

Administered by University of Maine System

Office of Strategic Procurement

Request for Qualifications (RFQ)

SUBMISSION FORM PACKAGE

COLLECTION SERVICES-

UNIVERSITY OF MAINE SYSTEM

RFQ #2025-063

**Issued Date:** February 14, 2025

**Response Deadline Date/Time:** March 21, 2025 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to UMSResponses@maine.edu

Email Subject Line- GNA: Collection Services- RFQ# 2025-063

**Response Contact Information:**

Email: UMSResponses@maine.edu

* 1. **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 respond to all 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.

* + 1. **Section 1 - Response Cover Page**
			1. Insert Appendix A – University of Maine System Response Cover Page (Label this “Section 1”)
			2. Insert Appendix B – Debarment, Performance and Non-Collusion Certification (Label this “Section 1”)
		2. **Section 2 – Submission Materials**
			1. Insert Appendix C – Organization Reference Form (Label this “Section 2”)
			2. Insert Appendix D – Submission Materials – Cost Exhibits (Provided in Excel)
			3. Insert Appendix E – Submission Materials – Organization, Qualifications and Experience
			4. Insert Appendix F- General and cash Management Communications and Reporting
			5. Insert Attachment A- Master Agreement

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

RFQ #2025-063

Collection Services for University of Maine System

|  |  |
| --- | --- |
| 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 this Request for Qualifications, or other offer to do business with the University your entity understands and agrees that:
	1. The Agreement provisions in **Section 1.2.1** 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;
	2. The above Agreement provisions in **Section 1.2.1** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
	3. 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.
	4. 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 #2025-063

Collection Services for University of Maine

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:

1. 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.
2. Have not, within three years of submitting the proposal for this contract, been convicted of or had a civil judgment rendered against them for:
	1. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract;
	2. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
	3. 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
	4. 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.
3. 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 – 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 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 |  |

**Appendix D – Required Cost Evaluation Exhibits**

University of Maine System COST EVALUATION

RFQ # 2025-063

Collection Services for University of Maine System

**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.
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. 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.
6. Pricing will be guaranteed by the vendor for the term of the Agreement.
7. 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.
8. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

**INSTRUCTIONS FOR – Exhibit 1 (Table 1) – Pricing Schedule (Delinquent Student Loans)**

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

Indicate the amount proposed to be charged for collection services on student loan accounts, including (a) first referrals and (b) second referrals. The University will not entertain bids exceeding the rates released in final regulations by the Department of Education for Perkins loans beginning July 1, 2008.

**Exhibit 1 (Table 1) –** Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

|  |  |
| --- | --- |
| **Respondent's Name:** | **Fee Schedule** |
| **#** | **Item Description** | Loan Accounts |
| 1 | First Referrals |  |
| 2 | Second Referrals |  |
| 3 | Litigation Accounts |  |

**INSTRUCTIONS FOR – Exhibit 1 (Table 2) – Pricing Schedule**

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

Indicate the amount proposed to be charged for collection services on student accounts, including (a) first referrals and (b) second referrals.

**Exhibit 1 (Table 2) –** Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

|  |  |
| --- | --- |
| **Respondent's Name:** | **Fee Schedule** |
| **#** | **Item Description** | Student Receivables Accounts |
| 1 | First Referrals |  |
| 2 | Second Referrals |  |
| 3 | Litigation Accounts |  |

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

Respondent’s Organization Name:

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

**Evaluation Question(s)**

1. Provide a statement describing Agency to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years.
	1. If Agency is a law firm, provide
		1. A list of all attorneys who will provide collection services with address, telephone number and services to be provided
		2. A list of states in which the attorneys are licensed to practice
	2. If the Agency is a department, division or subsidiary of a business entity, provide a corporate organization chart indicating the relationship between the primary or parent business entity and the Agency.
2. Provide a brief description of Agency’s corporate philosophy and management style, indicating how these elements are reflected in Agency’s collection services to include customer service.
3. Provide a clear and concise statement indicating Agency’s experience and knowledge of the collection industry and educational debt.
4. For loan account proposals, provide
	1. Information demonstrating Agency’s comprehensive knowledge of the Federal loan programs and experience performing university receivables collections.
	2. Brief description of training received by collection personnel including continuing education programs.
	3. List of professional affiliations and activities that support and promote Agency’s ability to remain current with respect to federal requirements and industry standards.
	4. List of activities, if any, in which Agency has participated that demonstrate Agency’s commitment to the student loan collections and student receivables industry.
	5. Description of Agency’s ability to maintain a high level of effective communication with the industry and UMS. Include a list of any procedures or publications that facilitate this.
5. Provide a list of all types of accounts serviced by the Agency [Student Accounts (tuition and other receivables), Student Loans (university held), Federal Loans (Stafford, Direct, PLUS, etc.), Medical, Government, etc.]. Provide two breakdowns by percentage of portfolio: the first based on number of accounts and the second by dollar volume.
6. Provide historical collection measures for the last three years, by year, for
	1. 1st referrals of student loans
	2. 2nd referrals of student loans
	3. 1st referrals of student accounts
	4. 2nd referrals of student accounts
7. For loan proposals, provide
	1. Complete copy of Agency’s two most recent annual compliance audits, prepared in accordance with 34CFR 668.23 and if applicable, Agency’s corrective action plan
	2. Statement indicating the value of two months of collection for current loans in Agency portfolio
8. Financial Stability

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

**Appendix F –** **Evaluation Question(s) – General, Cash Management and Communications and Reporting**

**Respondent’s Organization Name:**

All responses to the questions will reflect what is offered as part of the Respondent’s proposed solution. Respondents **MUST** indicate if the product or service requires modification, additional products or services, or if any other accommodation would be necessary to meet a requirement.

**Evaluation Question(s) – General Requirement Questions**

1. Provide a copy of Agency’s operating procedures used to collect student accounts
2. Provide a copy of Agency’s operating procedures used to collect student loans that includes handling of rehabilitation, bankruptcy, deferments, cancellations and death notifications.
3. Describe Agency’s ability to collect non-federal student loans, detailing any limitations.
4. Indicate whether Agency has capabilities for international collections, and if so, please briefly detail.

**Evaluation Question(s) – Cash Management Questions**

1. Provide a brief, yet detailed description of Agency’s internal controls for recording payments, cash management, bank deposits, remittances, bad checks, overpayments and audit procedures.
2. Indicate whether Agency has been terminated by a client in the last four years for failure to remit on a timely basis.
3. Provide a list of banks, including name, branch address and types of accounts where Agency currently has business and/or trust accounts.
4. Provide brief description of Agency’s ability to record all transactions and collection activities.
5. Provide a description of payment methods accepted by Agency to include processing details. [For example: are any fees charged to the borrower for a specific type of payment, can borrower set up recurring monthly payments, are there limits on types of payment accepted]
6. For loan proposals, provide
	1. Description of ability to electronically remit funds to UMS designated loan servicer
	2. Description of how Agency reviews designated loan servicer system/statements and requests payment from schools.
7. Provide a sample of monthly Billing/Remittance Statement and Invoice. Describe how these will be delivered.

**Evaluation Question(s) – Communication and Reporting Questions**

1. Describe how reports can/will be delivered. Provide examples of management reports to include, but not limited to, Status Report, Inventory of Accounts, Close and Return Report, Address Update Report, Analysis Report.
2. If Agency has a Client Portal, briefly describe what is available to clients, how it is accessed and what training is provided to clients.

### Provide a labelled copy of all forms and collections notices

**Attachment A – Master Agreement**

**(For illustrative purposes only- do not submit at this time)**

**UNIVERSITY OF MAINE SYSTEM**

**MASTER AGREEMENT**

This Master Agreement (“Agreement” or “Master Agreement”) entered into this **\_\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_,** by and between the **University of Maine System**, hereinafter referred to as the **"University",** and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafterreferred to as **"Contractor".**

**WITNESSETH**, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the University, the Contractor hereby agrees with the University to provide the products and services described in this agreement, and the following Riders, hereby incorporated into this Agreement and made part of it by reference:

**Rider A** - Specifications of Work to be Performed

**Rider A-1** – Pricing

**Rider B** – Insurance Requirements

**Rider C** – University of Maine System Standards for Safeguarding Information

**Rider D** – Services Engagement Form

**Rider E** – Implementation Plan and Timeline

**Rider F** – Contractor’s Service Level Agreement to Support the University

**Contract Amendments** as required

**Request for <<insert Bid or Proposal>> #**<<insert #>> Issue Date <<insert date>> Titled <<insert title>>

**Contractor’s Bid in Response to Request for <<insert Bid or Proposal>> #**<<insert #>> Proposal Submission Date <<insert date>> Titled <<insert title>>

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

**NOW THEREFORE,** in consideration of the mutual promises contained herein, the parties hereby agree as follows:

This Agreement, along with any documents identified, which are incorporated by reference, constitutes the entire Agreement between the parties, and there are no other or further written or oral understandings or agreements with respect thereto.

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.

agreement for services to support their needs over the term of this Agreement

1. **Term:** This Contract shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, unless terminated earlier as provided in this Contract with option for **<<enter renewals as appropriate>>** upon the parities’ mutual written agreement.

1. **Payment:**

1. Payment shall be made upon submittal of an electronic invoice to the University by the Contractor on a net 30 basis unless discount terms are offered.  In the event there is a discrepancy with the invoice, payment terms shall be effective starting on the date the discrepancy is resolved, for only that portion of the invoice that is disputed.  Invoices must include a purchase order number.

1. “**Additional Services**” The University will have the option to purchase additional services under this Agreement.
2. **Termination:** The **<< Agreement or a Services Engagement (Rider D) >>** may be terminated by the University in whole, or in part, whenever for any reason the University shall determine that such termination is in the best interest of the University. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the Agreement is terminated and the date on which such termination becomes effective. The University shall pay all allowable costs incurred up to the effective date of termination. However, the Contractor shall not be reimbursed for any costs incurred after the effective date of termination.

1. **Obligations Upon Termination:**  Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request.  The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

1. **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the University is not appropriated sufficient funds to pay for the work to be performed under this Agreement or if funds are de-appropriated, then the University is not obligated to make payment under this Agreement.

1. **Conflict of Interest:**  No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest.  No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.

1. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.

1. **Assignment:** This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.

1. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.

1. **Administration:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.

1. **NonDiscrimination:** In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information,or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

1. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.

1. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.

1. **Independent Contractor:** Contractor 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, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

1. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.

1. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Contract is the entire agreement between the University (including University’s employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, 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 this Contract shall apply.  University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract.  Contractor may not unilaterally change any term or condition of this Contract.

1. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.

1. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract.  All such records shall be kept for a period of seven years or for such longer period as specified herein.  All retention periods start on the first day after the final payment of the Contract.  If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.  The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract.  Such access shall include on-site audits.

1. **Publicity, Publication, Reproduction and use of Contract’s Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University funds shall vest with the University.  The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication.  If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

1. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.

1. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence.  Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe weather.  Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

1. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.

**To the University:**

Notice Submission via Email:  sourcing@maine.edu

**To Contractor:**

**<<NSTRUCTIONS – Respondent to supply information noted below for submission  >>**

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

1. **Invoices:** Unless otherwise specified in an attachment hereto, invoices and questions regarding invoices will be directed to:

University of Maine System

Accounts Payable

PO BOX 3955

SCRANTON, PA 18505

Phone:   207-581-2695

Fax:   207-581-2698

Invoice Submission Email:   UMAP@maine.edu

Invoice Inquires: UMSCentralAP@maine.edu

1. **Order of Precedence:**  In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:
2. **Terms and conditions of this Agreement**
3. **Rider A** - Specifications of Work to be Performed
4. **Rider A-1** – Pricing
5. **Rider B** – Insurance Requirements
6. **Rider C** – University of Maine System Standards for Safeguarding Information
7. **Rider D** – Services Engagement Form
8. **Rider E** – Implementation Plan and Timeline
9. **Rider F** – Contractor’s Service Level Agreement to Support the University
10. **Contract Amendments** as required
11. **Request for <<insert Bid or Proposal>> #**<<insert #>> Issue Date <<insert date>> Titled <<insert title>>
12. **Contractor’s Bid in Response to Request for <<insert Bid or Proposal>> #**<<insert #>> Proposal Submission Date <<insert date>> Titled <<insert title>>

1. **Multi-Institution Capabilities** University will have the option to include products and services under this Agreement to additional University institutions, this includes any additional University institutions formed during the term of this agreement, all facilities utilized by an institution including those managed and/or owned by a third party, and additional entities, such as, the University College a division of University of Maine at Augusta.

**The Community College System and Maine Maritime Academy**, both public higher education institutions in the state, shall be permitted to piggyback off of the University’s contract if they should so desire.  The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

1. **Smoking Policy**

The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In addition, University Institutions may have specific Smoking Prohibitions. The Respondent shall be responsible for the implementation and enforcements of these restrictions.

**Signatures**

|  |  |
| --- | --- |
| FOR THE UNIVERSITY OF MAINE SYSTEM: BY:                              (signature) Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                            (print or type) Title:   Address:      Telephone:   Fax:   Date:    | FOR THE CONTRACTOR: LEGAL NAME:   BY:                           (signature) Name:                          (print or type) Title:   Address:      Telephone:   Fax:   Date:   Tax ID #:    |

**Executive Director of Strategic Procurement and Services** 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.

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.

 **SIGNATURES:**

|  |  |
| --- | --- |
|  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
|  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

**RIDER A-1**

**PRICING**

**<< INSTRUCTIONS - Details in Exhibit 1 will be inserted here during Agreement negotiations.  No action needed for Respondent as part of their submission. >>**

**RIDER 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).

1. 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.

1. 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.

1. 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.

1. Return or Destruction of Protected University Data:
2. 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.

1. 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.

1. 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.

1. 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

1. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. Contractor Hosted Data: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
2. 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.
3. 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.
4. 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.
5. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
6. 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.
7. 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.
8. 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.
9. 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.

1. 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.

1. 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.