



Administered by University of Maine System
Office of Strategic Procurement
Request for Qualifications (RFQ)

COLLECTION SERVICES-
UNIVERSITY OF MAINE SYSTEM

RFQ #2025-063

Issued Date: February 14, 2025

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

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line- GNA: Collection Services- RFQ# 2025-063

Response Contact Information:

Email: UMSResponses@maine.edu

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University" or "UMS."

Respondents to this document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom a future Agreement is negotiated and awarded shall be referred to as a "Contractor" or "Vendor."

1.1.2 Background

Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 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 the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.

Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents but deliver sustainable economies and efficiencies for the future benefit of the System as well.

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. Celebrating its 50th anniversary, UMA is the third largest public university in Maine. In addition to its main campus in the state's capital, UMA also serves students at its campus in Bangor (UMA Bangor) and through University College centers around the state. 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

Established in 1864, the University of Maine at Farmington is a small, increasingly selective public liberal arts college, featuring programs in teacher education, the arts & sciences and professional studies, serving primarily full-time, traditional-age undergraduates in a residential setting. Farmington continues to be recognized for its academic quality, small classes, close-knit community and integrated curricular, co-curricular and extra-curricular offerings. 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 attractive price.

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 "rural university" that other New England campuses attempt to emulate. Strong academic programs include associate and bachelor's degrees in such disciplines as nursing, business, education, forestry and cyber security 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. Featuring seventy-seven full-time and adjunct faculty and eighty-one staff, UMFK enjoys national recognition for quality and value as well as championships in men's and women's soccer.

University of Maine at Machias

The University of Maine at Machias, a member of the University of Maine System, sits on the Gulf of Maine, surrounded by rivers, forests, fishing villages, and blueberry barrens. This unspoiled portion of the Atlantic coast is known for its outdoor recreational opportunities and quality of life. As Maine's Coastal University, faculty and students approach the liberal arts with a focus on coastal, environmental and community issues. The academic experience emphasizes learning both in the classroom and in experiential settings. UMM's fifteen undergraduate degree programs serve approximately 800 students. The University's applied research and public services contribute to the improvement of the quality of life and economic development in Downeast Maine.

University of Maine

Established as a land grant college in 1865, the University of Maine is a public research university located in Orono and referred to as the flagship institution of the University of Maine System. UMaine, as it is often called, has an overall enrollment of over 11,000 students who pursue majors in ninety undergraduate disciplines, more than seventy masters' courses of study and thirty doctoral programs. Ranked 105th by the National Science Foundation among American research universities, UMaine's research faculty has an international reputation for excellence and the campus' Fogler Library is the largest in the state. Located on more than 600 acres only a few miles from Bangor, one of Maine's largest cities, the University of Maine is a major resource not only for education but economic and community development throughout the state as well.

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 the University 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

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

1.1.3 Purpose

The University of Maine System is seeking responses to provide collection services in connection with delinquent student loans and/or past due student receivables 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).

Collection services are to augment the work done by UMS to collect past due amounts. These services may include pre-collection activities, skip tracing, asset searches and any other related activities required for verifying and collecting these types of accounts.

Each campus is responsible for its student receivables. These receivables may include but are not limited to tuition, fees, housing costs, library fines and parking fines. Per agency reporting, 1,587 accounts were placed totaling \$5,976,627 during Academic Year 2024 with a reported total collected of \$904,837. Average amounts placed were \$3,765.99. Repayment was tracked per payment, not per borrower, and averaged \$428.83.

The UMS Shared Processing Center (SPC) is responsible for servicing Perkins, Nursing and Institutional loans. At this time UMS uses Heartland ECSI as its billing servicer. Five campuses currently participate in the Federal Perkins Loan program, two campuses have Nursing Student Loan portfolios and two campuses have their own Institutional Loan programs. Per agency reporting, 370 accounts were placed totaling \$1,008,725 during Academic Year 2024 with a reported total collected of \$172,153. Average amounts placed were \$2,726.28. Average repayment amount was \$1,110.66 based per payment not per borrower. UMS is in the process of liquidating Perkins on a campus by campus basis.

Current agency rates

Loans 1st—18, 20,21

Loans 2nd—20, 23, 25, 26

Loans Litigation—25, 26, 27, 28, 28.5

Student Accounts 1st—18, 20

Student Accounts 2nd—20, 23, 24.5, 26

Student Accounts Litigation—24.5, 25, 26, 28, 28.5

Current Agencies are

Coast Professional

ConServe

General Revenue Corporation

National Credit Management

Raduis Global Services

Recovery Management Services

Reliant Capital Solutions

Todd, Bremer and Lawson

Williams & Fudge

Respondents should review 1.1.4 Specifications / Scope of Work of this document to see the full Scope of Services/Products required.

1.1.4 Specifications/Scope of Work

The Contractor shall promptly undertake, through proper and lawful means, the collection of all such accounts referred by the University without regard to the amount. The Contractor shall not, under any circumstances, use any threats, intimidations or harassment in the collection of accounts nor violate any guidelines of the Federal Fair Debt Collection Practices Act, the Maine Fair Debt Collection Practices Act, nor violate any other applicable governmental laws, regulations, guidelines or any amendments thereto after the date of contract.

The Contractor shall at all times maintain a Trust Account in which all monies collected for the University by the Contractor shall be deposited promptly after posting to the book of accounts, and shall carry at all times, during the term of the contract, a collection agency bond. The Contractor shall have the right to endorse account checks made payable to the University for deposit into Trust Account

Referral of accounts shall be at the University's option. The University agrees to have performed appropriate written demands informing debtor of the consequences of his/her failure to make payments prior to turning accounts over to the Contractor. Written acknowledgement of accounts by the Contractor shall be made promptly upon receipt to the University.

The contract is not an exclusive collection agency contract and does not bind the University or any of its campuses (universities) or instrumentalities to refer any accounts for collection to the Contractor.

The Contractor shall receive commission based on the total amount collected on each individual account regardless of size of account, age of account, or skip tracing. If an

account is "brought current" within ten (10) days of placement, the account will be returned to the University with no commission being charged by the Contractor.

The Contractor will not be entitled to any commission or other compensation in connection with accounts of debtors found to be eligible for deferment or cancellation or placed by mistake. The Contractor shall not be entitled to any commission or other compensation in connection with amounts collected by UMS through the State Tax Setoff program.

The Contractor shall maintain for all accounts a ledger record which reflects the original balance assigned, additional charges, collections, commissions, court costs and attorney fees. Accounts must be maintained by the Contractor at all times to reflect the current amount due based on information supplied by the University or the University's loan servicer. The University shall have the right to inspect such records at any time during normal business hours.

All hard copy files and computer stored information shall be maintained in such a way as to assure confidentiality and protect against unwarranted disclosures of information. All records shall be maintained in such a manner and for the time periods required by applicable laws and regulations.

On a regular monthly basis, the Contractor shall have available written status reports. The Contractor shall provide, at the University's request, a complete inventory of all accounts.

On a regular monthly basis, the Contractor shall remit to the University all net collections (gross amount collected less applicable commissions) made on University accounts from the previous month's remittance. The Contractor and individual campuses shall determine the timing and method of the monthly remittance. The Contractor will prepare a detailed statement of all payments made during the remittance period which will accompany the remittance check. Checks from the Contractor to the University shall be made payable to the University of Maine System for amounts collected on loan accounts. Checks for student accounts shall be made payable to the campus.

For loan rehabilitation arrangements, the Contractor will contact the SPC to discuss the appropriate amount of monthly payment prior to preparing any written agreement between the Contractor and the borrower. Once an agreement has been made and signed by the borrower, it must be forwarded to the SPC.

The Contractor shall not accept any compromise settlement(s), without prior written approval of University. For purposes of this paragraph, a compromise settlement is a settlement for less than the original principal and interest balance referred to the Contractor for collection plus accrued interest.

No form of legal action will be initiated on the part of the Contractor without written authorization from the University. The Contractor will advance all court costs and attorney fees. The Contractor shall be reimbursed for advance court costs out of first monies collected. No commission is payable on court costs and attorney fees collected.

Should the University request cancellation of an individual account on which legal costs have been advanced, the University agrees to reimburse the Contractor for such advanced costs prior to the Contractor canceling the account.

The University will notify the Contractor of all direct payments. The Contractor will include a commission owing for any direct payments, except as noted in compensation section, on the next monthly statement.

The Contractor and the University understand and agree that all information provided by the Contractor to the University is of a propriety nature, and therefore shall remain of a confidential nature except as required by law. Such proprietary information shall include reports, statements, proposals, contracts, manuals, information bulletins and other information disseminated from time to time by the Contractor to the University. The Contractor agrees that any student information provided by the University is confidential and will be used solely for the purposes of skip tracing and/or collecting the account. The information will not be disclosed to any third party or used for any other purpose.

Upon discovery, the Contractor shall notify and immediately return to the University any account under protection of the bankruptcy courts.

For student accounts: The Contractor agrees to automatically return to the University all accounts that the Contractor has held for six (6) months without payment and such other accounts as the University may in its sole discretion request, with an explanation as to why the Contractor has been unable to collect on the accounts returned (e.g., hardship, refusal to pay, incarceration, unable to locate after due and diligent search, unemployment, etc.) The Contractor shall provide written notice of closure to include the borrower's name, account number, borrower's address and telephone information along with the reason for closure. The campus may choose to extend the placement period to twelve (12) months instead of six (6) months. Each campus will communicate its preference to the agency prior to placing any accounts.

For loan accounts: The Contractor agrees to automatically return to the University all accounts that the Contractor has held for twelve (12) months, unless payment has been received in previous six (6) months, and such other accounts as the University may in its sole discretion request, with an explanation as to why the Contractor has been unable to collect on the accounts returned (e.g., hardship, refusal to pay, incarceration, unable to locate after due and diligent search, unemployment, etc.) The Contractor shall provide written notice of closure to include the borrower's name, account number, borrower's address and telephone information along with the reason for closure. And, in accordance with 34 CFR Part 674.39, the Contractor shall notify the client when a loan account has been successfully rehabilitated and immediately return to the University any account which has been successfully rehabilitated.

Pursuant to Federal Regulation 34 CFR, Part 668.25, for loan accounts only, the Contractor agrees to:

- Comply with all statutory provisions of or applicable to Title IV of the Higher Education Act, all regulatory provisions prescribed under that statutory authority, all special arrangements, agreements, limitations, suspensions, and terminations entered into under the authority of statutes Title IV of the Higher Education Act
- Refer to the Office of Inspector General of the Department of Education for investigation any information indicating there is a reasonable cause to believe that the University might have engaged in fraud or other criminal misconduct in connection with University administration of any Title IV, Higher Education Act program or applicant for Title IV, Higher Education Act program assistance might have engaged in fraud or other criminal misconduct in connection with his application. Examples of other types of information that must be referred are:
 - false claims by the University for Title IV, Higher Education Act program assistance;
 - false claims of independent student status;
 - false claims of citizenship;

- use of false identity;
 - forgery of signatures or certification; and
 - false statements of income;
- Be jointly and severally liable with UMS to the Secretary of the Department of Education for any violation by Contractor of any statutory provision of or applicable Title IV of the Higher Education Act, any regulatory provision prescribed under the statutory authority, and any applicable special arrangements, agreement or limitation entered into under the authority of statutes applicable to the Title IV of the Higher Education Act; and
- If Contractor or UMS terminates the contract, or if Contractor stops providing services for the administration of a Title IV, Higher Education Act program, goes out of business, or files a petition under the bankruptcy code, return to UMS all:
- records in Contractor possession pertaining to UMS participation in the program
 - or programs for which services are no longer provided;
 - and funds, including Title IV, Higher Education Act program funds, received from or on behalf of UMS or UMS students, for the purpose of the program or programs for which services are no longer provided

1.2 General Information

1.2.1 Contract Administration and Conditions

- 1.2.1.1 Vendors qualified through this RFQ process may be required to execute a contract in the form of a University of Maine System Master Agreement. A Master Agreement template has been included as Attachment A of this RFQ for illustrative purposes.

The Master Agreement entered into by the parties shall consist of the University of Maine System Master Agreement, the RFQ, the Contractor'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 RFQ
5. Contractor's Submission
6. Purchase Order or Letter of Agreement (if applicable)

- 1.2.1.2 Modification of the Agreement terms and conditions are 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 (FOAA);
- h. Permit an entity to unilaterally change 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 Qualifications, bid or other offer to do business with the University, the Respondent 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 the Respondent; that such terms and condition shall control in the event of any conflict with such agreement; and that the Respondent 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. The Respondent 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. The Respondent will identify at the time of submission which, if any, portions of submitted materials are entitled to "trade secret" exemption from disclosure under Maine's FOAA; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that the Respondent 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 submitted materials and/or contract, if any, executed between UMS and the Respondent.

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 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 qualified vendors are selected (the successful Respondents). 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 any Agreements are fully executed, responses will be available for public inspection upon request.

The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of submitted materials which are entitled to "trade secret" exemption from disclosure under Maine FOAA. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that the Respondent will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine FOAA some or all submitted materials and/or contract, if any, executed between the University and the Respondent.

1.2.4 Costs of Preparation

Respondents are required to assume 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, Executive Director of Strategic Procurement and Services and is not approved, valid or effective until such written approval is granted.

1.2.6 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.

1.2.7 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, alkalis, chemicals, wastes, 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, bodily injuries, damage to any property, contamination or adverse effects of the environment, or any violation of state or federal regulations, 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.

1.2.8 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 Process and Provisions

1.3.1 Submission Process

The following process will be used for collecting responses:

1. University advertises RFQ.
2. Respondents provide written questions to the University for clarification (if needed).
3. University responds to questions.
4. Respondents provide electronic submissions to RFQ.
5. University reviews submissions and notifies Respondents if they are selected for the Qualified Vendor List.

1.3.2 Timeline of Key Events

Event Name	Event Due Date
University issues RFQ	February 14, 2025
Respondents submit written questions	February 28, 2025
University responds to questions	March 11, 2025
RFQ submissions due from Respondents	March 21, 2025
University notify Respondents of selections for Qualified Vendor List	TBD

1.3.3 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.

The University anticipates qualifying multiple respondents through this RFQ process to best serve the varying needs of the institution. The University understands that not all firms will have expertise in all the areas listed and encourages submissions from firms who have experience in a subset of the skillsets.

1.3.4 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification” 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 to this solicitation is certification that the Respondent (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.

1.3.5 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 shall be noted in 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 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 PROCESS AND QUALIFIED VENDOR LIST

2.1 Evaluation Process

2.1.1 Response Evaluation

The University will evaluate responses to determine if the Respondents are qualified to provide the services listed in this RFQ. A Qualified Vendor List will be created based on this evaluation. The University will engage with Qualified Vendors to negotiate and put Agreements in place at its discretion.

2.1.2 Evaluation Section Descriptions

2.1.2.1 Appendices C, D, E & F

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

2.2 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 cancel this request or reject any or all responses, in whole or in part, if responses are contrary to the best interests of the University. 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 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize an Agreement. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's RFQ. 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 RFQ. 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 RFQ, at its sole discretion.

2.4 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's Chief General Services 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:

<https://www.maine.edu/apls/apl-vii-a/>

If this RFQ 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. Links to additional content available in the public domain (Respondent websites, videos, etc.) is allowed.

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 team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Responses must include any forms provided in the application package or reproductions of those forms as closely as possible. All information should be presented in the same order and format as described in this document.

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 respond to all instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score.

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

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

3.2.1 Section 1 - Response Cover Page

3.2.1.1 Insert Appendix A – University of Maine System Response Cover Page (Label this "Section 1")

3.2.1.2 Insert Appendix B – Debarment, Performance and Non-Collusion Certification (Label this "Section 1")

3.2.2 Section 2 – Submission Materials

3.2.2.1 Insert Appendix C – Organization Reference Form (Label this "Section 2")

3.2.2.2 Insert Appendix D – Submission Materials – Cost Exhibits

3.2.2.3 Insert Appendix E – Submission Materials – Organization, Qualifications and Experience

3.2.2.4 Insert Appendix G- General and cash Management Communications and Reporting

Appendix A – University of Maine System Response Cover Page

RFQ #2025-063 Collection Services for University of Maine System

Organization Name:	
Chief Executive – Name/Title:	
Telephone:	
Fax:	
Email:	
Headquarters Street Address:	
Headquarters City/State/Zip:	
Lead Point of Contact for Quote – Name/Title:	
Telephone:	
Fax:	
Email:	
Street Address:	
City/State/Zip:	

1. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
2. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
3. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
4. By submitting a response to this Request for Qualifications, or other offer to do business with the University your entity understands and agrees that:
 - a. The Agreement provisions in **Section 1.2.1** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
 - b. The above Agreement provisions in **Section 1.2.1** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
 - 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
 RFQ #2025-063
 Collection Services for University of Maine

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:

- 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 – Organization Reference Form

Respondent's Organization Name: _____

INSTRUCTIONS: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

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

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

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

Appendix D – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFQ # 2025-063
Collection Services for University of Maine System

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.
2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements.
3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. If there are additional options or services that are not included in the offering, they must be identified and itemized as “optional” and include a description of the product or service and the costs of the option. All items identified in the response (including third party items required) will be considered free add-ons to the proposed solution at the prices included in this response unless expressly stated otherwise.
6. Pricing will be guaranteed by the vendor for the term of the Agreement.
7. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.
8. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

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

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

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

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

Respondent’s Name:		Fee Schedule
		Loan Accounts
#	Item Description	
1	First Referrals	
2	Second Referrals	
3	Litigation Accounts	

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

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

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

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

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

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

Respondent's Organization Name: _____

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

Evaluation Question(s)

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

- a. 1st referrals of student loans
 - b. 2nd referrals of student loans
 - c. 1st referrals of student accounts
 - d. 2nd referrals of student accounts
 - e.
7. For loan proposals, provide
- a. Complete copy of Agency's two most recent annual compliance audits, prepared in accordance with 34CFR 668.23 and if applicable, Agency's corrective action plan
 - b. Statement indicating the value of two months of collection for current loans in Agency portfolio
8. Financial Stability
- No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

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

Respondent's Organization Name: _____

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

Evaluation Question(s) – General Requirement Questions

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

Evaluation Question(s) – Cash Management Questions

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

Evaluation Question(s) – Communication and Reporting Questions

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

Provide a labelled copy of all forms and collections notices

**Attachment A – Master Agreement
(For illustrative purposes only- do not submit at this time)**

**UNIVERSITY OF MAINE SYSTEM
MASTER AGREEMENT**

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

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

- Rider A** - Specifications of Work to be Performed
- Rider A-1** – Pricing
- Rider B** – Insurance Requirements
- Rider C** – University of Maine System Standards for Safeguarding Information
- Rider D** – Services Engagement Form
- Rider E** – Implementation Plan and Timeline
- Rider F** – Contractor’s Service Level Agreement to Support the University
- Contract Amendments** as required

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

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

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

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

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

1. **Specifications of Work:** The Contractor agrees to perform the Specifications of Work as described in **Rider A**, hereby incorporated by reference.
agreement for services to support their needs over the term of this Agreement
2. **Term:** This Contract shall commence on _____ and shall terminate on _____, unless terminated earlier as provided in this Contract with option for **<<enter renewals as appropriate>>** upon the parities’ mutual written agreement.

3. **Payment:**

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

F. **“Additional Services”** The University will have the option to purchase additional services under this Agreement.

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

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

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

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

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

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

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

Request for Qualifications – Collection Services

Dated: February 14, 2025

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

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

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

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

15. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.

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

17. **Entire Contract:** This Contract sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject,

Request for Qualifications – Collection Services
Dated: February 14, 2025

whether oral or written, express or implied. This Contract is the entire agreement between the University (including University's employees and other End Users) and Contractor. In the event that Contractor enters into terms of use agreements or other agreements, policies or understandings, whether on Contractor's purchase order, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Contract shall apply. University will not be bound to any other terms and conditions set forth in any documents, agreements or policies posted on Contractor's website unless such terms and conditions are set forth in this Contract. Contractor may not unilaterally change any term or condition of this Contract.

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

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

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

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

22. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, flood, epidemics, strikes, embargoes or unusually severe

Request for Qualifications – Collection Services
Dated: February 14, 2025

weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

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

To the University:

Notice Submission via Email: sourcing@maine.edu

To Contractor:

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

Company Name:

Contact Name:

Address:

Phone Number:

Fax Number:

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

University of Maine System
Accounts Payable
PO BOX 3955
SCRANTON, PA 18505

Phone: [207-581-2695](tel:207-581-2695)

Fax: [207-581-2698](tel:207-581-2698)

Invoice Submission Email: UMAP@maine.edu

Invoice Inquires: UMSCentralAP@maine.edu

25. **Order of Precedence:** In the event of any conflict among the documents in this agreement, the following order of precedence shall apply:

- A. **Terms and conditions of this Agreement**
- B. **Rider A** - Specifications of Work to be Performed
- C. **Rider A-1** – Pricing
- D. **Rider B** – Insurance Requirements
- E. **Rider C** – University of Maine System Standards for Safeguarding Information
- F. **Rider D** – Services Engagement Form
- G. **Rider E** – Implementation Plan and Timeline
- H. **Rider F** – Contractor’s Service Level Agreement to Support the University
- I. **Contract Amendments** as required
- J. **Request for <<insert Bid or Proposal>> #<<insert #>> Issue Date <<insert date>> Titled <<insert title>>**
- K. **Contractor’s Bid in Response to Request for <<insert Bid or Proposal>> #<<insert #>> Proposal Submission Date <<insert date>> Titled <<insert title>>**

Request for Qualifications – Collection Services
Dated: February 14, 2025

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

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

27. **Smoking Policy**

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

Signatures

FOR THE UNIVERSITY OF MAINE SYSTEM:

BY:

(signature)

Name: _____
(print or type)

Title:

Address:

Telephone:

Fax:

Date:

FOR THE CONTRACTOR:

LEGAL NAME:

BY:

(signature)

Name:

(print or type)

Title:

Address:

Telephone:

Fax:

Date:

Tax ID #:

Executive Director of Strategic Procurement and Services approval is required of any University of Maine System agreement of \$50,000 or more, and it is not approved, valid or effective until such written approval is granted.

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

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

SIGNATURES:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RIDER A-1
PRICING

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

RIDER B
INSURANCE REQUIREMENTS

Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
3	Workers Compensation (In Compliance with Maine and Federal Law)	Required for all personnel
4	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more
5	Cyber Liability Insurance (If PII or PHI is stored on systems managed by the provider, the coverage is mandatory.)	\$1,000,000 per occurrence or more
6	Marine General Liability (Any maritime or marine services)	\$1,000,000 per occurrence or more

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

University of Maine System
Risk Manager
Robinson Hall
46 University Drive
Augusta, Maine 04330

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

RIDER C
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

1. Scope: This Rider addresses the Contractor's responsibility for safeguarding Protected University Data. For the purposes of this Rider, Protected University Data is defined as any data or information owned by Institution that the Contractor creates, obtains, accesses (via records, systems, or otherwise), receives (from Institution or on behalf of the Institution), or uses in the course of its performance of the contract which include, but not be limited to: social security numbers; drivers' license numbers; credit card numbers; and all information whose collection, disclosure, protection, and disposition is governed by state or federal law or regulation, particularly information subject to the Family Educational Rights and Privacy Act (FERPA).
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.

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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.