



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

New England Environmental Finance Center
Call for Environmental Consultants
RFQ #2024-020

Issued Date: January 17, 2024

Response Deadline Date/Time: February 23, 2024, 11:59 p.m.
EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu

Email Subject Line – GNA: New England Environmental Finance Center
Call for Environmental Consultants – RFQ #2024-020

Response Contact Information:

Strategic Sourcing Manager (SSM): Gregg N. Allen
Email: UMSResponses@maine.edu

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, Interactive Television, 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 72% 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, selective 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, 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, yet 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 rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become 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 nursing, business, biology, forestry and cybersecurity among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university 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

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 60 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 Machias

The University of Maine at Machias is a regional campus of the University of Maine. With its environmental liberal arts core, distinctive baccalaureate programs and student-centered community, UMM creates enriching educational opportunities

that prepare graduates for professional success and lifelong engagement. It offers 15 undergraduate degree programs that serve approximately 800 students. Small class sizes and hands-on learning define the academic experience at Maine's coastal university, where there is a shared commitment to exploration, leadership, collaboration and interdisciplinary problem solving. UMM's applied research and community outreach contribute to the quality of life and economic development in Down East Maine and beyond.

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 1,100 traditional and non-traditional students from all areas of the state, country, and world 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, and public policy 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. This consortium develops cross-disciplinary, experiential, and market-driven programming for graduate students in the Maine Center's three focus areas. The Maine Center also delivers programming for members of Maine's civic, business, and legal communities, including executive education, certificates, workshops, externship placements, and a startup incubator/accelerator. The Maine Center is supported by a challenge grant from the Harold Alfond Foundation.

1.1.3 Purpose

The [New England Environmental Finance Center](#) ("NEEFC") through the University of Maine System is seeking responses from consultants to be included in a prequalified pool to provide consultation and professional services as defined in this document. The technical and/or consulting services from a prequalified pool of consultants will be available on an as-needed basis to municipalities, tribes, public water systems/utilities, nonprofits, community-based organizations, and/or small businesses located anywhere in New England (i.e., Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont). The NEEFC is committed to working with the region's small, rural, underserved, disadvantaged, and environmental justice communities and tribal nations, with the aim of increasing the equitable implementation of environmental programs and infrastructure investments.

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).

Since 2001, the NEEFC has worked to build local capacity to pay for the growing cost of protecting critical environmental resources and fostering resilient communities across New England. Supported by a cooperative agreement with the U.S. Environmental Protection Agency, our mission is to provide innovative financing solutions that help states, tribes, local governments, nonprofits, community-based organizations, and the private sector pay for environmental projects. The NEEFC and its partners provide training, capacity building, and technical, financial, and managerial assistance related to regional environmental challenges including climate adaptation and resilience, drinking water and wastewater infrastructure, stormwater and watershed management, ecological restoration, and pollution prevention.

The consultant pool of prequalified consultants will be used by the NEEFC to help communities advance locally driven activities that are beyond their technical capacity and outside of the expertise or capacity of NEEFC staff and partners. Assistance from prequalified consultants/contractors will be at no cost to the recipient; the NEEFC will manage the funds and invoice directly with consultants/contractors. Desired professional services will cover a broad range of

services to help New England communities advance local and regional environmental and climate-related projects.

The prequalified pool of consultants provides a simple process for municipalities, tribes, public water systems/utilities, nonprofits, community-based organizations, and/or small businesses in New England to access assistance. Consultants should consider becoming prequalified to facilitate the smooth provision of services to support NEEFC projects; consultants not in the prequalified pool may be subject to a much more complicated procurement process in order to qualify to work with the NEEFC and the New England communities it serves.

The objective of this RFQ is to create a list of Professional Service providers that the NEEFC may utilize through the term of the Agreement. Initial Agreements to awardees will be through December 31, 2027.

NOTE: The existing SNEP Network Consultant Pool will end on September 30, 2024. Consultants/Firms that were qualified under the SNEP Network Consultant Pool RFQ process are required to reapply to be eligible for consideration for future NEEFC and/or SNEP Network projects.

No contract will be awarded as a result of this RFQ. Bidders will be selected to be included in the list of qualified vendors who may be engaged for services within the scope of the RFQ. Projects for which a vendor will be engaged may range from very short-term consultation or longer-term consultation and provision of services. Each engagement will require an agreed upon scope of work, work plan, timeline, assignment of personnel, and pricing.

The UMS reserves the right to issue subsequent RFQs for consultation and/or services within the scope of this RFQ and to select and contract with vendors who are not included in the list of qualified vendors, even if the UMS has existing contracts with one or more bidders on the list of qualified vendors. Consultants are cautioned that this is a request for qualifications. The University reserves the unqualified right to reject any and all applications when such rejections are deemed to be in its best interest.

The University is committed to providing increased access and opportunity to diverse businesses include and not limited to: Lesbian, Gay, Bisexual and Transgender Business Enterprise (LGBTQ+BE); Minority Business Enterprise (MBE); Service-Disabled Veteran Business Enterprise (SDVBE); Small Business Enterprise (SBE); veteran-owned; service-disabled veteran-owned; HUBZone; small disadvantaged business; women-owned; minority-owned; Veteran Business Enterprise (VBE); and Women’s Business Enterprise (WBE).

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

1.1.4 Specifications / Scope of Work

Services procured through the consultant pool are intended to supplement active NEEFC projects/assistance, not to substitute for them. Consultant assistance will be targeted to fill a strategic need or gap in NEEFC-led efforts in communities across New England.

The NEEFC, through UMS, is seeking individuals and firms qualified to provide consultant services in one or more of the following areas. Responses to this RFQ should identify which specific service(s) under the three categories (Technical & Managerial, Financial, and Outreach & Engagement Services) the vendor would like to be considered a provider of. Please note, if it is not immediately apparent from the service description below, all service provision will be in the context of environmental or climate change-related projects, which may be related to water, energy, pollution prevention, or another relevant environmental challenge.

Technical & Managerial Services

1. Environmental reviews and assessments
 - a. Environmental impact assessment
 - b. Soil surveying
 - c. Water quality sampling/monitoring
 - d. Land surveying
 - e. Lead service line inventorying
 - f. Climate vulnerability/risk assessment
 - g. Cybersecurity/risk assessment for water systems
 - h. Ordinance/bylaw review
 - i. Watershed characterization
2. Planning and design
 - a. Asset management
 - b. Capital improvement planning
 - c. Operations and maintenance (O&M) planning
 - d. Nature-based solutions and green infrastructure site/project design
 - e. Climate action planning
 - f. Quality Assurance Project Planning (QAPP)
 - g. Cybersecurity planning for water systems
3. Modeling (e.g., hydraulic & hydrologic, water quality, energy)
4. Data management, analytics, and visualization
5. Environmental engineering (including designs, plans, specifications) for
 - a. Drinking water infrastructure (including wells)
 - b. Wastewater infrastructure (including decentralized/septic)
 - c. Stormwater infrastructure
 - d. Renewable energy/energy efficiency
6. Project and/or construction management
7. Monitoring and evaluation (both strategy development and implementation)

Financial Services

8. Financial analysis and planning (e.g., feasibility studies, budgeting, utility rate analysis, income surveying, identifying funding sources/tax credits)
9. Funding application support/grant preparation
10. Sequencing funding/financing and managing funding stacks
11. Developing/implementing sustainable financing mechanisms (e.g., enterprise fund, resilience financing)

Outreach & Engagement Services

The NEEFC is particularly interested in outreach and engagement services tailored to small, rural, underserved, disadvantaged, or environmental justice

communities and tribal nations. We are seeking consultants/firms with experience in inclusive engagement strategies that reach these audiences, in pursuit of more equitable implementation of environmental and climate-related projects and infrastructure investments.

12. Community outreach and engagement planning/implementation (e.g., stakeholder consultations, charrettes, workshops, other non-traditional/creative ways to engage communities, both in-person and virtual)
13. Facilitation
14. Translation services
15. Curriculum/training development
16. Communications (e.g., marketing, graphic design, web development)

The evaluation criteria (see Section 2.1) will benefit those providers who can demonstrate:

- Experience working with municipalities, tribes, public water systems/utilities, nonprofits, community-based organizations, and/or small businesses in New England;
- Experience engaging with small, rural, underserved, disadvantaged, or environmental justice communities in their work;
- Commitment to increasing the equitable implementation of environmental and climate-related projects and infrastructure investments;
- Ability to assist communities not only to implement a project, but also to build local capacity to perform a similar task or project independently in the future; and
- Have a degree of flexibility in how and where services are delivered and can tailor content and delivery methods to meet the specific needs of NEEFC projects/communities.

1.1.5 Costs

No cost proposals are to be submitted with the qualifications. Cost information will be requested only if a consultant is being considered for a contract. 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.

1.2 General Information

1.2.1 Contract Administration and Conditions

- 1.2.1.1 Respondents deemed qualified and selected to perform services will be required to execute a contract in the form of a University of Maine System Contract for Services, which is attached to this response as **Appendix C**. The Contract for Services initial term and renewal periods are reflected in Section 2 of Appendix C, Contract for Services, and are subject to continued availability of funding and satisfactory performance.

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

In the event of a conflict of terms the following precedence will apply:

1. University of Maine System Contract for Services
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFQ
5. Respondent's Submission
6. Purchase Order or Letter of Agreement

1.2.1.2 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.

1.2.1.3 By submitting a response to a Request for Qualifications, 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.

1.2.2 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.

1.2.3 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 all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such requests must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

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.

1.2.4 Costs of Preparation

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

1.2.5 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.

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 Executive Director of Strategic Procurement & Services and it is not approved, valid or effective until such written approval is granted.

Vice Chancellor for Finance and Administration approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

Chief Business Officer approval is required of any campus specific agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

1.2.6 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.

1.2.7 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.

1.2.8 Environment Compliance

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

1.2.9 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.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
	Issue Date	January 17, 2024
Section 1.2.2	Deadline for Written Inquiries/Questions	January 31, 2024
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	February 9, 2024
Section 1.2.2	Deadline for Proposal Submission	February 23, 2024
Section 2.2	Qualification Announcement	TBD

1.3.2 Eligibility to Submit Responses

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

1.3.3 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.

1.3.4 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

1.3.5 Response Validity

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

1.3.6 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.

1.3.7 Respondents’ Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.3.8 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 Respondents will be evaluated based on the following criteria.

Evaluation Criteria	Reference Section
1. Knowledge and Track Record	Appendix E
2. Key Staff Qualifications	Appendix E
3. Experience Providing Technical Assistance	Appendix E
4. Adaptive Project Management & Capacity Building	Appendix E
5. Contract for Services (Acceptance of all T&Cs)	Appendix C

2.1.2 Services and Organizational Evaluation (Appendix E)

The evaluation team will use a consensus approach to evaluate Respondents for entrance into the consultant pool based on a pass/fail decision. Responses will be evaluated using the following guidelines:

- a. Reviewers will first evaluate whether the Respondent has satisfactorily documented their qualifications and ability to deliver each individual service identified in the application on a yes/no basis.
- b. Reviewers will then rate Respondents on each of the organizational evaluation criteria on a scale of 'Poor,' 'Fair,' 'Good,' or 'Excellent'. If the Respondent scores 'Poor' on any one of evaluation criteria #1-4 above, the consultant will automatically be disqualified from the consultant pool (i.e., fail). Respondents rating 'Fair' or above on evaluation criteria #1-4 will be accepted (i.e., pass) for the specific service(s) determined in the previous step.

2.1.3 Contract for Services (Appendix C)

The evaluation team will use a consensus approach to evaluate responses. The University reserves the right to reject any or all responses, in whole or in part, for any response in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- c. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will be considered favorably in the evaluation.
- d. Proposed revisions to the Agreement provisions specified in Section 1.2.1.2 will be considered but may result in disqualification.
- e. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

2.2 Award

The University reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

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 Respondents to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Qualifications 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. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. 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 University of Maine System's Chief Facilities and General Service 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.

3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

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 Questions & Related Information

3.2.2.2 Insert Appendix D – Organization Reference Form

3.2.2.3 Insert Appendix E – Evaluation Criteria, Questions & Services Table

Appendix A – University of Maine System Response Cover Page

RFQ # 2024-020

New England Environmental Finance Center Call for Environmental Consultants

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. 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.
2. 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.
3. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
4. By submitting a response to a Request for Qualifications, bid or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1.1** 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 1.2.1.1** 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 # 2024-020

New England Environmental Finance Center Call for Environmental Consultants

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 – Contract Template (FOR ILLUSTRATIVE PURPOSES ONLY. Do not complete at this time)

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SPECIAL SERVICES

This Subcontract is entered into by and between **the University of Maine System, acting through the University of Southern Maine**, hereinafter referred to as the "University", and "«VenOrgName»", hereinafter referred to as "Subcontractor".

WHEREAS, the work and services hereinafter described to be performed by the Subcontractor are directly related to the work and services to be furnished by the University under the project **(INPUT PROJECT NAME HERE) «ProjectCode»**, funded by a contract (or a grant) with **«ConFedAgency»** hereinafter referred to as the "Sponsor".

WHEREAS, the University desires to enter into a contract for professional services, and the Subcontractor represents itself as competent and qualified to accomplish the specific requirements of this Subcontract to the satisfaction of the University;

THEREFORE, for and in consideration of the payments, terms and conditions hereinafter set forth, the Subcontractor hereby agrees with the University to furnish all key personnel, facilities, materials and services and in consultation with the University, to perform the services, studies or projects hereinafter described in ATTACHMENT A: KEY PERSONNEL, BUDGET SUMMARY, SPECIFICATIONS OF WORK TO BE PERFORMED and SPECIAL TERMS AND CONDITIONS - which is hereby incorporated into this Subcontract for Special Services by reference

1. **Specifications of Work:** The Subcontractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.
2. **Term:** This Subcontract shall commence on **«ConStartDate»** and shall terminate on **«ConEndDate»**, unless terminated earlier as provided in this Subcontract.
3. **Payment :**
 - A. The total of **all** payments made against this Subcontract shall not exceed **«ConTotal»**. Any expenses not listed here will not be reimbursed.
 - B. The University shall compensate the Subcontractor at the rate of **«ConRate»** per **«ConUnitTime»** (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.
 - C. Reimbursement for travel:
 - All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

OR

Subcontractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed «**ConTotalTravelExp**» Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

D. Other expenses (postage, printing, phone, etc.) shall not exceed «**ConTotalOtherExp**». Copies of receipts or itemized bills for expenses must be submitted for reimbursement

4. **Termination:** This Subcontract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Subcontractor fails to comply with the provisions of this Subcontract, the University shall have the right to terminate this Subcontract immediately with written notice. Termination does not release the Subcontractor from its obligations to provide services per the terms of the Subcontract during the notification period.
5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Subcontractor for all services performed to the effective date of termination subject to offset of sums owed by the Subcontractor to the University.
6. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this Subcontract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this Subcontract or proceeds thereof.
7. **Modification:** This Subcontract may be modified or amended only in a writing signed by both parties.
8. **Assignment:** This Subcontract, or any part thereof, may not be assigned, transferred or subcontracted by the Subcontractor without the prior written consent of the University.
9. **Applicable Law:** This Subcontract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration:** «**USMPD**», **Project Director**, shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Subcontract and to whom all notices must be sent
11. **Non-Discrimination:** In the execution of the Subcontract, the Subcontractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

12. **Indemnification:** The Subcontractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Subcontract. Subcontractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Subcontractor, its agents, employees or subcontractors, in performing its obligations under this Subcontract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Subcontract or based on any libelous or other unlawful matter contained in such data.
13. **Subcontract Validity:** In the event one or more clauses of this Subcontract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Subcontract.
14. **Independent Subcontractor:** Subcontractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Subcontractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Subcontractor. Subcontractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Subcontract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
16. **Entire Contract:** This Subcontract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
17. **Licensing:** Subcontractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Subcontract. Subcontractor shall provide proof of such licensure or permit to the University prior to commencing work under this Subcontract.
18. **Record Keeping, Audit and Inspection of Records:** The Subcontractor shall maintain books, records and other compilations of data pertaining to the requirements of the Subcontract to the extent and in such detail as shall properly substantiate claims for payment under the Subcontract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All

retention periods start on the first day after the final payment of the Subcontract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Subcontractor pertaining to this Subcontract. Such access shall include on-site audits. **non Subrecipient**

Or (use one or the other)

AUDIT AND ACCESS TO RECORDS. Subrecipient certifies by signing this Subaward Agreement that it complies with the OMB Uniform Guidance (2.CFR.200), will provide notice of the completion of required audits and any adverse findings which impact this subaward as required. The Subcontractor shall maintain appropriate accounting records sufficient to properly document costs claimed and incurred in the performance of this Subcontract and shall make such records available during regular business hours at the Subcontractor's normal place of business, upon request, to the University's or Sponsors' authorized agent for audit purposes. Said records shall be retained and kept available by the Subcontractor for a period of not less than three (3) years and the current year or until audit and resolution of any exceptions resulting therefrom, whichever occurs last from the expiration or termination of this Agreement. **Use if Subrecipient**

19. **Publicity, Publication, Reproduction and use of Subcontract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University. The Subcontractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Subcontract, makes any statement bearing on the work performed or data collected under this Subcontract to the press or issues any material for publication through any medium of communication. If the Subcontractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Subcontract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.
20. **Confidentiality:** The Subcontractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Subcontract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

22. **Accessibility:** If the solution, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Contractor hereby warrants that the products and/or services to be provided under this agreement comply with the W3C's Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.1 for web content.

The Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and Contractor further agrees to indemnify and hold harmless the University of Maine System from any claim arising out of its failure to comply with the aforesaid requirements. The University, at its discretion, may at any time test the Contractor's products or services covered by this agreement to ensure compliance with the above standards. Complaints, or testing, that results in findings of non-compliance, that are not corrected within 30 days of being reported to the Contractor in writing, shall constitute a breach of this agreement and shall be grounds for termination of this agreement and a pro-rated refund of fees paid by the University.

23. **General Provisions:** This Subcontract is subject to the general and special terms and conditions as set forth in the University's award from the «**ConFedAgency**» **Insert funder here for non-fed funds** which is incorporated herein, and shall be governed by the laws of the State of Maine as to interpretation and performance. **Use only if subrecipient**
24. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
25. **Insurance Requirements and Proof of Insurance (prior to performance of service): Attachment B, hereby incorporated by reference.** The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.
26. **If checked, Standards for Safeguarding Information: Attachment C, hereby incorporated by reference (additional signatures required)**

[If this Subcontract is NOT funded in whole or in part with Federal funds, and this subcontract is NOT in an amount greater than or equal to \$150,000, the following clause should be deleted.]

27. Subcontractor Employee, Subcontractor, and Subgrantee Whistleblower Rights and Requirement To Inform Employees of Whistlerblower Rights (Sep 2013)
- (a) This subcontract and individuals working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on Subcontractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and FAR 3.908 (http://www.acquisition.gov/far/current/html/Subpart%203_9.html)

Request for Qualifications– New England Environmental Finance Center-Call for Environmental Consultants

Dated: January 17, 2024

- (b) The Subcontractor shall inform its employees and individuals working on this subcontract in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold of \$150,000.

IN WITNESS WHEREOF, the Subcontractor and the University of Maine System, by their representatives duly authorized, have executed this Subcontract

FOR THE SUBCONTRACTOR:

FOR THE UNIVERSITY:

Authorized Signature Date

«VenFirstName» «VenLastName»

«VenLetters» «VenTitle»

«VenOrgName»

«VenAddress1»

«VenCity», «VenState» «VenZip»

Authorized Signature Date

«LU_USMAAUSMAA»

«Program_Area»

Cutler Institute for Health and Social Policy

Muskie School of Public Service, USM

IF EQUAL TO OR GREATER THAN \$50,000

Authorized Signature Date

Rachel Piper, Chief Procurement Officer

UMS Office of Strategic Procurement

University of Maine System

UMS06-«DepartmentCode»-«FundCode»-«AccountCode1»-«ClassCode»-«ProjectCode» Amount: «ConTotal»

Please note this Subcontract is not valid or legally binding until a University purchase order has been issued for the effective dates and the total amount of this Subcontract. The vendor should not start work associated with this Subcontract until the University purchase order has been received.

ATTACHMENT A FOLLOWS

ATTACHMENT A

(FOR ILLUSTRATIVE PURPOSES ONLY. Do not complete at this time)

SUBCONTRACT FOR SPECIAL SERVICES BETWEEN
THE UNIVERSITY OF MAINE SYSTEM AND «VENORNAME»

I. KEY PERSONNEL:

The Subcontractor's designated key person(s) for the duration of the performance of this

Subcontract is «VenFirstName» «VenLastName»

Key personnel under this Subcontract are designated at all times for worker's compensation and every other purpose to be employees of the Subcontractor and not of the University. Changes in key personnel shall require the University's prior written approval. Such changes may cause the University to deem it necessary to order changes in the specifications of work to be performed, make adjustments to the budget, extend or terminate the Subcontract.

II. SPECIFICATIONS OF WORK TO BE PERFORMED

«Content»

EXPECTED OUTCOMES:

«ExpectedOutcomes»

III. WORK PLAN: **The Work Plan will cover the period** «ConStartDate» **through** «ConEndDate».

IV. BUDGET SUMMARY AND PAYMENTS:

The University shall compensate the Subcontractor for costs, not to exceed «ConTotal», incurred in the delivery of services as described in Section II, Specifications of Work to be Performed. Total Subcontract amount not to exceed «ConTotal».

Detail the budget by line items categories (example below) to be reported on OR insert a budget if available.

- Services: «ConTotalConsultRate»
 - Travel: «ConTotalTravelExp»
 - Supplies/Other/Miscellaneous: «ConTotalOtherExp»
- Total budget: «ConTotal»**

OR

The University shall compensate the Subcontractor at an “**All-Inclusive Rate**” of «ConRate» per «ConUnitTime» for up to «ConUnitNum» «ConUnitTime»(s) for the delivery of services as described in Attachment A. Total Subcontract amount not to exceed «ConTotal».

OR

The University shall compensate the Subcontractor an “**All-Inclusive Fixed Price**” rate of «ConTotal» for the delivery of services as described in Attachment A. Total Subcontract amount not to exceed «ConTotal».

OR

The University shall compensate the Subcontractor at the rate of

«ConRate» per «ConUnitTime» for «ConUnitNum» «ConUnitTime»(s) for a Total Consulting Fee not to exceed «ConTotalConsultRate».

The University shall reimburse Subcontractor for the following travel-related expenses:

- Mileage calculated at \$0.44 per mile not to exceed «ConMileageExp»
- Lodging not to exceed «ConLodgeExp»
- Airfare not to exceed «ConAirfare»
- Meals not to exceed «ConMealExp» (*Maximum allowance of \$48.00 with receipts per day or \$46.00 per diem in accordance with USM guidelines*)
- Other miscellaneous travel-related expenses not to exceed «ConTravelOther»

Total Travel-related expenses not to exceed «ConTotalTravelExp». Subcontractor will submit receipts and itemized bills for expenses to be reimbursed. Travel-related expenses are reimbursed

in accordance to the University of Maine System’s reimbursement policy under the Administrative Practice Letter for Travel and Expense Procedures, Section IV-B; URL <http://www.maine.edu/pdf/IV-BTravelandExpenseReporting2008.pdf>

(NOTE: The following sentence is mandatory only for projects that include FEDERAL FUNDS. Revise as needed to reflect grant/contract and may be deleted if not applicable.)

As this project is funded, in whole or part, with Federal or Grant Funds, via the «ConFedAgency», CFDA Number «ConCFDANumber» under «ConAgreementName», Grant Number «ConAgreementNumber», the availability of funds is contingent upon the execution and continuation of that agreement with the University of Southern Maine for the period of the Subcontract.

Payment Terms:

- Itemized invoices shall be submitted no more frequently than monthly, and no less frequently than quarterly.
- Payments will be made within thirty (30) days of receipt of an approved itemized invoice.
- Final invoices must be submitted no later than thirty (30) days following expiration of Period of Performance.
- Invoices need to be made out to University of Southern Maine and include invoice number and date.
- Submit invoices to: mrtq.invoices@maine.edu or muskiesubcontracts@maine.edu

V. SPECIAL TERMS AND CONDITIONS:

«ConSpecialConditions»

The following should be included for Portable Scribe. Can delete for others.

- Ensure that all personnel having access to audio recordings understand their responsibilities to protect and safeguard the confidentiality and security of the audio recordings and transcripts.
- Destroy audio recordings and transcribed notes upon completion of the work. For purposes of this subcontract, completion of work occurs when Muskie project staff acknowledge receipt of the transcribed notes.

Detail any special terms or conditions.

Rider C: If applicable, use one of the two choices that is appropriate for the given situation:

- Business Associate Addendum (BAA) for use with protected health information **OR**

- Standards for Safeguarding Information (SSI) for use when a general statement of responsibilities is more appropriate
- Delete either or both Rider C (BAA/SSI) if not applicable**

RIDER D: (FFAT) Included completed form if this agreement is:

- funded through a Federal award,
- an is in excess of \$25,000,
- and involves a subrecipient vs. a vendor relationship (send copy to OSP)

RIDER E: Include completed form if this agreement is:

- funded through the U.S. Department of Health and Human Services or the National Institutes of Health and involves a subrecipient relationship, regardless of amount

The following Riders included with this Agreement are checked:

Rider C – Standards for Safeguarding Information

Rider D – Federal Funding Accountability and Transparency Act (FFATA) Subawardee Informator Form

Rider E – Financial Conflict of Interest

SPECIFIC UNIVERSITY ADMINISTATOR FOR THIS PROJECT:

_____ DATE: _____

«USMPD»

END of ATTACHMENT A

ATTACHMENT B

INSURANCE REQUIREMENTS

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
4	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
5	Cyber Liability Insurance (If PII or PHI is stored on systems managed by the provider, the coverage is mandatory.)	\$1,000,000 per occurrence or more
6	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

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

Certificates of Insurance for all of the above insurance shall be filed with:

**University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330**

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

**RIDER C
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.

Appendix D – Organization Reference Form

Respondent’s Organization Name: _____

INSTRUCTIONS: Provide a minimum of two (2) current professional references who *may* be contacted for verification of the Respondent’s professional qualifications to meet the requirements set forth herein.

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

Appendix E – Evaluation Criteria, Questions & Services Table

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 Criteria

See section 2.1 for additional details surrounding evaluation. Preference will be given to consultants who can demonstrate experience working with small, rural, underserved, disadvantaged, and environmental justice communities and tribal nations, with the aim of increasing the equitable implementation of environmental programs and infrastructure investments.

1. **Knowledge and Track Record:** Consultants must demonstrate expertise and experience in the services described in the RFQ. Providers may specialize in one or two service categories, or may provide a broad range of technical, managerial, financial, outreach, or engagement services in the environmental field.
2. **Key Staff Qualifications:** Consultants must demonstrate the expertise and qualifications of key staff to deliver identified services.
3. **Experience Providing Technical Assistance:** Consultants must demonstrate successful experience providing technical assistance to municipalities, tribes, public water systems/utilities, nonprofits, community-based organizations, and/or small businesses, preferably in New England.
4. **Adaptative Project Management & Capacity Building:** Assistance will be provided on an as-needed basis. Consultants must demonstrate that they have a degree of flexibility in how and where services are delivered, and that they can tailor content and delivery methods to meet the specific need(s) of the community. Preference will be given to consultants who can demonstrate their ability not only to implement a project on behalf of a community, but to provide guidance and build local capacity during the project, such that the community could perform a similar task or project independently in the future.
5. **Contract for Services (Acceptance of all T&Cs):** See Appendix C for details on contract terms and conditions.

Evaluation Questions - Organizational Information, Qualifications, and Experience

1. **Contact Information:** Please provide a Primary Contact Person, with phone number and email.
2. **Organizational Mission and Profile:** Please describe your organization's mission, expertise, and experience. Please include number of staff; how long you have been in business; your annual budget; any and all acquisitions or mergers in the last five years; and the number of projects and

clients your organization is involved with in a given year. If you have an annual report, you are encouraged to include it as an attachment. Is the company publicly or privately held?

- a. Please indicate if your company either self identifies or holds certification as a LGBTQ+ BE, MBE, SDVBE, SBE, veteran-owned, service-disabled veteran-owned, HUBZone, small, disadvantaged business, women-owned, minority-owned, WBE, VBE etc. If appropriate, please indicate if you hold a certification. If certified, prior to an award the University may request a copy of the certification from your company.
 - b. 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. Please include any designations as provided in #3 regarding diverse business status.
 - c. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
3. **Key Staff:** Please provide brief biographies of key staff. You may attach résumés of key staff as appropriate.
 4. **Qualifications for Services:** Include a statement that explains why your organization is qualified to provide the specific service(s) indicated in the table below. What differentiates you from your competitors?
 5. **Prior Experience:** List recent (last two to five years) project accomplishments related to the service(s) indicated in the table below. As available, please provide examples of work with municipalities, tribes, public water systems/utilities, nonprofits, community-based organizations, and/or small businesses in New England.
 6. **Method of Evaluation:** Describe how you currently evaluate the effectiveness of the services you provide.

Services Table

INSTRUCTIONS: Please indicate which services, including sub-services, your organization can provide in response to this RFQ. For each service/sub-service, please justify why your organization is qualified to provide this service. Include specific examples when available.

(X)	Service Category	
Technical and Managerial Services		
	Environmental reviews and assessments ¹	
		Environmental impact assessment
		Soil surveying
		Water quality sampling/monitoring
		Land surveying
		Lead service line inventorying
		Climate vulnerability/risk assessment
		Cybersecurity/risk assessment for water systems
		Ordinance/bylaw review
		Watershed characterization
	Planning and design ¹	
		Asset management
		Capital improvement planning
		Operations and maintenance (O&M) planning
		Nature-based solutions and green infrastructure site/project design
		Climate action planning
		Quality Assurance Project Planning (QAPP)
		Cybersecurity planning for water systems
	Modeling (e.g., hydraulic & hydrologic, water quality, energy)	
	Data management, analytics, and visualization	
	Environmental engineering (including designs, plans, specifications) ¹	
		Drinking water infrastructure (including wells)
		Wastewater infrastructure (including decentralized/septic)
		Stormwater infrastructure
		Renewable energy/energy efficiency
	Project and/or construction management	
	Monitoring and evaluation (both strategy development and implementation)	
Financial Services		
	Financial analysis and planning (e.g., feasibility studies, budgeting, utility rate analysis, income surveying, identifying funding sources/tax credits)	
	Funding application support/grant preparation	

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	Sequencing funding/financing and managing funding stacks
	Developing/implementing sustainable financing mechanisms (e.g., enterprise fund, resilience financing)
Outreach & Engagement Services	
	Community outreach and engagement planning/implementation (e.g., stakeholder consultations, charrettes, workshops, other non-traditional/creative ways to engage communities, both in-person and virtual)
	Facilitation
	Translation services
	Curriculum/training development
	Communications (e.g., marketing, graphic design, web development)
Other Relevant Services	
	Other (please describe)

¹ Please select relevant sub-services.