



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

Technical Assistance for Southeast New England
Program Network: Watershed Management, Stormwater
Management and Restoration Efforts

RFQ #2021-031

(RFQ #2020-40 Phase II)

Issued Date: March 15, 2021

Response Deadline Date/Time: April 9, 2021 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – SM Technical Assistance for Southeast New England Program
Network: Watershed Management, Stormwater Management and Restoration Efforts

– RFQ #2021-031

Response Contact Information:

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1.0 INTRODUCTION

1.1 Definitions, Background, Purpose and Specifications

1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

1.1.2 Background

Overview

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

A comprehensive public institution of higher education, UMS serves more than 30,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of six universities: The University of Maine (UMaine), including its regional campus the University of Maine at Machias (UMM); the University of Maine at Augusta (UMA); the University of Maine at Farmington (UMF); the University of Maine at Fort Kent (UMFK), the University of Maine at Presque Isle (UMPI); and the University of Southern Maine (USM). The System also includes the University of Maine School of Law and the University of Maine Graduate and Professional Center.

Campus thumbnails

University of Maine at Augusta

Founded in 1965, the University of Maine at Augusta transforms the lives of students of every age and background across the State of Maine and beyond through access to high-quality distance and on-site education, excellence in student support, civic engagement, and professional and liberal arts programs. UMA is the third largest public university in Maine. A leader in distance education, UMA has a statewide presence with two campuses in Augusta and Bangor, eight UMA Centers from Saco to Houlton, and 32 course receive sites across Maine. Flexible modalities, with classes onsite, online, through video conference, Interactive Television, and at UMA Centers allow its students to take classes, while keeping work and family commitments. While UMA has a traditional-aged cohort, two-thirds of its students are over 25 years old. Over 50% of UMA's students are first generation and 72% are Pell Grant eligible. These students are motivated to make a positive change in their lives by pursuing a college degree. With its multiple locations and long-term expertise in online and distance learning, UMA is generally considered the university of choice for Mainers of all ages who want to attend college without uprooting their lives.

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 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

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 campuswide aimed at conserving energy, recycling and adhering to green building standards in new construction.

University of Maine at Presque Isle

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

University of Southern Maine

Known for its academic excellence and student focus, the University of Southern Maine (USM) is a community-engaged university taking advantage of its three-campus location in the economic and cultural heart of Maine to provide unmatched, authentic, hands-on learning experiences. This gives

our graduates a leg up in launching their careers while at the same time meeting the workplace needs of our region and state.

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

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

University of Maine School of Law

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

University of Maine Graduate and Professional Center

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

1.1.3 Purpose

The New England Environmental Finance Center (“New England EFC”) through the University of Maine System is seeking responses from consultants to be included in a prequalified pool to provide consultation and professional services as defined in this document. The technical and/or consulting services from a prequalified pool of consultants will be available on an as-needed basis to municipalities, tribes, and non-profit organizations in U.S. EPA’s Southeast New England Program (SNEP) area which is in Rhode Island and southeastern Massachusetts (see map below).

These qualified consultants will be used for projects when the [SNEP Network partners](#) do not have adequate internal resources. By establishing a list of pre-qualified service providers, municipalities, non-profit organizations and tribes have the ability to obtain a full range of services from trusted topic experts for projects requiring deep knowledge in specific areas.

NOTE: Consultants/Firms that were deemed qualified during Phase 1 of this RFQ process are invited to apply for additional services outlined in Section 1.14 below and Appendix F.

No contract will be awarded as a result of this RFQ. Bidders will be selected to be included in the list of qualified vendors who may be engaged for services within the scope of the RFQ. Projects for which a vendor will be engaged may range from very short-term consultation or longer-term consultation and provision of services. Each engagement will require agreed upon scope of work, work plan, timeline, assignment of personnel and pricing.

The UMS reserve the right to issue subsequent RFQs for consultation and/or services within the scope of this RFQ and to select and contract with vendors who are not included in the list of qualified vendors, even if the UMS has existing contracts with one or more bidders on the list of qualified vendors.

Consultants are cautioned that this is a request for qualifications. The University reserves the unqualified right to reject any and all applications when such rejects are deemed to be in its best interest.

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

1.1.4 Specifications / Scope of Work

This assistance program is intended to supplement active projects and services, not substitute for them. The assistance is designed to fill a strategic need or gap in a larger project.

The Network's FY20 funding includes \$380,000 for consultant/contractor services for communities and projects. It is anticipated there will be additional annual funding for consultant/contractor services to complement the work of the Network's partner providers in delivering technical assistance and support to communities through FY 2025. Additional funding beyond FY21 will be considered annually based upon federal funding availability.

The evaluation criteria will benefit those providers who:

- Promote holistic and integrated watershed management;
- Have experience working with local governments, tribes, community groups, environmental justice communities, watershed organizations, and/or the agricultural community in the Southeast New England region;
- Are familiar with EPA-approved and promoted modeling, loading, quantification, and other tools;
- Have demonstrated experience in engaging communities and grassroots organizations in the Southeast New England region in the project planning process;
- Have a degree of flexibility in how and where services are delivered, and that they have the ability to tailor content and delivery methods to meet the specific needs of Network grantees; and
- Demonstrate their expertise in giving guidance and their ability to assist localities in not only implementing a project but also giving them the ability to perform a similar task or project independently in the future.

UMS is seeking individuals and firms qualified to provide consultation services in any of the following areas. Responses to this RFQ should identify the services the vendor would like to be considered a provider for.

1. Engineering, hydraulic, and other technical analyses including fluvial geomorphological assessments and hydraulic stream channel modeling. Data synthesis for predicting flow and water quality metrics using satellite, landscape and meteorological models and data.
2. Watershed hydrologic modeling suitable for watershed-wide accounting of runoff volume and pollutant load reductions (e.g., Opti-Tool) associated with site design and stormwater best management practices
3. Field assessments include geomorphological, biological, soil, topographic, property wetland and other land surveys, and water quality sampling and flow measurements.
4. Development of Sampling and Analysis Plans and Quality Assurance Quality Project Plans (QAPP) for environmental monitoring.
5. Site design/landscape architectural and related services to promote environmental sensitive design (ESD) approaches to development, minimize hydraulic connection of impervious cover to surface waters, support planning and design of low impact development (LID) and green infrastructure (GI) stormwater best management practices, promote nature based solutions to mitigate impacts from built environments, and restore buffer areas adjacent to waterways and wetlands.
6. Forestry management services including conservation, scoping and planning for the management of vegetation, restoration of ecosystems, reduction of hazards, and maintenance of forest health.
7. Expertise in BMP site selection to maximize practice effectiveness in capturing or mitigating pollutants of concern; i.e., familiarity with approaches that consider broader landscape, watershed, and hydrological features in the process of selecting appropriate locations for installation
8. Services to support nature-based approaches for restoration of natural hydrologic and physical processes that address flooding problems, reduced stream base flow and restore/support critical habitat and ecosystem functions including invasive species removal strategies
9. Mapping and analysis using Geographic Information System data for assessing catchment areas and/or drainage basins; pollutant loading, tracking and accounting (with and without stormwater treatment); creation of GIS data layers; and environmental and social justice indicators
10. Drafting of local ordinance/bylaws updates to incorporate low impact development, conservation development, and/or innovative use of best management practices for stormwater and sustainable water management, consistent with the models and best practices identified by the Network. Providing related training and technical assistance to municipal staff and local officials to support adoption of ordinance/bylaw updates.
11. Stormwater retrofit guidance for municipalities and tribes that emphasize a wide range of intervention opportunities through use of small-scale dispersed GI to larger scale neighborhood controls (e.g., dispersed and regional GI practices such as infiltration practices, permeable pavements, and bioretention)

12. Legal services specifically relating to title search on properties proposed for construction of best management practices and/or implementation of nature based approaches; and bylaw and ordinance updates
13. Services to communities to access tips and tools for writing successful grant proposals that may include: overview of available funding sources, grant writing skills training, and grant administration techniques.
14. Diversity, Equity, and Inclusion training to address and enhance organizational leadership skills necessary to develop successful network practices, with a preference for organizations that have local expertise in equity issues
15. Public and workgroup meeting facilitation services with experience in, but not limited to, engaging diverse audiences and cultures, adaptive engagement strategies, and virtual engagement strategies.
16. Translation services to facilitate communication with non-English speaking populations who may be stakeholders or otherwise affected by a project supported by the SNEP Network.
17. Graphic Design and marketing services to assist with things such as the creation and design of outreach and project related materials, development of outreach plans and timelines, and public relations.
18. Curriculum development, training development and design, and Bylaw Curriculum Development services.

1.2 General Information

1.2.1 Contract Administration and Conditions

- 1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Contract for Services/Personal Service Contract, which is attached to this response as **Appendix C**. Contract initial term and renewal periods are reflected in Section 2 of Appendix C, Contract for Services/Personal service Contract, 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 Services (attached to this document), the RFQ, 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 Services
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFQ
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 Qualification, 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.

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 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.

1.2.8 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.

1.2.9 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary, to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.3.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

| Reference Section | Event Name | Event Due Date |
|-------------------|--|----------------|
| Section 1.2.2 | Deadline for Written Inquiries/Questions | March 24, 2021 |
| Section 1.2.2 | Response to Written Inquiries/Questions | March 29, 2021 |
| Section 1.2.2 | Deadline for Proposal Submission | April 8, 2021 |
| Section 2.2 | Qualification Announcement (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 an agreement that the University will be notified of any change in this status.

1.3.4 Response Understanding

By submitting a response, the Respondent agrees and assures that the specifications are adequate, and the Respondent accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.3.5 Response Validity

Unless specified otherwise, all responses shall be valid for ninety (90) days from the due date of the response.

1.3.6 Non-Response Submission

The University will not consider non-responsive submissions, i.e., those with material deficiencies, omissions, errors or inconsistencies or that otherwise do not follow instructions. The University in its sole discretion will determine what is Non-Responsive.

1.3.7 Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

1.3.8 Response Submission

A **SIGNED** virus-free electronic copy must be submitted as follows:

- The response must be received electronically to the E-Mail shown in the **Response Submission Information** section of the cover page of this document.
- Electronic submission must be received by the required **Response Deadline Date/Time** reflected on the cover page of this document.
- Response submissions that exceed 20 MB will be submitted with multiple emails modifying email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1

The evaluation will be based on a consensus approach and will measure the degree to which each response meets the following criteria for qualification:

| Evaluation Appendices | Category | |
|-----------------------|---|-----|
| Appendix C | Contract for Services (Acceptance of all T&Cs) | 5 |
| Appendix D & E | Organization, Qualifications, Experience and References | 75 |
| Appendix F | Distinctive Competence in Specific Services | 20 |
| | Total | 100 |
| | | |

2.1.2 Scoring Section Descriptions

2.1.2.1 Contract for Services (Appendix C)

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

Responses will be evaluated using the following guidelines:

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

2.1.2.2 Organization, Qualifications, Experience and References (Appendix E)

The University, in its sole discretion, will use a consensus approach to determine Qualified Proposals. Reference checks may be performed on the top Respondent(s) only as determined by University consensus.

2.1.2.3 Distinctive Competence in Specific Services (Appendix F)

The University, in its sole discretion, will use a consensus approach to determine Qualified Proposals. Reference checks may be performed on the top Respondent(s) only as determined by University consensus.

2.2 Qualifications 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. No cost proposals are to be submitted with the qualifications. Cost information will be requested only if a consultant is being considered for a contract. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the lowest cost response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that only one Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

2.3 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 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

http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d

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 of 8-1/2" x 11" and of PDF file type. Submissions requiring additional supporting information, such as, foldouts containing charts, spreadsheets, and oversize exhibits are permissible and must be submitted as Appendices, clearly numbered and referencing the Section in which they provide supporting information.

For clarity, the Respondent's name should appear on every document page, including Appendices. Each Appendix must reference the section or subsection number to which it corresponds.

3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

3.1.4 Additional Attachments Prohibited

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

3.2 Response Format Instructions

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

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

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

3.2.1 Section 1 - Response Cover Page

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

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

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

3.2.2 Section 2- Contract for Services

- 3.2.2.1 Label this response - Section 2– Contract
- 3.2.2.2 Insert Appendix C – Contract for Services

3.2.3 Section 3- Response to Questions

- 3.2.3.1 Label this response - Section 3 – Response to Evaluation Questions & Related Information
- 3.2.3.2 Insert Appendix D – Organization Reference Form
- 3.2.3.3 Insert Appendix E– Evaluation Question(s) - Organization, Qualifications and Experience
- 3.2.3.4 Insert Appendix F– Services

Appendix A – University of Maine System Response Cover Page

RFQ # 2021-031 (RFQ #2020-040 Phase II)

Technical Assistance for Southeast New England Program Network: Watershed Management, Stormwater Management and Restoration Efforts

| | |
|--|--|
| 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 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
RFQ # 2021-031

Technical Assistance for Southeast New England Program Network: Watershed Management, Stormwater Management and Restoration Efforts

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- Contract for Special Services

(Provided for illustrative purposes - to be executed during contracting phase)

UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SPECIAL SERVICES

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

WHEREAS, the work and services hereinafter described to be performed by the Subcontractor are directly related to the work and services to be furnished by the University under the project **(INPUT PROJECT NAME HERE) «ProjectCode»**, funded by a contract (or a grant) with **«ConFedAgency»** hereinafter referred to as the "Sponsor".

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;

THEREFORE, for and in consideration of the payments, terms and conditions hereinafter set forth, the Subcontractor hereby agrees with the University to furnish all key personnel, facilities, materials and services and in consultation with the University, to perform the services, studies or projects hereinafter described in ATTACHMENT A: KEY PERSONNEL, BUDGET SUMMARY, SPECIFICATIONS OF WORK TO BE PERFORMED and SPECIAL TERMS AND CONDITIONS - which is hereby incorporated into this Subcontract for Special Services by reference

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 **«ConStartDate»** and shall terminate on **«ConEndDate»**, unless terminated earlier as provided in this Subcontract.
3. **Payment :**
 - A. The total of **all** payments made against this Subcontract shall not exceed **«ConTotal»**. Any expenses not listed here will not be reimbursed.
 - B. The University shall compensate the Subcontractor at the rate of **«ConRate»** per **«ConUnitTime»** (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 **«ConTotalTravelExp»** Copies of receipts or itemized bills for expenses must be submitted for reimbursement.
- D. Other expenses (postage, printing, phone, etc.) shall not exceed **«ConTotalOtherExp»**. 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.
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 Subcontractor for all services performed to the effective date of termination subject to offset of sums owed by the Subcontractor to 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. **Modification:** This Subcontract may be modified or amended only in a writing signed by both parties.
8. **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.
9. **Applicable Law:** This Subcontract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration:** «USMPD», **Project Director**, 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
11. **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.
12. **Indemnification:** The Subcontractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Subcontract. Subcontractor 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 Subcontractor, its agents, employees or subcontractors, in performing its obligations under this Subcontract, 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 Subcontract or based on any libelous or other unlawful matter contained in such data.
13. **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.
14. **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.

15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Subcontract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
16. **Entire Contract:** 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.
17. **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.
18. **Record Keeping, Audit and Inspection of Records:** AUDIT AND ACCESS TO RECORDS. Subrecipient certifies by signing this Subaward Agreement that it complies with the OMB Uniform Guidance (2.CFR.200), will provide notice of the completion of required audits and any adverse findings which impact this subaward as required. The Subcontractor shall maintain appropriate accounting records sufficient to properly document costs claimed and incurred in the performance of this Subcontract and shall make such records available during regular business hours at the Subcontractor's normal place of business, upon request, to the University's or Sponsors' authorized agent for audit purposes. Said records shall be retained and kept available by the Subcontractor for a period of not less than three (3) years and the current year or until audit and resolution of any exceptions resulting therefrom, whichever occurs last from the expiration or termination of this Agreement.
19. **Publicity, Publication, Reproduction and use of Subcontract'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 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.
20. **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.
21. **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.
22. **Accessibility:** If the solution, services or deliverables include any Information or Communication Technology (ICT) containing a human-interface, such as an end-user software component, web pages or site, video or audio playback, file upload system, mobile device components, control panel, reports, documents, keypad, etc., the Contractor hereby

IF EQUAL TO OR GREATER THAN \$50,000

Authorized Signature

Date

W. R. Gabrielson, Chief Procurement Officer

UMS Office of Strategic Procurement

University of Maine System

UMS06-«DepartmentCode»-«FundCode»-«AccountCode1»-«ClassCode»-«ProjectCode» Amount: «ConTotal»

Please note this Subcontract is not valid or legally binding until a University purchase order has been issued for the effective dates and the total amount of this Subcontract. The vendor should not start work associated with this Subcontract until the University purchase order has been received.

ATTACHMENT A FOLLOWS

(Provided for illustrative purposes - to be executed during contracting phase)

ATTACHMENT A

SUBCONTRACT FOR SPECIAL SERVICES BETWEEN
THE UNIVERSITY OF MAINE SYSTEM AND «VenOrgName»

I. KEY PERSONNEL:

The Subcontractor's designated key person(s) for the duration of the performance of this Subcontract is «VenFirstName» «VenLastName»

Key personnel under this Subcontract are designated at all times for worker's compensation and every other purpose to be employees of the Subcontractor and not of the University. Changes in key personnel shall require the University's prior written approval. Such changes may cause the University to deem it necessary to order changes in the specifications of work to be performed, make adjustments to the budget, extend or terminate the Subcontract.

II. SPECIFICATIONS OF WORK TO BE PERFORMED

«Content»

EXPECTED OUTCOMES:

«ExpectedOutcomes»

III. WORK PLAN: The Work Plan will cover the period «ConStartDate» through «ConEndDate».

IV. BUDGET SUMMARY AND PAYMENTS:

The University shall compensate the Subcontractor for costs, not to exceed «ConTotal», incurred in the delivery of services as described in Section II, Specifications of Work to be Performed. Total Subcontract amount not to exceed «ConTotal».

Detail the budget by line items categories (example below) to be reported on OR insert a budget if available.

§ Services: «ConTotalConsultRate»

§ Travel: «ConTotalTravelExp»

§ Supplies/Other/Miscellaneous: «ConTotalOtherExp»

Total budget: «ConTotal»

As this project is funded, in whole or part, with Federal or Grant Funds, via the «ConFedAgency», CFDA Number «ConCFDANumber» under «ConAgreementName», Grant Number «ConAgreementNumber», 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.

Payment Terms:

- Itemized invoices shall be submitted no more frequently than monthly, and no less frequently than quarterly.
- Payments will be made within thirty (30) days of receipt of an approved itemized invoice.
- Final invoices must be submitted no later than thirty (30) days following expiration of Period of Performance.
- Invoices need to be made out to University of Southern Maine and include invoice number and date.
- Submit invoices to: mrtq.invoices@maine.edu or muskiesubcontracts@maine.edu

SPECIFIC UNIVERSITY ADMINISTRATOR FOR THIS PROJECT:

_____ DATE: _____

«

END of ATTACHMENT A

UNIVERSITY OF MAINE SYSTEM
CONTRACT FOR SERVICES
INSURANCE REQUIREMENTS
ATTACHMENT B

Contractor's Liability Insurance: During the term of this agreement, the Subcontractor 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, | \$1,000,000 per occurrence or more |

| | | |
|---|---|-------------|
| | Engineers, or Medical Services) | |
| 5 | Marine General Liability (Any maritime or marine services) | \$1,000,000 |

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

RIDER C
UNIVERSITY OF MAINE SYSTEM
STANDARDS FOR SAFEGUARDING INFORMATION

This Attachment addresses the Contractor's responsibility for safeguarding Compliant Data and Business Sensitive Information consistent with the University of Maine System's Information Security Policy and Standards. (infosecurity.maine.edu)

Compliant Data is defined as data that the University needs to protect in accordance with statute, contract, law or agreement. Examples include Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act (GLBA), Maine Notice of Risk to Personal Data Act, and the Payment Card Industry Data Security Standards (PCI-DSS).

Business Sensitive Information is defined as data which is not subject to statutory or contractual obligations but where the compromise or exposure of the information could result in damage or loss to the University.

1. Standards for Safeguarding Information: The Contractor agrees to implement reasonable and appropriate security measures to protect all systems that transmit, store or process Compliant Data and Business Sensitive Information or personally identifiable information from Compliant Data and Business Sensitive Information furnished by the University, or collected by the Contractor on behalf of the University, against loss of data, unauthorized use or disclosure, and take measures to adequately protect against unauthorized access and malware in the course of this engagement.
 - A. Compliant Data and Business Sensitive Information may include, but is not limited to names, addresses, phone numbers, financial information, bank account and credit card numbers, other employee and student personal information (including their academic record, etc.), Driver's License and Social Security numbers, in both paper and electronic format.
 - B. If information pertaining to student educational records is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with FERPA.
 - C. 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.
 - D. 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 guidelines.
 - E. If information pertaining to protected "Customer Financial Information" is accessed, transferred, stored or processed by Contractor; Contractor shall protect such data in accordance with GLBA.
2. 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.
3. Return or Destruction of Compliant or Business Sensitive Information:
 - A. Except as provided in Section 3(B), upon termination, cancellation, or expiration of the Agreement, for any reason, Contractor shall cease and desist all uses and disclosures of Compliant Data or Business Sensitive Information and shall immediately return or destroy (if the University gives written permission to destroy) in a reasonable manner all such information received from the University, or created or received by Contractor on behalf of the University, provided, however, that Contractor shall reasonably cooperate with the University to ensure that no original information records are destroyed. 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. Except as provided in Section 3(B), Contractor shall return (or destroy) information within 30 days after termination, cancellation, or expiration of this Agreement.
 - 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.

- C. Contractor shall wipe or securely delete Compliant Data or Business Sensitive Information and personally identifiable information furnished by the University from storage media when no longer needed. Measures taken shall be commensurate with the standard for "clearing" as specified in the National Institute of Standards and Technology (NIST) Special Publication SP800-88: Guidelines for Media Sanitization, prior to disposal or reuse.
4. Term and Termination:
A. This Attachment shall take effect upon execution and shall be in effect commensurate with the term of the Agreement
5. Subcontractors and Agents: If Contractor provides any Compliant Data or Business Sensitive Information 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.
6. Contractor shall control access to University data: 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 University data immediately upon termination or re-assignment of an employee by the Contractor.
7. Unless otherwise stated in the agreement, all Compliant Data or Business Sensitive Information is the property of the University and shall be turned over to the University upon request.
8. Contractor shall not amend or replace University-owned hardware, software or data without prior authorization of the University.
9. If mobile devices are used in the performance of this Agreement to access University Compliant Data or Business Sensitive Information, Contractor shall install and activate authentication and encryption capabilities on each mobile device in use.
10. Reporting of Unauthorized Disclosures or Misuse of Information: Contractor shall report to the University any use or disclosure of Compliant Data or Business Sensitive Information 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 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 University Compliant Data or Business Sensitive Information. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a security breach or use or disclosure of Compliant Data or Business Sensitive Information 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:
- Inspect the data that has not been safeguarded and thus has resulted in the material breach, and/or
 - Require Contractor to submit a plan of monitoring and reporting, as the University may determine necessary to maintain compliance with this Agreement; and/or Terminate the Agreement immediately.
11. Survival: The respective rights and obligations of Contractor under Section 12 of the Agreement or Section 3 of this Attachment shall survive the termination of this Agreement.
12. Contractor Hosted Data: If Contractor hosts University Compliant Data or Business Sensitive Data, in or on Contractor facilities, the following clauses apply.
- A. Contractor computers that host University Compliant Data or Business Sensitive Information 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 incremental back-ups at least daily and full back-ups at least weekly. Incremental and full back-ups shall be retained for 15 days and 45 days respectively. 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. The installation or modification of software on systems containing University Compliant Data or Business Sensitive Information shall be subject to formal change management procedures and segregation of duties requirements.
 - G. Contractor who hosts University Compliant Data or Business Sensitive Information 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.
 - H. Contractor shall require strong passwords for any user accessing personally identifiable information or data covered under law, regulation, or standard such as HIPAA, FERPA, or PCI. 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.
13. If the Contractor provides system development, Compliant Data or Business Sensitive Information 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 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 D – 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 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.

Organizational, Qualifications and Experience - Evaluation Question(s)

Selection Criteria

1. Knowledge and track record: Service providers must demonstrate expertise and experience in the assistance needs described in the RFQ. Providers may specialize in one or two assistance areas, or may provide a broad range of restoration and conservation assistance. Preference will be given to providers who have experience working with local governments, tribes, community groups, watershed organizations, and/or the agricultural community in the Southeast New England region.

2. Project Management: Through this network, technical assistance will be provided on an as-needed basis. Providers must demonstrate that they have a degree of flexibility in how and where services are delivered, and that they have the ability to tailor content and delivery methods to meet the specific needs of Network grantees. Service providers must also demonstrate their expertise in giving guidance and their ability to assist localities in not only implementing a project but also giving them the ability to perform a similar task or project independently in the future.

3. Key Staff Qualifications: Service providers must demonstrate the expertise and qualifications of the key staff to deliver identified services.

4. Past Experiences: Service providers must demonstrate successful experience in providing technical assistance to local governments, community groups, tribes, or environmental justice communities.

Organizational, Qualifications and Experience - Evaluation Question(s)

1. **Contact information.** Please provide a Primary Contact Person, with phone number and email.
2. **Organizational mission and profile.** Please describe your organization's mission, expertise and experience. Please include: number of staff; how long you have been in business; your annual budget; and, the number of projects and clients your organization is involved with in a given year. If you have an annual report, you are encouraged to include it as an attachment.
3. **Type of assistance.** Please list the type(s) of technical assistance your organization provides. Include: target audience and preferred methods of assistance (workshops, hands-on, etc.), in addition to your area of technical expertise.
4. **Key staff.** Please provide brief biographies of key staff. You may attach résumés of key staff as appropriate.
5. **Past experience.** Please detail your experience in providing technical assistance to local governments, community groups, tribes or environmental justice communities. List recent (last two to five years) accomplishments, events and previous services related to the technical expertise you will be offering.
6. **Method of evaluation.** Describe how you currently evaluate the effectiveness of the services you provide and how you will evaluate the effectiveness of the services you provide through this program.

Financial Stability

7. 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.
8. **Provide a statement that notes your acceptance to the conditions stated in Section 1.2 and Appendix A of the RFQ regarding the University of Maine System, Contract for Services, or note your non-acceptance to the stated conditions. For full acceptance please include a statement here to the effect as part of your response. For partial acceptance please provide the clause number and name for the exceptions and note your understanding that finalists will be required to provide marked up language acceptance as part of your response for full evaluation of this requirement, lack of providing the required response will result in a zero (0) score for the Contract for Services evaluation criteria in Section 2.1.1.**

Appendix F Services

INSTRUCTIONS: Respondents shall indicate which services they provide in response to this RFQ. Respondents are encouraged to provide any additional services not listed here in the “Other related” category.

Check applicable services:

| Check | Services |
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| | Engineering, hydraulic, and other technical analyses including fluvial geomorphological assessments and hydraulic stream channel modeling. <i>Data synthesis for predicting flow and water quality metrics using satellite, landscape and meteorological models and data.</i> |
| | Watershed hydrologic modeling suitable for watershed-wide accounting of runoff volume and pollutant load reductions (e.g., Opti-Tool) associated with site design and stormwater best management practices |
| | Field assessments include geomorphological, biological, soil, topographic, property wetland and other land surveys, and water quality sampling and flow measurements. |
| | Development of Sampling and Analysis Plans and Quality Assurance Quality Project Plans (QAPP) for environmental monitoring. |
| | Site design/landscape architectural and related services to promote environmental sensitive design (ESD) approaches to development, minimize hydraulic connection of impervious cover to surface waters, support planning and design of low impact development (LID) and green infrastructure (GI) stormwater best management practices, <i>promote nature based solutions to mitigate impacts from built environments, and restore buffer areas adjacent to waterways and wetlands.</i> |
| | <i>Forestry management services including conservation, scoping and planning for the management of vegetation, restoration of ecosystems, reduction of hazards, and maintenance of forest health.</i> |
| | Expertise in BMP site selection to maximize practice effectiveness in capturing or mitigating pollutants of concern; i.e., familiarity with approaches that consider broader landscape, watershed, and hydrological features in the process of selecting appropriate locations for installation |
| | Services to support nature-based approaches for restoration of natural hydrologic and physical processes that address flooding problems, reduced stream base flow and restore/support critical habitat and ecosystem functions <i>including invasive species removal strategies</i> |
| | Mapping and analysis using Geographic Information System data for assessing catchment areas and/or drainage basins; pollutant loading, tracking and accounting (with and without stormwater treatment); creation of GIS data layers; <i>and environmental and social justice indicators</i> |
| | Drafting of local ordinance/bylaws updates to incorporate low impact development, conservation development, and/or innovative use of best management practices for stormwater and sustainable water management, consistent with the models and best practices identified by the Network. Providing related training and technical assistance to municipal staff and local officials to support adoption of ordinance/bylaw updates. |
| | Stormwater retrofit guidance for municipalities and tribes that emphasize a wide range of intervention opportunities through use of small-scale dispersed GI to larger scale neighborhood controls (e.g., dispersed and regional GI practices such as infiltration practices, |

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| | permeable pavements, and bioretention) |
| | Legal services specifically relating to title search on properties proposed for construction of best management practices and/or implementation of nature based approaches; <i>and bylaw and ordinance updates</i> |
| | Services to communities to access tips and tools for writing successful grant proposals that may include: overview of available funding sources, grant writing skills training, and grant administration techniques. |
| | <i>Diversity, Equity, and Inclusion training to address and enhance organizational leadership skills necessary to develop successful network practices, with a preference for organizations that have local expertise in equity issues</i> |
| | <i>Public and workgroup meeting facilitation services with experience in, but not limited to, engaging diverse audiences and cultures, adaptive engagement strategies, and virtual engagement strategies.</i> |
| | <i>Translation services to facilitate communication with non-English speaking populations who may be stakeholders or otherwise affected by a project supported by the SNEP Network.</i> |
| | <i>Graphic Design and marketing services to assist with things such as the creation and design of outreach and project related materials, development of outreach plans and timelines, and public relations.</i> |
| | <i>Curriculum development, training development and design, and Bylaw Curriculum Development services.</i> |
| | <i>Other Services:</i> |
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