secretary of the U.S. Department of Health and Human Services and public authorities in the EEA) upon request as reasonably necessary to demonstrate compliance with applicable laws, regulations, and lawful orders.
14. System Development: If the Contractor provides system development, Protected University Data shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process Protected University Data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

University of Maine

Name: _____

Title: _____

Date: _____

Contractor

Name: _____

Title: _____

Date: _____

Contract invalid unless signed by all required parties

SAMPLE TWO: (D)
SAMPLE Contracted Services Agreement
Between
The University of Maine System on behalf of
The University of Southern Maine
And

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 #:

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 Main Office #: 207-780-4959

Email: ksinc@maine.edu

Point of Contact: Kimberly Sinclair Esq., Director, Office of International Programs

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 seek an extension of two one year periods. 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

Undergraduate students:

- \$1400 (approximately 15%) for fall and spring semester non-resident tuition for the first undergraduate year paid in full by international (non-US citizen or non-permanent resident) students referred by Contractor. In order for the Contractor to receive this sum the student must be enrolled in a full time course load of undergraduate course work which is a minimum of 12 credits *

Graduate students:

- \$1100 (approximately 15%) for fall and spring semester non-resident tuition for the first graduate year paid in full by international (non-US citizen or non-permanent resident) students referred by Contractor. In order for the Contractor to receive this sum the student must be enrolled in a full time course load of graduate courses which is a minimum of 6 credits *

** Fees will be adjusted accordingly to represent a flat fee payment equivalent to approximately 15% for students enrolled in the Admissions Pathway Program (APP) program or who may have a reduced course load due to health or proficiency issues.*

The University of Southern Maine does not offer a commission for students enrolled in its Intensive English as Second Language program.

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 four (4) 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

_____ **(Agent)**

Date

Date

Contract invalid unless signed by all required parties

UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

1. Scope: This Rider addresses the Contractor's responsibility for safeguarding Protected University Data. For the purposes of this Rider, Protected University Data is defined as any data or information owned by Institution that the Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from Institution or on behalf of the Institution), or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; drivers' license numbers; credit card numbers; and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA).
2. Term and Termination: This Rider shall take effect upon execution and shall be in effect commensurate with the term of the Agreement to which it is attached.
3. Subcontractors and Agents: Contractor shall not provide any Protected University Data to subcontractors, agents, or other third parties without prior written authorization from the University. If Contractor provides any Protected University Data received from the University, or created or received by Contractor on behalf of the University, to a subcontractor or agent, the Contractor shall require such subcontractor or agent to agree to the same restrictions and conditions as are imposed on Contractor by this Agreement and Rider.
4. Property of University: Unless otherwise stated in the Agreement, all Protected University Data is the property of the University and shall be turned over to the University upon request.
5. Return or Destruction of Protected University Data:
 - A. Within 30 days of termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Protected University Data and shall return all such information received from the University, or created or received by Contractor on behalf of the University, unless the University requests that all such data be destroyed beyond all ability to recover. This provision shall apply to information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of University information, including any compilations derived from and allowing identification of any individual's confidential information.
 - B. In the event that Contractor determines that returning or destroying any such information is infeasible, Contractor shall provide to University notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of such information is infeasible, Contractor shall extend the protections of this Agreement to such information and limit further uses and disclosures of such information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such information.

6. Survival: While any Protected University Data is in the possession or control of the Contractor, its subcontractors or agents, the respective rights and obligations of Contractor pursuant to this Rider shall survive termination of the Agreement.

7. Reasonable and Appropriate Controls: The Contractor agrees to implement reasonable and appropriate privacy and security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected University Data furnished by the University, or collected by the Contractor on behalf of the University
 - A. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.

 - B. If information pertaining to protected health information is accessed, used, collected, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with HIPAA and Contractor shall sign and adhere to a Business Associate Agreement.

 - C. If Contractor engages in electronic commerce on behalf of the University or cardholder data relating to University activities is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with current PCI-DSS requirements.

 - D. If information pertaining to protected financial customer information is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.

 - E. If information pertaining to persons located in the European Economic Area (EEA) is accessed, transferred, stored, or processed by Contractor; Contractor shall protect, collect, store, transfer, and process such data in accordance with the obligations of a data processor, or in accordance with the obligations of a data controller if specified within the underlying agreement as a data controller, as set forth in the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and shall provide reasonable assistance at the request of the University for fulfillment of requests made pursuant to the rights afforded to data subjects in GDPR Chapter III.

8. Prohibition of Unauthorized Use or Disclosure of Information: Contractor agrees to hold all information in strict confidence. Contractor shall not use or disclose information received from, or created or received by, Contractor on behalf of the University except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by the University. For the avoidance of doubt, transfers of Protected University Data to another country without the prior written authorization of the University constitute unauthorized use of information in breach of this Section 8.

9. Contractor Employee Data Access Control: All Contractor employees shall be adequately screened, commensurate with the sensitivity of their jobs. Contractor agrees to limit employee access to data on a need-to-know basis. Contractor shall impose a disciplinary process for employees not following privacy procedures. Contractor shall have a process to remove access to Protected University Data immediately upon termination or re-assignment of an employee by the Contractor.

10. Data Breach: Contractor shall report to the University any use or disclosure of Protected University Data not authorized by this Agreement or in writing by the University. Contractor shall make the report to the University not more than one (1) business day after Contractor learns of such use or disclosure. Contractor's report shall identify; (i) the nature of the unauthorized use or disclosure, (ii) the information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate the effects of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the University.

Contractor shall take appropriate steps to remedy such data breach and mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this agreement. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any Protected University Data. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to terminate the Agreement immediately.

11. Mobile Devices: If mobile devices are used by the Contractor in the performance of this Agreement to access Protected University Data, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.

12. Contractor Hosted Data: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
 - A. Computers that host Protected University Data shall be housed in secure areas that have adequate walls and entry control such as a card-controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter, and visitor entry will be strictly controlled.
 - B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
 - C. Contractor shall backup systems or media stored at a separate location with regular scheduled incremental and full back-ups with sufficient retention of backup files to restore data. Contractor shall test restore procedures not less than once per year.
 - D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.

- E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
 - F. Contractor shall require strong passwords for any user accessing Protected University Data. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
 - G. The installation or modification of software on systems containing Protected University Data shall be subject to formal change management procedures and segregation of duties requirements.
 - H. Contractor who hosts Protected University Data shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.
13. Records and Compliance: Contractor shall maintain records and other compilations of data pertaining to the use, access, collection, storage, and transfer of Protected University Data and make such available to the University or regulatory authorities (including, without limitation, the Secretary of the U.S. Department of Health and Human Services and public authorities in the EEA) upon request as reasonably necessary to demonstrate compliance with applicable laws, regulations, and lawful orders.
14. System Development: If the Contractor provides system development, Protected University Data shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process Protected University Data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

University of Southern Maine _____ Date _____

Contractor: _____ Date _____

Contract invalid unless signed by all required parties

Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: _____

INSTRUCTIONS: Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

Evaluation Item(s)

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.

Provide information on exact services provided to/for/on behalf of students the agent is working with.

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.

Provide information about contract cancellations or non-renewals your company has experienced over the last three years with U.S. or Canadian institutions of higher education.

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 and 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.

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?

How is your firm a recognized leader in international student recruitment in the geographic area you serve?.

Please provide placement demographics, to the extent they are available, for the past two years which document:

Provide Top five geographic locations where your students are placed within the US, and statistical data on the rate of university acceptance, securing a U,S, student visa and subsequent university enrollment.

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

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?

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.

Financial Stability

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