

Maine Community College System
323 State Street
Augusta, ME 04330



Competitive Bid
REQUEST FOR PROPOSAL
This is not an Order

Payment Processing System (PPS)

RFP Coordinator	<i>All communication regarding this RFP <u>must</u> be made through the RFP Coordinator identified below.</i> Name: Art Ream Title: RFP Coordinator Contact Information: SISproject@mccs.me.edu
Informational Meeting	Date: 12/07/2022 Time: 11:00 AM EST Location: Virtual Meeting <i>If interested in attending this meeting contact RFP Coordinator at above Email</i>
Submitted Questions Due	<i>All questions <u>must</u> be submitted to the RFP Coordinator identified above by:</i> Date: 12/14/2022, no later than noon EST. Responses to the questions will be posted by 12/16/2022 at 12:00 pm.
Response Submission	Submission Deadline: 01/06/2023 no later than 5:00 pm, local time Submit to: SISproject@mccs.me.edu

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PUBLIC NOTICE

Maine Community College System

Student Information System

The Maine Community College System (MCCS) seeks to enter into a contract for acquisition and implementation of a Payment Processing System (PPS).

MCCS seeks to modernize and enhance its PPS and its capabilities to service the academic community and its students.

Vendors who are interested in receiving a copy of the RFP should contact Art Ream at SIProject@mccs.me.edu or visit <https://www.mccs.me.edu/request-for-proposals/> Request for Proposals are due January 6, 2023 at 5 p.m..

An Informational Meeting will be held on 12/07/2022 **Time:** 11:00 am EST
Location: Virtual Meeting

Responses must be submitted to Art Ream at SIProject@mccs.me.edu by 01/06/2023 no later than 5:00 pm local time.

RFP DEFINITIONS/ACRONYMS

The following terms and acronyms shall have the meaning indicated below as referenced in this Request for Proposal:

<u>Term/Acronym</u>	<u>Definition</u>
RFP	Request for Proposal
State	State of Maine
MCCS	Maine Community College System
FOAA	Maine Freedom of Access Act
Respondent	Any individual or organization submitting a response to this RFP.
Workforce Development (WFD)	College-to-Employer and College-to-Individual skills training services offered by the Colleges, which may include grant-funded initiatives and special services.
SIS	Student Information System (Anthology)
PPS	Payment Processing System
ERP	Enterprise Resource Platform (Lumens)
HRIS	Human Resource Information System
SaaS	Software as a Service
IaaS	Infrastructure as a Service
PaaS	Platform as a Service
SLA	Service Level Agreement
CRM	Customer Relationship Management
Configuration	To use tools in the application to meet specific requirements without using code.
Customization	Write new code (programs, class files, scripts) in the software that meets specific requirements.
OOTB	An out-of-the-box feature or functionality (also called OOTB or off-the-shelf), particularly in software, is a native feature or built-in functionality of a product that comes directly from the vendor and works immediately when the product is placed in service.

Maine Community College System

Payment Processing System (PPS)

PART I INTRODUCTION

1. Purpose and Background

This Request for Proposal (RFP) is issued by the Maine Community College System (MCCS) and is a system-wide request for the planning, configuration, integration, implementation, training, and ongoing support of a Payment Processor System (PPS). The solution must be a centralized system wide payment processing and payment plan administration having out-of-the-box (OOTB) integration with our third-party solutions.

MCCS is consists of the seven accredited community colleges across the State of Maine. Over the course of a typical academic year, MCCS serves more than 22,000 students in credit courses and another 7,000 students in non-credit offerings. In addition to the degree programs, the colleges also provide an extensive array of continuing education and Workforce Development training to individuals across the State. The mission of MCCS is to provide associate degree, diploma, and certificate programs directed at the educational, career, and technical needs of the State's citizens and the workforce needs of the State's employers.

This initiative supports the ongoing MCCS desire to modernize, centralize and enhance its overall systems and capabilities to support system-wide efficiencies and improve the experience of our constituents. MCCS is implementing a modernized and improved Student Information System (SIS) (Anthology) and ERP (Lumens) systems across all seven MCCS colleges in support of the three strategic priorities:

- Get them in,
- Get them through,
- Keep them connected.

2. Current Conditions

Historically, the colleges of MCCS have managed their individual IT systems, including making individual procurement decisions and managing their own IT enterprise. Each College has managed its own payment processing system with sometimes common and sometimes disparate customizations and integrations. Also, an additional instance (for a total of eight) is deployed at the system level for accounting and data collection purposes.

The instances are not utilizing a shared infrastructure and are deployed individually.

MCCS is currently implementing Anthology SIS as a single instance for all seven colleges and one system office, as well as implementing Lumen's ERP in conjunction with the SIS system. Currently, two payment processing systems are deployed and moderately integrated, one at South Maine Community College, and another at the remaining six colleges.

3. Challenge Statement

The purpose of this RFP is to solicit proposals to deliver a "best of breed" integrated Payment Processing System (PPS) solution. The new centralized and integrated PPS will make the delivery of payment and payment plans system wide efficient and effective for all constituents. Responses to this RFP should highlight how the proposed PPS solution will achieve these expectations and outcomes.

The ideal PPS will have the following attributes:

- Be the payment platform for MCCS and its colleges with no customizations.
- Supply end-point payment terminals to replace existing terminals.
- Provide Out-of-the-Box (OOTB) integration with MCCS SIS Anthology and LMS Lumens ERP by providing simple, standardized APIs for robust, stable integrations to third-party products.
- Support a two phased implementation, Lumens Q1 – Q2 in 2023 and our SIS Anthology starting in Q3 2023.
- Support the flexibility for each college to maintain its unique brand and support significant individual payment workflows, financial analytics, and best-in-practice workflows for higher education, leveraging the advantages of a common payment platform across MCCS and its colleges.
- Address the payment needs of degree-seeking and non-degree students, including those engaged through corporate business partners in Workforce Development programs.
- Provides a payment portal for students.
- Be simple to use, govern, and maintain.
- Provide simple configuration capabilities that are accessible by the typical college staffer.
- Ability to provide ACH refunds for student overpayments.
- Ability to process international payments.

4. General Provisions

- 4 a. From the time the RFP is issued until award notification is made, all contact with MCCS regarding the RFP must be made through the RFP Coordinator. No other person/employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process at MCCS' discretion.
- 4 b. Issuance of the RFP does not commit MCCS to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at interviews or other meetings and software or system demonstrations, where applicable.
- 4 c. All proposals must adhere to the instructions and format requirements outlined in the

RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by MCCS. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.

- 4 d. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, MCCS will consider generally available materials, any provided in the proposal, information obtained through interviews/presentations (if any), and internal MCCS information of previous contract history with the Bidder (if any). MCCS also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
- 4 e. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
- 4 f. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by MCCS.
- 4 g. Following the announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 MRS §§ 401](#) et seq.).
- 4 h. MCCS, at its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
- 4 i. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.

5. Eligibility to Submit Bids

All qualified parties are invited to submit bids in response to this Request for Proposals. Bidders must demonstrate successful implementations of the proposed PPS solution at five (5) colleges, three (3) of which must be multi-campus colleges successfully operating the platform.

6. Contract Term

MCCS is seeking a cost-efficient proposal to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the MCCS may opt to renew the contract for three (3) or more renewal periods, as shown in the table below, and subject to the continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

Period	Start Date	End Date
Initial Period of Performance	February 1, 2023	January 31, 2026
Renewal Period #1	February 1, 2026	January 31, 2027
Renewal Period #2	February 1, 2027	January 31, 2028

Two Phased Implementation:

Integration	Start Date	End Date
Anticipated Implementation Period Lumens	February 1, 2023	May 1, 2023
Anticipated Implementation Period Anthology	August 1, 2023	TBD

Delays in implementation shall result in adjustments to the terms. A final transition period will be negotiated with the awarded Bidder in the event of non-renewal or final renewal is implemented. The awarded Bidder will be expected to facilitate data transition to a newly awarded bidder.

7. Number of Awards

MCCS anticipates making one (1) award as a result of the RFP process.

PART II SCOPE OF DELIVERABLES TO BE PROVIDED

The awarded Bidder must deliver and maintain a functional, fully implemented PPS platform that meets the requirements of this RFP and conforms to the descriptions and commitments made as part of its submissions. The awarded Bidder must warranty the representations and commitments it provides in conjunction with this RFP.

1. Requirements

ID #	Sub #	Requirement
TR1		GENERAL
TR1	A	Certificate of Insurance: Provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder’s commercial general liability, professional liability, and any other liability insurance policies relevant to the proposed services. At minimum, cyber liability insurance shall be ten million (\$10,000,000) per claim and commercial crime two million (\$2,000,000) per occurrence.
TR1	B	Preservation of Archival Data: The PPS provides data storage and retention capacity to meet MCCS records retention requirements pursuant to MCCS Procedure 200.1 and Section 206 of the MCCS Finance Policy and Procedure Manual.

ID #	Sub #	Requirement
TR1	C	FOAA Compliant: The PPS solution must enable compliance with State of Maine Freedom of Access Act (FOAA) (1 MRS §§ 401 et seq.)
TR1	D	Data Transfer: Upon any termination of use of the PPS by MCCS or its colleges, the awarded Bidder will provide material assistance without compensation to transfer data to a subsequent solution or service successfully.
TR2 Comprehensive PPS Solution		
TR2	A	<p>The PPS must be an enterprise-class solution that is clearly defined and described by the functional products or product components that comprise the base solution.</p> <p>The base solution must include:</p> <ul style="list-style-type: none"> • Function as a full-cycle payment management system encompassing: <ul style="list-style-type: none"> ○ Supplying PCI Compliant endpoint hardware <ul style="list-style-type: none"> ▪ Payment Terminals, and related stands or mountings • Must have Out-of-the-Box (OOTB) integration with our SIS and ERP solution: <ul style="list-style-type: none"> ○ SIS – Anthology Suite ○ ERP – Lumen Suite ○ Be MCCS’s Payment Gateway ○ Provide Merchant Bank Integration (MID) with TD Bank ○ Reporting: <ul style="list-style-type: none"> ▪ Ability to report by MID ▪ Ability to report by Campus and Department ○ Able to post to multiple Sub-ledgers and rollup to system-level ledgers. ○ Marketplace vendor storefront processing ○ Cashiering. ○ For Students: <ul style="list-style-type: none"> ▪ Payment Portal ▪ Flexible payment plan enrollment and management by college. ▪ Student Wallet ▪ Real-time account balances ▪ Student controlled ability to allow authorized users ○ For Parent: <ul style="list-style-type: none"> ▪ Parent Portal ▪ Flexible payment plan enrollment and management by college ▪ Deposit to Student account/wallet for on-campus merchant services ○ Third-Party <ul style="list-style-type: none"> ▪ Corporate Partner Portal (supports WFD) ○ Payment (i.e., Employer / Corporate partner/purchase order) ○ SIS (Anthology) real-time bi-directional transactions ○ ERP (Lumens) real-time bi-directional transactions

ID #	Sub #	Requirement
		<ul style="list-style-type: none"> ○ Cross-border settlements (International Payments) <ul style="list-style-type: none"> ▪ Do you need to register as a local entity to enable local settlements? ▪ In which countries and currencies can you settle funds? ▪ Can you take on the risk of foreign exchange rate fluctuations between the charge and settlement? <p>Any optional offerings and their relevant functional contributions are clearly defined and described.</p> <p>The following capabilities, if not ordinarily included in the base solution or offered as part of the base solution, should be included as capabilities:</p> <ul style="list-style-type: none"> • Data Analytics and financial analytics tools <ul style="list-style-type: none"> ○ Support for 3rd party reporting and BI analytics tools. • Marketplace Functionality <ul style="list-style-type: none"> ○ Vendor storefronts • Student Campus ID and/or Student Mobile App. ID (Single Card) <ul style="list-style-type: none"> ○ Building Entry and Access Functions ○ Dining Card Functions for use with on-campus vendors • Mobile campus access application that can provide one place for the student to access all services. <p>Where third-party partners deliver some or all the solutions described, they are identified, and their inclusion in any pricing is also clearly defined.</p>
TR2	B	<p>Provided your pricing/cost model for seven colleges, one system office and integration:</p> <ul style="list-style-type: none"> • One-time cost, • Monthly costs, • Device costs, • Transaction rates/fees, • Interchange fee (payment to the issuer and as a percentage of the transaction amount.), • Markup fee (payment to the merchant bank.) • Assessment fee (payment to the credit card association (MasterCard, VISA, etc.), • Processing Fee (payment, often a fixed dollar amount, to the payment processor and can include either successful payments only or every transaction, including sales, declines, and returns).
TR2	C	<p>The awarded Bidder will describe optional ongoing support, training, and other professional services.</p>
TR2	D	<p>Provide a system and data architecture proof of concept diagram for:</p> <ul style="list-style-type: none"> • Seven college campuses • One system administration office • Include your disaster recovery architecture. • Integration solution around Lumens and Anthology.
TR2	E	<p>The PPS and related support shall be subject to rigorous SLAs.</p>

ID #	Sub #	Requirement
		<ul style="list-style-type: none"> • What are your stated SLAs for system availability or integration? • What is the actual historical uptime for the last 12-month period?
TR2	F	The awarded Bidder will provide monthly SLA reporting related to its solution and the underlying hosting platform.
TR2	G	The PPS shall provide flexibility for each college to maintain its unique brand and support individual payment workflows, data analytics, while leveraging the advantages of a common platform across MCCS and its colleges to enable shared services, campus level, and system-level analytics and reporting and integration.
TR2	H	The awarded Bidder's PPS is accompanied by a strong, clear, and specific roadmap for product enhancement, particularly with SIS integration and mobile platform support. The roadmap should provide delivery dates expected in the next year and more strategic schedules over the subsequent two years.
TR3		CYBER SECURITY AND RESILIENCY OF THE PROPOSED SOLUTION
TR3	A	The PPS must have a comprehensive approach to cyber security that is documented and shared with MCCS and its Colleges.
TR3	B	The PPS shall be subject to third-party attestations by registered/accredited providers that shall be maintained. The PPS complies with PCI Security Standards or comparable certifications.
TR3	C	The PPS must have anti-fraud measures. Please include a full description of your measures.
TR3	D	The PPS must ensure the capability to restore data completely to its status at the time of the last backup; with a minimum recovery point objective (RPO) of eight (8) hours (i.e., maximum data loss cannot exceed eight (8) hours) demonstrated by a disaster recovery plan. This RPO may be extended where evidence of compensating controls is provided.
TR3	F	Ensure a minimum recovery time objective (RTO) of four (4) hours (i.e., the maximum time to recover the system cannot exceed four (4) hours), as demonstrated by a disaster recovery plan. This RTO may be extended where evidence of compensating controls is provided.
TR4		Hardware
TR4	A	Does your company provide a complete range of payment devices for multiple use cases, including countertop, wireless, mobile, and unattended?
		Describe your hardware deployment: <ul style="list-style-type: none"> ○ Do you swap out and credit for currently deployed devices or is this a net new one-time charge? ○ Do you replace damaged devices at cost or swap out with no costs? ○ Describe your process for obtaining a new device for deployment.
TR4	B	Is this hardware enterprise-grade, i.e., can it handle high volumes of transactions in different sales environments?
TR4	C	Does this hardware accept all forms of electronic payments, including magstripe, EMV chip & sign, EMV chip & PIN, NFC/contactless, and digital currencies?
TR4	D	What kind of warranty does the hardware have?

ID #	Sub #	Requirement
TR4	E	What is the lifespan of the hardware products, and do you swap out at zero cost, broken or defective equipment or is it a material cost to MCCC.
TR4	F	Describe in detail your network connectivity: <ul style="list-style-type: none"> • Network connectivity via PC host connection or, • Direct connectivity to the network, or • Combination solutions direct and PC host?
TR4	G	Do you have any ADA-compliant features on your devices? If yes, can you describe them?
TR4	H	Can your devices be integrated with extended displays?
TR4	I	Do you provide hardware solutions with color screens that can run promotions or ads to boost campus notifications?
TR4	J	Do you provide any accessories for your payment solutions? Stands for terminals, tablet enclosures for mPOS, etc.? If not, do you partner with third-party vendors that can provide these accessories?
TR5		Field Sales or Event Sales
TR5	A	Do you provide mPOS solutions that cater to the field/Event sales environment, including sporting events, concession stands, Ticketing Sales, etc.? If yes, what OS restrictions are there for tablets and smartphones on different operating systems?
TR5	B	Do you provide fixed terminals that cater to businesses such as concession stands, ticket counters, etc., at venues and events?
TR6		IMPLEMENTATION OF THE PROPOSED SOLUTION
TR6	A	Provide a description of the approach to implementation with a detailed implementation, with any data conversion for payment plans, and receivables for deployment and integration in two phases first with Lumen (ERP) and the Anthology (SIS) instances to the solution platform. Identify key decision points required to implement such a plan.
TR6	B	Provide technical, business, and project support, as needed, to ensure a successful transition with no material degradation of service during the transition period.
TR6	C	Conduct any data migration and, with guidance from MCCC and college staff, data cleansing from the existing payment platforms to proposed solution.
TR6	D	Execute and verify a successful transition using agreed-upon acceptance criteria similar to a provided sample.

PART III KEY RFP EVENTS AND PROCESSES

1) Bidders' Conference

- 1.a MCCS will sponsor an Informational Meeting concerning this RFP beginning at the date, time, and location shown on the RFP cover page. The purpose of the Informational Meeting is to provide interested parties with additional information related to this RFP, field questions, and clarify any questions as to this RFP request. Interested attendees should email the RFP Coordinator to gain the meeting credentials.

2) Questions

2.a General Instructions

- 2.a.i It is the responsibility of each interested party to examine the entire RFP and seek clarification in writing if they do not understand any information or instructions.
- 2.a.ii Interested parties should use **Appendix E** – Submitted Questions Form – for submission of questions.
- 2.a.iii The Submitted Questions Form must be submitted by email and received by the RFP Coordinator, identified on the cover page of this RFP, as soon as possible but no later than the date and time specified on the RFP cover page.
- 2.a.iv Submitted questions must include the RFP Title in the subject line of the email. The MCCS assumes no liability for assuring accurate, complete, or on-time email transmission and receipt.

3) Question & Answer Summary

- 3.a.i Responses to all questions will be compiled in writing and posted on the following website: <https://www.mccs.me.edu/request-for-proposals/>
- 3.a.ii It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered.

4) Submitting the Response

4.a Responses Due

- 4.a.i Responses must be received no later than the date and time listed on the cover page of this RFP document.

4.b Delivery Instructions

- 4.b.i Responses must be submitted to the RFP Coordinator via email, listed on the cover page of this RFP document.

PART IV RFP SUBMISSION REQUIREMENTS

This section contains instructions for Bidders to use in preparing their proposals. MCCS seeks detailed yet succinct responses that demonstrate the Bidder's qualifications, experience, and ability to perform the requirements specified throughout the RFP.

The Bidder's proposal must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. MCCS, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

Proposal Format and Contents

Section I Preliminary Information (PDF File #1)

1. Proposal Cover Page

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter contracts on behalf of the Bidder.

2. Debarment, Performance and Non-Collusion Certification

Bidders must complete **Appendix B** (Debarment, Performance and Non-Collusion Certification Form). The Debarment, Performance and Non-Collusion Certification Form must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

3. Eligibility Requirements

Bidders must provide documentation to demonstrate meeting eligibility requirements stated in PART I, 5. of the RFP. This documentation includes:

- Bidders must complete **Appendix C** (Experience and Reference Form) describing their qualifications and skills to provide the requested services in the RFP. All qualified parties are invited to submit bids in response to this RFP. Bidders must identify five (5) colleges, three (3) of which must be multi-campus colleges, successfully operating the proposed PPS.

Section II Organization Qualifications and Experience (PDF File #2)

1. Overview of the Bidder Organization

Provide an overview of the organization, including its participation in the higher education market and the evolution of its products. The overview should also include its ownership structure, identification of principal shareholders, size of company and general staffing levels of internal organizations (e.g., development, professional services), number of customers using its PPS, and number of integration instances with Lumens and Anthology customers in the past 2 years (including those in progress).

2. Subcontractors

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

3. Organizational Chart

Bidders must provide an organizational chart. The organization chart must demonstrate the capacity to perform the transition and required services. Each position must be identified by position title and corresponding to the personnel job descriptions.

4. Litigation

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree. For each, list the entity bringing suit; the caption, location of filing, and docket number of the complaint; the allegations, amount of claimed damages, and outcome (including settlement amount if public).

5. Financial Viability

Bidders must provide a current copy of their Dun & Bradstreet Business Information Report Snapshot.

6. Licensure/Certification

Bidders must provide documentation of all applicable licensure/certification and specific credentials required to provide the proposed services of the RFP.

7. Certificate of Insurance

Bidders must provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's commercial general liability, professional liability and any other relevant liability insurance policies relevant to the proposed services.

The awarded Bidder shall carry cyber-liability insurance associated with these services. At minimum, cyber liability insurance shall be ten million (\$10,000,000) per claim and commercial crime two million (\$2,000,000) per occurrence.

Section III Proposed PPS Platform and Associated Services (PDF File #3)

1. PPS Platform and Associated Services to be Provided (PDF File #3)

Bidders must demonstrate how they meet the requirements specified in Part II, Section "1. Requirements" by submitted documents in a .pdf format that meet the following criteria:

- a. Narrative sections of documents shall be in common fonts (Arial, Calibri, Times New Roman) of not less than 12 pt. size with margins of not less than 1-inch on all sides.
- b. An Executive Summary may be provided of not more than 5 pages.
- c. Detailed descriptions to the TR1 – TR6 requirements shall be provided with headings that reflect the relevant requirements discussed and subject.

Section IV Cost Proposal (PDF File #5)

1. General Instructions

- a. Bidders must submit a cost proposal that covers the period starting February 1, 2023 to January 31, 2026
- b. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
- c. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with M CCS, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the PPS Platform, implementation or operation of contracted services may be included.

2. Cost Proposal Form Instructions

Bidders must provide a detailed description of its pricing and costs, including any optional or tiered offerings described in their RFP response and provide it as a .pdf attached as **Appendix D** that clearly includes the following elements:

- a. Complete the operational cost summary for PPS licensing/subscription costs and associated support, implementation and professional services to deliver the PPS with the capabilities described in this RFP in the table provided in **Appendix D** (Cost Proposal Form). Bidders must provide an operational budget including all costs anticipated to operate the PPS solution. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of M CCS.
- b. Include clear pricing for optional services and platform capabilities, including those delivered by third party partners.
- c. Where time and materials services are offered as optional components, provide the offered rate as a firm commitment for not less than two (2) years.

In order to achieve consistency, comparability, and fairness in the scoring of the cost proposals, the M CCS reserves the right to request clarification from any and/or all Bidders on their cost proposal submissions.

PART V PROPOSAL EVALUATION AND SELECTION

Evaluation of the submitted proposals will be accomplished as follows:

A. Evaluation Process - General Information

1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
2. Those responsible for making decisions on the award selection on behalf of M CCS will ensure that the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the M CCS.

3. MCCS reserves the right to communicate and/or schedule interviews/presentations with Bidders, if helpful, to obtain clarification of information contained in the proposals received. MCCS may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.

B. Scoring Weights and Process

1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

Section I. ORGANIZATION, EXPERIENCE AND VISION (20 POINTS)

- Ability to deliver a cloud-native platform
- Experience serving multi-campus college systems
- Product roadmap

Section II. PPS SOLUTION CAPABILITIES (40 points)

- Intuitive, easy-to-use functional capabilities integrated in the solution
- Intuitive, easy-to-use configuration capabilities that enable automated, flexible business workflows within the solution and with Lumens (ERP) and Anthology (SIS).
- Native designed for integration with third-party solutions for SIS and ERP through proven APIs.
- Brand independence for our seven colleges and system office.
- Architectural and capability model that enables rapid development cycles and support future MCCS and its colleges' priorities

Section III. PRICING (40 points)

- Implementation services cost as detailed in Proposal Format Section IV
- Annual pricing for base and optional solution capabilities
- Professional services rates for initial 3-year Term.

2. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score. For Section II, Members of the evaluation team will not score that section individually but, instead, will arrive at a consensus as to the assignment of points for each of those sections. For Section III, the pricing will be by consensus among MCCS's CFO and the evaluation team.
3. **Negotiations:** MCCS reserves the right to negotiate with the awarded Bidder to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or MCCS's Request for Proposal to an extent that may affect the price of goods or services requested. MCCS reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. In the event that an acceptable contract

cannot be negotiated with the highest-ranked Bidder, MCCS may withdraw its award and negotiate with the next-highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, MCCS may cancel the RFP, at its sole discretion.

C. Selection and Award

1. The final decision regarding the award of the contract will be made by MCCS's CFO.
2. Notification of conditional award selection or non-selection will be made in writing by the MCCS.
3. Issuance of the RFP in no way constitutes a commitment by MCCS to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
4. MCCS reserves the right to reject any and all proposals or to make multiple awards.

D. Appeal of Contract Awards

Any person aggrieved by the award decision that results from the RFP may appeal the decision in writing to the Chief Financial Officer, 323 State Street, Augusta, Maine, 04333, within 10 calendar days of receipt of notification of conditional contract award.

E. Standard MCCS Contract Provisions

1. Contract Administration
Following the award, MCCS shall appoint a Contract Administrator to assist with the development and administration of the contract and to act as administrator during the entire contract period. MCCS staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.
2. Payments and Other Provisions
MCCS anticipates paying the awarded Bidder, for fee-based services, on the basis of net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains correct pricing information relative to the contract, provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

APPENDIX A

Maine Community College System

PROPOSAL COVER PAGE

Payment Processing System (PPS)

Lead Point of Contact - Name/Title:			
Organization Name (if applicable):			
Tel:		Fax:	
Email:		Website:	
Street Address:			
City/State/Zip:			

- This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
- No personnel currently employed by the MCCS participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
- No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
- The above-named organization is the legal entity entering into the resulting contract with MCCS if they are awarded the contract.
- The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

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

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX B

Maine Community College System

DEBARMENT, PERFORMANCE, and NON-COLLUSION CERTIFICATION

Payment Processing System (PPS)

Bidder's Organization Name:	
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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.
- c. 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
- d. 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.

Name (Print):	Title:
Authorized Signature:	Date:

APPENDIX C

**Maine Community College System
EXPERIENCE and REFERENCE FORM
Payment Processing System (PPS)**

Bidder's Organization Name:	
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Provide a description of implemented PPS solutions comparable to that proposed here. Bidders must identify five (5) colleges, three (3) of which must be multi-campus college systems, successfully operating the proposed PPS solution. For each of the references provided, a contact person from the client organization involved should be listed, along with that person's telephone number and e-mail address.

Project One	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Two	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Three	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Four	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

Project Five	
Client Name:	
Client Contact Person:	
Telephone:	
E-Mail:	
Brief Description of Project	

APPENDIX D

**Maine Community College System
 Cost Proposal Form
 Payment Processing System (PPS)**

Bidder’s Organization Name:	
Proposed Cost:	\$

Operational Cost Summary			
Bidders shall provide a summary of the operational costs to deliver the base PPS solution.			
	Annual Subscription or Licensing	Annual Support, Implementation, and Professional Services	Annual Total Over Period
Implementation Period			\$
Initial 3-Year Period of Performance			\$
Renewal Period #1			\$
Renewal Period #2			\$

APPENDIX F Notice to Bidders

Notice to Vendors and Bidders: Standard Terms and Conditions Applicable to All MCCA Contracts

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively "MCCA"). These terms and conditions derive from the public nature and limited resources of the MCCA. **MCCA DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCA already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCA policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCA's recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCA's standard terms and conditions, including addenda;
and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCA, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCA 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;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCA any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCA to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCA in any and all legal actions that seek to compel MCCA to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCA and your entity.