



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

**Athletics Solutions & Services**

**RFP #2026-064**

**Issued Date:** February 18, 2026

**Response Deadline Date/Time:** March 2, 2026, 11:59 p.m. EST

**Response Submission Information:**

Submitted electronically to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)  
Email Subject Line – RC: Athletics Solutions & Services - RFP#2026-064

**Response Contact Information:**

Email: [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu)

## Contents

<b>1.0</b>	<b>INTRODUCTION</b>	<b>3</b>
1.1	Definitions, Background, Purpose and Specifications	3
1.2	General Information	8
1.3	General Submission Provisions	12
<b>2.0</b>	<b>EVALUATION AND AWARD PROCESS</b>	<b>14</b>
2.1	Evaluation Criteria	14
2.2	Award	16
2.3	Tie Bids	17
2.4	Negotiations	17
2.5	Award Protest	17
<b>3.0</b>	<b>RESPONSE FORMAT REQUIREMENTS</b>	<b>18</b>
3.1	General Format Instructions	18
3.2	Response Format Instructions	18

## 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.

#### **University of Maine at Farmington**

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

#### **University of Maine at Fort Kent**

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

#### **University of Maine**

The University of Maine, founded in Orono in 1865, is the state's land grant and sea grant university. As the state's only public research university, UMaine has a statewide mission of teaching, research and economic development, and community service. UMaine is among the most comprehensive higher education institutions in the Northeast with nearly 100 majors and academic programs. It attracts students from Maine and 49 other states, and more than 60 countries. It currently enrolls more than 11,400 undergraduate and graduate students who can directly participate in research, working with world-class scholars. UMaine offers more than 100 degree programs through which students can earn graduate certificates, master's, doctoral or professional science master's degrees. The university promotes environmental stewardship, with substantial efforts campus wide aimed at conserving energy, recycling and adhering to green building standards in new construction.

#### **University of Maine at Machias**

The University of Maine at Machias is a regional campus of the University of Maine. With its environmental liberal arts core, distinctive baccalaureate programs and

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

#### **University of Maine at Presque Isle**

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

#### **University of Southern Maine**

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

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

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

#### **University of Maine School of Law**

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

**University of Maine Graduate and Professional Center**

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

**1.1.3 Purpose**

The purpose of this RFP is to establish a cost-effective Master Agreement ("Agreement") for cloud-delivered athletics solutions and specialized services that support the University of Maine System's (UMS) operational, performance, recruiting, compliance, digital engagement, and athlete-development needs. UMS seeks scalable, secure, and cost-effective technologies and services that enhance the student-athlete experience, streamline departmental operations, and strengthen data-driven decision-making. All UMS campuses will be eligible to participate in resulting agreement(s), as well as the Maine Community College System and Maine Maritime Academy.

To ensure accurate and comparable pricing across diverse product types, this RFP includes four pricing structures, as applicable:

- Table A for modular, cloud-based athletics technology platforms,
- Table C for all implementation, onboarding, integration, training, hosting, and professional service costs associated with any proposed solution, and
- Table D for equipment / hardware costs associated with the solutions noted in Table A.

Products and/or services considered for award shall equal or exceed the quality level of industry standards as defined within this RFP and shall comply with all applicable federal, state, and local technical, environmental, and performance standards and specifications.

The awarded Respondent(s) is/are expected to be a fully authorized distributor for any of the providers it offers or is listed in Appendix C, Table A. The Respondent must be able to provide service and timely deliveries to all campuses. Direct involvement by the awarded Respondent may be necessary to assist campuses in understanding the different types of products/services available and in selecting the best solution to fit their needs.

All pricing submitted in response to this RFP will be used **at the University's sole option** to establish future purchasing pathways and contract terms. Submission of pricing does **not** constitute a commitment by the UMS to purchase any product or service, nor does it guarantee any minimum spend. The resulting

agreements will support institutional goals, improve operational efficiency, and ensure transparent, comprehensive, and audit-ready procurement outcomes.

The Agreement term will be for five (5) years with the option of one five (5)-year renewal. Exercise of any renewal will require formal written notification and mutual signed written agreement between UMS and Respondent at least one (1) year prior to Agreement expiration.

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).

#### 1.1.4 Scope of Products and Services

At a minimum, UMS is interested in proposals offering products from the software providers noted in Appendix C, Table A.

UMS recognizes that any one Respondent may not provide any or only some of the product lines listed in Appendix C, Table A.

**No Development-Dependent Solutions and Requirements for Completing the Master Agreement:** Respondents must demonstrate that all proposed solutions are fully built, currently available, and deployable at the time of submission. Proposals that rely on new development, beta functionality, roadmap-dependent features, or capabilities contingent upon future product releases will be deemed non-responsive.

Aside from this requirement, no athletics systems, products, or services are excluded from consideration under this RFP. However, solutions that have not previously undergone UMS Information Technology review in the previous five years or that are not currently deployed at a campus, may require additional evaluation before any purchase or implementation. This review will arise post award and only if a campus expresses interest in the solution and will require successful completion of both the HECVAT and VPAT assessments.

Once a solution has passed the required reviews and a campus elects to move forward, the University of Maine System will issue the Master Agreement to formalize the relationship and certify that all technology and accessibility requirements have been met.

#### 1.1.5 Supplier Commitment

##### Pricing and Product Commitment

1. Respondent commits that the Master Agreement with UMS, shall be the lowest available pricing to Higher Education
2. Shall provide products and services that meet or exceed campus requirements

##### Legal Commitment

1. The Respondent will commit that its awarded Agreement with UMS:
  - a. Shall comply with all federal laws and regulations



- b. Shall comply with all state and local laws and regulations

## 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](http://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	February 20, 2026
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	February 23, 2026
Section 1.2.2	Deadline for Proposal Submission	March 2, 2026
Section 2.2	Award Announcement (subject to change)	March 6, 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 A & B	Submission Form completion: <ul style="list-style-type: none"> <li>Appendix A – University of Maine System Response Cover Page</li> <li>Appendix B – Debarment, Performance and Non-Collusion Certification</li> </ul>	10
Appendix C - Table A	Average Discounting Offered	20
	Annual Increase in License Fees (%) and number of years	10
	Breadth and Quality of Products/Services	10
	Added Value Solutions/Incentives as deemed relevant by UMS	15
Appendix D & D1	Master Agreement	10
Appendix E & F	Organization, Qualifications, Experience and References	25
<b>Total Points</b>		<b>100</b>

#### 2.1.2 Scoring Section Descriptions

The following evaluation appendices are located in the RFP **SUBMISSION FORM PACKAGE**.

##### 2.1.2.1 Submission Form Completion (Appendix A & B)

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.

##### 2.1.2.2 Pricing Evaluation (Appendix C, Table A)

The scoring formula is:

- Average Discount % Rate for Respondent's overall response:
  - 1% - will receive 5 points
  - 2% - 3% - will receive 10 points
  - >3% - will receive the total 20 points
- Annual Increase in License Fees (%) and number of years
  - 0% for 5 Years – will receive 10 points
    - Deduct .5% for each year less than 5
  - 1% for 5 Years - will receive 8 points
    - Deduct .5% for each year less than 5
  - 2% for 5 Years – will receive 6 points
    - Deduct .5% for each year less than 5
  - 3% for 5 Years – will receive 4 points
    - Deduct .5% for each year less than 5
  - >=4% for 5 Years - will receive 2 points
    - Deduct .5% for each year less than 5

Table C and D are meant to be informational only to reflect are the potential full cost of a solution. Table C and D will not be part of the cost evaluation.

The University reserves the right to waive requirements if it is in the best interests of the University and the University may modify the response provided, based on clarifications provided by the Respondent in writing.

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.

**2.1.2.3 Breadth and Quality of Products/Services (Appendix C)**

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

**2.1.2.4 Added Value Solutions/Incentives as deemed appropriate by UMS (Appendix C)**

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

**2.1.2.5 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.

**2.1.2.6 Organization, Qualifications, Experience and References (Appendices E & F)**

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.



**IMPORTANT:** Respondents must demonstrate they are an Authorized Manufacturer or Distributor by providing the information requested.

If the Respondent is **not** the manufacturer of any product or service listed in Appendix C, Tables A, the Respondent must provide a written statement or attach documentation confirming that the Respondent is a fully authorized distributor or reseller for each product or service being offered. This documentation must be included at the end of RFP Appendix F response or as an exhibit to the Submission Form Package.

Failure to provide this confirmation will result in the Respondent being disqualified **for the specific product(s) or service(s)** listed in Appendix C, Tables A for which authorization was not demonstrated.

## 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, if such award is in the best interest of the University.

**Award is not a guarantee** but will be used **at the University's sole option** to establish future purchasing pathways and contract terms. Submission of pricing does not constitute a commitment by the UMS to purchase any product or service, nor does it guarantee any minimum spend. The resulting agreements will support institutional goals, improve operational efficiency, and ensure transparent, comprehensive, and audit-ready procurement outcomes.

Solutions that have not previously undergone UMS Information Technology review in the previous five years or that are not currently deployed at a campus, may require additional evaluation before any purchase or implementation. This review will arise post award and only if a campus expresses interest in the solution and will require successful completion of both the HECVAT and VPAT assessments.

Once a solution has passed the required reviews and a campus elects to move forward, the University of Maine System will issue the Master Agreement to formalize the relationship and certify that all technology and accessibility requirements have been met.

**The University intends to award multiple contracts to support the solutions selected. The Respondent must receive a score of 70 points of the total 100 points reflected in section 2.1, to receive an award.**

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

## 2.3 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 Executive Director of Strategic Procurement and Chief Procurement 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:

[Administrative Practice Letter VII-A - University of Maine System](#)

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.

The **SUBMISSION FORM PACKAGE** provided will be used by the Respondent to satisfy the Submission requirement.