



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

HEALTH & WELFARE BENEFITS
CONSULTING

RFP #2026-020

Issued Date: April 2, 2026

Response Deadline Date/Time: April 22, 2026, 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – RC: Health & Welfare Benefits Consulting -
RFP#2026-020

Response Contact Information:

Email: UMSResponses@maine.edu

Contents

1.0 INTRODUCTION..... 3

1.1 Definitions, Background, Purpose and Specifications..... 3

1.2 General Information..... 7

1.3 General Submission Provisions 11

2.0 EVALUATION AND AWARD PROCESS 13

2.1 Evaluation Criteria 13

2.2 Award 15

2.3 Tie Bids 15

2.4 Negotiations..... 15

2.5 Award Protest..... 15

3.0 RESPONSE FORMAT REQUIREMENTS..... 16

3.1 General Format Instructions..... 16

3.2 Response Format Instructions..... 16

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." or "UMS" 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.

The System consists of seven 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.

Employee Benefits Context

The University of Maine System provides comprehensive health and welfare benefits to approximately 6,500 benefit-eligible employees across all campuses including employees who work remotely throughout the United States. Approximately 85% of UMS employees are represented by various labor unions, including faculty unions (Associated Faculties of the Universities of Maine, MEA/NEA and The Maine Part-Time Faculty Association, AFT Local 4593), service and maintenance unions (Teamsters Local 340), and professional staff unions (University of Maine Professional Staff Association & Associated Clerical Office, Laboratory and Technical Staff of the Universities of Maine, MEA/NEA). This high level of unionization requires specialized expertise in collective bargaining environments and multi-employer benefit plan administration.

UMS currently operates a self-insured health plan with stop-loss coverage; a self-insured dental plan, vision, life, and disability benefits; and provides an Employee Assistance Program (EAP). For eligible retirees, UMS offers the option of participating in a group plan or the Retiree Health Exchange with a Health Reimbursement Account (HRA). The UMS seeks to optimize benefit plan design, manage costs, and streamline administration while maintaining competitive

benefits that support employee recruitment and retention across Maine's higher education landscape.

1.1.3 Purpose

The University of Maine System is seeking responses to provide Health and Welfare Benefits Consulting 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 requires expert consulting services to navigate the complex landscape of employee benefits in a highly unionized, multi-campus higher education environment. The selected consultant will provide strategic guidance on benefit plan design; proactive vendor management including strategic procurement, negotiation, and contract support; and cost containment strategies, regulatory compliance, and support work with various groups including trustees and labor unions. The consultant must have demonstrated experience working with self-insured health plans, pharmacy benefit managers, union-represented employees, and preferably higher education institutions. In addition, the consultant must be experienced working with retiree group health and individual marketplace vendors.

Key objectives include:

- Optimizing benefit plan design while being cost-effective
- Ensuring regulatory compliance across all benefit programs
- Supporting data collection and analysis regarding collective bargaining negotiations related to benefits
- Supporting UMS Board of Trustees and Committee discussions
- Recommending and implementing innovative cost containment strategies
- Evaluating and managing vendor relationships
- Providing actuarial and financial analysis services
- Leveraging consortium purchasing opportunities where appropriate
- Educating UMS management and internal groups on national health and benefits trends, laws and regulations, health savings and improvement opportunities, and risks

UMS provides a comprehensive set of benefits programs for active and retired employees based on the following schedule:

Participating Group	Medical	Dental	Vision	FSA	EAP	HRA
UMS Employees	Yes	Yes	Yes	Yes	Yes	
UMS Retirees	Yes	Yes			Yes	Yes – Marketplace only

As of March 1, 2026, the subscriber contract census of the eligible groups is:

Participating Group	Medical	Dental	Vision	FSA	DCA	HSA	EAP	HRA
Active Employees	4,017	4,426	3,072	882	121	623	5,350	N/A
Non-Medicare Retirees	50	150	N/A	N/A	N/A	N/A	200	N/A
Medicare Advantage Retirees	1,865	524	N/A	N/A	N/A	N/A	3,100	1,235
COBRA	9	14	14	0	0	N/A	N/A	N/A

The UMS health insurance is provided to employees and retirees as follows:

- A third-party Administrative Services Only (ASO) agreement for its self-insured PPO medical plan offered to active employees and pre-65 retirees. The options include a Copay plan or an IRS qualified High Deductible Health Plan (HDHP) with a Health Savings Account (HSA).
- For its Medicare-eligible (post-64) retirees:
 - A fully insured group Medicare Advantage program.
 - Alight Medicare Marketplace whereby retirees can select individual health plans tailored to their needs. Retirees can shop for coverage—including Medicare Advantage, Medigap (supplemental), prescription drug, dental, vision, and hearing plans—using Alight’s portal. Those enrolling in individual plans through this option are also eligible for a University-funded HRA.

Pharmacy Benefit Management (PBM) service for the PPO plan is provided by Capital RX on a carved-out basis.

In addition to medical plan offerings, UMS also offers dental to all eligible employees through Northeast Delta Dental and Vision Insurance through EyeMed. COBRA and FSA are through WEX; Retiree billing is through EBPA; EAP is through Compsych; Life, AD&D, STD, LTD, and Maine’s Paid Family Medical Leave Act (PFMLA) are through the Standard.

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 including but 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

UMS is seeking an advisor to provide qualified, licensed employee benefit consulting services for UMS benefits including medical, stop loss, dental, vision, pharmacy, life insurance, disability insurance, Employee Assistance Program, Flexible Spending Account, Retiree Billing, COBRA, and wellness programs. This advisor shall perform a full range of consulting services related to the design, maintenance, communication, and improvement of the aforementioned benefit programs. In particular, the advisor must be able to demonstrate experience in strategic development, oversight, and direct contracting negotiations with health provider and other benefit provider organizations. UMS also expects that the advisor has experience with risk sharing arrangements within ACO contracting. The consultant must be able to provide or have access to, as part of their services, actuarial, underwriting and data analytic service resources.

It is expected that the advisor will take a proactive, strategic approach in working with UMS to identify trends, both industry-wide and within our individual programs, and provide us with the tools to successfully effect positive, value-based change in the UMS's health programs as well as be a leader in driving change with the Maine health care market.

Refer to [RFP Appendix H](#) for a complete list of requirements and services. The Respondent is required to provide a response to RFP Appendix H, as provided in the SUBMISSION FORM PACKAGE referred to in Section 3.2 of this document.

1.1.5 Minimum Eligibility Requirements

All benefit consulting firms submitting a proposal must meet the following minimum eligibility requirements. Respondents that do not meet these requirements will be disqualified:

- a. Licensed to do business in Maine and other states as appropriate.
- b. Expertise, licenses and resources to provide Employee Benefit Advisor services for UMS's current and future operations.
- c. Consistently maintain and allocate sufficient staffing resources to provide timely service for UMS Employee Benefit Advisor service needs.
- d. Maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary.
- e. Experience working with public employers and Non-ERISA plans.
- f. Execute and adhere to Benefits Advisor Compensation Disclosure Form (Exhibit B) which discloses any direct or indirect compensation to you and/or your firm from any third-party vendors and/or insurance companies as they relate to UMS's insurance plans and benefit offerings.

Details and the required demonstration and documentation regarding minimum eligibility requirements are provided in Appendix E.

1.2 General Information

1.2.1 Contract Administration and Conditions

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

The Master Agreement entered into by the parties shall consist of the University of Maine System Master Agreement (attached to this document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

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

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

- 1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not:

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

- 1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

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

1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

1.2.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

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

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

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity.

1.2.4 Costs of Preparation

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

1.2.5 Authorization

Any Agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

Authorization. Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Executive Director of Strategic Procurement & Services and it is not approved, valid or effective until such written approval is granted.

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

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

1.2.6 Multi-Institutional

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

1.2.7 Pricing

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

1.2.8 Cost Response Form Quantities

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

1.2.9 Employees

The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

1.2.10 Environment Compliance

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

1.2.11 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary

addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.2.2	Deadline for Written Inquiries/Questions	April 9, 2026
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	April 10, 2026
Section 1.2.2	Deadline for Proposal Submission	April 22, 2026 On or before 11:59 pm EST
Section 1.3.8	Estimated Respondent Presentation Date (subject to change)	April 28 & 29, 2026
Section 2.2	Award Announcement (subject to change)	May 2026
	Estimated Agreement Start Date (subject to change)	July 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.

Respondents meet the minimum qualifications provided in RFP Section 1.1.5. Respondents that do not meet these qualifications will be disqualified.

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 an 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 E	Minimum Eligibility Requirements	
IMPORTANT	The following evaluation matrix will be used to evaluate only those Respondent's that meet the minimum eligibility requirements provided in RFP Section 1.1.5. Respondents that do not meet these qualifications will be disqualified.	
Appendix C	Cost Proposal – Consultant Core Services	30
Appendix D & D1	Master Agreement	5
Appendix F	Organization, Qualifications, Experience and References	25
Appendix G	Solution Requirements Narrative Questions	20
Appendix H	Solution Requirements Matrix	20
Total Points		100

2.1.2 Scoring Section Descriptions

2.1.2.1 Appendix E: Minimum Eligibility Requirements

Respondent submissions that do not meet the minimum eligibility requirements in RFP Section 1.1.5, will receive a total of zero (0) points and will be immediately disqualified from further consideration, or further review of the submission.

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

2.1.2.2 Appendix C: Cost Evaluation

The total cost proposed for conducting all the functions specified in the RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded full points. Proposals with higher bid values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is for each category:

Table A: Consultant Core Services

(Lowest submitted Total Proposed Cost for Consultant core services / Total Proposed Cost for consultant services being scored) x (25) = pro-rated score

Respondent submissions that cannot provide the full list of consultant core services listed on Appendix C, Exhibit 1 Table 1, will

be immediately disqualified from further consideration, or further review of the submission.

2.1.2.3 **Appendices D & D1: 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 for the Master Agreement.
- 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.

2.1.2.4 **Appendices F: Organization, Qualifications, Experience and References**

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

2.1.2.5 **Appendix G: Solution Requirements Narrative Questions**

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

2.1.2.6 **Appendix H: Solution Requirements Matrix**

Each requirement listed in the matrix reflects the importance to the University. This importance rating coincides with a point score which is applied based on the Respondents response as to whether their solution meets the requirement stated ("Yes", "No" or "Partial").

The scoring formula is:

- "Yes" Response – will receive the total points allotted for the requirement
- "Partial" Response - will receive $\frac{1}{2}$ of the total points allotted for the requirement.
- "No" Response – will receive zero points for the requirement.

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 either in writing or as part of any Oral Presentation(s).

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 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 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.