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

Data Transport Services for Networkmaine

RFP #2027-029

Issued Date: October 23, 2026

Response Deadline Date/Time: December 18, 2026 11:59 p.m. EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu

Email Subject Line:

DATA TRANSPORT SERVICES FOR NETWORKMAINE - RFP # 2027-029

Response Contact Information:

Strategic Sourcing Manager (SSM): Destiny Long
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1.0 INTRODUCTION

1.1 Definitions, 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 Purpose

The University of Maine System, acting on behalf of Networkmaine, is seeking proposals for the provision of data transport services to provide in-state transport services to approximately 900 K-20 schools, libraries, state and local governments, and research institutions that participate in Maine's research and education network, MaineREN. **The resulting contract will be for an initial four (4) year term for Exhibit I sites and an initial three (3) year term for Exhibit II sites. Contracts will have four (4) optional one year renewals.**

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).

Respondents should review **1.1.3 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

1.1.3 Specifications / Scope of Work

Networkmaine is a business unit of the University of Maine System ("University"). Networkmaine's intention is to provide a fiber-optic based network solution to K-20 schools, libraries, state and local governments, research, and other not-for-profit entities. The state-wide network will provide a cost-effective solution to address advanced network services, high speed interconnectivity between network participants, and connectivity to the commodity Internet, MaineREN, and the national research and education network, Internet2.

The scope of this project is to select data transport services for any and all K-20 schools, libraries, state and local governments, research, and other not-for-profit entities in Maine. The list of potential recipients of service may expand beyond the original members at the University's discretion.

Services for each site will begin on either July 1, 2027 or July 1, 2028, dependent on its contracted end date for existing transport services:

1) **Exhibit I of Appendix C** - sites with services to begin **July 1, 2027**
2) **Exhibit II of Appendix C** - sites with services to begin **July 1, 2028**

Respondents may submit bids for Exhibit I only, Exhibit II only, or both Exhibit I and Exhibit II.

The Respondents are being asked to provide two differing types of service;

1) Carrier Ethernet service to connect schools, libraries, and other entities to each other and to one or more University Points of Presence. (Dual connections to University PoPs in Orono and Portland are preferred.)
2) Dark Fiber service to connect schools, libraries, and other entities to a University Point of Presence.

Respondent(s) may propose any data transport medium capable of carrying the bandwidth required for access to University regional points of presence, but fiber optics are preferred to allow for easy and rapid increases in contracted bandwidth. **Note:** ISP services are not required.

On a per site basis, Respondents may bid for either Carrier Ethernet and Dark Fiber or offer bids for both services.

The Respondent(s) must accommodate the diversity of existing hardware and software in schools and libraries. The Respondents are not responsible for local hardware needs beyond the demarcation point other than providing an Ethernet handoff via short haul (SX/SR), long haul (LX/LR) optical, or copper-based (T/TX) Ethernet in the case of lit services. The site local handoff type must be coordinated with the University prior to installation. The Respondent(s) must coordinate its transport offerings with the University to provide end-to-end service.

Respondent(s) may join with other service providers, where applicable, to supply necessary services; however the University does require a single point of contact for all RFP items. In the event that a group of Respondents submits a single response, all participating Respondents must be identified in the response and a "Primary Respondent" must be assigned. This 'Primary Respondent' will be responsible for all proposed items and shall coordinate all contractual and invoicing issues. Respondents must disclose any subcontracted services included as part of their response.

The University is not required to select a single provider that can meet the needs of all members; therefore, Respondents are encouraged to submit proposals for locations they can service even if they cannot provide statewide service.

1.2 General Information

1.2.1 Contract Administration and Conditions

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

The Agreement entered into by the parties shall consist of the University of Maine System Master Agreement (attached to this

document), the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

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

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

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

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

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

a. The above Agreement provisions **(Section 1.2.1.2)** will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and conditions 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 of 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-procurement/upcoming-bids**

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 a 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 $125,000 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.

Vice Chancellor for Finance and Strategic AI Integration; Treasurer approval is required of any University of Maine System agreement of $125,000 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 $125,000 or more, and it is not approved, valid or effective until such written approval is granted."

1.2.6 Multi-Institutional

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

1.2.7 Pricing

All prices provided will be guaranteed for the term of the agreement.

The University and the Contractor will work in partnership to ensure the services provided under this contract will be continuously refreshed as technologies evolve and user needs grow. The University, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing network enhancements that comply with FCC and E-Rate rules and policies. This technology refreshment clause will be a required condition of the contract.

The University and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in upgrading

the services provided by the Contractor to include new pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in the reduction of rates identified in the services offered by the Contractor. These reviews will commence at the request of the University.

1.2.8 Cost Response Form Quantities

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

1.2.9 Employees

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

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

1.2.11 Specification Protest Process and Remedies:

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

consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no later 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	November 9, 2026
Section 1.2.2	Response to Written Inquiries/Questions	November 18, 2026
Section 1.2.2	Deadline for Proposal Submission	December 18, 2026
Section 1.3.7	Structured Evaluation Interviews with Respondents **(subject to change)**	January 18 – January 22, 2027
Section 2.2	Award Announcement **(subject to change)**	February 1, 2027
	Estimated Contract Execution Date	February 19, 2027
	Service Start Date	July 1, 2027 and/or July 1, 2028

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' Interviews

Structured evaluation interviews 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 interviews 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 the email subject line shown in the **Response Submission Information** section of the cover page of this document to include: Submission 1 of X ('X' representing the number of files being submitted).

2.0 EVALUATION AND AWARD PROCESS

2.1 Evaluation Criteria

2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	30
Appendix D & E	Master Agreement	10
Appendix F & G	Organization, Qualifications, Experience and References	10
Appendix H	Location Provisions	15
Appendix I	Implementation, Support and Federal Universal Service Fund E-Rate Program Participation & Compliance	15
Appendix J	Information Technology	20
Appendix K	Information Technology Security	Pass/Fail
	Total Points	**100**

2.1.2 Scoring Section Descriptions

2.1.2.1 Cost Evaluation (Appendix C)

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x **Points** = pro-rated score

The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value pricing with the submission of their response. Respondents will NOT be given another opportunity to modify pricing once submitted.

2.1.2.2 Master Agreement (Appendix D & E)

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

2.1.2.3 Organization, Qualifications, Experience and References (Appendix F&G)

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

2.1.2.4 Location Provisions (Appendix H)

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

2.1.2.5 Implementation, Support and Federal Universal Service Fund E-Rate Program Participation & Compliance (Appendix I)

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

2.1.2.6 Information Technology (Appendix J)

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

2.1.2.7 Information Technology Security (Appendix K)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision. To pass, a Respondent must answer all Appendix K questions and agree to the Security and Use of AI terms in Appendix D. A response that does not pass may be disqualified.

2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to

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

2.3 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFP. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFP, at its sole discretion.

2.4 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 RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

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

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

3.1.2 Respondents Responsibility

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

3.1.3 Brief Response

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

3.1.4 Additional Attachments Prohibited

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

3.2 Response Format Instructions

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

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

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

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 - Cost Response

3.2.2.1 Label this response - Section 2 – Cost Evaluation

3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

3.2.3 Section 3 - Master Agreement

3.2.3.1 Label this response - Section 3 – Master Agreement

3.2.3.2 Insert Appendix D – Master Agreement

3.2.3.3 Insert Appendix E – Master Agreement

3.2.4 Section 4 - Response to Questions

3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information

3.2.4.2 Insert Appendix F – Organization Reference Form

3.2.4.3 Insert Appendix G – Evaluation Question(s) - Organization, Qualifications and Experience

3.2.4.4 Insert Appendix H – Evaluation Question(s) – Location Provisions

3.2.4.5 Insert Appendix I – Evaluation Question(s) – Implementation, Support and Federal Universal Service Fund E-Rate Program Participation & Compliance

3.2.4.6 Insert Appendix J – Evaluation Question(s) – Information Technology

3.2.4.7 Insert Appendix K – Evaluation Question(s) – Information Technology Security

Appendix A – University of Maine System Response Cover Page

RFP # 2027-029
Data Transport Services for Networkmaine

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

1. This pricing structure contained herein will remain firm for a period of 90 days from the date and time of the quote deadline date.
2. No personnel currently employed by the University or any other University agency participated, either directly or indirectly, in any activities relating to the preparation of the Respondent's response.
3. No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a response.
4. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
5. By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:
    a. The Agreement provisions in **Section 1.2.1.2** of this document will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
    b. The above Agreement provisions in **Section 1.2.1.2** of this document will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
    c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.
    d. Your entity will identify at the time of submission which, if any, portion of your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

To the best of my knowledge all information provided in the enclosed response, both programmatic and financial, is complete and accurate at the time of submission.

Date: _____

_____ _____

Name and Title (Printed) Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION CERTIFICATION
RFP # 2027-029
Data Transport Services for Networkmaine

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

a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.
b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:
    i. Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.
    ii. Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
    iv. Have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.
c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

Date: _____

_____ _____
Name and Title (Printed) Authorized Signature

Appendix C – Required Cost Evaluation Exhibits

University of Maine System
COST EVALUATION

RFP # 2027-029
Data Transport Services for Networkmaine

GENERAL INSTRUCTIONS:

1. The Respondent must submit a cost response that covers the entire period of the Agreement, including any optional renewal periods.

2. The cost response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This "cost" will encompass the entire solution pricing along with all products and services offered as part of the solution.

3. Failure to provide the requested information and to follow the required cost response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University. You can add rows and columns required to insert additional information. If a particular cost table is not required as part of your response simply leave it blank.

4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only costs to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.

5. 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 entire term of the Agreement.

   The University and the Contractor will work in partnership to ensure the services provided under this contract will be continuously refreshed as technologies evolve and user needs grow. The University, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing network enhancements that comply with FCC and E-Rate rules and policies. This technology refreshment clause will be a required condition of the contract.

   The University and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in upgrading the services provided by the Contractor to include new pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in reduction of rates identified in the services offered by the Contractor. These reviews will commence at the request of the University.

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 **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.

9. Respondents should propose costs for circuits on a monthly basis ***inclusive*** of all associated state, federal, and/or Respondent imposed taxes surcharges, and fees. Respondents should list any applicable one-time non-recurring charges separately.

10. Any equipment included in these charges shall remain the property of the provider.

11. If one-time non-recurring costs are not specified or are specified as zero dollars, the provider will be responsible for construction up to the demarcation point where the circuit will terminate at no cost to the University.

INSTRUCTIONS FOR Exhibit I (Table 1) – Carrier Ethernet Service beginning July 1, 2027

The University needs to understand the associated costs for your proposed solution or service for Carrier Ethernet circuits.

Proposed Circuit Size – Provide the proposed circuit size for your solution. Please note the University's specifications for the Preferred Minimum Circuit Size.

NRC - Provide any non-recurring costs associated with your proposed solution.

MRC - Provide the monthly recurring cost associated with your proposed solution.

Exhibit I (Table 1) – Respondents will use this attachment, specifically Table 1 to record all costs associated with this section. For a copy of the excel version of Exhibit I contact UMSResponses@maine.edu.

INSTRUCTIONS FOR Exhibit I (Table 2) – Dark Fiber Service beginning July 1, 2027

The University needs to understand the associated costs for your proposed solution or service for Dark Fiber Services. Please note the University's specifications for the number of dark fiber strands for each location.

Proposed University PoP – Provide the proposed University PoP associated with your proposed solution.

Fiber Distance in Kilometers - Provide fiber distance in **Kilometers** associated with your proposed solution.

NRC - Provide any non-recurring costs associated with your proposed solution.

MRC - Provide monthly recurring costs associated with your proposed solution.

Exhibit I (Table 2) – Respondents will use this attachment, specifically Table 2 to record all costs associated with this section. For a copy of the excel version of Exhibit I contact UMSResponses@maine.edu.

INSTRUCTIONS FOR Exhibit I (Table 3) – Carrier Ethernet Bandwidth Pricing

The University needs to understand the associated costs for Carrier Ethernet Bandwidth Pricing.

Respondents should feel free to propose bandwidth levels in addition to the ones listed in Exhibit I.

Exhibit I (Table 3) –Respondents will use this attachment, specifically Table 3 to record all costs associated with this section. For a copy of the excel version of Exhibit I contact UMSResponses@maine.edu.

INSTRUCTIONS FOR Exhibit II (Table 4) – Carrier Ethernet Service beginning July 1, 2028

The University needs to understand the associated costs for your proposed solution or service for Carrier Ethernet circuits.

Proposed Circuit Size – Provide the proposed circuit size for your solution. Please note the University's specifications for the Preferred Minimum Circuit Size.

NRC - Provide any non-recurring costs associated with your proposed solution.

MRC - Provide the monthly recurring cost associated with your proposed solution.

Exhibit II (Table 4) – Respondents will use this attachment, specifically Table 4 to record all costs associated with this section. For a copy of the excel version of Exhibit II contact UMSResponses@maine.edu.

INSTRUCTIONS FOR Exhibit II (Table 5) – Dark Fiber Service beginning July 1, 2028

The University needs to understand the associated costs for your proposed solution or service for Dark Fiber Services. Please note the University's specifications for the number of dark fiber strands for each location.

Proposed University PoP – Provide the proposed University PoP associated with your proposed solution.

Fiber Distance in Kilometers - Provide fiber distance in **Kilometers** associated with your proposed solution.

NRC - Provide any non-recurring costs associated with your proposed solution.

MRC - Provide monthly recurring costs associated with your proposed solution.

Exhibit II (Table 5) – Respondents will use this attachment, specifically Table 5 to record all costs associated with this section. For a copy of the excel version of Exhibit II contact UMSResponses@maine.edu.

INSTRUCTIONS FOR Exhibit II (Table 6) – Carrier Ethernet Bandwidth Pricing

The University needs to understand the associated costs for Carrier Ethernet Bandwidth Pricing.

Respondents should feel free to propose bandwidth levels in addition to the ones listed in Exhibit II.

Exhibit II (Table 6) –Respondents will use this attachment, specifically Table 6 to record all costs associated with this section. For a copy of the excel version of Exhibit II contact UMSResponses@maine.edu.

Appendix D – Master Agreement

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 Proposal #2027-029 Issue Date October 23, 2026 Titled Data Transport Services for Networkmaine
Contractor's Bid in Response to Request for Proposal #2027-029 Proposal Submission Date December 18, 2026 Titled Data Transport Services for Networkmaine

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.

   Rider A provides a suite of services offered by the Contractor to the University. As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**. The document will be governed by all the terms in this agreement; except that the engagement administrator for purposes of managing the service deliverables may be different than this Agreement Administrator and the term may be different

than the term of the agreement but may not extend beyond this Agreement termination date. The Services Engagement document will be fully executed by the parties. Institutions may execute more than one agreement for services to support their needs over the term of this Agreement

2. **Term:** This Contract shall commence on **July 1, 2027.** Services shall begin on a per site basis either **July 1, 2027 or July 1, 2028** per Exhibits I and II. The Contract for Exhibit I and Exhibit II services shall end coterminous on **June 30, 2031** unless terminated earlier as provided in this Contract. Upon the parties' mutual agreement, **four (4) optional one (1) year renewals** may also be executed.
    A. The University and the Contractor will work in partnership to ensure the services provided under this contract will be continuously refreshed as technologies evolve and user needs grow. The University, in conjunction with, or on behalf of, all other participants, will assume the primary role in seeking and proposing network enhancements that comply with FCC and E-Rate rules and policies. This technology refreshment clause will be a required condition of the contract.

    The University and the Contractor may conduct an annual review of the contract to review service offerings and pricing. These reviews may result in upgrading the services provided by the Contractor to include new pricing elements or pricing reductions associated with improved economies of scale and/or technological innovations. Changes in the industry related to regulation and/or pricing mechanisms may also result in reduction of rates identified in the services offered by the Contractor. These reviews will commence at the request of the University.

    B. "**Additional Services and Entities**" The University will have the option to purchase additional services under this Agreement. The University will have the option to add additional entities under this Agreement.

    Any additional services or additional entities added through amendment will end coterminous with the Initial Term and renewal terms of this Contract. Pricing for additional service locations must align with contracted rates in the Initial Contract.

    As required by the University institutions, the parties will develop jointly specific Services Engagement documents. The required format of this document is detailed in **Rider D**.

3. **Payment:**

    A. Payment shall be made upon submission 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.

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. **Termination for Lack of Funds, Inability to Deliver, or Closure:** The University may cancel or terminate circuit(s) with written notice without incurring any penalties or termination fees in case of non-funding, insufficient funding of either the Federal E-Rate program or MTEAF, inability to deliver desired bandwidth upgrade within a reasonable timeframe agreed to by the Parties, or closure of a facility.

8. **Failure to install:** If Contractor fails to install the Services at Service Sites pursuant to this Agreement by their PROJECTED INSTALLATION DATE, and such failure is not caused by the actions or omissions, negligence or willful misconduct of the University or an End User or due to a Force Majeure Event (as defined in Section 26 below), then Contractor agrees to provide a credit equal to seventy five percent 75% of the MRC for Service under this Agreement for each Service Site not installed by the indicated date. The credit shall be applied to the MRC on the initial invoice for the upgraded Service under this Agreement. Additionally, for each subsequent month after the PROJECTED INSTALLATION DATE that Contractor fails to install the Service at a Service Site, where such failure is not caused by the actions or omissions, negligence, or willful misconduct of the University or an End User, or by a Force Majeure Event, the University shall receive a 75% credit of the MRC on its invoices subsequent to the initial invoice. (By way of example only, if a Service to a Site was scheduled to have a service date of July 1, 2027 and Contractor fails to install service until October 1, Customer will receive a 75% credit on the MRCs on the first, second, and third monthly invoices for the site).

9. **Failure to upgrade**: In connection with Contractor's installation of the Services, any existing circuits currently being provided by the Contractor to the University pursuant to an existing agreement between the parties ("Existing Circuits") at a service location/site set forth on Rider A-1 to this Agreement for which Contractor will be upgrading the Services under this Agreement will remain installed and operational until the Services identified in Rider A-1 for such Existing Service Sites have been upgraded by Contractor, with the exception of any cessation of services in connection with the cutover period in connection with the installation of the Services. If Contractor fails to upgrade the Services at such Existing Service Sites pursuant to this Agreement by the contracted service start date, and such failure is not caused by the actions or omissions, negligence or willful misconduct of the University or an End User or due to a Force Majeure Event (as defined in Section 26 below), then the Contractor agrees to continue to provide the Existing Circuits at the Existing Service Sites that were not upgraded by the contracted service start date at one quarter the contracted rate to the University until the upgrade of the Services at such Existing Service Sites are completed.

10. **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.

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

12. **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.

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

14. **Administration:** The **CIO, University of Maine System** shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract.

15. **Non-Discrimination:** 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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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, 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. Security and Use of AI: Security Incidents: The Contractor will notify the University as soon as possible, and no later than 48 hours, after learning of a security incident that affects University or Networkmaine services, circuits, or data. The Contractor will provide a security contact available 24x7 and will work with the University to investigate and resolve the incident.
Network Protection: The Contractor will keep University and Networkmaine traffic separate from other customers' traffic and will not inspect, change, copy, or store it, except as required by law. The Contractor will protect the systems and equipment used to manage University circuits, including requiring multi-factor authentication for administrative access.
Patching: The Contractor will keep the network equipment used to provide services to the University patched and up to date, and will fix critical security vulnerabilities promptly.
Equipment: The Contractor will not use equipment or services from companies on the FCC Covered List to provide services under this Agreement.
Subcontractors: The Contractor will notify the University before adding subcontractors for this work, and those subcontractors must follow these same security terms.
Use of AI: The Contractor will tell the University if it uses artificial intelligence (AI) tools to run, monitor, or manage the services. The Contractor will not use University or Networkmaine data to train AI tools without the University's written approval.

26. **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 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.

27. **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:

    University of Maine System
    Robinson Hall
    46 University Drive
    Augusta, ME 04330

    Attn: **Contract Administration**

    To Contractor:

    <<INSTRUCTIONS – Respondent to supply information noted below for submission >>
    Company Name:
    Contact Name:
    Address:
    Phone Number:
    Fax Number:

28. **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

    Email: UMAP@maine.edu

29. **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 D** – Services Engagement Form
    F. **Rider E** – Implementation Plan and Timeline
    G. **Rider F** – Contractor's Service Level Agreement to Support the University
    H. **Contract Amendments** as required
    I. **Request for Proposal #2027-029** Issue Date October 23, 2026 Titled Data Transport Services for Networkmaine
    J. **Contractor's Bid in Response to Request for Proposal #2027-029** Proposal Submission Date December 18, 2026 Titled Data Transport Services for Networkmaine

30. **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.

31. **Federal E-Rate Discounts:** The University considers many of the sites listed in Request for Proposal **#2027-029** which is incorporated into this Agreement and made part of it by reference, to be eligible for Federal E-Rate discounts. Contractor(s) must comply with all Federal E-Rate regulations, including any E-Rate requirements to maintain viability as a service provider, such as, but not limited to, maintaining a current Service Provider Annual Certification Form 473 (SPAC). Failure to comply shall be grounds for cancellation of any contract issued pursuant to this Request for Proposal **#2027-029**

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 #: _____

Per University policy, "Any contract or agreement for services that will, or may, result in the expenditure by the University of $125,000 or more must be approved in writing by the Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."

Chief Financial Officer approval is required of any University of Maine System agreement of $125,000 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 $125,000 or more, and it is not approved, valid or effective until such written approval is granted.

BY: _____

Title: _____

Chief Procurement Officer or designee

Date: _____

BY: _____

Title: _____

Chief Financial/Business Officer or designee

Date: _____

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

The Contractor agrees to the **Specifications of Work to be Performed** as follows:

INTENT AND PURPOSE

The University of Maine System, acting on behalf of Networkmaine sought proposals for the provision of data transport services to provide in-state transport services to approximately 900 K-20 schools, libraries, state and local governments, and research institutions that participate in Maine's research and education network, MaineREN.

PRODUCT SCOPE OF WORK:

Networkmaine is a business unit of the University of Maine System ("University"). Networkmaine's intention is to provide a fiber optic based network solution to K-20 schools, libraries, state and local governments, and research entities. The network will provide a cost-effective solution to address advanced network services, high speed interconnectivity between network participants, and connectivity to the commodity Internet, MaineREN, and the national research and education network, Internet2.

The scope of this project is to select data transport services for any and all K-20 schools, libraries, state and local governments, research, and other not-for-profit entities in Maine. The list of potential recipients of service may expand beyond the original members at the University's discretion.

Services for each site will begin on either July 1, 2027 or July 1, 2028, dependent on its contracted end date for existing transport services:

1) Exhibit I of Appendix C - sites with services to begin July 1, 2027
2) Exhibit II of Appendix C - sites with services to begin July 1, 2028

The list of potential recipients of service may expand beyond the original members at the University's discretion. Any additional services or additional entities added through amendment will end coterminous with the Initial Term and renewal terms of this Contract.

The Respondents are being asked to provide two differing types of service;

1) Carrier Ethernet service for data transport services to, from, and between schools, libraries, or other entities and University Points of Presence (PoPs) with the Orono and Portland PoPs being preferred.

2) Dark Fiber service to connect schools, libraries, and other entities to a University Point of Presence.

Respondent(s) may propose any data transport medium capable of carrying the bandwidth required for access to the University's regional PoPs but fiber optics are preferred to allow for easy and rapid increases in contracted bandwidth. **Note:** ISP services are not required.

The Respondent(s) must accommodate the diversity of existing hardware and software in schools and libraries. The Respondents are not responsible for local hardware needs beyond the demarcation point other than providing an Ethernet handoff via short haul (SX/SR), long haul (LX/LR) optical, or copper-based (T/TX) Ethernet in the case of lit services. The site local handoff type must be coordinated with the University prior to installation. The Respondent(s) must coordinate its transport offerings with the University to provide end-to-end service.

Respondent(s) may join with other service providers, where applicable, to supply necessary services however the University does require a single point of contact for all RFP items. In the event that a group of Respondents submits a single response, all participating Respondents must be identified in the response and a "Primary Respondent" must be assigned. This 'Primary Respondent' will be responsible for all proposed items and shall coordinate all contractual and invoicing issues. Respondents must disclose any subcontracted services included as part of their response.

The University is not required to select a single provider that can meet the needs of all members; therefore, Respondents are encouraged to submit proposals for locations they can service even if they cannot provide statewide service.

Additional Scope: The Contractor shall permit product and services not covered herein to be added by mutual agreement, without voiding the provisions of the existing contract. The Contractor, for additional consideration, shall furnish additional such products and services to the University.

PRICING: Refer to RIDER A-1.

PERFORMANCE TERMS AND CONDITIONS

1. **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 University Contract Administrator notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be utilized in the execution of this Contract without the prior written consent of the Contract Administrator.

2. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand. As part of these reviews, the University reserves the right to review equipment specifications quarterly and update equipment specifications accordingly. Contractor shall provide a single point of contact (i.e., relationship manager) and shall notify University in writing and in advance whenever there is a change to that single point of contact.

3. **Campus Visits:** The Contractor agrees to maintain good relations with the University. The Contractor shall make campus visits "as needed" on three days' notice. The Contractor will coordinate campus visits with the University of Maine System Information Technology to ensure proper communication and sharing of information related to customer projects.

4. **Toll-Free Access**: The Contractor shall provide to the University, toll-free telephone access to technical support. The University prefers a unique toll-free telephone number just for the University. The Contractor shall provide an escalated support feature to ensure that unresolved support issues can be elevated to upper level management.

5. **Adoption of New Technologies:** The University reserves the right to substitute, without financial penalty, the functional equivalent of existing services as new technologies emerge. While the University is willing to enter into a multiple year agreement, it is the University's expectation that such an agreement will not preclude the adoption of new technologies without penalty during the life of the agreement.

6. **Federal Universal Service Fund E-Rate Program participation and Compliance:**
    a. Evidence of filing of the Service Provider Annual Certification (SPAC) form will be required. The Contractor(s) will be subject to all other requirements of the Federal Universal Service Fund E-Rate program requirements including documentation retention related to this project for a period of ten (10) years after the last date that service is delivered under this contract or any extensions.

b. Contractor(s) must be familiar with the requirements of the Federal Universal Service Fund E-Rate program and must fully comply with those rules. In order to comply with Federal E-Rate requirements, the Contractor(s) shall maintain all records, correspondence, receipts, vouchers, memoranda and other data relating to services provided under the contract. All records referenced above and any required under the document retention requirements for the Federal Communications Commission shall be retained for at the least ten (10) years after the last day of the delivery of discounted services, such information shall be subject to inspection and audit by the University and/or USAC and/or its contractors. Pursuant to 47CFR 54.516, Service providers shall be subject to audits and other investigations to evaluate Contractor's compliance with the statutory and regulatory requirements for the Federal E-Rate Program, including those requirements pertaining to what services and products are purchased, what services and products are delivered, and how services and products are being used. The Service Provider shall assume responsibility for its subcontractors' compliance with the FCC requirements on document retention and auditing. Contractor shall include, in all its subcontractor agreements for services, provisions requiring subcontractors to maintain the above-described records and allowing the University and/or USAC and/or its contractors the same right to inspect and audit said records as set forth herein.

c. E-Rate program rules require that service providers certify that they have complied with 47 C.F.R. § 54.511 which is the Lowest Corresponding Price (LCP) regulation.
The FCC's E-Rate Modernization Order states:

> "C. 183. In order to help ensure that E-Rate applicants make cost-effective purchasing decisions, we remind service providers that they not only must charge eligible schools, libraries, and consortia the LCP when providing E-Rate services, but also must offer eligible entities the LCP when submitting competitive bids to provide E-Rate supported services."
>
> "C. 185. To ensure that applicants receive the best possible bids from service providers in response to their FCC Forms 470, consistent with the Commission's intent, we take this opportunity to reemphasize that our LCP rule, as it is now codified in our rules, means that providers must both (i) submit bids to applicants at prices no higher than the lowest price they charge to similarly-situated non-residential customers for similar services; and (ii) charge applicants a price no higher than the LCP. In abundance of caution, we also modify our LCP rule to better reflect the dual nature of this obligation."

7. **Funding:**
   a. Federal E-Rate funds cover approximately 70% of the cost of a circuit for each eligible K12 School or Library. The Maine Telecommunications Education Access Fund administered by the Maine Public Utilities Commission covers the remaining 30%.
   b. For Federal E-Rate eligible schools and libraries, the University will administer and manage all E-Rate filings. Contractor(s) are required to abide by any Federal Communications Commission and Maine Public Utilities Commission requirements with regard to payment.

8. **Implementation Plan and Timeline:** The Contractor is expected to develop, manage and report the status of the progress on the implementation plan and timeline as outlined in ***Rider E – Implementation Plan and Timeline***, of this Agreement.

9. **Service Level Agreement:** The Contractor is expected to provide, monitor performance and provide reports of its service delivery commitments to the University as outlined in ***Rider F – Contractor's Service Level Agreement to Support the University***, of this Agreement.

RIDER A-1
PRICING

<< INSTRUCTIONS - Details in Exhibit I and II 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.

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

(Not Applicable)

RIDER D
SERVICES ENGAGEMENT FORM
Services Engagement to Agreement for Services

This Services Engagement is entered into as of the date written below between _____ ("Contractor") and _____ ("Institution").

This Services Engagement shall be governed by the terms and conditions of the Master Agreement for Services dated _____ by and between _____ ("Contractor") and the University of Maine System, and is incorporated herein by reference.

This Services Engagement describes the Services to be provided by _____ ("Contractor") and the fees associated with such Services.

INSTITUTION REPRESENTATIVE & PROJECT MANAGER:

CONTRACTOR REPRESENTATIVE & PROJECT MANAGER:

SCOPE OF WORK:

TERM:
The term of this Work Order will be from _____ to _____.

Installation of the _____ shall be Substantially Complete on or before _____ subject to adjustments mutually agreed to by the parties.

PRICE:

SIGNATURES:

Institution	**Contractor**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Chief Information Officer approval is required of any University of Maine System information technology service engagements.

BY: _____

Title: _____

Chief Information Officer or designee Date: _____

RIDER E
IMPLEMENTATION PLAN AND TIMELINE

<<INSTRUCTIONS – Bidders will insert their implementation plan and timeline here as part of their submission. >>

RIDER F
CONTRACTOR'S SERVICE LEVEL AGREEMENT TO SUPPORT THE UNIVERSITY

The Respondent will incorporate the following minimum requirements for the SLA:

Service Requirements: The University wishes to lease circuits for data transport services to, from, and between schools, libraries, or other entities and University Points of Presence (PoPs), with the Orono and Portland PoPs being preferred, on a single UNI per location. Preference will be given to transport service delivery based on either lit fiber or dark fiber. For the sake of this RFP, a "District" may include K12 schools or multiple branches of a library grouped as defined in Rider A-1. All sites will be configured with four EVCs using tags 2, 3, 10 and 11 to University Points of Presence (PoP) with Orono and Portland being the preferred PoPs (see Figure 2).

1. **Carrier Ethernet Service General requirements:**

   a. Sites are listed in **Rider A-1**.
   b. The University may, at its sole discretion, select none, one, or any combination of sites.
   c. Districts and their associated sites are defined in **Rider A-1** and are identified by a common "District Bridge ID".
   d. Each interface to the proposed network will be Full Duplex Ethernet via short haul (SX/SR), long haul (LX/LR) optical, or copper-based handoff. **Rider A-1** details the minimum expected circuit size for each location.
   e. The minimum bandwidth proposed for any individual school or library should be 1 Gbps. For sites with greater than 1 Gbps requested, the handoff will be 10 Gbps Ethernet.
   f. The Provider's backbone bandwidth will be sufficient to support non-blocked / zero packet drop transmission from all sites at full contracted speed. Demarcation of provider's network will be a clear and well-defined physical interface.
   g. Solution must be compatible with existing "District" network. The University must retain Layer 3 routing control of traffic between sites.
   h. Each site will be provisioned with four EVCs tagged 2, 3, 10 and 11 on a single UNI.
   i. Equipment should be either wall mountable or mountable in industry standard 19" rack facilities.
   j. Respondents will provide aggregation circuits to each University Point of Presence to which they propose to deliver service.
   k. The bandwidth of these aggregation circuits will be sufficient to support no more than a 5 to 1 oversubscription ratio based on the total contracted amount of bandwidth to the sites.

2. **Dark Fiber Service General requirements:**
   a. Sites are listed in **Rider A-1**.
   b. Each remote site will be connected with one or more strands of dark fiber back to a University Point of Presence (PoP). (**Exhibit A**).
   c. Equipment provided should be either wall mountable or mountable in industry standard 19" rack facilities.

3. **Service Level:** The University will develop service level agreements (SLA) with Contractors to ensure satisfactory performance of circuits. These SLAs will outline standards for reliability and availability as well as remedies should performance fail to meet acceptable standards.
   a. Reliability: Circuits are expected to operate error free 99.95% of the time.
   b. Availability: Circuits are expected to be available 99.95% of the time.

4. **Upgrades:** Following installation of any awarded circuit and during the term of that circuit, including those ordered on multiple year terms, the Contractor(s) agree that the University shall have the right to upgrade the existing circuit to a higher bandwidth circuit of the same or higher cost, without modifying the term of the initial contract. If, upon receipt of a formal written request to upgrade a circuit, the Contractor is unable, for whatever reason, to provide the upgrade within

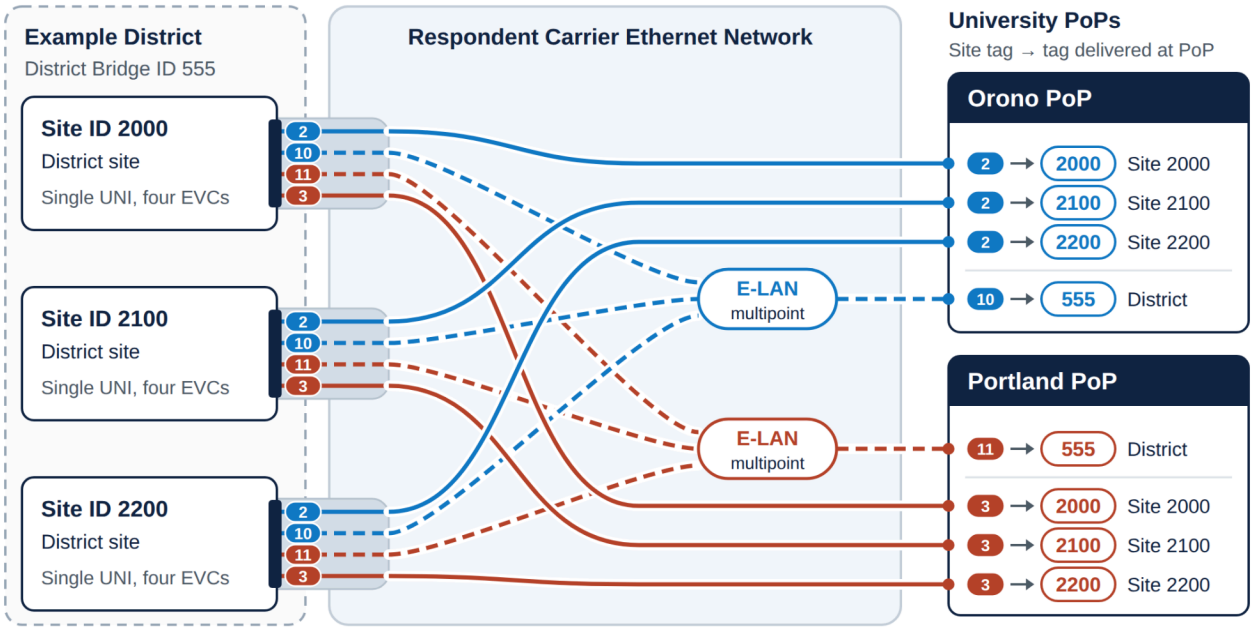
a reasonable time period, the University reserves the right to cancel the existing circuit, with no early termination fees or penalties.

5. **Response Time and Outages:**
   a. Unplanned: The Contractor shall respond to a trouble report within one (1) hour of the initial report. The response may include the start of the University's Network Operations Center (NOC) diagnostic efforts, or on-site presence of provider technicians. Within two (2) hours of the initial trouble report, the Contractor shall communicate with the University's NOC with periodic reports consisting of status and estimated time to repair. The University's NOC will assist the Contractor in joint testing and coordination to effectuate repairs at the earliest possible time.

   b. Planned: Planned outages represent circuit downtime for which the Contractor has given 72-hour notice of an anticipated outage to the University. The Contractor will provide the University with a description of the planned activity, when it will start, and an estimate of when the work will be complete. At the completion of the work or estimated time to completion whichever is earlier, the Contractor will provide the University with a status of the planned activity. Approval by the University of a planned outage will not be unreasonably withheld. Planned outages shall be scheduled during overnight weekday and weekend time frames, outside of core service hours 5:00 AM to 8:00 PM Mondays through Fridays and 7:00 AM through 6:00 PM on Saturdays and Sundays.

Carrier Ethernet Service Design

Each site is provisioned with four EVCs tagged 2, 3, 10 and 11 on a single UNI.
Tags 2 and 3 are delivered to the PoPs as the Site ID, and tags 10 and 11 as the District Bridge ID.



Tag at site UNI	Service	EVC endpoints	Tag delivered at PoP
2	E-Line (point-to-point)	Site to Orono PoP	Site ID (e.g., 2000)
3	E-Line (point-to-point)	Site to Portland PoP	Site ID (e.g., 2000)
10	E-LAN (multipoint)	All district sites (tag 10) + Orono PoP	District Bridge ID (e.g., 555)
11	E-LAN (multipoint)	All district sites (tag 11) + Portland PoP	District Bridge ID (e.g., 555)

Example values shown. Site IDs and District Bridge IDs are listed in Appendix C, Exhibits I and II.

Figure 2. Example District Provisioning

Exhibit A - UNIVERSITY OF MAINE SYSTEM POINTS OF PRESENCE (PoP)

#	Location	Address
1	Augusta	University of Maine at Augusta 46 University Drive Room 12, Katz Library Augusta, ME 44.338885, -69.795658
2	Bangor	Maine Public Broadcasting Network Winchester Technical Center 63 Texas Avenue Bangor, ME 44.808827, -68.801219
3	Belfast	Hutchinson Center 80 Belmont Avenue Belfast, ME 44.419021, -69.034780
4	Bethel	Gould Academy McLaughlin Science Center 14 Elm Street Bethel, Maine 44.406582, -70.791163
5	Bridgton	Stevens Brook Elementary School 14 Frances Bell Drive Bridgton, ME 44.051554, -70.702876
6	Brunswick	Bowdoin College Hubbard Hall Brunswick, ME 43.908561, -69.960805
7	Buxton	Bonny Eagle Middle School 92 Sokokis Trail Buxton, ME 43.697263, -70.598886
8	Calais	Washington County Community College 1 College Drive Calais, ME 45.165969, -67.242854
9	Dover-Foxcroft	The Mill 5 East Main Street Dover-Foxcroft, ME 45.184112, -69.230396
10	East Millinocket	Katahdin Region Higher Ed Center 1 Dirigo Drive E. Millinocket, ME 45.635676, -68.599045
11	Ellsworth	City of Ellsworth Hut 333 Water Street Ellsworth, ME 44.536787, -68.420952
12	Farmington	University of Maine Farmington Computer Center 246 Main Street Farmington, ME 44.667381, -70.146616

13	Fort Kent	University of Maine Fort Kent Cyr Hall 25 Pleasant St Fort Kent, ME 47.250910, -68.587983
14	Houlton	University College at Houlton 18 Military Street Houlton, ME 46.123839, -67.843146
15	Lewiston	University of Southern Maine Lewiston-Auburn College 51 Westminster Street Lewiston, ME 44.076606, -70.173929
16	Machias	University of Maine Machias Torrey Hall University Drive Machias, ME 44.708841, -67.4580079
17	Madison	Madison Area Memorial HS 486 Main Street Madison, ME 44.801115, -69.848120
18	Newcastle	Lincoln Academy 81 Academy Hill Road Newcastle, ME 44.038699, -69.538931
19	Newport	Nokomis Regional High School 291 Williams Road Newport, ME 44.880710, -69.292219
20	Orono	University of Maine 5752 Neville Hall Flagstaff Road Orono, ME 44.901505, -68.666895
21	Portland	University of Southern Maine 2nd floor Science Building 96 Falmouth Street Portland, ME 43.662624, -70.276985
22	Presque Isle	University of Maine Presque Isle Folsom Building 181 Main St Presque Isle, ME 46.672071, -68.017137
23	Saco	Thornton Academy 438 Main Street Saco, ME 43.506386, -70.440059
24	Waterville	Waterville City Hall One Common Street Waterville, ME 44.549864, -69.628997
25	Van Buren	Van Buren District Secondary School 169 Main Street Van Buren, ME 47.160718, -67.941199

26	Stacyville	Katahdin HS 800 Station Road Stacyville, ME 45.924683, -68.439476
27	Ashland	Ashland District School 180 Presque Isle Road Ashland, ME 46.627838, -68.394196
28	Danforth	East Grand School 31 Houlton Road Danforth, ME 45.661192, -67.862874
29	Old Town (RSU34 schools only)	J A Leonard Middle School Oak Street Old Town, ME 44.930992, -68.654266

Appendix E – Evaluation Question(s) – Master Agreement

This portion of the RFP contains special terms and conditions which will govern the resulting agreement, many of which are stated in Section 1.2 of the RFP, with more detail in Appendix D. Please indicate your acceptance for each special term by checking the "Agreed" box and initialing.

Should you take exception to any of these special terms and conditions you are required to note your exception directly below each of the respective terms in question. It should be noted that any exceptions may result in the disqualification of your proposal, lack of providing the required response or indicating terms will be negotiated post award will result in a zero (0) score for the Master Agreement evaluation criteria in Section 2.1.1.

1.1 Terms and Conditions of Agreement

As a result of this RFP process, it is our expectation that an Agreement will be established between University and one or more of the Contractors. The Agreement will incorporate the relevant terms and conditions of this RFP and Contractor's proposal (scope of work, pricing, service level agreement, warranty, implementation plan).

Upon award each successful Contractor will sign a Master Agreement (Appendix D) with the University to sell goods and/or services. The Agreement will incorporate all the terms and conditions, pricing, specifications, and requirements of the RFP.

No representation is made that the University will purchase any quantities or that services will be utilized.

☐ **Agreed**_____
Initial

1.2 Agree to term other than what is specified or automatic renewals for term(s) greater than month-to-month.

Appendix D - 2. Term
The Agreement term and renewals set in the attached Agreement. Exercise of any renewal option will require parties' mutual written agreement.

☐ **Agreed**_____
Initial

1.3 Agree to termination language other than what is provided in Appendix D, Section 4, 5, 6, and 7.

Appendix D - 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.

☐ **Agreed**_____
Initial

Appendix D - 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.

☐ **Agreed**_____
Initial

Appendix D - 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.

☐ **Agreed**_____
Initial

Appendix D - 7. Termination for Lack of Funds, Inability to Deliver, or Closure:
Notwithstanding any other provision of this Agreement, the University may cancel or terminate circuit(s) with written notice without incurring any penalties or termination fees in case of non-funding, insufficient funding of either the Federal E-Rate program or MTEAF, inability to deliver desired bandwidth upgrade within a reasonable timeframe agreed to by the Parties, or closure of a facility.

☐ **Agreed**_____
Initial

1.4 Agree to credits and discounts for failure to perform:

Appendix D - 8. Failure to install: Notwithstanding any other provision of this Agreement, if the Contractor fails to meet the agreed to PROJECTED INSTALLATION DATE, the University will receive a 75% credit for each month beyond the PROJECTED INSTALLATION DATE.

☐ **Agreed**_____
Initial

Appendix D - 9. Failure to Upgrade: Notwithstanding any other provision of this Agreement, if the Contractor fails to upgrade a Service at an existing site by the agreed to date, the Contractor agrees to continue to provide the existing service at a 75% discounted rate.

☐ **Agreed**_____
Initial

1.5 Permit an entity to change unilaterally any term or condition once the Agreement is signed;

Appendix D - 11. Modification:
This Agreement may be modified or amended only in a writing signed by both parties.

☐ **Agreed**_____
Initial

1.6 Apply the law of a state other than Maine;

Appendix D - 13. Applicable Law:
This Agreement shall be governed and interpreted according to the laws of the State of Maine

☐ **Agreed**_____
Initial

1.7 Provide any defense, hold harmless or indemnity;

Appendix D - 16. 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.

☐ **Agreed**_____
Initial

1.8 Waive any statutory or constitutional immunity;

☐ **Agreed**_____
Initial

1.9 Pay attorneys' fees, costs, expenses or liquidated damages;

☐ **Agreed**_____
Initial

1.10 Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the Agreement .

Appendix D - 20. Entire Agreement:
This Agreement sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied. This Agreement 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 Agreement 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 Agreement. Contractor may not unilaterally change any term or condition of this Agreement.

☐ **Agreed**_____
Initial

1.11 Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;

Appendix D - 24. 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.

☐ **Agreed**_____
Initial

1.12 Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.

☐ **Agreed**_____
Initial

1.13 Add any entity as an additional insured to UMS policies of insurance.

☐ **Agreed**_____
Initial

Appendix F – 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 or state/regional Research and Education Networks similar in size and requirements to the University of Maine System and Networkmaine.

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 G – 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 your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?

2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.

3. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.

4. Describe your experience offering a solution for the business requirements identified in this document within research and education environments. Provide a client list that includes any and all higher education and state or regional research and education networks.

5. Provide a statement that explains why your company would be most qualified to provide services to the University of Maine System. What differentiates you from your competitors? In the response, the Respondent must demonstrate that they are a recognized leader in the services covered in this document.

6. Describe your firm's understanding of the current research and education community's needs for providing the services described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do research and education organizations face in this area and how your solution would support our goals?

7. 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.

8. Primary Respondent:
   In the event that a group of Respondents submits a single response, all participating Respondents must be identified in the response and a "Primary Respondent" must be assigned. This 'Primary Respondent' will be responsible for all proposed items and shall coordinate all contractual and invoicing issues.

Appendix H – Location Provisions

SETTLEMENT-FREE PEERING:

The University is most interested in Respondents that will agree to in-state, settlement-free BGP peering with the University. The desire is to provide the shortest in-state network path to the entirety of the respondent's operated network.

Please comment on your willingness to BGP peer with the University and describe how you would plan to do so. The University recommends either direct peering at both its Orono and Portland PoPs or alternatively peering through an Internet Exchange Point operating within Maine.

PRIVACY AND NET NEUTRALITY:

Maine law protects broadband customer privacy and requires Internet service providers to provide net neutral service. The applicable provisions include 35-A M.R.S. c. 94 (§9301), Privacy of broadband Internet access service customer personal information; 5 M.R.S. §1541-B, Net neutrality, which conditions the commitment of state funds to an Internet service provider on a written net neutrality agreement; and 10 M.R.S. c. 239 (§1500-Z), Net neutral service required, enacted by P.L. 2025, c. 404 and effective September 24, 2025, which requires net neutral service to customers in the State and makes violations enforceable by the Attorney General under the Maine Unfair Trade Practices Act. There is currently no federal net neutrality rule in effect following In re: MCP No. 185 (6th Cir. Jan. 2, 2025), which set aside the FCC's 2024 order.

These statutes are keyed to "broadband Internet access service," a mass-market retail service, rather than to the transport services the University is requesting in this RFP. The University nonetheless considers the underlying principles applicable to data transport. Respondents are to state their commitment to adhere to the substantive requirements of these statutes as they apply to the requested transport services, and to confirm that they will comply with them directly with respect to any broadband Internet access service they provide to the University or its customers. Respondents must also identify any change in these obligations arising from future legislation, regulation, or judicial decision, and agree to comply with Maine law as it may be amended during the contract term.

Appendix I – Evaluation Question(s) – Implementation, Support and Federal Universal Service Fund E-Rate Program Participation & Compliance

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) – Implementation Questions

1. Describe your recommended implementation strategy.

2. Describe your project management approach. What project management tools do you use? Describe the project management offered as part of a standard implementation.

3. Indicate your timeline from implementation start to "go live" date. Provide task lists and timelines for a standard implementation.

4. Outline the staffing and composition of the implementation team. Include University staff and roles, vendor staff and roles, and proposed time-frame required for successful implementation.

5. Implementation roles and responsibilities - Please elaborate on the project team required and time commitment to implement your proposed solution including functional and technical resources within the University. Provide a sample project plan.

6. Identify any third-party vendors involved in your implementation strategy and describe these relationships. Indicate whether these relationships are required or optional for implementation of the proposed solution. Be sure to detail associated costs and requirements related to the third-party vendor.

Evaluation Question(s) – Support Questions

1. Is there a customer portal available for clients to report issues and obtain information? What is the process for reporting issues and seeking assistance? What are your turn-around times?
2. Although the University monitors per-site service from its perspective, it's desirable to be able to monitor services from the provider's perspective as well. Please describe any circuit or service monitoring and/or alarming capabilities you could provide.
3. What services or events do you offer clients to maximize or leverage the features/functionality of the solution?
4. Describe how you manage on-going contact with your clients. Would the University of Maine System be assigned an account manager? What expertise would that person have to support our needs?
5. Please provide a detailed account of your actions should you miss an SLA. Include a description of the actions you would take to assure the lapse did not occur again. Would the University of Maine System be eligible for credits as a result of the lapse?
6. How do you obtain and prioritize feedback for changes or enhancements to your solution? (i.e. customer service, company representatives, etc.) To what degree do you rely on experts outside your organization to stay on top/ahead of the quickly changing technology field and what types of contributions are they able to make?

Evaluation Question(s) – Federal Universal Service Fund E-Rate Program Participation and Compliance

1. Respondents are required to submit their current SPIN (Service Provider Identification Number) and FCC Registration Number, as part of this response.

2. Respondent(s) without a SLD SPIN number or FCC Registration Number MUST obtain one before responding to this RFP.

    - For the University to receive funding for universal services discounts, Contractor(s) must have a SPIN. USAC assigns a SPIN to each company participating in the Federal E-Rate program. A SPIN number can be obtained from SLD web site, which is found at the following URL:
      https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

    - An FCC registration number can be obtained from the FCC website which is found at the following URL: **https://apps.fcc.gov/cores/html/Register_New_FRN.htm**

3. Respondent(s) must disclose if they or any of their subcontractors have been “red-lighted” by the FCC during the two-year period prior to issuance of this RFP.

4. Respondents must disclose whether they have been the subject of audits or investigations by USAC, the FCC, DOJ or any other investigator associated with the Federal E-Rate program during the five years prior to the issuance of this RFP.

Appendix J – Evaluation Question(s) - Information Technology

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 costs, products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) - General Technical

1. Adoption of New Technologies: Respondents shall address how new technologies and services will be handled within the terms of the contract during the life of the agreement.

2. Equipment List: Respondents shall provide a detailed list(s) of the equipment to be provided for this contract.

3. Space Requirements: Respondents shall state whether or not they require space on University property or at any of the participating sites.

4. Support for Ethernet Operations: Respondents shall describe the level of support they have for Ethernet Operations, Administration and Management (OAM) features and protocols. This information is not applicable to Respondents proposing a dark fiber solution.

5. Problem Resolution: Describe the escalation sequence to ensure a quick resolution to system level problems. Include names, contact information, etc.

6. Installation Deadline: Respondents must describe their ability to have the proposed services installed and ready for use by the University *before* the service start date (either **July 1, 2027 or July 1, 2028 per Exhibits I and II).** Respondents that are not able to commit to the July 1 start date for one (1) or more locations must provide a date that it will commit to meeting for each location. Respondents should have a high degree of confidence that it can meet the date to which it commits.

7. Upgrade Process: Describe the process followed when the University requests a bandwidth upgrade for a site. Acknowledge your understanding and acceptance that the University will not be charged for two circuits at the same location at any time during the bandwidth upgrade process.

8. Diagram Internal Network: Provide a diagram of your internal network and how it interconnects with locations included in **Appendix C, Exhibit I and/or Exhibit II** with your proposal. Identify any potential bottlenecks and extent of oversubscription.

9. Quality of Service:
    a. Reliability: Respondents should specify the service level offered as a percentage of time with error free transmission on the circuit. Respondents should also specify how they will monitor and report that target reliability service levels are maintained and the maximum period of error transmission before remedies are activated.

    b. Availability: Respondents should specify the service level offered as a percentage of time when the circuit is available. Respondents should also specify how they will monitor and report that target availability services levels are maintained and the maximum period of total outage before remedies are activated.

    c. Service Continuity: How do you assure service continuity in the face of a catastrophic event like a natural disaster? Comment on what we could expect by way of service disruptions and the speed of recovery.

d. Remedies: Specify financial remedies to the University for each event that the service levels of reliability and availability are not maintained.

Evaluation Question(s) – University Points of Presence (PoPs)

1. Proposals will include dimensional, environmental, and electrical power requirements of equipment selected for installation at the University PoPs.

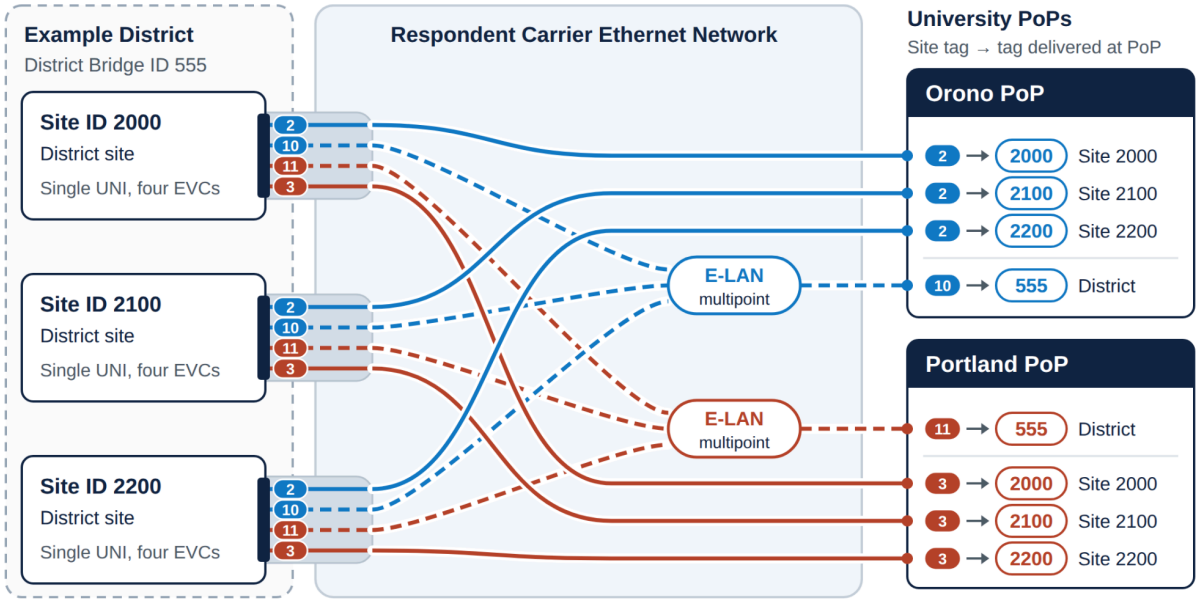
Evaluation Question(s) - Carrier Ethernet Service

1. The University may, at its sole discretion, select none, one, or any combination of sites.
2. Proposals will include dimensional, environmental, and electrical power requirements for equipment selected for installation at the sites.
3. Demarcation of provider's network will be a clear and well-defined physical interface.
4. Each interface to the proposed network should be Full Duplex 1 Gigabit Ethernet or greater. The minimum bandwidth proposed for connectivity to any individual school or library should be 1 Gigabit per second. For sites with greater than 1 Gbps requested, the Respondent will provide a 10 Gbps Ethernet handoff. Respondents will need to coordinate with the University on the media type for the handoff on a per site basis.
5. Provider's backbone bandwidth will be sufficient to support non-blocked / zero packet drop transmission at full contracted speed of all contracted services.
6. Districts and their associated sites are defined in (**Appendix C, Exhibit I and Exhibit II**) and are identified by a common "District Bridge ID". The District Bridge ID is the translated VLAN ID for VLANs 10 & 11, which represents the intra-district VLAN traffic. It is not anticipated that libraries, other than the Portland Public Library System members, will have a need for multi-point services which is why District Bridge IDs have not been provided and VLAN IDs 10 & 11 will not be required for the libraries.
7. Proposals will include aggregation circuits, sometimes called host circuits, to each University PoP to which site circuits will be delivered with preference being given to the Orono and Portland PoPs. If other PoP locations are proposed, the University would need to review and accept the proposed solution. For each University PoP, detail the characteristics of the circuit(s) being proposed, (quantity, speed, and technology).
8. The bandwidth of the aggregation circuits will be sufficient to support no more than a 5 to 1 oversubscription ratio based on the number of sites configured on the aggregation circuit and the contracted amount of bandwidth for each site circuit.
9. The University requires that the cost associated with providing the aggregation circuits be factored into the cost of the site services. If the Respondent cannot meet this requirement, the associated cost of aggregation circuits must be detailed in the Respondent's proposal.

10. Each site will be provisioned with four EVCs tagged 2, 3, 10 and 11 on a single UNI. (**see Figure 2 below**). In this example, the Preferred PoPs of Orono and Portland are shown in the desired primary/secondary PoP configuration.

Carrier Ethernet Service Design

Each site is provisioned with four EVCs tagged 2, 3, 10 and 11 on a single UNI.
Tags 2 and 3 are delivered to the PoPs as the Site ID, and tags 10 and 11 as the District Bridge ID.



Tag at site UNI	Service	EVC endpoints	Tag delivered at PoP
2	E-Line (point-to-point)	Site to Orono PoP	Site ID (e.g., 2000)
3	E-Line (point-to-point)	Site to Portland PoP	Site ID (e.g., 2000)
10	E-LAN (multipoint)	All district sites (tag 10) + Orono PoP	District Bridge ID (e.g., 555)
11	E-LAN (multipoint)	All district sites (tag 11) + Portland PoP	District Bridge ID (e.g., 555)

Example values shown. Site IDs and District Bridge IDs are listed in Appendix C, Exhibits I and II.

Figure 2. Example District Provisioning

11. Respondent shall describe their ability to deliver additional Ethernet Virtual Circuits (EVCs) over their proposed Carrier Ethernet service along with any cost associated with such EVCs.

Evaluation Question(s) – Dark Fiber Service

1. Each remote site will be connected with one or more strands of dark fiber back to a University Point of Presence (PoP). (**Appendix C, Exhibit I and Exhibit II**)

2. The University may, at its sole discretion, select none, one, or any combination of sites.

3. The fiber termination equipment provided should be either wall mountable or mountable in an industry standard 19” rack on a per site basis.

4. Physical topologies are to be explained.

5. Respondents shall describe the method and means by which they can accommodate incremental growth (the addition) of sites to the initial configuration.

6. Describe the capacity for addressing multiple fiber breaks.

Appendix K – Evaluation Question(s) – Information Security

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 costs, products or services, or if any other accommodation would be necessary to meet a requirement.

Evaluation Question(s) – Technical Security Evaluation

1. The University seeks to understand each Respondent's security practices especially as it relates to any University information it will hold (e.g., site contacts, network diagrams, configurations, fiber route data). Respondents may provide any of the following:
    a. a current SOC 2 Type II report, ISO/IEC 27001 certificate, or completed HECVAT; or
    b. a description of their security practices, such as alignment with the NIST Cybersecurity Framework, CIS Controls, or a comparable framework, including the date and scope of any internal or external assessment

2. Identify any subcontractors, underlying carriers, network operators, or other third parties that will be used to provide or support the proposed service. Describe what security requirements you have in place for these providers. Will the University be notified of any significant changes to these providers?

3. Describe how you would notify the University of a security incident affecting our circuits, including who would contact us and how quickly.

4. Describe how you protect the systems and equipment used to manage our circuits (for example, multi-factor authentication and limiting who has administrative access).

5. Confirm that you do not use equipment or services from companies on the FCC Covered List.

6. Do you use AI tools to manage, troubleshoot, or monitor your network? If yes, briefly describe how they are used and whether any University data or network traffic is processed by those tools.

7. Describe how you keep the network equipment serving our circuits patched and up to date, including how quickly you fix critical security vulnerabilities.

8. Describe your technical ability to monitor, mirror, capture, inspect, or retain network traffic traversing the proposed service. If these capabilities exist, describe when they may be used, who is authorized to use them, and whether captured traffic or packet contents are retained.

9. Describe how you would notify Customer of any interception, monitoring, mirroring, capture, or disclosure of Customer traffic, whether authorized or unauthorized, including activity performed pursuant to legal process, to the maximum extent permitted by law.

10. Will you notify the University of any merger, acquisition, or significant change in company ownership during the contract?