



Administered by University of Maine System
Office of Strategic Procurement
Request for Proposal (RFP)

University Financing Services

RFP #2024-062

Issued Date: April 1, 2024

Response Deadline Date/Time: May 3, 2024, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: University Financing Services - RFP#2024-062

Response Contact Information:

Strategic Sourcing Manager (SSM): Derek Houtman
Email: UMSResponses@maine.edu

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

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

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

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

1.1.2 Background

Overview

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

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

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

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

1.1.3 Purpose

The University of Maine System is seeking responses to provide Financing Services for periodic procurement of capital equipment as well as Energy Services Company (ESCO) contracts as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

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

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).

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

1.1.4 Specifications / Scope of Work

The purpose of this RFP is to enter into a master agreement for ongoing capital financing with a qualified financial firm with relevant experience with pre-negotiated terms and conditions and a fixed basis point markup above a publicly available index. Such financing should include the option for tax-exempt or taxable financing. Financing schedules shall be based on terms of 2 years up to 10 years for capital equipment and up to and including 20 years for ESCOs, not to exceed the useful life of the property.

Payments will be made on the 15th day following each calendar quarter or as otherwise mutually agreed. Campuses may require flexibility on the first payment date. Financing shall be obtained as needed. The University will file form 8038-G or form 8038-GC as applicable and provide a copy to the financing partner. The University prefers to have payments pulled from the University’s bank account by financial partner.

The University will not commit to a minimum contract amount to be financed annually in any agreement resulting from this RFP. Since 2017, the University campuses have financed over \$18M in purchases, which includes \$11M in ESCO contracts. This also includes the Covid-19 time period from 2020-2022, where very few purchases were made. This University may increase this obligation with mutual agreement of the financier and University.

Upon the finance closing, the University shall have title/own the asset. The University shall claim depreciation and deduct the interest expense each year on the asset(s) acquired through the agreement.

Types of Assets Acquired by financing agreements: (not exclusive)

- Laboratory Equipment
- Computer Equipment
- Office Equipment
- Maintenance Equipment
- Motor Vehicles
- Heavy Construction / Maintenance Equipment (e.g, dump trucks, front end loader, excavator)
- Grounds Equipment (e.g., compact utility tractors, lawn mowers, etc.)
- Specialized Equipment made for the University
- Energy improvements (e.g., lighting, HVAC, insulation, wiring, windows, roofs)

Real estate property shall be excluded from this Master Agreement.

The University will procure all items through the University's Administrative Practice Letter - University of Maine System Purchasing Procedures. The minimum amount to be financed under each individual campus schedule shall not be less than \$20,000. The financier will be granted a security interest in the financed items while the University will retain title. Financed items will remain at the University campuses or sites operated by the University or deemed necessary by the University. Financier shall not seek to issue (directly or indirectly) bonds, certificates of participation, or any other publicly offered debt instruments in relationship to this document at this time and no public sale of participation will be allowed.

The System Accounting Department will be involved with the administration of all financings; however, individual financing needs shall be determined by each University's Chief Business Officer subject to University policies, APL's, and budget procedures. The financier will provide portal access with financing details for each schedule.

The University reserves the right to aggregate multiple small financial schedules into one larger schedule with mutual agreement of the financier if in the University's best interest.

1.2 General Information

1.2.1 Contract Administration and Conditions

1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Master Agreement, which is attached to this response as **Appendix D**. The Master Agreement initial term and renewal periods are reflected in Section 2 of Appendix D, Master Agreement, and are subject to continued availability of funding and satisfactory performance.

The Master Agreement entered into by the parties shall consist of the University of Maine System Master Agreement (attached to this document), the RFP, 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 Master Agreement
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFP
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 Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

1.2.2 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 request 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 Pricing

All prices provided shall remain firm for the entire term of the agreement.

1.2.8 Cost Response Form Quantities

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

1.2.9 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the 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.

1.2.10 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.

1.2.11 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
Section 1.2.2	Deadline for Written Inquiries/Questions	April 12, 2024
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	April 15, 2024
Section 1.2.2	Deadline for Proposal Submission	May 3, 2024
Section 1.3.8	Estimated Respondent Presentation Date (subject to change)	Week of May 20th, 2024
Section 2.2	Award Announcement (subject to change)	May 31, 2024 (Subject to Board Approval)
	Estimated Agreement Start Date (subject to change)	July 15, 2024 (Subject to Board Approval)

1.3.2 Eligibility to Submit Responses

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

1.3.3 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 Scoring Weights

The score will be based on a 100-point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	60
Appendix D	References	5
Appendix E	Organization, Process, Qualifications, and Experience	25
Appendix F	Legal Requirements – Sample Agreement	10
Total Points		100

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

The total cost of capital proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

2.1.2.2 Switching Cost: The University will evaluate the internal switching costs related to switching from a legacy solution or considerations from moving to on-premise to hosted with the legacy solution. This will include internal resource time, API/Interfaces, SSO and other requirements needed to support each proposed solution.

This cost may differ depending on the Respondent's unique solution proposed.

2.1.2.3 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

2.1.2.4 Legal Requirements – Sample Financing Agreement

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 Award

While the University prefers a single solution that meets all of the University's needs, it 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 Tie Bids

When two equal bids are received, there shall be a preference for "in-state bidders". When tie bids are both in-state, or both out-of-state, the award will be made to the bid that arrives first which will be determined by reviewing the electronic submission date and time stamp.

2.4 Negotiations

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

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

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

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

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

3.1.2 Respondents Responsibility

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

3.1.3 Brief Response

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

3.2 Response Format Instructions

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

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

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

3.2.1 Section 1 - Response Cover Page

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 2 - Cost Response

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 - Response to Questions

- 3.2.3.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.3.2 Insert Appendix D – Organization Reference Form
- 3.2.3.3 Insert Appendix E – Evaluation Question(s) - Organization, Qualifications and Experience
- 3.2.3.4 Insert Appendix F – Legal Requirements – Sample Financing Agreement

Appendix A – University of Maine System Response Cover Page

RFP #2024-062
University Financing Services

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP #2024-062
University Financing Services

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 – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP #2024-062
University Financing Services

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This “cost” will encompass the entire solution pricing.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Identify all costs by year, to be charged for performing the services necessary to accomplish the objectives of this document.
6. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
7. Respondents’ are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.
8. Pricing will be guaranteed by the vendor for the term of the Agreement.
9. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

**Exhibit 1 – Capital Equipment Pricing / Fee Structure
Cost**

All costs associated with the Services (if applicable) must be provided.

Index Table

Complete the following table identifying your publicly available benchmark/index (provide link). Use the date of March 28, 2024, to demonstrate rates that you propose, including the markup of the Index being offered for each term.

Taxable Financings:

<u>Term (Years)</u>	<u>Base Point(s) Above Index</u>	<u>Index</u>	<u>Reserve Index Rate</u>
2		2 Year	
3		3 Year	
4		4 Year	
5		5 Year	
6		6 Year	
7		7 Year	
8		8 Year	
9		9 Year	
10		10 Year	

Administrative Fee (Per Schedule): \$

Other Fee(s) (Per Schedule): \$

Describe in detail Other Fee(s) (Per Schedule):

Early Payment Fees, if any, including all details:

Non-Taxable Financings:

<u>Term (Years)</u>	<u>Base Point(s) Above Index</u>	<u>Index</u>	<u>Reserve Index Rate</u>
2		2 Year	
3		3 Year	
4		4 Year	
5		5 Year	
6		6 Year	
7		7 Year	
8		8 Year	
9		9 Year	
10		10 Year	

Administrative Fee (Per Schedule): \$

Other Fee(s) (Per Schedule): \$

Describe in detail Other Fee(s) (Per Schedule):

Early Payment Fees, if any, including all details:

Exhibit 2 – ESCO Pricing / Fee Structure

Cost

All costs associated with the Services (if applicable) must be provided.

Index Table

Complete the following table identifying your publicly available benchmark/index (provide link). Use the date of March 28, 2024, to demonstrate rates that you propose, including the markup of the Index being offered for each term.

Taxable Financings:

Term (Years)	Base Point(s) Above Index	Index	Reserve Index Rate
5		5 Year	
10		10 Year	
15		15 Year	
20		20 Year	

Administrative Fee (Per Schedule): \$

Other Fee(s) (Per Schedule): \$

Describe in detail Other Fee(s) (Per Schedule):

Early Payment Fees, if any, including all details:

Non-Taxable Financings:

Term (Years)	Base Point(s) Above Index	Index	Reserve Index Rate
5		5 Year	
10		10 Year	
15		15 Year	
20		20 Year	

Administrative Fee (Per Schedule): \$

Other Fee(s) (Per Schedule): \$

Describe in detail Other Fee(s) (Per Schedule):

Early Payment Fees, if any, including all details:

Appendix D – Organization Reference Form

Respondent’s Organization Name: _____

INSTRUCTIONS: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent’s professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System. The references should be administrators who your organization works directly with.

We request that the references include one long-standing customer (minimum of 3-year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

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 Question(s) - Organization, Process, Qualifications, and Experience

Respondent's Organization Name: _____

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

Evaluation Question(s)

1. Provide a statement describing your company to include entity type, name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years.
2. Provide the address of the office that will cover the University's account.
3. Provide resumes for each staff member responsible for the relationship, the execution of capital financing, the execution of ESCO financing, and other key positions necessary for the requirements of this documents. Resumes shall include education, experience, license, and / or certification of each individual.
4. Provide an overview of your company's experience in providing financing agreements including ESCO financing.
5. Describe your company's financing agreements (capital and ESCO) with the public sector and higher education. List current agreements over the past three years with public sector and / or higher education.
6. Has your company, or an officer or principal, in the past five (5) years been involved in any business litigation or other legal proceedings relating to your master financing agreement activities? If so, provide an explanation and indicate the current status or disposition.
7. Provide, in detail, the interest rate proposal in your company's financing agreement. Outline the computation details of the proposed interest rates.
8. How many years will you commit to holding the proposed basis point mark ups listed in Appendix C.
9. Are we able to lock in financing rates in advance of a capital purchase? How much does this cost and how far out can we lock this rate?
10. The University expects transactions to occur at or near the time of acquisition of the property, however in certain cases where lead-times are not involved it may be necessary or desirable to lock in financing before the property is acquired. Describe offered escrow account options, if any, including investment options and your process for the University accessing escrow funds. Also, provide any fees associated with them.
11. Additionally, the University may desire to self finance and then be reimbursed for capital or ESCO project costs to minimize the cost of carrying capital. Please describe your willingness to accommodate this approach.

12. Describe the timing and process of your commitment to a firm interest rate on a typical transaction in relation to the University's request and the actual advance of funds.
13. Describe the support you provide for the closing process including but not limited to:
 - a. assistance with providing draft financing and reimbursement resolutions for the University to submit to its Board of Trustees.
 - b. the extent to which a secure portal is available to increase efficiencies of communications.
 - c. the document process for the various schedules of property.
 - d. the signature process including required use of wet signatures that need to be mailed for closing or following closing versus secure digital/pdf or other streamlined signing options.
14. Does your company provide secure online resources for the University to utilize? If so, describe in detail.
15. Provide proof of financial stability in the form of a 10-K financial statements package or equivalent for your entity type. If a current 10-K is unavailable, financial statements that have been audited and certified by an independent Certified Public Accountant (CPA) shall be deemed acceptable.
16. Provide any additional relevant information the University should consider in evaluating your company's qualifications or proposal.

Appendix F – Legal Requirements – Sample Master Financing Agreement

Respondent’s Organization

Name: _____

Provide the proposed form of the master financing agreement and individual financing schedules as applicable, for both capital and ESCO financing. Also, indicate if there are any provisions that the firm is not willing to adjust or modify if so requested by the University. Include any other related documents like escrow and account control agreements. Further, include tax-exempt and taxable transaction language, if applicable.

The University of Maine System, due to its public nature as an agency and instrumentality of the State of Maine, will **not** agree to the following terms and conditions within the Master Agreement(s):

1. Provide any defense, hold harmless or indemnity.
2. Waive any statutory or constitutional immunity, including protections provided under the Maine Tort Claims Act (14 M.R.S.A. '8101, et seq.).
3. Apply the law of a state other than Maine.
4. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
5. Add any entity as an additional insured to UMS policies of insurance.
6. Pay attorney’s fees, costs, expenses or liquidated damages.
7. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act.
8. Permit an entity to change unilaterally any term or condition once the contract is signed.
9. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract.
10. Automatic renewals for term(s) greater than month-to-month.

Additional Legal Requirements:

1. Financing agreements shall contain a provision for non-appropriation of funds and shall not contain any restrictions on the University's ability to acquire equipment in addition to, or in substitution for, the financed property.
2. Under no circumstances, can a lien be placed upon real estate as collateral for any of the financed capital equipment.