



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

Web Design & Brand Strategy Consultant for
New England Environmental Finance Center
(NEEFC)

RFP #2026-021

Issued Date: September 30, 2025

Response Deadline Date/Time: October 28, 2025, 11:59 p.m.
EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – GNA: Web Design & Brand Strategy Consultant
(NEEFC) – RFP #2026-021

Response Contact Information:

Strategic Sourcing Manager (SSM): Gregg N Allen
Email: UMSResponses@maine.edu

Contents

1.0 INTRODUCTION	3
1.1 Definitions, Background, Purpose and Specifications	3
1.2 General Information.....	9
1.3 General Submission Provisions	13
2.0 EVALUATION AND AWARD PROCESS	15
2.1 Evaluation Criteria	15
2.2 Award	16
2.3 Tie Bids	17
2.4 Negotiations	17
2.5 Award Protest	17
3.0 RESPONSE FORMAT REQUIREMENTS	17
3.1 General Format Instructions	18
3.2 Response Format Instructions	18
Appendix A – University of Maine System Response Cover Page	20
Appendix B – Debarment, Performance and Non-Collusion Certification.....	21
Appendix C – Required Cost Evaluation Exhibits	22
Appendix D – Contract for Services.....	24
Appendix E – Organization Reference Form	35
Appendix F – Evaluation Question(s) – Proposal Requirements.....	36

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/Introduction

The [New England Environmental Finance Center](#) (NEEFC) is seeking responses to provide web design and brand strategy 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 NEEFC, based at the University of Southern Maine, has been building community capacity as a U.S. Environmental Protection Agency (EPA) Regional Environmental Finance Center since 2001. Their mission is to build community capacity to pay for the growing cost of protecting critical environmental resources and fostering resilient communities. They work with state and local governments, Tribes, utilities, nonprofits, community-based organizations, and the private sector in all six New England states. The NEEFC administers multiple technical assistance programs that respond to local and regional environmental challenges like climate resilience, watershed management, stormwater and green infrastructure, drinking water and wastewater infrastructure, and sustainable operating practices, all with an emphasis on moving projects closer to funding, financing, and implementation. Specific programs include the [Southeast New England Program Network](#), [New England Water Infrastructure Network](#), and [BetterBev Green Craft Beverage Recognition](#) program, among others. As a small team, they routinely partner with other organizations and practitioners. They are experts at building and managing complex multi-partner networks to extend our expertise and reach far beyond their Portland, Maine offices.

Respondents should review **1.1.4 Background and 1.1.5 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).

Though this document is primarily for the NEEFC, all campuses in the University of Maine System must be afforded the use of this solution, with all the same terms and conditions applicable to the various University locations.

1.1.4 Background

As an organization heading towards their 25th year, the NEEFC recognizes the need to take a fresh look at how they present their organization and the diversity of work they do to external audiences. They seek a firm that can help the NEEFC:

- Clearly articulate their mission and how it is put into action through their diverse and distinct programs.
- Make their technical work understandable, exciting, and accessible to different audiences.
- Increase recognition of the NEEFC brand across New England.
- Design and build a new website (neefc.org) and develop communications collateral.

Present Day Branding and Website Challenges

The existing website (neefc.org) is almost a decade old and was not designed as a forward-thinking resource to highlight the breadth and depth of the work the NEEFC does across New England. NEEFC modernized and simplified their logo in 2022 but never developed or implemented a brand guide to inform consistent messaging and usage across the website and other communication materials. They are seeking a more modern, user-friendly, and cohesive website and brand design that helps the organization tell the story of their impact and services. They understand the challenges below to their current branding and web design, navigation, and functionality:

Branding Needs

While the NEEFC has an identifiable logo and color scheme, they would greatly benefit from a branding refresh that helps to navigate a key set of challenges, including brand consistency across their programs, complex organizational affiliations¹, and public confusion about their name and what they do. They want to:

- Modernize the branding: colors, fonts, a new or refreshed logo that enables co-branding with other logos (e.g., NEEFC program logos, UMaine logos).
- Develop consistent brand guidelines for online and print materials.

¹ The NEEFC exists under a complex umbrella of organizational affiliations. They are part of the University of Maine System, based at the University of Southern Maine (USM). Within USM, the NEEFC sits within the Catherine Cutler Institute.

- Develop clear guidance on brand hierarchy.
- Clearly and concisely articulate the organization's mission and work.

Website Needs

The website suffers from a lack of cohesive structure and consistency. Each of the NEEFC's varied programs has its own design, navigation, and functionality that do not visually show an intentional connection and hence, lead to a lack of brand alignment. Some of the programs have their own websites (e.g., snepnetwork.org) linked to the main website, which they'd like to fully integrate into a comprehensive website (neefc.org) that encompasses the breadth of their programs. They also seek guidance on articulating the website audience and user base, and hope that clarity leads to an easier-to-use and more helpful website overall.

NEEFC wants the new website to have the capacity to host tools such as resource libraries, sortable tables, maps, and other dynamic features that improve both usability and information sharing for visitors and back-end users alike. While the existing site has basic responsive functionality, it needs updated optimization for mobile browsing and improvements to meet accessibility standards. These issues are compounded by a lack of website editorial guidelines or a website/CMS handbook, therefore limiting their staff's ability to follow existing styles and to make modifications in intentional and coordinated ways.

1.1.5 Scope of Work

NEEFC is seeking proposals that respond to the following scope of work:

Brand Strategy Refresh

Updated NEEFC brand identity that reflects NEEFC's values, amplifies their reach, and helps their target audiences easily identify sub-branded NEEFC programs. Deliverables include:

- **Brand strategy articulation:** a comprehensive document to guide all NEEFC communications and marketing, including concise articulation of their mission, update of their visual representation of brand and brand hierarchy, consistent branding guidelines, and messaging that can be easily adapted to NEEFC's multiple programs.

Website Redesign & Development

Design and development of a new NEEFC website – including the incorporation/migration of snepnetwork.org under the neefc.org umbrella – using a process that engages NEEFC staff and key stakeholders throughout. Deliverables include:

- **Discovery:** meetings with NEEFC staff and stakeholders to understand organizational brand and communications assets.
- **Landscape analysis:** research how other [Environmental Finance Centers](#) around the country and similar organizations describe their

work, summarize what they offer, visually identify their organization and programs, and communicate that information through their website.

- **Website design:** sitemap, wireframes, UX design, and page mockups that include NEEFC team in design intention and decision making throughout the process.
- **Website development and accessibility:** develop website on an easy-to-use CMS that allows NEEFC staff to manage while ensuring a mobile-friendly website that meets all ADA and Section 508 Compliance requirements and WCAG 2.2 web accessibility standards and incorporates third-party integrations of maps, forms, marketing, and resource navigation. Conduct quality control and testing to ensure fast load times, SEO optimization, and ease of use analytics.

Training & Post-Launch Support

Set NEEFC team up for success in ongoing management of website post-launch. Deliverables include:

- **Training and documentation:** Pair launch support and error troubleshooting with manuals, recorded training sessions, or similar resources on brand strategy and website best practices and maintenance to ensure a successful launch and ongoing website management in-house
- **Offer ongoing technical support** services as needed/as budget allows (potential for additional funds for ongoing technical support).

Budget

The NEEFC has allocated approximately \$55,000 to support this work.

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 Contract for Special Services, which is attached to this response as **Appendix D**. The Agreement initial term and renewal periods are reflected in Appendix D, University of Maine System Contract for Special Services, and are subject to continued availability of funding and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System Contract for Special Services (attached to this document for illustrative purposes), 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 Contract for Special Services
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
	RFP Release	September 30, 2025
Section 1.2.2	Deadline for Written Inquiries/Questions	October 7, 2025
Section 1.2.2	Response to Written Inquiries/Questions (subject to change)	October 14, 2025
Section 1.2.2	Deadline for Proposal Submission	October 28, 2025
Section 1.5	Award Announcement (subject to change)	November 4, 2025
	Estimated Agreement Start Date (subject to change)	TBD

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).

EVALUATION AND AWARD PROCESS

1.4 Evaluation Criteria

1.4.1 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 (See Budget, Section 1.1.5)	20
Appendix D	University of Maine System Contract for Special Services	10
Appendix E & F	Proposal Requirements & References	70
Total Points		100

1.4.2 Scoring Section Descriptions

1.4.2.1 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:

$$\text{(Lowest submitted cost response / cost of response being scored)} \times \text{Points} = \text{pro-rated score}$$

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.

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

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

1.4.2.3 University of Maine System Contract for Special Services (Appendix D)

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 1.5 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.

1.4.2.4 Proposal Requirements and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Interviews may be performed and/or references may be checked on the top Respondent(s) only as determined by consensus scoring in the other categories.

Proposals will be evaluated on:

- Experience with nonprofit/public sector branding and website development
- Demonstrated understanding of NEEFC's mission and goals
- Design and usability of sample work
- Accessibility and technical competence
- Project approach, timeline, and cost-effectiveness

1.5 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.

1.6 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.

1.7 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.

1.8 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:

[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.

2.0 RESPONSE FORMAT REQUIREMENTS

2.1 General Format Instructions

2.1.1 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.

2.1.2 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.

2.1.3 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.

2.1.4 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.

2.2 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.

2.2.1 Section 1 - Response Cover Page

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

2.2.2 Section 2 - Cost Response

- 2.2.2.1 Label this response - Section 2 – Cost Evaluation
- 2.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

2.2.3 Section 3 – Contract for Services

- 2.2.3.1 Label this response - Section 3 – Full acceptance of terms and conditions/proposed revisions (See Section 1.4.2.3)

2.2.4 Section 4 - Response to Questions

- 2.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 2.2.4.2 Insert Appendix E – Organization Reference Form
- 2.2.4.3 Insert Appendix F – Evaluation Question(s) – Proposal Requirements

Appendix A – University of Maine System Response Cover Page

RFP # 2026-021

Web Design & Brand Strategy Consultant for NEEFC

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 # 2026-021
Web Design & Brand Strategy Consultant for NEEFC

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 # 2026-021
Web Design & Brand Strategy Consultant for NEEFC

GENERAL INSTRUCTIONS:

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

INSTRUCTIONS FOR - Exhibit 1 (Table 1) – Cost Summary

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

Respondent's Name:		
	Category	Cost
1	Brand Strategy Refresh	
2	Website Redesign & Development	
4	Training & Post-Launch Support	
	Include additional explanation of costs and list assumptions that could influence the cost of change request pricing.	
	List explanations and assumptions here;	
	-	
	-	

Appendix D – Contract Template (FOR ILLUSTRATIVE PURPOSES ONLY. Do not complete at this time)

UNIVERSITY OF MAINE SYSTEM SUBCONTRACT FOR SERVICES

This Subcontract entered into by and between **the University of Maine System, acting through the University of Southern Maine**, hereinafter referred to as the "University", and _____, hereinafter referred to as "Subcontractor".

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

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

1. **Specifications of Work:** The Subcontractor agrees to perform the Specifications of Work as described in **Attachment A**, hereby incorporated by reference.
2. **Term:** This Subcontract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Subcontract.
3. **Payment :**
 - A. The total of **all** payments made against this Subcontract shall not exceed _____. Any expenses not listed here will not be reimbursed.
 - B. The University shall compensate the Subcontractor at the rate of _____ per _____ (hour, week, semester, entire project.) Payment will be made within 30 days upon submittal and approval of invoices.
 - C. Reimbursement for travel:
☒ All travel, lodging and meals are part of the compensation described in section A. No additional reimbursement will be made.
OR
☐ Subcontractor 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.
 - D. Other expenses (postage, printing, phone, etc.) shall not exceed _____. Copies of receipts or itemized bills for expenses must be submitted for reimbursement
4. **Termination:** This Subcontract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Subcontractor fails to comply with the provisions of this Subcontract, the University shall have the right to terminate this Subcontract immediately with written notice. Termination does not release the Subcontractor from its obligations to provide services per the terms of the Subcontract during the notification period. 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.
5. **Title to Property:** Rights in and title to any tangible or intangible property first procured for or produced in the performance of this Subcontract shall vest with the University upon payment of all sums owed by the University at the expiration or termination of this Subcontract and copies of any such materials shall be turned over to the University upon request, except that Subcontractor shall retain all rights and title to materials that were in its possession prior to starting performance and

developments to intellectual property occurring as an indirect result of performance. Subcontractor shall, upon request and without unreasonable delay, transfer any assignable warranties applicable to materials vesting with the University.

6. **Conflict of Interest:** No officer or employee of the University shall participate in any decision relating to this Subcontract 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 Subcontract or proceeds thereof.
7. **Assignment:** This Subcontract, or any part thereof, may not be assigned, transferred or subcontracted by the Subcontractor without the prior written consent of the University.
8. **Applicable Law:** This Subcontract shall be governed and interpreted according to the laws of the State of Maine.
9. **Administration:** _____, shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Subcontract and to whom all notices must be sent
10. **Non-Discrimination:** In the execution of the Subcontract, the Subcontractor 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.
11. **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 and has ascertained any pertinent requirements of applicable laws and regulations. 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.
12. **Subcontract Validity:** In the event one or more clauses of this Subcontract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Subcontract.
13. **Independent Subcontractor:** Subcontractor 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, Subcontractor, 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 Subcontractor. Subcontractor 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.

14. **Entire Subcontract:** This Subcontract 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 may not be modified or amended except in a writing signed by both parties.
15. **Licensing:** Subcontractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Subcontract. Subcontractor shall provide proof of such licensure or permit to the University prior to commencing work under this Subcontract.
16. **Record Keeping, Audit and Inspection of Records:** The Subcontractor shall maintain books, records and other compilations of data pertaining to the requirements of the Subcontract to the extent and in such detail as shall properly substantiate claims for payment under the Subcontract. 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 Subcontract. 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 Subcontractor pertaining to this Subcontract. Such access shall include on-site audits.
17. **Publicity, Publication, Reproduction and use of Subcontract's Products or Materials:** The Subcontractor 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 Subcontract, makes any statement bearing on the work performed or data collected under this Subcontract to the press or issues any material for publication through any medium of communication. If the Subcontractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Subcontract, 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.
18. **Confidentiality:** The Subcontractor 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 is an agency and instrumentality of the State of Maine and may have obligations for disclosure under the Maine Freedom of Access Act or other applicable legal obligations.
19. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Subcontract 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.
20. **Accessibility:** If the solution, services or deliverables include any technological human interface or materials, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, emails, etc., the Subcontractor hereby warrants that the products or services to be provided under this Subcontract comply with the accessibility guidelines of "Section 508 of the Rehabilitation Act of 1973" as amended as of the date of this Subcontract, and the "Web Content Accessibility Guidelines (WCAG) 2.1 level AA" published by www.w3.org.

If the solution includes any end-user-facing technological human interface, such as an end-user device software component, web pages or site, video or audio playback, file upload system, mobile

device components, control panel, etc., the Subcontractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

The University, at its discretion, may at any time test the Subcontractor's products or services covered by this Subcontract to ensure compliance with Section 508 and WCAG 2.1 level AA. Testing that results in findings of non-compliance, shall result in a 25% reduction in the total cost of the products and/or services covered by this Subcontract if the non-compliance is not corrected within 30 days of being reported to the Subcontractor in writing. All withheld amounts will be paid to the Subcontractor upon correction of the non-compliance and acceptance by the University. Said acceptance not to be unreasonably withheld.

Failure to comply with the requirements of this Section 20 shall constitute a breach and be grounds for termination of and indemnification by Subcontractor under this Subcontract.

21. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
22. **Debarment:** By signing this Subcontract, the Subcontractor certifies to the best of Subcontractor's knowledge and belief that the it, its principals and any Subcontractors:
- A. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on Subcontracts issued by any governmental agency;
 - B. Have not, within three years preceding this Subcontract, 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 Subcontract.
 - 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; and
 - 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
 - C. Have not, within a three (3) year period preceding this Agreement, had one or more federal, state or local government transactions terminated for cause or default.
23. **Insurance Requirements and Proof of Insurance (prior to performance of service): Attachment B, hereby incorporated by reference.** The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.
24. ☐ **If checked, Standards for Safeguarding Information: Attachment C, hereby incorporated by reference (additional signatures required)**
25. **Counterparts and Authority:** This Subcontract may be signed in any number of counterparts, each of which is an original copy of this Subcontract and all of which taken together shall constitute one agreement. The person signing on behalf of each Party represents that he or she has the right and power to execute this Subcontract on behalf of such Party. Signatures delivered via email in PDF format or by fax shall be effective.
- [If this Subcontract is NOT funded in whole or in part with Federal funds, and this subcontract is NOT in an amount greater than or equal to \$250,000, the following clause should be deleted.]**
26. Subcontractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (June 2020)
- (a) This subcontract and employees working on this subcontract will be subject to the whistleblower rights and remedies in the pilot program on subcontractor employee whistleblower

protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and Federal Acquisition Regulation (FAR) 3.908.

(b) The Subcontractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section FAR 3.908.

(c) The Subcontractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold as defined in FAR 2.101 on the date of subcontract award.

27. **Signatures:**

FOR THE SUBCONTRACTOR:

FOR THE UNIVERSITY:

Authorized Signature

Date

Authorized Signature

Date

Per University policy, "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 Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."

Authorized Signature (over \$10,000)

Date

Tamara Blair Kirk, Director
Research Service Center
University of Southern Maine

Authorized Signature (Over \$50,000)

Date

UMS Office of Strategic Procurement
University of Maine System

ATTACHMENT A FOLLOWS

ATTACHMENT A

**SUBCONTRACT FOR SERVICES BETWEEN
THE UNIVERSITY OF MAINE SYSTEM AND**

WORK PLAN: The Work Plan will cover the period through .

SPECIFICATIONS OF WORK TO BE PERFORMED

EXPECTED OUTCOMES:

BUDGET SUMMARY AND INVOICING:

As this project is funded, in whole or part, with Federal or Grant Funds, via the (funder), CFDA Number under Contract Agreement , Grant Number , the availability of funds is contingent upon the execution and continuation of that agreement with the University of Southern Maine for the period of the Subcontract.

Invoicing and Payments:

- Invoices need to be made out to University of Southern Maine and include Purchase Order number, invoice number and date.
- Itemized invoices shall be submitted no more frequently than monthly, and no less frequently than quarterly.
- Payments to be made within 30 days of invoice date

SPECIAL TERMS AND CONDITIONS:

Detail any special terms or conditions.

UNIVERSITY PROJECT DIRECTOR:

DATE: _____

END of ATTACHMENT A

**UNIVERSITY OF MAINE SYSTEM - CONTRACT FOR SERVICES
INSURANCE REQUIREMENTS - ATTACHMENT B**

During the term of this agreement, the Contractor shall maintain the following insurance:

Required:	Insurance Type	Coverage Limit
<input type="checkbox"/>	Cyber Liability - Coverage amounts will be determined based on level of confidential data and connection/access to the University	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000 <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/>	General Liability – Includes bodily injury & property damage	<input checked="" type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> Other: _____
<input type="checkbox"/>	Marine Liability – Required for any maritime or marine service	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> Other: _____
<input type="checkbox"/>	Professional Liability – Includes engineers, auditors, legal, medical, design work, etc.	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> Other: _____
<input type="checkbox"/>	Sexual Abuse & Molestation Liability – Required if event/activity involves minors	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/>	Vehicle Liability – Including hired & non-owned, covers bodily injury & property damage	<input checked="" type="checkbox"/> \$1,000,000 <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/>	Workers Compensation – As required by Maine and Federal law	As required by law for all personnel
<input type="checkbox"/>	Other (Liquor Liability, Fidelity/Crime Liability, Aviation Liability, etc.) - _____	<input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$3,000,000 <input type="checkbox"/> Other: _____

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 Management
46 University Drive-Robinson Hall
Augusta, ME 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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

If this is your first time doing business with the University of Maine System please complete the New Supplier Request form on our website at:

www.maine.edu/UMSVENDOR *(CASE SENSITIVE)*

You will be required to submit a current w-9 Form to umsvendor@maine.edu or via Fax 207-581-26

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.

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.

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

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

Appendix F – Proposal Requirements

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.

Please include:

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. Brief overview of your firm and relevant experience
3. Examples of similar branding and website projects (preferably for nonprofit, academic/higher education, or environmental organizations)
4. Bios of proposed team members
5. Project timeline with major milestones
6. Itemized budget with estimates per deliverable
7. Description of CMS and tools recommended for website
8. Approach to accessibility, user testing, and post-launch support
9. Please indicate if your company either self identifies or holds certification as a LGBTQ+ BE, MBE, SDVBE, SBE, veteran-owned, service-disabled veteran-owned, HUBZone, small disadvantaged business, women-owned, minority-owned, WBE, VBE etc. If appropriate, please indicate if you hold a certification. If certified, prior to an award the University may request a copy of the certification from your company.
10. 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. Please include any designations as provided in #2 regarding diverse business status.
11. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
12. 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.