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

Campus Master Planning Services

RFP #2026-006

Issued Date: September 30, 2025

Response Deadline Date/Time: October 31, 2025, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: Master Planning Services – RFP #2026-006

Response Contact Information:

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.

Campus thumbnails

University of Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. UMA is the third largest public university in Maine. A leader in distance education, UMA has a statewide presence with two campuses in Augusta and Bangor, eight UMA Centers from Saco to Houlton, and 32 course receive sites across Maine. Flexible modalities, with classes onsite, online, through video conference, Interactive Television, and at UMA Centers allow its students to take classes, while keeping work and family commitments. While UMA has a traditional-aged cohort, two-thirds of its students are over 25 years old. Over 50% of UMA's students are first generation and 72% are Pell Grant eligible. These students are motivated to

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

The University of Maine at Augusta (UMA) operates two campus locations (Augusta and Bangor) and six off-campus centers with a total of 26 buildings consisting of 368K square feet. UMA has $5.4 million in current facility need with $37.7 million in total asset reinvestment over the next ten years.

University of Maine at Farmington

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

The University of Maine at Farmington is immediately adjacent to the historic downtown Farmington, ME with approximately 800,000 square feet of space spread across 42 buildings. UMF has approximately $7M in immediate maintenance needs with a total asset reinvestment need of $123M.

University of Maine at Fort Kent

Founded in 1878, the University of Maine at Fort Kent is a unique learning institution perfect for people seeking a rural scholastic atmosphere of modern academic standards combined with an eclectic mix of rugged outdoor vistas and access to cosmopolitan epicenters across two countries. The learning opportunities at UMFK have become a model of a "destination university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in disciplines such as nursing, business, biology, forestry and cybersecurity among others. The student body at UMFK numbering 1,500, has a higher percentage of international students than any other university in New England, allowing immersion in a cultural opportunity that is unique in the world. UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

The University of Maine at Fort Kent campus includes 19 buildings, totaling 169,000 gross square feet. The facilities have over $10M in current need and a total asset reinvestment need of $49M.

University of Maine

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

community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campus wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

UMaine is a state-wide enterprise; comprised of 374 buildings and 4.3 million square feet at its main campus at Orono, its regional campus in Machias, and multiple sites across the state. UMaine currently has over $1 billion in total asset reinvestment need, with over $370M in current need.

University of Maine at Machias

The University of Maine at Machias is a regional campus of the University of Maine. With its environmental liberal arts core, distinctive baccalaureate programs and student-centered community, UMM creates enriching educational opportunities that prepare graduates for professional success and lifelong engagement. It offers 15 undergraduate degree programs that serve approximately 800 students. Small class sizes and hands-on learning define the academic experience at Maine's coastal university, where there is a shared commitment to exploration, leadership, collaboration and interdisciplinary problem solving. UMM's applied research and community outreach contribute to the quality of life and economic development in Down East Maine and beyond.

University of Maine at Presque Isle

For more than a century, the University of Maine at Presque Isle has been helping students find their path to great professional careers, providing its 1,100 traditional and non-traditional students from all areas of the state, country, and world with life-changing opportunities in a caring, small-university environment. UMPI combines liberal arts and selected professional programs and serves as a cultural and educational resource for the entire region. The campus sits on 150 acres surrounded by the rolling hills and potato fields of northern Maine and strives to be the region's premier learning institution while helping to stimulate cultural and economic development in Aroostook County and the State of Maine. The University serves as an educational and cultural center for the area and its facilities are utilized for lectures, programs, concerts, dance performances, exhibits, and plays that benefit the entire region.

The University of Maine at Presque Isle campus sits on 150 with 18 buildings totaling 253,626 gross square feet. There is $19M in current facility need with $52M in total asset reinvestment required over the next 10 years

University of Southern Maine

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

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

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

The University of Southern Maine is comprised of three campuses located in Portland, Gorham, and Lewiston-Auburn, totaling 1.6 million square feet and 81 buildings. USM has $434M in total asset reinvestment needs of which $198M is in current need.

University of Maine School of Law

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

University of Maine Graduate and Professional Center

Located in Portland but serving students and employers statewide, the University of Maine Graduate and Professional Center (the Maine Center) brings together academic programs in law, business, and public policy to train the workforce of the future and grow Maine's economy. The Maine Center is an academic consortium composed of the University of Maine School of Law, the University of Maine Graduate School of Business, the graduate programs of the Muskie School of Public Service, and the Cutler Institute of Health and Social Policy. This consortium develops cross-disciplinary, experiential, and market-driven programming for graduate students in the Maine Center's three focus areas. The Maine Center also delivers programming for members of Maine's civic, business, and legal communities, including executive education, certificates, workshops, externship placements, and a startup incubator/accelerator. The Maine Center is supported by a challenge grant from the Harold Alfond Foundation.

University Enrollment Overview and Trends

Overall University credit hours have increased, though they are still below those experienced 5 years ago. What has changed is how those credit hours are earned, with a majority of credit hours earned at UMPI and UMA taking place online. This trend indicates both a space rich environment and one where the type of space may no longer meet current student needs.

AY 2024-2024 Total Credit Hours by Campus (excludes Early College)

Campus	2020-21	2021-22	2022-23	2023-24	2024-25	% of Total	1-year Change	5-year Change
UM/UMM	--	--	--	--	269,931	44.2%	N/A	N/A
UM	282,339	283,451	267,254	258,296	--	N/A	N/A	N/A
UMA	67,945	67,099	63,416	61,668	61,935	10.1%	0.4%	-8.8%
UMF	47,264	44,509	39,139	34,985	35,979	5.9%	2.8%	-23.9%
UMFK	21,110	18,360	14,967	15,724	16,400	2.7%	4.3%	-22.3%
UMM	10,506	10,896	9,895	8,483	--	N/A	N/A	N/A
UMPI	25,345	28,834	32,412	46,451	71,585	11.7%	54.1%	182.4%
USM	164,260	154,088	146,258	143,841	146,666	24.0%	2.0%	-10.7%
LAW	7,319	7,631	7,557	7,747	8,137	1.3%	5.0%	11.2%
Total	***626,087***	***614,867***	***580,897***	***577,194***	***610,632***	***100.0%***	***5.8%***	***-2.5%***

Spring 2025 Total Credit Hours by Distance Modality and Campus (%) (Excludes Early College)

Distance Modality	UM/UMM	UMA	UMF	UMFK	UMPI	USM	LAW	*Total*
Online	23.8%	68.3%	17.2%	64.4%	83.5%	38.2%	0.2%	***38.0%***
Distance Synchronous	2.0%	12.4%	7.2%	0.0%	0.6%	4.5%	0.2%	***3.7%***
Hybrid/Blended	2.7%	3.6%	10.3%	3.1%	2.9%	3.4%	0.0%	***3.4%***
Total Distance	**28.5%**	**84.2%**	**34.8%**	**67.4%**	**87.0%**	**46.2%**	**0.3%**	***45.1%***
Traditional Modalities	71.5%	15.8%	65.2%	32.6%	13.0%	53.8%	99.7%	***54.9%***
Total	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***	***100.0%***

1.1.3 Purpose

The University of Maine System is seeking responses to provide Master Planning Services 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).

The University of Maine System (UMS) seeks proposals from qualified and experienced firms to develop a comprehensive, forward-thinking, and actionable University-wide Master Plan or Long-Range Development Plan (LRDP). This planning initiative shall encompass all UMS institutions and align with the System's strategic, academic, and financial goals, while providing campuses with flexibility to address individual priorities, capacities, and timelines.

The overarching purpose is to deliver a visionary yet implementable roadmap for the next decade that addresses infrastructure needs, space utilization, deferred maintenance, sustainability, enrollment shifts, and modernization—through inclusive and data-driven planning processes.

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).

1.1.4 Specifications / Scope of Work

1. Scope of Services

1.1 The selected firm will provide end-to-end master planning services for the University of Maine System, addressing the current and future physical development needs of all campuses. The scope of services must encompass facilities, infrastructure, utilities, energy systems, space allocation, transportation, safety, and sustainability. The firm must demonstrate the ability to assess conditions, engage stakeholders, generate meaningful planning scenarios, and provide implementation strategies tied to both capital and operational goals.

- Facility Condition Assessments
- Space Utilization and Needs Assessment
- Infrastructure Evaluation

1.2 Stakeholder Engagement and Community Integration

- Workshops, surveys, forums with campus and community stakeholders
- Alignment with town and government officials

1.3 Strategic and Modular Planning Approach

- Alignment with strategic goals and modular planning framework
- Standardized templates and metrics

1.4 Master Plan Development Phases

- Concept Plan (site organization, transportation, landscape, etc.)
- Facility Master Plan / LRDP
- Campus Energy Master Plan
- Capital Planning and Phasing

2. Deliverables

The firm shall produce a comprehensive Master Plan document with supporting appendices and graphic materials. Deliverables will include:

- Executive Summary outlining strategic priorities and key findings.
- Detailed campus-level plans with building assessments, space utilization studies, and concept designs.
- A Campus Energy Master Plan and infrastructure modernization recommendations.

- Visual products including illustrative diagrams, maps, 3D renderings, and infographics.
- A fully developed phased Capital Implementation Plan outlining project priorities, timelines, estimated costs, and funding strategies.
- All digital files in editable formats, including GIS, CAD, and Microsoft Office formats.
- Sustainability and capital planning knowledge

3. Project Timeline

The full planning process is expected to span 12 to 18 months, depending on campus readiness and scale. The proposer shall provide a detailed project timeline with milestones, including:

- Project kickoff and data review
- Campus engagement and needs assessment
- Draft concept plans and feedback cycles
- Final concept and master plan development
- Presentations to university leadership and trustees
- The timeline must include estimated durations for each task, as well as a list of key deliverables aligned with each milestone.

4. Additional Planning Requirements

4.1 Safety & Security

The master plan must address campus safety and security considerations, including but not limited to building access control, emergency response planning, lighting, surveillance, and strategies for improving real and perceived safety for students, staff, faculty, and visitors.

4.2 Americans with Disabilities Act (ADA) Compliance

All planning efforts must include an evaluation of current accessibility conditions and outline strategies to bring existing infrastructure into compliance with the ADA and other relevant accessibility standards. Universal design principles should guide planning decisions where possible.

4.3 Health and Wellness

The plan should consider how the physical campus environment can promote student, faculty, and staff health and wellness. This includes mental health resources, recreation, active transportation, air quality, daylighting, and access to healthy food and green/open spaces.

4.4 Regional Capacity and Collaboration

Assess opportunities for regional collaboration, shared services, and external partnerships. The master plan should consider how university facilities can support broader regional goals and leverage existing community infrastructure where appropriate. The plan should also consider how space and resources can be shared effectively between UMS campuses. Space that the University leases both to and from external entities should be evaluated through the planning process.

4.5 Athletics

The Master Plan should include a review of athletic programming at each campus and should address the institution's goals. Athletic facilities will be included in the overall facilities assessment and the plan must address any anticipated growth areas. Opportunities for regional collaboration should also be considered in the plan.

4.6 Satellite Locations

Many of our campuses have satellite locations throughout the state. These include research farms, 4-H camps, regional education centers, cooperative extension sites, among others. These locations should be included in the planning services.

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	October 8, 2025
Section 1.2.2	Response to Written Inquiries/Questions **(subject to change)**	October 10, 2025
Section 1.2.2	Deadline for Proposal Submission	October 31, 2025
Section 1.3.8	Estimated Respondent Presentation Date **(subject to change)**	Week of November 18 – 21, 2025
Section 2.2	Award Announcement **(subject to change)**	December 1, 2025
	Estimated Contract Negotiations Start Date **(subject to change)**	January 1, 2026

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	20
Appendix D & D1	Master Agreement	5
Appendix E	References	5
Appendix F	Organization, Qualifications and Experience	30
Appendix G	Master Planning Proposal	40
	Total Points	**100**

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation

The total cost 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 scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **Points** = pro-rated score

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 Master Agreement (Appendix D and D1)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.

c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

2.1.2.3 Organization, Qualifications, Experience and Reference

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 Master Planning Services Proposal

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

2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a specific portion of the scope of work or 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.

3.1.4 Additional Attachments Prohibited

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

3.2 Response Format Instructions

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

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

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

3.2.1 Section 1 - Response Cover Page

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

3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page

3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

3.2.2 Section 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 - Master Agreement

3.2.3.1 Label this response - Section 3 – Master Agreement

3.2.3.2 Insert Appendix D1 – Master Agreement

3.2.4 Section 4 - Response to Questions

3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information

3.2.4.2 Insert Appendix E – Organization Reference Form

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

3.2.4.4 Insert Appendix G – Proposal – Master Planning Services

Appendix A – University of Maine System Response Cover Page

RFP # 2026-006
Master Planning 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 # 2026-006
Master Planning 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 # 2026-006
Master Planning Services

GENERAL INSTRUCTIONS:

1. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.

2. 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.

3. 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.

4. 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.

5. Respondents' are encouraged to provide additional price incentives for providing an enterprise solution, multi-year or award of multiple institutions.

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.

INSTRUCTIONS FOR - Exhibit 1 (Table 1) - Professional Services Rate Schedule

If you charge by the hour for professional services, provide a rate schedule, or range of hourly rates we could expect.

Respondent's Organization Name – Provide the Respondent's Organization Name.

Role/Position Title if Individual - List role/position title of each role/position title from your organization that would be responsible for work on the project.

Hourly Rate - Is the hourly dollar amount that may be invoiced by role/position title.

Exhibit 1 (Table 1) – Respondents will use this attachment to record all costs associated with this section.

Respondent's Name:		
#	**Role of Individual/Position Title**	**Hourly Rate**
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
	Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.	
	List explanations and assumptions here;	
	-	
	-	

INSTRUCTIONS FOR - Exhibit 1 (Table 2) - Pricing for Master Planning Deliverables

Provide rate schedule for the high-level deliverables defined RFP Section 1.1.4 Scope of Work.

Costs for subcontractors are to be broken out separately.

Respondent's Organization Name – Provide the Respondent's Organization Name.

University Name – Institution name pertaining to the costs related to the solution.

Deliverable Name - Provide a brief name for the deliverable.

Role/Position Title (Exhibit 1 Table 2) - List each role/position title from your organization that would be responsible for contributing to completion of the deliverable. Bidder will replace verbiage 'Position Title 1', etc. with the appropriate actual role/position title in **Exhibit 1 (Table 1).**

Hours – Note the total hours that will be required to provide the contribution necessary to complete the deliverable for each role/position title.

Hourly Rate - The hourly dollar amount that may be invoiced by role/position title.

Cost Estimate – Calculation of the (Hours x Hourly Rate = Cost Estimate)

Sub-Total – Provide a sub-total for each deliverable.

Total – Total cost for all deliverables to complete the work for the specified University campus.
Your list of deliverables should trace back to the objectives and requirements listed in this document. Where a requirement is addressed by your product or service without customization, indicate that under the Explanation and reference the Licensing and Maintenance schedule above.

Total compensation for services rendered and deliverables shall include any hourly billing rate and all expected related expenses, both actual and administrative.

Less Discount – Discount offered off the Subtotal figure.

Grand Total – Subtotal less Discount.

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:					
#	**Deliverable**	**Role/Position Title**	**Hours**	**Hourly Rate**	**Cost Estimate**
1	University of Maine at Augusta	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
				Sub-Total	
1	University of Maine at Farmington	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
				Sub-Total	
1	University of Maine at Fort Kent	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
				Sub-Total	
1	University of Maine at Presque Isle	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			

9		Position Title 9			
10		Position Title 10			
				Sub-Total	
1	University of Maine at Orono	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
				Sub-Total	
1	University of Southern Maine	Position Title 1			
2		Position Title 2			
3		Position Title 3			
4		Position Title 4			
5		Position Title 5			
6		Position Title 6			
7		Position Title 7			
8		Position Title 8			
9		Position Title 9			
10		Position Title 10			
				Sub-Total	
				Total	
				Less Discount	
				Grand Total	
	Include additional explanation of costs and list assumptions that could influence the pricing.				
	List explanations and assumptions here:				
	-				
	-				
	-				
	-				
	-				
	-				
	-				

Please list your discount as a % off your standard pricing: _____%

Appendix D – Master Agreement

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 _____, hereinafter referred 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.
   <<Following paragraph under #1 will be used only when a MLA is the desired result, otherwise the language should be removed. >>
   Rider A provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service

deliverables may be different than this Agreement Administrator and the term may be different than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **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.

3. **Payment:**

   A. 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.

   << Select or remove items B – E depending on Agreement requirements. >>

   B. The total of **all** payments made against this contract shall not exceed $_____. Any expenses not listed here will not be reimbursed.

   C. The University shall compensate the Contractor at the rate of $ _____ per _____ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.

   D. Reimbursement for travel:
   _____ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.

   OR

   _____ Contractor will be reimbursed for pre-approved travel, lodging and meals in an amount not to exceed $ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

   E. Other expenses (postage, printing, phone, etc.) shall not exceed $ _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement.

   F. "**Additional Services**" The University will have the option to purchase additional services under this Agreement.
   <<Following paragraph under #1 will be used only when a MLA is the desired result, otherwise the language should be removed. >>

   As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**.

4. **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.

5. **Obligations Upon Termination:** Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall

pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.

6. **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.

7. **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.

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

9. **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.

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

11. **Administration:** _____shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.

12. **Non-Discrimination:** 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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:

    Company Name:
    Contact Name:
    Address:
    Phone Number:
    Fax Number:

24. **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

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

26. 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.

27. 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: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

INTENT AND PURPOSE

PRODUCT SCOPE OF WORK:

Additional Scope: The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

PRICING: Refer to RIDER A-1. Pricing will be valid for the term of the Agreement.

PERFORMANCE TERMS AND CONDITIONS

1. **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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.

2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits “as needed” on three days’ notice. The Contractor will coordinate campus visits with the University Services Information and Technology Department to ensure proper communication and sharing of information related to customer projects.

4. **Toll-Free Access**: The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.

5. **Accessibility:** If the solution, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Contractor hereby warrants that the products and/or services to be provided under this agreement comply with the W3C's Web Content Accessibility Guidelines (WCAG) 2.1 Level AA and the Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 2.1 for web content

The Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention and Contractor further agrees to indemnify and hold harmless the University of Maine System from any claim arising out of its failure to comply with the aforesaid requirements.

The University, at its discretion, may at any time test the Contractor's products or services covered by this agreement to ensure compliance with the above standards.

Complaints, or testing, that results in findings of non-compliance, that are not corrected within 30 days of being reported to the Contractor in writing, shall constitute a breach of this agreement and shall be grounds for termination of this agreement.

6. **Standards for Safeguarding Information:** The Contractor is expected to comply with these standards as outlined in ***Rider C - University of Maine System Standards for Safeguarding Information***. Should the Contractor fail to comply with the standards and is unable to reasonably cure its noncompliance within 60 days, the University may terminate this agreement.

7. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in ***Rider E – Implementation Plan and Timeline***, of this Agreement.

8. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***Rider F – Contractor's Service Level Agreement to Support the University***, of this Agreement.

9. **Environment Compliance:** In the event this 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 aggress 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 this 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 are of responsibility not attributable to Contractor.

RIDER A-1
PRICING

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).

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

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

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

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

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

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

7. Reasonable and Appropriate Controls: The Contractor agrees to implement reasonable and appropriate privacy and security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Protected University Data furnished by the University, or collected by the Contractor on behalf of the University

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

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

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

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

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

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

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

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

    Contractor shall take appropriate steps to remedy such data breach and mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected University Data by Contractor in violation of the requirements of this agreement. Contractor shall keep University informed on the progress of each step of the incident response. Contractor shall indemnify and hold University harmless from all liabilities, costs and damages arising out of or in any manner connected with the security breach or unauthorized use or disclosure by Contractor of any Protected University Data. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Protected

University Data by Contractor in violation of the requirements of this Agreement. In addition to the rights of the Parties established by this Agreement, if the University reasonably determines in good faith that Contractor has materially breached any of its obligations, the University, in its sole discretion, shall have the right to terminate the Agreement immediately.

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

12. Contractor Hosted Data: If Contractor hosts Protected University Data in or on Contractor or subcontractor facilities, the following additional clauses apply.
    A. Computers that host Protected University Data shall be housed in secure areas that have adequate walls and entry control such as a card-controlled entry or staffed reception desk. Only authorized personnel shall be allowed to enter, and visitor entry will be strictly controlled.
    B. Contractor shall design and apply physical protection against damage from fire, flood, earthquake, explosion, civil unrest, and other forms of natural or man-made disasters. Contractor shall protect hosted systems with Uninterruptible Power Supply (UPS) devices sufficient to meet business continuity requirements.
    C. Contractor shall backup systems or media stored at a separate location with regular scheduled incremental and full back-ups with sufficient retention of backup files to restore data. Contractor shall test restore procedures not less than once per year.
    D. Contractor shall provide for reasonable and adequate protection on its network and system to include firewall and intrusion detection/prevention.
    E. Contractor shall use strong encryption and certificate-based authentication on any server hosting on-line and e-commerce transactions with the University to ensure the confidentiality and non-repudiation of the transaction while crossing networks.
    F. Contractor shall require strong passwords for any user accessing Protected University Data. Strong passwords shall be at least eight characters long; contain at least one upper and one lower case alphabetic characters; and contain at least one numeric or special character.
    G. The installation or modification of software on systems containing Protected University Data shall be subject to formal change management procedures and segregation of duties requirements.
    H. Contractor who hosts Protected University Data shall engage an independent third-party auditor to evaluate the information security controls not less than every two (2) years. Such evaluations shall be made available to the University upon request.

13. Records and Compliance: Contractor shall maintain records and other compilations of data pertaining to the use, access, collection, storage, and transfer of Protected University Data and make such available to the University or regulatory authorities (including, without limitation, the Secretary of the U.S. Department of Health and Human Services and public authorities in the EEA) upon request as reasonably necessary to demonstrate compliance with applicable laws, regulations, and lawful orders.

14. System Development: If the Contractor provides system development, Protected University Data shall not be used in the development or test environments. Records that contain these types of data elements may be used if that data is first de-identified, masked or altered so that the original value is not recoverable. For programs that process Protected University Data, initial implementation as well as applied updates and modifications must be produced from specifically authorized and trusted program source libraries and personnel. Contractor shall provide documentation of a risk assessment of new system development or changes to a system.

RIDER D
SERVICES ENGAGEMENT FORM
Services Engagement to Agreement for Services

University of Maine System Agreement #_____Agreement Date: _____
University of Maine System PO#_____

This Services Engagement is entered into as of the date of the last signature provided between _____ ("Contractor") and _____ ("Institution").

This Services Engagement shall be governed by the terms and conditions of the Master Agreement identified in this form. This form may not amend any terms or conditions of the Master Agreement other than to express an institution's engagement with the Contractor.

This Service Engagement Form when fully executed by the Parties', provides authorization to engage for the following services, products and/or licenses, identified and as offered in Agreement Rider A & A-1:

SERVICES / PRODUCTS / LICENSING *(Term and Agreement Rider A-1 pricing must be specified below):*

SIGNATURES:

Institution	**Contractor**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Date: _____	Date: _____

Appendix D1 – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in RFP Section 1.2, with more detail in RFP Appendix D. Please indicate your acceptance for each special term by "X' in the Agree or Disagree column.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in RFP Section 2.1.1.

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 2 Requirement: Term				
	Term	This Agreement shall commence on January 1, 2026 and shall terminate on December 31, 2027, unless terminated earlier as provided in this Contract with option for additional renewals upon the parities' mutual written agreement.		
Respondent Exception:				

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 4 Requirement: Termination				
	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 affected by delivery to the Agreement or 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 Agreement or shall not be reimbursed for any costs incurred after the effective date of termination.		
Respondent Exception:				

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 5 Requirement: Obligations Upon Termination				
	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 Agreement or for all services performed to the effective date of termination subject to offset of sums owed by the Agreement or to the University.		

Respondent Exception:

#	Language Reference (RFP Section 3.0)	Agreement Language / Requirement	Agree	Disagree
Section 6 Requirement: Agree to termination language that excludes option for termination for reasons of non-appropriation.				
	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.		
Respondent Exception:				

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 8 Requirement: Modification				
	Modification	This Agreement may be modified or amended only in a writing signed by both parties.		
Respondent Exception:				

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 10 Requirement: Applicable Law				
	Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine		
Respondent Exception:				

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 13 Requirement: Applicable Law				
	Applicable Law	This Agreement shall be governed and interpreted according to the laws of the State of Maine. This includes Maine Tort Claims Act (14 M.R.S.A. ' 8101, et seq.).		

Respondent Exception:

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 17 Requirement: Entire Agreement				
	Entire Agreement	This Agreement 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 Agreement 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 Agreement. Contractor may not unilaterally change any term or condition of this Agreement.		
Respondent Exception:				

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Section 21 Requirement: Confidentiality				
	Confidentiality	The Agreement or shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University. The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of agreement, a respondent must accept that, to the extent required by the Maine FOAA, any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.		
Respondent Exception:				

#	Language Reference	Agreement Language / Requirement	Agree	Disagree
Requirement: Rider B Insurance Requirements				
Respondent Exception:				

Appendix E – 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, including those with multi-campus integrated solutions.

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

Respondent's Organization Name: _____

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

Evaluation Question(s)

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business and number of years offering/supporting the proposed solution.

2. Provide resumes for employees who would be responsible for conducting the Master Planning services outlined in your response.

3. Provide examples of similar Master Planning work you've conducted for other higher education organizations of similar size and complexity. These examples can be provided as an attachment or online link. These examples should be work products of the team listed in your response. Be sure to include which members of your team have worked on each project.

4. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

5. What differentiates you from your competitors?

6. Detail your experience navigating public private partnerships (P3s) or other flexible space utilization strategies within Higher Education.

7. 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 G – Master Planning Services Proposal

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.

1. Provide a comprehensive proposal to conduct Master Planning Services on behalf of the University of Maine System. The proposal must address the requirements listed in section 1.1.4 and the additional requirements below.

2. **Additional Submission Requirements:**
    a. Provide methods for project management and delivery. Include details such as how often meetings will take place, number of campus visits per campus, etc…
    b. Describe how you will engage with the various stakeholders, both internally and externally.
    c. Provide a project schedule and timeline, assuming award of contract by the end of December 2025.
    d. Answer the following question: What do you need from the University to make this project successful?