UNITED STATES DISTRICT COURT
DISTRICT OF MAINE
Bangor Division

CALVARY CHAPEL BELFAST, *Plaintiff*; v. UNIVERSITY OF MAINE SYSTEM; BOARD OF TRUSTEES, University of Maine System; RYAN LOW, individually and in his official capacity as Vice Chancellor for Finance and Administration, University of Maine System, *Defendants*.	Case No.: 1:24-cv-00392-SDN **Jury Trial Demanded**

FIRST AMENDED COMPLAINT

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NATURE OF THE ACTION

1. This is a civil rights action brought under 42 U.S.C. § 1983 and the First and Fourteenth Amendments to the United States Constitution.

2. In 2024, Plaintiff Calvary Chapel Belfast (the "Church") submitted a proposal in response to a competitive request for proposal ("RFP") to purchase the Hutchinson Center, a vacant property in Belfast, Maine, owned by Defendant University of Maine System (the "System").

3. The Church's proposal received the highest score under the RFP's criteria, so the System awarded the Church the right to negotiate the purchase of the Hutchinson Center.

4. Immediately after the System announced the Church's winning proposal, University of Maine (UMaine) donors, alumni, and faculty inundated the System with complaints, expressing outrage that the System would sell the property to a church with traditional Christian beliefs. Lobbing religiously bigoted attacks on the Church and threatening to cut off financial support, donors and stakeholders pressured UMaine's President, Board of Trustees, and procurement officials to rescind the Church's award.

5. The two disappointed respondents, the Future of the Hutchinson Center Steering Committee and Waterfall Arts (FHC-WA) and Waldo Community Action Partners (WCAP), joined the fray. Backed by influential community members and elected legislators, FHC-WA and WCAP submitted award protests that were laced

with religious animus, urging the System to rescind the Church's award solely because of its religious beliefs.

6. The System's chief procurement officer—an expert in public contracting and strategic sourcing—rejected the disappointed respondents' protests, finding that they were meritless and implicitly recognizing that they were an improper attempt to induce the System to discriminate against the Church on the basis of its religious beliefs and status.

7. Undeterred, FHC-WA and WCAP filed second-level appeals, which landed on the desk of Defendant Ryan Low, the System's Vice Chancellor for Finance and Administration.

8. As with the award protests, WCAP's and FHC-WA's appeals were rife with thinly veiled attacks on the Church's religious status and beliefs. For example, FHC-WA informed Defendant Low that "[a]s you are no doubt aware, tempers and frustrations with the award decision are running high in the community and presumably within the University of Maine as well," and urged him to "ameliorate this situation and put the community and the University back on the same path together."

9. FHC-WA then offered a not-so-subtle warning to Defendant Low, the System's chief financial officer, about the potential loss of donations if the System proceeded with the sale to the Church: "The method of disposition of the Hutchinson Center will be a litmus test for donors on how their wishes and donations to the

University may be treated in the future…. If not, the University risks losing donations far in excess of the value of the Hutchinson Center."

10. Surrounded by donor threats, alumni fury, faculty denunciations, and political heat, Defendant Low overruled the System's procurement expert, granted FHC-WA's religiously bigoted appeal, and rescinded the Church's award.

11. The Fourteenth Amendment's Equal Protection Clause and the First Amendment's Free Exercise Clause prohibit government agencies and officials from discriminating on the basis of religion. That prohibition extends to administering and enforcing neutral policies and regulations in a discriminatory manner. And although "[p]rivate biases may be outside the reach of the law, … the law cannot, directly or indirectly, give them effect." *Palmore v. Sidoti*, 466 U.S. 429, 433 (1984).

12. By rescinding the Church's award to negotiate the purchase of the Hutchinson Center, Defendants discriminated against the Church on the basis of religion in violation of the First and Fourteenth Amendments.

13. The appeal letters filed by FHC-WA and WCAP were laced with religious animus, anti-Christian tropes, and religiously coded language designed to delegitimize the Church because of its faith and religious beliefs. In its appeal letters to the System, FHC-WA repeatedly employed classic exclusionary rhetoric, framing the Church as an alien entity with "an opposite mission" that threatens the fabric of the "community." FHC-WA warned Defendant Low of widespread community outrage and urged him to "do the right thing" by rescinding the Church's award. By insinuating that a Christian ministry's presence would disrupt community cohesion

and subvert UMaine's mission, FHC-WA appealed to fearmongering and "us vs. them" bigotry that courts nationwide have long condemned and rejected.

14. That Defendant Low would even entertain, let alone validate, an administrative appeal so thoroughly infected with religious animus represents an egregious departure from basic government neutrality and an affront to this Nation's foundational commitment to religious tolerance. Government officials are prohibited from acting as vehicles for private bias and class-based animus. When presented with award protests reliant on religiously coded rhetoric, threats, and mob hostility, Defendant Low's mandatory legal obligation was to reject those filings out of hand. Instead, Low granted FHC-WA's appeal and executed the exact discriminatory remedy the biased disappointed respondents demanded, thereby validating private bigotry as official state action.

15. Defendant Low's justification for rescinding the Church's award—that the Hutchinson Center's RFP contained "a single deficiency of the evaluation criteria" about the optional relocation of an internet hub—does not eliminate the discriminatory taint that infected the rescission of the Church's award. An unconstitutional decision need not rest solely on a discriminatory purpose. Low would not have made the decision but for FHC-WA's bigoted appeal, which supplied the mechanism by which the Church's award could be rescinded.

16. Whether or not Defendant Low believed in such a deficiency in good faith, his decision was arbitrary, capricious, and contrary to the System's procurement policies. In making his decision, Low disregarded that the Hutchinson

Center's solicitation process was a competitive negotiated procurement, not a sealed bid that focused on bottom-line cost savings. He disregarded that the System was never obligated to move the internet hub because the System's draft lease agreement provided for an option to keep it inside the building for up to 60 years. And he disregarded that the RFP allowed the winning bidder to negotiate the logistics concerning the hub's location, which would not have materially altered the RFP's terms and conditions, under which all the respondents fairly competed without objection, contest, or protest. Despite these glaring flaws, Low granted FHC-WA's religiously bigoted appeal anyway and rescinded the Church's award.

17. As a consequence of Defendants' discriminatory actions, the Church seeks compensatory damages, a declaratory judgment that the rescission violated its constitutional rights and breached its contractual rights, and all available equitable relief.

PARTIES

18. Plaintiff Calvary Chapel Belfast is a nonprofit local independent church formed pursuant to Me. Rev. Stat. tit. 13, § 3021. The Church is part of the global Calvary Chapel association, a network of churches committed to Biblical teaching and Christ-centered outreach. Led by Pastor Greg Huston, the Church offers a variety of ministries to meet the needs of the Belfast community. Among its ministries, the Church hosts a homeschool co-op and operates an addiction-recovery program. The Church may sue and be sued.

19. Defendant University of Maine System is the state university system for the State of Maine. Established in 1968, the System is Maine's largest educational enterprise, operating seven universities across the Pine Tree State, including the University of Maine (UMaine). Through its Office of Strategic Procurement, the System solicited and evaluated a proposal submitted by the Church to purchase the Hutchinson Center. The System bears ultimate responsibility for the actions of its officers acting under color of state law. The System may sue and be sued.

20. Defendant Board of Trustees is the System's governing and planning body. The Board has final authority over all matters within its jurisdiction, including all educational, public service, and financial policies. The Board has final authority to approve the sale of real property. The Board is a "person" under 42 U.S.C. § 1983, and it may sue and be sued.

21. Defendant Ryan Low is the System's Vice Chancellor for Finance and Administration. Defendant Low is a "person" under 42 U.S.C. § 1983 and is sued in both his official and personal capacities.

JURISDICTION AND VENUE

22. This is a civil rights action brought under 42 U.S.C. § 1983, raising federal questions under the United States Constitution, particularly the First and Fourteenth Amendments.

23. This Court has original jurisdiction under 28 U.S.C. §§ 1331, 1343.

24. This Court has supplemental jurisdiction over Plaintiff's state-law claims under 28 U.S.C. § 1367(a).

25. This Court has authority to award the requested declaratory relief under 28 U.S.C. §§ 2201 and 2202 and Federal Rule of Civil Procedure 57, and attorney's fees and costs under 42 U.S.C. § 1988.

26. Venue lies in this District under 28 U.S.C. § 1391(b), because a substantial part of the events or omissions giving rise to the claims occurred in this District, and Defendants are located in relevant part in this District.

FACTUAL ALLEGATIONS

The Competitive Solicitation for the Hutchinson Center

27. The Hutchinson Center, located at 80 Belmont Avenue in Belfast, Maine, was constructed in 2000 and subsequently gifted by Bank of America to UMaine in 2007. Situated on an 11.6-acre parcel, the property comprises a 30,500-square-foot main building and a 1,960-square-foot barn. UMaine closed the Hutchinson Center in 2023 after a decline in usage since the pandemic.

28. In January 2024, the System issued RFP 2024-048, a competitive request for purchase, lease or alternative creative real property offer concerning the disposition of the Hutchinson Center.

29. Because it issued an RFP, the System sought to dispose of the Hutchinson Center through competitive negotiation—also called contracting by negotiation or competitive sealed proposals.

30. Unlike traditional competitive sealed bidding, where contracts are awarded strictly to the lowest responsive bidder, competitive negotiations allow

agencies to evaluate offerors based on qualitative factors and relative weights announced in advance.

31. Procurement officers, the specialists who manage competitive solicitations, exercise substantial discretion in determining which proposal offers the "best value," which is an award basis that considers factors in addition to price, such as quality, performance, total cost of ownership, and qualifications, as set out in the solicitation. Thus, in a competitive "best value" procurement, price may be a factor, but it need not be the only factor, and it need not be the dominant factor.

32. RFP 2024-048 invited three types of offers: a real-property sale offer, a lease offer, and an alternative creative real-property offer.

33. The System's real-property sale offer solicited proposals to buy the Hutchinson Center for a stated price and to take title on the terms the RFP sets, ordinarily by deed at closing, subject to any interest the solicitation reserves.

34. The System's solicitation of lease proposals offered respondents the opportunity to occupy and use the Hutchinson Center for a designated term in exchange for rental consideration and specified lease covenants, short of title transfer. The inclusion and weighting of non-fee-simple lease offers demonstrate that RFP 2024-048 was structured as a multi-attribute competitive negotiation rather than a revenue-maximizing real property disposition. The solicitation, by its published terms, evaluated qualitative and non-monetary proposal components alongside price rather than awarding solely on the highest net financial return to the System.

35. The System's alternative creative real-property offer solicited proposals from respondents who lacked the financial capacity to make a conventional purchase offer. A "creative" or alternative proposal mechanism allows the contracting agency to evaluate novel transactional frameworks not fully specified in advance, provided they remain responsive to the published evaluation factors. By soliciting alternative creative offers alongside standard purchase offers, the System established that RFP 2024-048 was designed to assess broad qualitative utility rather than function as a pure revenue-maximizing liquidation of real property.

36. Because the System structured the solicitation to evaluate three heterogeneous transaction structures—outright purchase, commercial lease, and alternative creative real-property proposals—against published, multi-attribute criteria, RFP 2024-048 constituted a classic "best value" competitive negotiated procurement. It was explicitly not a single-variable public auction designed to sell the Hutchinson Center to the highest bidder.

37. RFP 2024-048 awarded the highest-ranked respondent the right to "negotiate" a final contract. Only "[i]n the event that an acceptable contract cannot be negotiated with the highest ranked Respondent" did Section 2.4 permit the System to "withdraw its award and negotiate with the next-highest ranked Respondent," or, "[a]lternatively, … cancel the RFB, at its sole discretion."

38. Post-award negotiations optimize contract terms, refine scope, and reduce the successful proposal to a definitive, executed contract. Within that paradigm, an offeror's initial proposal is not a static, take-it-or-leave-it submission,

but a functional baseline. This framework permits the System to engage with the top-ranked respondent to refine performance parameters and technical specifications, allocate risks, and implement cost-avoidance strategies—including the elimination, capping, or mitigation of anticipated public financial liabilities—before final execution of the contract.

39. In accordance with the System's governing Administrative Practice Letter, *see* Univ. of Me. Sys., Admin. Practice Letter VII-A, Purchasing Procedures (Aug. 15, 2023) [hereinafter APL VII-A], RFP 2024-048 provided that 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." Neither APL VII-A nor RFP 2024-048 defines when negotiations could "significantly vary the content, nature or requirements" of an RFP "to an extent that may affect the price."

40. In the ordinary public-contract meaning, a post-award change materially varies an RFP's content, nature, or requirements when it alters the essential bargain on which offerors competed rather than carrying out a term, option, or range the solicitation already described. In a public-property sale RFP, a post-award modification is impermissible if it alters the competitive field by granting the selected buyer financial concessions or flexibility that would have materially impacted the bidding strategy of other prospective offerors.

41. A post-award modification or refinement is not material if it would not have caused a reasonable offeror to alter its pricing, submit different proposal

conditions, or achieve a different competitive ranking during the initial evaluation. For example, finalizing the terms of a draft lease agreement provided in the solicitation package—including defining the leased premises, establishing the lease term, or exercising a reserved option to relocate retained equipment on the same parcel—does not constitute a material deviation. Such adjustments merely reduce to an executed instrument the precise bargain upon which all offerors competed, rather than substituting a materially different transaction.

The Networkmaine Internet Hub

42. Room 100Y inside the Hutchinson Center houses a "Networkmaine" hub, which the System describes as a "[d]istribution hub for Maine's Research and Education Network, MaineREN," that is maintained by the System's IT department. Powered by the building's electrical service, the Networkmaine hub carries internet traffic for the public and private schools, libraries, and community institutions of the greater Belfast, Camden, and Rockland regions.

43. Addendum 4 to RFP 2024-048 addressed the Networkmaine hub. Addendum 4 stated that "the University proposes the relocation of the hub from its current site within the Hutchinson Center to a purpose-built utility building" and described the proposed equipment shelter. It fixed no date for any relocation.

44. On or about May 30, 2024, Robin Cyr, the System's Director of Strategic Sourcing, transmitted a draft Lease Agreement governing the Networkmaine hub to all active offerors, requesting that each respondent either accept the draft instrument or submit proposed redlines.

45. When Director Cyr transmitted the draft Lease Agreement, the System formally incorporated its provisions into the solicitation's mandatory terms. The draft lease—including the Phase 1 carve-out and Phase 2 reserved option—thereby established the common contractual baseline against which every offeror's proposal was evaluated and within which post-award negotiations were properly bounded.

46. Section 1 of the draft Lease Agreement, titled "Premises," establishes both the baseline performance terms and a reserved discretionary agency option concerning the Networkmaine hub. Specifically, Section 1 sets forth the default condition ("Phase 1"), providing that the System "will continue to operate the hub in room 100Y" within the Hutchinson Center. This provision provided for a spatial lease "carve out" encompassing Room 100Y and an external emergency generator to ensure uninterrupted internet service to public and private institutions across the greater Belfast, Camden, and Rockland regions.

47. Within the same provision, Section 1 expressly reserves a discretionary agency option ("Phase 2"), providing that the System retains "an option to permanently relocate the hub as outlined in the Phase 2 plan below" to a dedicated, purpose-built utility structure on the parcel. Phase 1 thus constitutes the default performance baseline under the solicitation, whereas Phase 2 functions as a contingent secondary state that becomes operational only if the System elects to exercise its reserved relocation option. Because an unexercised option creates no enforceable debt or present legal duty, any hypothetical relocation expense

represented a purely contingent potentiality rather than an obligatory financial encumbrance under the solicitation.

48. Section 2 of the draft Lease Agreement, titled "Term," grants the System, as Lessee, exclusive control over the duration of the hub's tenancy within the property. Section 2 provides: "The term of this Lease shall be from July 1, 2024 until June 30, 2044. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in a writing signed by both parties, for 2 additional term(s) of 20 years each, on the same terms and conditions of this Lease, including rent and utility expenses." The System is the Lessee. Section 2 thus gives the System an option to extend the lease for two additional twenty-year terms at the same rent and on the same conditions.

49. By pairing Section 1's default carve-out with Section 2's renewal option, the draft Lease Agreement vested absolute discretion in the System to maintain the hub in Room 100Y in perpetuity—for up to sixty (60) years, through June 30, 2084—at a total nominal rental rate of one dollar ($1.00) per year, while incurring zero capital relocation costs.

50. Section 13 of the draft Lease Agreement, titled "Entire Agreement," functions as a complete integration clause, specifying that the lease sets forth the entire agreement between the parties, supersedes all prior oral or written undertakings, and contains all conditions concerning the premises. By delivering these identical integration terms to every respondent, RFP 2024-048 established an unambiguous baseline that preserved the System's long-term tenancy rights, and

contained no term creating any requirement that the System or successful purchaser relocate or pay for the Networkmaine hub's relocation.

51. RFP 2024-048, which includes the integrated draft Lease Agreement, establishes no mandatory timetable for relocation and imposes no mandatory financial burden, capital expenditure, or affirmative debt obligation upon the System. Under the explicit terms of the solicitation, the baseline operational condition—designated as Phase 1—requires only that the System continue operating the Networkmaine internet server hub within Room 100Y. Because Phase 1 maintains the hub in its existing footprint at a total nominal rental rate of one dollar ($1.00) per year, the core contractual baseline imposes zero construction costs, zero equipment relocation fees, and zero capital outlays upon the System. Furthermore, the draft Lease Agreement confirmed that the System would retain total administrative latitude to avoid all relocation expenditures throughout the lifespan of the transaction.

52. In sum, the relocation provisions set forth in the draft Lease Agreement under Phase 2 constitute a purely permissive, discretionary option reserved exclusively to the System, rather than a mandatory contractual duty or binding financial commitment. An unexercised option creates a non-binding right of election that imposes no present legal obligation, carries no enforceable debt, and requires no expenditure of public funds unless and until the option holder affirmatively chooses to exercise that right. By pairing a sixty-year nominal leasehold with an unexercised, non-binding relocation option, RFP 2024-048 expressly provided that the System

could operate the Networkmaine hub in Room 100Y for up to sixty years without incurring a single dollar in capital relocation costs.

53. Every respondent to RFP 2024-048 competed against the identical, publicly noticed baseline set forth in Addendum 4 and the incorporated draft Lease Agreement. By universally disseminating these procurement documents during the solicitation phase, the System established a uniform playing field in which all offerors evaluated the purchase of the Hutchinson Center subject to exactly the same leasehold constraints: a default condition under Phase 1 preserving the Networkmaine internet hub within Room 100Y for up to sixty (60) years at nominal rent, paired with a discretionary option under Phase 2 for the System to relocate the hub at its sole election. Consequently, all prospective offerors formulated their purchase price valuations and technical proposals under identical operational assumptions and contractual risk allocations.

54. During the solicitation process, the Church proceeded under the understanding that the scope of performance as to reserved equipment carve-out, encumbrances, and leasehold rights concerning the Networkmaine hub were subject to post-award negotiation. The Church answered the System's April 18, 2024 inquiry whether Addendum 4 altered its submission by advising the System that it did not, that the matter "would be negotiated with the winning proposal," and that the Church was "happy to lease the future space and also provide 24 hr access in the interim." The Church therefore offered to lease the System both the interim space in Room 100Y and a location for any Phase 2 structure, for $1.00 per year. The System

raised no objection to that answer. The System scored the Church's response after receiving it and ranked the Church first.

55. Both FHC-WA and WCAP likewise proceeded under the understanding that the scope of performance as to reserved equipment carve-out, encumbrances, and reserved leasehold rights concerning the Networkmaine hub were subject to post-award negotiation. Demonstrating this shared assumption, FHC-WA submitted proposed redlines to the Phase 1 provision of the draft Lease Agreement, striking the qualifying phrase "currently proposed to continue" and replacing it with affirmative language mandating that the "Lessee will continue the operation of the hub within the Hutchinson Center."

The Church's Purchase Proposal

56. On or around March 28, 2024, the Church timely submitted a proposal in response to RFP 2024-048 to the System to purchase the Hutchinson Center.

57. The Church's decision to respond to RFP 2024-048 directly built on its successful prior history at the facility. Between 2017 and 2020, the Church leased space at the Hutchinson Center, fulfilling all lease terms, financial obligations, and facility standards without dispute or default. This prior working relationship established the Church's status as a responsible, capable, and trustworthy entity.

58. In response to RFP 2024-048, the Church engaged in an extensive proposal preparation effort led by congregant Jason Stutheit. Among other things, the Church incurred proposal preparation costs and began to liquidate assets in order to make a competitive offer. For example, in June 2024, the Church sold real property

for $100,000 and sold a utility trailer and shipping container for $15,000 to fund its offer.

59. On August 1, 2024, TD Bank informed the Church that it was prepared to provide financing for $750,000 to acquire the Hutchinson Center subject to underwriting and approval.

60. The System and the Church held substantive discussions over the Networkmaine hub. On April 18, 2024, the System asked the Church whether Addendum 4, the "Networkmaine" hub requirement, changed its submission. Jason Stutheit, the Church's liaison for the RFP, responded: "It does not change our submission. As you had stated in a previous bid meeting this would be negotiated with the winning proposal. I am happy to lease the future space and also provide 24 hr access in the interim."

The Church's Winning Proposal

61. On August 14, 2024, Robin Cyr, the System's Senior Director of Strategic Sourcing, sent a letter by email to Jason Stutheit and the Church's pastor, Greg Huston, notifying them that the System "is awarding to Calvary Chapel Belfast the right to negotiate terms and conditions for RFP 2024-048 … because it produced the top-scoring response." The notice stated that it "does not constitute an agreement" and that the System "will proceed with the present award so long as it determines, in its sole discretion, that doing so is in the best interest of the University." No System officer ever determined that proceeding with the Church was not in the University's best interest; the award was rescinded on appeal.

62. The System obtained a formal appraisal valuing the Hutchinson Center at $2,520,000. In response to RFP 2024-048, all active offerors submitted purchase prices below this appraisal threshold: the Church offered $1,000,000 with $250,000 in earnest money and explicitly waived all inspection contingencies; WCAP offered $1,000,000 with $50,000 in earnest money; and FHC-WA submitted an alternative creative real property offer valued at $500,000.

63. Applying the multi-factor best-value criteria published in the solicitation, the System's evaluation team scored the Church's proposal highest at 94 out of 100 points, compared to WCAP's 82 points and FHC-WA's 76 points.

64. The next day, on August 15, 2024, the System publicly announced that it had selected the Church as the winning respondent.

65. RFP 2024-048's Award Deck—the written presentation that recorded the evaluation team's scores, ranking, and recommendation of award—outlined each respondent's treatment of the Networkmaine hub under the heading "other key considerations." The Church "has requested to negotiate the terms of Phase 2 regarding the building location, the annual lease is $1.00 for Phase 1 & 2 plus utilities." WCAP "requested to negotiate the terms of Phase 2, the annual lease is $2 per foot x 231 square feet plus utilities." FHC-WA "agreed to negotiate Phase 1 shared space lease to effectively meet the need of both parties, with option in Phase 2 to move to an external building on the property, location to be negotiated, lease is $1.00 paid 30 days of initiation of lease, plus utilities."

The Bigoted Backlash against the Church's Winning Proposal

66. The reaction to the System's announcement of the Church's winning proposal was immediate. Outraged that the System would sell the Hutchinson Center to a church with traditional biblical beliefs, donors, faculty and staff, alumni, and politicians unleashed a torrent of complaints to the Defendant Board of Trustees, UMaine's President, and the System's procurement officers.

67. One donor emailed the Board: "I am horrified to see that the UMS is planning to sell the Hutchinson Center to Calvary Baptist Church." She recited her family's ties to UMaine, noted that "we donate to the University every year," and closed: "So, yes, I am horrified. Shocked. Horrified."

68. One correspondent, Christopher Hyk, directly emailed Rachel Piper, the System's Chief Procurement Officer and Executive Director of Strategic Procurement and Services, tying the objection to the Church's beliefs and to money in the same breath: "The views held by this organization are antithetical to all humanists. In fact, they consider humanism to be Satanism. Look at their website." He invoked his neighbors' $1 million gift to the Hutchinson Center and larger gifts made through MBNA, told Piper that "[y]our board must be completely out of touch," and announced: "We will be directing our lawyer to remove the University from our will and hope that you will come to your senses." By demanding that the System "come to your senses," Hyk implied that future philanthropic support was contingent on the System's rescission of the Church's award.

69. Another donor wrote: "As a result of the University's behavior which was very much not in good faith, I will not be donating to the University anymore, not currently nor in the future. I want my name removed from all further correspondence or monetary solicitations. In the long run, the University of Maine will lose support, monetary and otherwise, from those who currently or would in the future, support the University."

70. A former Hutchinson Center employee emailed the Board, President Ferrini-Mundy, Rachel Piper, the System's public response address, and Robin Cyr, reminding them about the "many emails from people upset with the idea that UMS would even entertain the thought of selling FHC to Calvary Chapel…."

71. The spouse of a Professor Emeritus of the University of Maine wrote to the Board. The Professor Emeritus had spent thirty-eight years at the University as a teacher of teachers, associate dean of the College of Education, and director of an educational research center. The email said that selling the Hutchinson Center "to a religious organization" is "disappointing and we believe both contrary to what Fred Hutchinson would expect to be an appropriate use of the center."

72. A System instructor of two decades wrote: "As a member of the University community, I am appalled and horrified that you would sell a valuable Mid-Coast property to a group that espouses beliefs completely antithetical to our system mission. This is the only time in my two decades teaching for UMS that I have been ashamed to be a Black Bear."

73. A Belfast resident and University alumna told the Board and President Ferrini-Mundy: "As a resident of Belfast and an alumna of the University of Maine, I am dismayed by the recent decision to sell the Hutchinson Center to a religious institution."

74. A retired University of Maine graduate faculty member emailed the Board, President Ferrini-Mundy, and Robin Cyr by name: "It is very difficult to reconcile the sale of the Hutchinson Center to an organization that actively and publicly discredits science, and that undermines so many values claimed in the University of Maine's mission and land grant purpose."

75. An alumnus who had taught classes at the Hutchinson Center for the College Connection Program, holds a master's degree from the System, and whose parents both graduated from UMaine, wrote to President Ferrini-Mundy: "I am astounded that the University would consider selling the Hutchinson Center to this church. This decision would undermine education in our community. Please reconsider."

76. An alumna holding a doctorate from the University of Maine wrote to President Ferrini-Mundy, the Board, and Cyr urging the System to reconsider the award, noting that her mother, grandfather, uncle, cousins, and extended family are University of Maine alumni.

77. In all, the System received at least 135 comments and complaints about the Church's award. RFP 2024-048 was the first solicitation in Robin Cyr's experience as the System's Senior Director of Strategic Sourcing to draw such opposition. The

volume of complaints required the System to catalogue them and to prepare a formal response plan. The System had never taken those steps for any prior solicitation that Cyr administered. No prior award triggered donors to threaten to withhold contributions and sparked denunciations from faculty and alumni.

78. Local and state lawmakers carried the campaign against the Church into public view and into the machinery of the State. State Representative Stanley Paige Zeigler emailed President Ferrini-Mundy from an official legislature.maine.gov address and copied State Representative Alyssa Withee: "I am disappointed in the lack of transparency and hypocrisy involved in this sale. To take important public buildings whose costs were primarily covered by a donation and sell it to an entity that is exclusive and is going to set up a private religious school appears counterintuitive to the support of public education. I assume it is for the bottom line. When it came to the University System, I supported it for the last eight years in the legislature because I support the idea of a public education system. It would appear that it isn't a priority for you, especially in Waldo County."

79. President Joan Ferrini-Mundy served as the Initiative Sponsor for RFP 2024-048. The System's August 14, 2024 award notice provides that any contract executed pursuant to the RFP "is contingent on the ability of the parties to reach agreement on final terms and conditions and approval by the initiative sponsor." President Ferrini-Mundy personally received donor, faculty, alumni, and legislator objections to the Church's award, and she forwarded Representative Zeigler's email to Robin Cyr, the System's Senior Director of Strategic Sourcing, while the protests

were pending. The official who had final contract approval was the same official to whom donors, employees, alumni, and legislators addressed their demands that the award be rescinded.

80. After President Ferrini-Mundy forwarded Representative Zeigler's email to Robin Cyr, upon information and belief, Cyr interpreted that email as threatening financial support for the University of Maine System because of the award to the Church.

81. In March 2024, while RFP 2024-048 was open and the Legislature was considering LD 2231, a bill to transfer the Hutchinson Center to the City of Belfast, Maine State Senator Charles "Chip" Curry, who represents the legislative district that includes Belfast, stated publicly that "[a]t this point, transferring [the Hutchinson Center] from public access and gifting it to a religious organization, any religious organization, seems completely inappropriate." On August 21, 2024—one week after the award to the Church and while the award protests were pending—the *Portland Press Herald* republished that statement in its coverage of the criticism of the sale to the Church.

82. As a sitting member of the Maine State Senate, Senator Curry votes on the General Fund appropriations upon which the University of Maine System depends. Because the System relies on these state funds to sustain its core operations and submits its budget requests directly to the Legislature, *see* Univ. of Me. Sys. Bd. of Trs. Policy Manual § 103, Senator Curry holds recurring legislative leverage over the System. This authority equips him to directly influence whether the System

secures requested budget increases, whether restrictive policy riders attach to its funding, or whether appropriation measures advance through the Senate.

83. Along with his legislative leverage over the System's budget, Senator Curry serves on the board of directors of WCAP—a competing respondent to RFP 2024-048 and the eventual resolicitation awardee. While RFP 2024-048 was open and WCAP was a respondent, Senator Curry publicly opposed conveying the Hutchinson Center to "any religious organization," and the *Press Herald* republished that statement during the protest period. By injecting anti-religious hostility directly into an ongoing administrative procurement, Senator Curry signaled to the System, which depends on his votes, that an award to a religious respondent would meet political opposition.

84. Most of the objections recited above arrived in the days after the August 15, 2024 announcement; by August 22, the System itself reported that "at least 135 citizen comments" had been sent since it announced the award. Upon information and belief, not one questioned the Church's purchase price, its earnest money, its waiver of inspection, or its offer to lease Room 100Y back to the System for one dollar ($1.00) per year. Upon information and belief, not one identified a defect in the evaluation criteria or in the scoring. Instead, the complainants attacked the Church for what it believes and for what it is, and their objections reached the Board of Trustees, President Ferrini-Mundy, Rachel Piper, and Robin Cyr—the governing board, the Initiative Sponsor whose approval any contract required, and the two procurement officers responsible for the solicitation and the protests. Consequently,

by the time the disappointed respondents filed their protests on August 19 and August 20, 2024, the System had before it a documented, unprecedented, and expressly hostile campaign demanding that it strip a church of an award that it had fairly won under the System's own published criteria and to do so solely on the basis of its religious beliefs.

85. In addition to the vitriol and complaints directed to the System's decisionmakers, members of the public launched a wave of hostile, anti-religious attacks against the Church in online forums and in media coverage of the award. Commenters targeted the Church's religious identity, labeling its congregation a "religious cult that believes in magical thinking," "hypocritical fake Christians," and a "[t]otal death cult." Another comment directly attacked the System for awarding the solicitation to a Christian entity, accusing the University of "[e]nabling a little fascist factory."

The Disappointed Respondents' Discriminatory and Improper Protests

86. The disappointed respondents, FHC-WA and WCAP, immediately filed award protests with Rachel Piper, the System's Executive Director of Strategic Procurement and Services.

87. APL VII-A establishes two levels of review of an award. A disappointed respondent may protest to the Executive Director of Strategic Procurement and Services within five business days of the notice of award. If the disappointed respondent is unsatisfied with the Executive Director's determination, it may then appeal to the Chief Facilities and General Services Officer within ten business days

of the Executive Director's written decision. The Chief Facilities and General Services Officer's decision is final. APL VII-A identifies no other officer as the second-level decisionmaker and contains no provision for substitution, delegation, or replacement upon recusal.

88. Section 2.5 of RFP 2024-048 likewise provides that disappointed respondents "may appeal the award decision by submitting a written protest to" the "Executive Director of Strategic Procurement and Services within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent."

89. On August 19, 2024, disappointed respondent FHC-WA submitted a bid protest letter to Rachel Piper, the System's Executive Director of Strategic Procurement and Services.

90. In its letter, FHC-WA attacked the Church's religious beliefs, suggesting that its beliefs disqualified the Church from the award. FHC-WA suggested that the lease agreement for the hub "is problematic" for the Church because the agreement provides that the "Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression…."

91. FHC-WA argued that the Church "cannot in good faith guarantee nondiscrimination as required in the Lease Agreement." In support of that sweeping, offensive, and discriminatory conclusion, FHC-WA declared that "CCB and its parent and sister organizations have advocated on their websites against non-male/female

sexual relationships and marriage." FHC-WA thus contended that, in its view, the Church "simply cannot" "warrant nondiscrimination under the Lease Agreement."

92. Aside from lobbing unfounded, bigoted accusations against the Church, FHC-WA argued that its proposal "provides higher value to the University, should have been scored higher than the other proposals, and should receive the award." FHC-WA valued its own offer at $1.9 million by assigning dollar figures to four asserted "value-added propositions."

93. One of those propositions was captioned "University donors." Section 2.2 of RFP 2024-048 and APL VII-A prohibit the System from considering donations or gifts to the University in evaluating responses. Nevertheless, FHC-WA argued that it represents "citizens who collectively donated millions of dollars for the construction of the Hutchinson Center," that "[s]election of our proposal would do much to honor past and future donors who will gain or regain the trust that the University will treat their donations with respect," and that "donor support to the University is priceless but we will assume a value in this case of $500,000."

94. A second proposition submitted by FHC-WA was captioned "Use of the Existing Hub." FHC-WA claimed that "[t]he other proposals acknowledge the University's intent to build a Phase 2 hub outside the existing building," whereas "FHC-WA's is the only proposal that encourages the University to continue to use the existing hub for the life of the lease," adding that "[n]o other proposals have expressed this commitment." Based on this demonstrably false assertion, FHC-WA demanded

that the System credit its proposal with an avoided expense that it asserted no competitor had offered.

95. FHC-WA supplied its own unverified figure for that avoided expense. Noting that moving the hub would be costly, FHC-WA stated that "[c]onsidering the management, planning, design, permitting, legal, construction and startup costs, we estimate that the cost of moving the hub will exceed $500,000." FHC-WA attached no engineering analyses, vendor quotations, bids, or supporting methodologies to this estimate.

96. FHC-WA then converted this hypothetical avoided expense directly into purchase price equivalence. It argued that "[a]voiding this move saves the University this money and puts our proposal on par with the others as, in effect, a cash offer for $1 million." In its summary, FHC-WA reiterated that "[t]he other proposers each offered $1 million with no added value to the University," while its own proposal offered "at least $1.9 million," consisting of "$1 million in cash and savings on the internet hub and at least $900,000 in strategic value." In substance, the entire argument operated as a request to credit FHC-WA's cash offer with five hundred thousand dollars ($500,000) while adding nothing to anyone else's.

97. FHC-WA's core premise of exclusivity was factually false. The Church had offered to negotiate terms while maintaining a $1 annual lease for the space, and the System's August 22, 2024 press release identified the Church's "$1 annual lease agreement in perpetuity for a carve-out of space" as a factor distinguishing the winning proposal. The Award Deck recorded that the Church "has requested to

negotiate the terms of Phase 2 regarding the building location, the annual lease is $1.00 for Phase 1 & 2 plus utilities." Because Phase 1 permitted the System to keep the hub in Room 100Y for as long as it chose not to exercise its relocation option, the Church's $1.00 lease already gave the System the ability to avoid any relocation cost. Multiple documents in the System's possession thus contradicted the single assertion upon which FHC-WA's hub argument depended.

98. Finally, FHC-WA's own arithmetic, if applied evenhandedly, would have widened the Church's winning margin. By valuing relocation avoidance at five hundred thousand dollars ($500,000) and adding it to its own five hundred thousand dollar ($500,000) creative offer to reach parity, FHC-WA ignored the fact that the Church offered a $1,000,000 purchase price together with a $1.00 annual lease covering Phase 1 and Phase 2, which—under the System's own draft Lease Agreement—allowed the System to keep the hub in Room 100Y for as long as it chose. Under FHC-WA's own logic, the Church's proposal was worth one million five hundred thousand dollars ($1,500,000) compared to FHC-WA's one million dollars ($1,000,000). This disparity demonstrated that FHC-WA applied its valuation metric exclusively to its own submission.

99. FHC-WA's bid protest was, in substance, an untimely specification protest, whatever label it bore. A specification protest is directed at the terms, criteria, evaluation methodology, or structure of the solicitation. The defect it asserts is apparent from the face of the solicitation, and it is therefore knowable to every respondent before responses are due.

100. Section 1.8 of RFP 2024-048 governs specification protests. It provides that any challenge asserting that specifications limit competition “shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.7.1.” The rule bars late challenges, stating: “No protest against the award due to the specifications shall be considered after this deadline.” Furthermore, Section 1.9.4 provides that “[b]y 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.”

101. FHC-WA’s award protest attacked the solicitation’s criteria: “After review of the scoring provided by your office after the award, we are concerned that the scoring system failed to reflect the substance of the Alternative Creative Real Property Offer under Appendix F that was submitted by FHC-WA.” It complained its offer had been scored “without a breakdown on what was evaluated,” that “[i]t is impossible to determine how points were assigned,” and that the criteria did not capture the monetary value of its “value-added propositions.”

102. Because these objections targeted Addendum 2—which the System published on February 5, 2024—they were procedurally defaulted. FHC-WA competed under those criteria for more than five months without noting an exception, only to object on August 19, 2024, weeks after the deadline had passed. Under Section 1.8, this belated challenge was entirely barred.

103. On August 20, 2024, WCAP, the other disappointed respondent, submitted a bid protest to Rachel Piper.

104. As with FHC-WA, WCAP attacked the Church for its religious beliefs, declaring that "[a] Church by its very design could be perceived as limiting to some in the community (real or perceived) and not in alignment with the University's intentions as outlined in its nondiscrimination section of the lease."

105. Presumably in contrast to its bigoted perception of the Church, WCAP touted itself as "an inclusive social service organization committed to education of and delivery of services to all" and that only its proposed use, not the Church's, was consistent with "efforts towards diversity and inclusion."

106. WCAP's award protest likewise constituted an improper and untimely specification protest. WCAP objected to the structural absence of any evaluation criterion rewarding an all-cash offer, specifically attacking the weight assigned to earnest money by asserting that "when a CASH offer is provided Earnest Money is irrelevant" and that "the points awarded appear to favor earnest funds rather than a CASH offer." Because those challenges targeted the evaluation criteria published in Addendum 2 on February 5, 2024, they were procedurally barred. Under Section 1.8 of RFP 2024-048, any objection to the solicitation's specifications had to be raised at least five business days before the proposal submission deadline, prohibiting any protest against the award based on specifications after that date has passed.

The System's Procurement Expert Affirms the Church's Award

107. Rachel Piper is the System's Chief Procurement Officer and Executive Director of Strategic Procurement and Services, and thus was responsible for reviewing the disappointed respondents' award protests. Piper responded to FHC-WA's award protest on August 20, 2024, and to WCAP's award protest on August 21, 2024.

108. Upon information and belief, Rachel Piper is an expert in public procurement with over 30 years of experience. APL VII-A charges her with "the administrative responsibility for the procurement process of all purchases of $50,000 or more for all universities and the System office." In her capacity as Executive Director, Piper "provide[s] advisory and consultative services to the universities in such areas as product evaluations, product/service specifications, price comparisons, user/vendor mediation, and training in appropriate UMS procurement procedures."

109. As the System's strategic sourcing and procurement expert, Piper thoroughly reviewed both protests, the solicitation, its addenda, and the evaluation record, and issued a written decision to each protester. She stated the governing principle in her decision to WCAP: "RFP evaluation teams, evaluate proposals on how well they meet the outlined specifications and evaluation criteria. The evaluation team must use the evaluation criteria as it is provided in the RFP to the Respondents, in this case the criteria is outlined in RFP Addendum 2 as noted in the above table."

110. Piper addressed FHC-WA's challenge to the scoring of the Alternative Creative Real Property Offer by reproducing the published allocation. Her decision

noted that "RFP Addendum 2 provides the evaluation criteria for the three (3) types of offers: Real Property Sale Offer, Lease Offer, and Alternative Creative Real Property Offer," outlined the distribution assigning ten points to Appendices A and B, ten points to Appendix C, and eighty points to Appendix F, and confirmed that Addendum 2 detailed the applicable 100-point scale. She also explained the intent behind the category: "The Alternative Creative Real Property Offer option was added by the University to allow for individuals/entities who may not have the financial ability to provide conventional offers for sale or lease to respond to the solicitation for consideration."

111. Piper answered FHC-WA's objection to the evaluation methodology: "A consensus approach was used for the evaluation of each appendix and the assignment of evaluation points. All scores assigned reflect the collective opinion of the voting members of the evaluation team. All potential respondents were permitted to ask questions and seek clarity about scoring and performance metrics through the duration of the RFP process." Piper thus rejected FHC-WA's challenge because the evaluation criteria had been published to every respondent, every respondent could have sought clarification before submitting, and none did.

112. Piper rejected FHC-WA's claim that its proposal uniquely offered value on the hub. She found that "[a]ll Respondents agreed to lease the internal space in room 100Y to Networkmaine" and that "[a]ll Respondents agreed to provide for" the Phase 2 option, "including FHC-WA." She rejected FHC-WA's proposal to share Room 100Y, explaining that "[i]n practice the University Networkmaine

telecommunications rooms are not shared environments" and that sharing "introduces risk to the network and to the entities which are served by the network." She added that "[n]one of the proposals received resulted in any reconsideration of the need for Phase 2."

113. Piper rejected FHC-WA's attack on the Church's religious beliefs, emphasizing that "[t]he University of Maine System is a public institution subject to state and federal laws, including the First and Fourteenth Amendments, which protect against discrimination and uphold freedoms of religion and speech," that "[i]n previous agreements with the awardee for space at the Hutchinson Center, they have adhered to the University's nondiscrimination standards," and that "[t]o date, there has been no evidence or claims of discrimination by the awardee." She concluded: "The University does not, and will not, make decisions based on discriminatory criteria, including the content of a respondent's constitutionally protected religious speech. No new information has been presented to suggest that the awardee is, or will be, in violation of the nondiscrimination obligations required for the use of the Hutchinson Center."

114. Piper dismissed FHC-WA's cost-avoidance argument as an impermissible attempt to inject unannounced criteria, explaining: "Value-Added Propositions in a procurement process are often referred to as cost avoidance or switching costs. If the University had planned to consider either cost avoidance or switching costs, the RFP would have declared that fact in RFP Addendum 2 with associated points for the evaluation." Piper's conclusion establishes that an unscored

"value-added" claim does not constitute a valid award defect but represents an unadvertised specification that an offeror waived by failing to challenge before the proposal submission deadline.

115. Piper's explanation confirms that RFP 2024-048 operated as a competitive negotiation rather than a price-maximizing auction. In a standard sealed bid, invitations dictate fixed specifications where awards turn strictly on price and named price-related factors, whereas in a negotiated RFP, an agency may only weigh non-price value if it publishes the specific evaluation factor and its corresponding points prior to the proposal deadline.

116. Piper concluded her review of FHC-WA's award protest by stating: "After a thorough review of the solicitation process and all related requirements, I have determined that the award will be upheld as originally issued."

117. Piper answered WCAP's argument that its all-cash offer deserved additional credit by clarifying the limits of the published framework: "The points associated with the financial offers submitted as Real Property Sale Offers were evaluated as described in the RFP Addendum 2. The type of funding vehicle for the offer was not a criterion to be scored."

118. Piper dismissed WCAP's reliance on matters outside of its formal documentation, emphasizing the strict confines of administrative review: "We cannot consider or evaluate items outside of the submission," and reinforcing that "[w]e can only consider items that are submitted as part of a formal submission."

119. Piper answered WCAP's bigoted argument that a church is inconsistent with the University's mission: "The award decision was based on the specific criteria outlined in the RFP as noted earlier in this review. The respondent's philosophy and mission etc. were not a criterion in the RFP that was evaluated or scored in connection with a Real Property Sale Offer." Her decision to WCAP carried the same nondiscrimination paragraph as her decision to FHC-WA.

120. Piper concluded her review by stating: "After a thorough review of the solicitation process and all related requirements, I have determined that the award will be upheld as originally issued."

121. On August 22, 2024, the System issued a press release announcing that it had rejected the award protests and "will move forward in negotiating a final agreement for the sale of the Hutchinson Center" to the Church, "the organization that submitted the highest-scoring proposal."

122. According to the System's press release, "[k]ey factors" that distinguished the Church's winning proposal included:

- "The top-scoring proposal offered a $1 annual lease agreement in perpetuity for a carve-out of space so the UMS can continue to maintain internet connectivity for midcoast schools, libraries and community centers through a NetworkMaine access hub historically located at the center. This was more favorable than the proposal from WCAP, which offered to lease the space back to the System at a rate of $2 per square foot annually."

- "The top-scoring proposal waived the right to inspect the property before the sale. As the university has publicly disclosed, there was water damage due to burst pipes in the building in February."
- "The top-scoring proposal offered $250,000 in earnest money, five times the offer of the second-highest bidder."

123. After again explaining why the Church received the highest score, the System offered a "response" to "at least 135 citizen comments" that "have been sent to the System about the pending sale." Relevant here, the System stated: "The university cannot discriminate, including on the basis of religion. Doing so would be against the law and inconsistent with the university's commitment to inclusion."

124. The mention of legal prohibitions against religious discrimination indicates that the intensity of the religious animus against the Church raised enough concern for the System to publicly assert that—up to that point—it was adhering to anti-discrimination laws.

The Disappointed Respondents Appeal to Defendant Ryan Low

125. After Rachel Piper, the System's procurement expert, rejected FHC-WA's and WCAP's award protests, the disappointed respondents filed second-level appeals on September 3, 2024.

126. APL VII-A provides that a respondent whose protest is resolved unfavorably may file an appeal with the Chief Facilities and General Services Officer within ten business days of the date of the written decision of the Executive Director

of Strategic Procurement and Services. The determination of the Chief Facilities and General Services Officer is final.

127. At all relevant times, Gretchen Catlin was the System's Chief Facilities and General Services Officer. But Catlin was deeply involved in developing RFP 2024-048, so in February 2024, while the solicitation remained open, she recused herself from the second-level-appeal role for RFP 2024-048.

128. FHC-WA's and WCAP's appeals landed on the desk of Defendant Ryan Low, the System's Vice Chancellor for Finance and Administration. Upon information and belief, Defendant Low has worked for the System for over 15 years and has served as its Vice Chancellor for Finance and Administration for approximately nine years.

129. Upon information and belief, Defendant Low is not an expert in strategic sourcing and procurement, and he seldom decides procurement appeals. Upon information and belief, in his fifteen years at the System, Low has sat as the final decisionmaker only on eight to twelve occasions.

130. When he decided the appeals, Defendant Low knew of the campaign against the Church. He knew that much of the opposition attacked the Church for its religious beliefs concerning marriage and sexuality and accused the Church of intolerance. Upon information and belief, he knew that UMaine donors, faculty, alumni, and legislators had objected to the award because the buyer was a church. And upon information and belief, he knew that donors were threatening to withdraw their financial support if the System did not rescind the Church's award.

131. Defendant Low reviewed FHC-WA's and WCAP's appeals and RFP 2024-048's complex administrative record on or about September 11, 2024, and issued his formal determination just twenty-four hours later on September 12, 2024. Low denied WCAP's appeal, granted FHC-WA's appeal, and summarily rescinded the Church's winning award.

132. Despite the significant stakes of a multi-factor negotiated procurement governing the disposition of public real property—which legally and procedurally demands rigorous, methodical review of published evaluation metrics, statutory compliance, and constitutional obligations—Defendant Low rushed through the entire process in a single day.

133. Defendant Low knew or should have known immediately upon opening the appeal letters that both disappointed respondents' filings were infected with religious animus and improper political pressure. Rather than presenting legitimate, objective grievances regarding procurement procedure, the appeal letters openly leveraged hostility toward the Church's religious identity, seeking to weaponize the System's appellate process into a vehicle for enforcing religious discrimination.

134. Given the patently offensive, highly inappropriate, and discriminatory character of these submittals, the only legally sound and diligent justification for a brief administrative review would have been for Defendant Low to summarily dismiss both appeals out of hand as facially invalid and tainted by religious animus.

135. In its appeal letter, which was signed by ten individuals, FHC-WA told Defendant Low that "tempers and frustrations with the award decision are running

high in the community and presumably within the University of Maine as well." It asked that his "review will result in a change in the award, ameliorate this situation and put the community and the University back on the same path together." The situation to be "ameliorated" was the Church's award.

136. FHC-WA accused the System of "unfortunately demonstrating stubborn closemindedness in the service of an institution with an opposite mission." The "institution" is the Church, and "opposite mission" is a characterization about the Church's religious beliefs, identity, and teaching. This accusation lays bare the religious animus infecting its protest. By framing Piper's adherence to procurement standards as "stubborn closemindedness," FHC-WA was demanding that the System set aside its policies and proceed to violate the Church's constitutional rights simply to appease the religiously hostile demands from UMaine stakeholders and the "community." FHC-WA thus was asking Low to treat the Church's "mission" as disqualifying and to treat reversal as open-mindedness.

137. FHC-WA quoted the University President's July 15 statement about concluding the process "in a way that advances the interests of both the community and our public university," and wrote that "[t]here is no indication of any criteria used to evaluate how the selection would advance the interests of the community." The premise was that an award to the Church did not advance those "interests."

138. As for the Networkmaine hub, FHC-WA proposed "to allow use of the existing Networkmaine internet hub to remain within the Hutchinson Center for the life of the hub lease and to work together with the University to share the space

effectively to meet the needs of both parties." It added that Addendum 4 "does not state that exclusive use is required," that consideration of the hub "seems to have been something of an afterthought," and that "FHC-WA's estimate of $500,000 may, in fact, be low."

139. FHC-WA again falsely asserted that "[n]either of the other proposers has expressed awareness of the details, other possibilities for the internet hub or a willingness to allow the internet hub to remain in place for the life of the lease." In reality, the Church had offered to lease the hub space to the System for one dollar ($1.00) per year for Phase 1 and Phase 2, and Phase 1 allowed the System to keep the hub in Room 100Y for as long as it declined to exercise its relocation option.

140. FHC-WA then warned Defendant Low—the System's chief finance officer—about the potential financial consequences of proceeding with the Church's award. Under the heading "University Donors and the Community," FHC-WA cautioned that "[t]he method of disposition of the Hutchinson Center will be a litmus test for donors on how their wishes and donations to the University may be treated in the future," and that if the University proceeded, it "risks losing donations far in excess of the value of the Hutchinson Center."

141. Characterizing the Church's purchase of the Hutchinson Center, and thus Defendant Low's decision, as "a litmus test for donors" served as an explicit threat. FHC-WA was alerting Low that donors would punish the System financially for selling the building to a church, and that he should weigh those punitive costs in adjudicating the appeal. The underlying premise was clear: in the eyes of these

donors, the Church's religious beliefs rendered it an unacceptable owner, and unless Low reversed the award, the financial and reputational fallout for the System would be severe and would be the fault of the chief financial officer of that System.

142. FHC-WA also weaponized the organized public opposition against the Church's award. Quoting the System's own August 22 press release reporting "at least 135 citizen comments," FHC-WA gave notice that "[t]he community is paying close attention and the community cares." By informing Defendant Low that "[t]he community is paying close attention," FHC-WA was warning him that the court of public opinion was scrutinizing his every move and would judge his ruling accordingly. The point: affirming the Church's award would betray the "community"—the donors, alumni, faculty, neighbors, and the disappointed respondents—whereas rescinding the award would appease the "caring" community.

143. FHC-WA urged Defendant Low to "do the right thing- terminate the current award and make a new award to the Future of the Hutchinson Center Steering Committee and Waterfall Arts." If the "right thing" meant rescinding the Church's award, then the "wrong thing" would be rejecting FHC-WA's discriminatory appeal and allowing a church with "an opposite mission" to acquire the Hutchinson Center.

144. FHC-WA closed its appeal to Defendant Low with the assurance that he "will not be disappointed." That passing remark functioned as a promissory social exchange, dangling anticipated approval from the "community" that is "paying close attention"—contingent on Low delivering FHC-WA's desired outcome. The remark

also sought to supply Low with psychological cover ("saving face") for rescinding the Church's award. Canceling a completed award would inherently create cognitive dissonance for an agency administrator: Low would be overturning a lawful determination that the System's Chief Procurement Officer had just upheld in favor of the highest-scoring, fully responsible, and responsive offeror—the Church. FHC-WA's explicit assurance that Low "will not be disappointed" cushioned that disfavored action with the promise of a post-decision narrative where capitulation to FHC-WA's threats of donor reprisals and intensified community backlash could be masked as prudent decision making.

145. WCAP's appeal likewise took aim at the Church's religious beliefs and status, urging Defendant Low to make his decision not by reference to RFP 2024-048's published evaluation criteria, but by reference to the University's "mission" and WCAP's preferred "community." WCAP implored Low: "If the University is true to its intention on what is best for the community and University, please reconsider this award," further insisting that Low "ensure adherence to the University's mission to public education and accessibility for all supporting diversity and inclusion in your decision and ongoing for the location." Through this rhetoric, WCAP directly implied that the Church's Christian faith is inherently incompatible with the University's educational mission, that "diversity and inclusion"—as weaponized by WCAP—necessarily exclude a congregation holding the Church's religious beliefs, and that a decision "true" to the System required stripping the awarded property from the Church.

146. This anti-religious narrative was reinforced in the formal protest text WCAP incorporated into its appeal, which deliberately contrasted WCAP's secular identity with the Church's religious character: "Given the nature of the entities making offers WCAP by its nature is an inclusive social service organization committed to education of and delivery of services to all." By framing its appeal in these terms, WCAP signaled to Defendant Low that the Church, by its very "nature" as an evangelical Christian body, is non-inclusive, unfit to serve the broader public, and an improper recipient of public property. WCAP held itself out as the ideologically compatible entity whose institutional identity aligned with the System's values, while painting the Church as a religious outcast whose beliefs disqualified it from executing a real property contract with a state agency.

147. WCAP leveraged this discriminatory presumption in its appeal, reproducing its bigoted insinuation that the Church would engage in unlawful discrimination: "A Church by its very design could be perceived as limiting to some in the community (real or perceived) and not in alignment with the University's intentions as outlined in its nondiscrimination section of the lease." WCAP directly paired this unsubstantiated assertion with an explicit demand that Defendant Low ensure "adherence to the University's mission to public education and accessibility for all supporting diversity and inclusion in your decision." Read together, WCAP's appeal urged the System to grant an unconstitutional preference to a secular bidder solely because the top-scoring offeror was a Christian church.

148. To put a final point on how the Church's religious views warranted rescinding the award, WCAP noted that if the System would "think about the true intent of the location and its mission … this should be a different choice." This demand directly mirrored the public declarations of WCAP board member State Senator Curry, who denounced conveying the Hutchinson Center to a "religious organization" as "completely inappropriate."

149. As alleged above, Defendant Low reviewed the appeals on or about September 11, 2024, and issued his decisions the next day granting FHC-WA's appeal and withdrawing the Church's award. Although a multi-factor negotiated RFP governing the disposition of public real property requires careful, methodical balancing of published evaluation metrics, statutory compliance, and constitutional obligations, Defendant Low took only a single day to review the disappointed respondents' appeals, the RFP, its addenda, the Lease Agreement, the three proposals, the two protests, and the Chief Procurement Officer's two decisions, and issue his decision to rescind the Church's award.

150. Defendant Low was intrigued by FHC-WA's post-hoc argument that its proposal to retain the Networkmaine hub on-site represented a "value-added proposition" worth $500,000 that the evaluation process had supposedly failed to score. Upon information and belief, and in the alternative, Low seized on that argument because it offered a facially neutral basis to rescind an award that had drawn intense opposition.

151. Disregarding the terms of the Lease Agreement, which specified that relocation was an "option" for the System to exercise, Defendant Low reached out to the System's Chief Information Officer and asked whether leaving the hub in place was realistic and workable, to which the Chief Information Officer answered that it was realistic and that he would be comfortable with the arrangement.

152. Defendant Low then asked the Chief Information Officer for a breakdown of FHC-WA's $500,000 figure, resulting in an estimate supplied by the Executive Director of Networkmaine by email that remarkably—and perhaps not coincidentally—approximated FHC-WA's $500,000 figure by accounting for moving fiber optic cables, a new generator, electrical work, site preparation, and construction of the new building. Upon information and belief, the estimate was not supported by any engineering analysis, bid, or quotation, and it had never been disclosed to the respondents.

153. Defendant Low adopted FHC-WA's self-serving characterization. Disregarding the plain language of the concurrent Lease Agreement—which designated relocation of the Networkmaine hub as a discretionary "option" for the System to exercise at its election—Low treated relocation as a cost the System would necessarily incur, and he accepted FHC-WA's premise that FHC-WA alone had offered a way to avoid it.

154. Defendant Low failed to exercise reasonable diligence to verify these claims. Had Low compared FHC-WA's claim with the Church's proposal and the Award Deck, which were before him, he would have seen that FHC-WA's claim of

exclusivity was false. The System's own Award Deck recorded that the Church offered a lease rate of "$1.00 for Phase 1 & 2" to accommodate Networkmaine on-site, and WCAP's administrative filings similarly confirmed its "full support of the retention of the HUB at this location." By failing to diligently evaluate the record and instead adopting FHC-WA's false narrative, Low relied on a known factual misrepresentation to withdraw the Church's award. In the alternative, Low knew the claim was false and relied on it anyway.

155. In rendering his decision, upon information and belief, Defendant Low disregarded the effect of the plain terms of the concurrent Lease Agreement, which established that relocating the hub was strictly optional for the System. The Lease Agreement sets the lease term from July 1, 2024 to June 30, 2044, providing that it "may be extended at the option of the Lessee" for two additional twenty-year terms. Because the System is the Lessee, these contractual provisions—read together with the Phase 1 and Phase 2 terms—guaranteed the System the absolute right to keep the Networkmaine hub in Room 100Y for up to sixty years at a nominal cost, incurring zero relocation expense.

156. Upon information and belief, Defendant Low overlooked the Lease Agreement, or failed to comprehend or register the legal rights conferred by the discretionary word "option." Operating as the final administrative decisionmaker, Low inexplicably failed to realize that moving the hub from Phase 1 to Phase 2 was optional at the System's sole discretion. Instead, Low misconstrued Addendum 4 as though it mandated an expedited relocation, never finding out whether the Lease

Agreement obligated the System to move the hub at all. Low did not consult the Chief Procurement Officer, who had just rejected FHC-WA's argument, and he did not ask the Church whether its $1.00 lease would permit the hub to remain in Room 100Y. Either inquiry would have confirmed that the supposed $500,000 relocation cost was an expense the System could decline to incur at its discretion.

157. Rather than deferring to the reasoned, expert findings of the Office of Strategic Procurement—which had thoroughly vetted the proposals and formally upheld the award to the Church—and without providing the Church any notice or opportunity to respond to FHC-WA's false representations, Defendant Low summarily reversed course and rescinded the System's top-scoring award to the Church.

158. Defendant Low informed the Church's liaison, Jason Stutheit, by letter that he had rescinded the original award to the Church. The letter stated that it was "in response to two second appeals" submitted by FHC-WA and WCAP. Low noted WCAP's protest had no merit, but FHC-WA's protest had "merit … with regards to the Networkmaine internet hub."

159. Defendant Low offered no explanation addressed to the Church; his letter attached his decisions on the two appeals and asserted that, "[a]s outlined in our Administrative Practice Letter VII-A … all decisions by the Vice Chancellor for Finance and Administration are final."

160. Defendant Low then stated that he "will be directing the System's Office of Strategic Procurement to work with UMaine to determine their desired next steps

for soliciting offers to purchase or facilitate the transfer of the property, whether by facilitating a new RFP process, which would appropriately take into account both the real and potential value of all aspects of the proposals including those that related to Networkmaine, or listing with a pre-qualified commercial broker."

161. Defendant Low articulated his rationale for stripping the Church of its award in a September 12, 2024 decision letter to FHC-WA, asserting that, "after a thorough review, I agree with your assertion that the evaluation criteria did not allow for due consideration of all materially relevant financial details associated with both the real property sale and the maintenance in perpetuity of the Networkmaine internet hub."

162. By adopting FHC-WA's post-award objection as the basis for rescission, Defendant Low improperly converted an untimely specification protest into a post-hoc rationalization to deprive the Church of its fully vetted, high-scoring award. Under the established terms of RFP 2024-048 and Addendum 2, the System published a binding, multi-factor 100-point evaluation framework that strictly governed all submissions. Under fundamental procurement law and the System's own administrative rules, an agency cannot declare its own published scoring criteria legally deficient after the fact merely because a disappointed respondent demands the retroactive introduction of unadvertised scoring metrics, such as unannounced "cost avoidance" values.

163. Defendant Low quoted Addendum 4's statement that relocating the hub, "while involving initial investment, is anticipated to be less costly for the University

of Maine System compared to relocating the hub off-site," concluding that FHC-WA's offer to allow the hub to "permanently remain within the existing building would significantly reduce the cost of site work, new construction and relocation for the System."

164. Defendant Low's reliance on Addendum 4 to claim that relocating the hub incurred unavoidable capital costs—and his assertion that FHC-WA's offer to let the hub remain would significantly reduce site work and new construction—rests on a fundamental misreading of the procurement documents and the draft Lease Agreement. The System's draft Lease Agreement explicitly provided that relocating the hub was an "option" reserved exclusively for the System to exercise at its discretion over a potential sixty-year lease term. Because the System had the contractual right to leave the hub in Room 100Y for the life of the lease at zero capital cost, the relocation expense was never a mandatory public liability. Treating a discretionary lease option as a mandatory financial burden, and using its existence to declare the solicitation structurally defective, is flatly contradicted by the plain text of the Lease Agreement and constitutes an arbitrary abuse of discretion.

165. Defendant Low then addressed Rachel Piper's August 20, 2024 determination, concluding that she "dismissed FHCSC-WA's claim about 'its value-added proposition' because the university's original RFP and related evaluation criteria had not taken so-called cost avoidance into consideration." Yet Low summarily brushed aside her core procurement finding, writing: "While that is true, as Vice Chancellor for Finance & Administration, I uniquely appreciate that the

avoidance of hundreds of thousands of dollars in relocation expenses presents clear financial and operational benefits that are decidedly in the best interests of the System and thus should have been valued in the criteria by which all proposals were scored."

166. That rationale reveals a fundamental misunderstanding of public procurement law that renders his decision arbitrary and capricious as a matter of law. By faulting the RFP for omitting an unannounced scoring metric for cost avoidance, Low improperly treated RFP 2024-048 as if it were a rigid, low-bid sealed procurement rather than a flexible, multi-factor negotiated RFP. In traditional competitive sealed bidding, an agency is strictly bound by a fixed specification where award follows a mechanical, price-only formula, and evaluating unannounced criteria is prohibited. Conversely, an RFP is fundamentally predicated on the agency's right to negotiate. The competitive negotiation framework explicitly authorizes public agencies to engage in discussions with top-ranked offerors to optimize value, scope, and terms—including the proactive negotiation of cost avoidance—after proposals are submitted and scored against published criteria.

167. Chief Procurement Officer Piper correctly applied this settled procurement distinction, finding that value-added propositions and switching costs cannot be retroactively injected into the evaluation criteria to displace published scoring rules. An agency cannot invalidate a completed, lawful evaluation by complaining that its own published criteria failed to capture every conceivable post-selection financial nuance. By manufacturing a retroactive "deficiency" out of the

RFP's structural reliance on pre-announced criteria—and penalizing an awardee because the agency failed to score unadvertised switching costs—Low substituted his own arbitrary standard for the published RFP framework.

168. Defendant Low next addressed the remainder of FHC-WA's submission, writing: "Though I found your other assertions to be entirely unsubstantiated, for this reason, I am obligated to rescind the original award." He concluded his decision letter by claiming: "Please know that my final decision is specific to a single deficiency of the evaluation criteria and is not a reflection on the merits of the proposals submitted by any respondent or any other aspect of the university's process."

169. Defendant Low's explicit finding that FHC-WA's "other assertions" were "entirely unsubstantiated" was a transparent attempt to insulate the System from liability while executing a discriminatory mandate under the thin guise of technical deficiency. Having recognized that FHC-WA's appeal was overwhelmingly meritless and infused with improper, discriminatory arguments designed to exclude the Church based on its religious character, Low was legally and ethically obligated to reject the appeal in its entirety. Rather than dismissing an appeal he knew to be tainted by religious animus, Low selectively extracted a single, post-hoc technical rationale to hand FHC-WA the exact outcome it demanded—the rescission of the Church's award.

170. After receiving the decision, Pastor Huston emailed Defendant Low and Rachel Piper, writing that it was "very disappointing that the groups that were not

awarded the RFP had two separate appeal windows, over the course of almost a month and yet the church gets no such opportunity."

171. At 4:55 p.m. that afternoon, Rachel Piper replied: "[T]he Vice Chancellor's decision is final. As the Award has been rescinded, there is no Award subject to protest. If the Vice Chancellor had upheld the Award, no further protests or appeals would have been permitted." The System thus afforded FHC-WA and WCAP two levels of administrative review across approximately one month, yet it afforded the Church none.

172. On the same day that Defendant Low issued his decision rescinding the Church's award, the System issued an official press release announcing that it would cancel and restart the procurement process for the Hutchinson Center, citing purported structural deficiencies in the original evaluation criteria. The System asserted that "the System houses a Networkmaine internet hub inside the Hutchinson Center that the RFP noted would need to be relocated in the event of a sale, ideally into a to-be-constructed outbuilding on the property." The System also claimed that "[w]hile other respondents proposed favorable property lease arrangements and access as solicited in the RFP, [FHC]-WA suggested that the hub could permanently remain within the existing building." The System concluded: "Because only the purchase price and not the longer-term financial benefit of that proposal could be considered based on the scoring criteria set at the start of the RFP process, the System concluded the criteria for evaluating so-called 'alternative creative real property offers' was materially deficient."

173. The System's press release also contained the following statement from Defendant Low:

> As Vice Chancellor for Finance & Administration, I uniquely appreciate that the avoidance of hundreds of thousands of dollars in relocation expenses presents clear financial and operational benefits that are decidedly in the best interests of the System and thus should have been valued in the criteria by which all proposals were scored. Please know that my final decision is specific to a single deficiency of the evaluation criteria and is not a reflection on the merits of the proposals submitted by any respondent or any other aspect of the university's process.

174. Upon information and belief, Defendant Low actively directed, authored, approved, or substantially contributed to the draft language and core substantive messaging in the System's September 12, 2024 press release. The public statement directly mirrored Defendant Low's internal appeal determination, adopting his specialized administrative framing and repeating the precise, post-hoc "cost avoidance" rationale he manufactured to grant FHC-WA's appeal. By coordinating the immediate dissemination of this official narrative, Defendant Low sought to publicly validate his administrative intervention, control the post-rescission media coverage, and establish a pre-packaged public justification designed to conceal the discriminatory animus and political pressure that drove the reversal.

175. That Defendant Low shaped the press release's messaging is evident from its text, which reproduces his decision letter nearly word for word. The messaging also violates fundamental principles of public procurement law. First, after proposals are submitted and scored, the agency must live with the criteria it published, or cancel only for a genuine, documented defect that made a fair award impossible. It may not invent a new factor, call the old scheme deficient, and use that

label to displace the highest-scored offeror. Allowing an agency to scrap a completed procurement simply because it discovered post-award that an unadvertised metric—such as retroactive "cost avoidance"—was not mechanically scored creates an unbridled, subjective mechanism for arbitrary cancellations and pretextual decision making.

176. Second, the System's assertion that it was legally hamstrung because "only the purchase price... could be considered" fundamentally conflates rigid, price-only sealed bidding with a flexible, multi-factor negotiated RFP. Under standard competitive negotiation principles, a negotiated RFP framework explicitly authorizes the agency to refine lease terms, operational space, and hub retention arrangements with the top-ranked offeror—the Church—during post-selection negotiations. Claiming that the solicitation was structurally defective because it failed to score unadvertised value-added options at the start misconstrues the fundamental nature of negotiated procurements.

177. Third, FHC-WA's post-award objection to the RFP's treatment of the hub was, in substance, an untimely protest of the solicitation specifications. Established procurement rules mandate that any challenge to published scoring methodologies or terms must be raised before the proposal submission deadline. By entertaining an untimely specification challenge from a disappointed respondent after the scores were tallied, and using it as the sole driver to invalidate a completed award, Defendant Low subverted the administrative finality that procurement rules are designed to protect.

178. Finally, the System's press release framed FHC-WA's proposal as a unique financial benefit that the original RFP could not capture, ignoring the administrative record that established that the Church had already offered a nominal lease rate of "$1.00 for Phase 1 & 2" and that under the draft Lease Agreement the System could keep the hub in Room 100Y at that rate for up to sixty years at zero capital expense by declining to exercise its relocation option. Relying on a demonstrably false factual premise to declare the solicitation "materially deficient" demonstrates that the System's official justification was premised on material falsehoods.

179. Upon information and belief, donors, alumni, and faculty celebrated the System's decision to rescind the Church's award, and backed off their threats to withhold financial support. For example, after the System rescinded the Church's award, Amy Smith, a Senior Lecturer at the University of Maine and a former assistant director of the Hutchinson Center, emailed the Board of Trustees to "thank" them "for allowing the FHC to be open to bidders again." She wrote that she had been "very disappointed with the prospect of a Christian Nationalist group setting up a foundational school in the area" and that "[i]t would be a disgrace for the FHC to end up as a conduit for this kind of ideology." The professor then accused the Church—falsely—of "spreading fear and lies," having "anti LGBTQ views," and spewing "Qanon aligned disinformation."

The System's Resolicitation of the Hutchinson Center

180. On October 4, 2024, the System issued a new request for proposal concerning the Hutchinson Center, RFP 2025-031, with responses due November 1, 2024.

181. Resolicitation after proposals have been publicly exposed is highly disfavored. Once proposals have been scored and a winner named, the competitors' prices, earnest money, contingencies, and treatment of reserved interests are no longer secret. A second solicitation of the same property lets every offeror bid against the first competition rather than against published and neutral criteria for which they all participated blindly. Cancellation and resolicitation after prices are exposed, absent a cogent defect that made the first competition prejudicial, is an affront to the integrity of the procurement process.

182. RFP 2025-031 solicited only real property purchase offers and eliminated the lease offer and alternative creative real property offer categories.

183. RFP 2025-031 allocated 85 points to purchase price, ten points to contingencies, and five points to the Networkmaine lease cost. It computed the purchase price score by dividing the offer by the appraised value and multiplying by 85, and provided that "[p]urchase price offers above the appraised value may score higher than 85 points." The purchase price component was uncapped.

184. RFP 2025-031 also outlined a mandatory leaseback provision for the Networkmaine hub. The new RFP required the winning respondent to lease back 120 square feet of data closet space to the System for an annual fee of no more than

$3,000. This lease term would extend for five years, three five-year renewals that the System confirmed would be "at the sole discretion of UMS." The System thereby obtained through RFP 2025-031 the hub-in-place arrangement that the Church's $1.00 Phase 1 lease had already made available to it under RFP 2024-048 and at a cost of 3,000 times higher than the Church's original award.

185. On October 17, 2024, the System released an information sheet entitled "Addendum #2" to the RFP 2025-031, which specified that the System now plans to share the data closet for the Networkmaine hub with the new owner and states that these terms would be negotiated with the successful respondent. The System's willingness to negotiate with the new RFP directly contrasts with how the System abruptly rescinded the Church's award over purported relocation costs without engaging in negotiations. Yet now, the System is willing to negotiate with the winning respondent shared access to the space that had been grounds for rescinding the Church's award.

186. Addendum #2 also expressed the System's flexibility in response to multiple questions around negotiating the lease terms and covering utility costs related to the hub. In contrast with the System's post-award treatment of the Church, issues the System deemed would materially alter the scope of the proposal are now considered negotiable—despite no material changes to the logistics.

187. In short, RFP 2025-031 and its addenda reveal that the System was now willing to negotiate flexible terms for leasing the hub space, which contradicts its

previous position that such lease negotiations would materially alter the nature and scope of the proposal.

188. On October 14, 2024, the Church's legal counsel sent the System a demand letter, warning that the rescission of the Church's award was impermissible religious discrimination. The letter demanded that the System (1) pause all consideration of the second RFP, (2) rescind the System's improper and unlawful cancellation of the first RFP, and (3) resume the post-award negotiations with the Church under RFP 2024-048.

189. On October 21, 2024, the System's legal counsel sent a letter defending the decision to rescind the Church's award. The System claimed that the rescission was necessary due to flaws in the original evaluation criteria, particularly concerning the financial implications of relocating the Networkmaine hub. The letter framed the rescission as consistent with state procurement policies, emphasizing that the decision was based on business considerations rather than any discriminatory intent.

190. In a good-faith attempt to resolve the dispute without resorting to litigation, the Church submitted a proposal pursuant to RFP 2025-031.

191. The Church's revised proposal included a significantly increased purchase price of $1.1 million, a marked improvement over its initial $1 million bid under the original RFP. To specifically address the System's purported concerns about the Networkmaine hub, the Church's proposal also offered to provide a free lease for the data closet space, eliminating any financial burden to the System for

maintaining the hub on the property. The Church also offered to pay for all utilities relating to the Networkmaine hub.

192. As with RFP 2024-048, the three respondents were the Church, FHC-WA, and WCAP.

193. WCAP raised its offer from $1,000,000 to $3,060,000. FHC-WA raised its offer from $500,000 to $1,800,000.

194. That WCAP and FHC-WA each more than tripled their offers after the Church's initial bid was exposed is a definitive example of why cancellation and resolicitation are among the most drastic, disruptive, and disfavored remedies in public procurement. Rescinding a valid award inflicts severe competitive prejudice on the winning respondent who expended substantial resources to submit a compliant, winning proposal. Canceling an RFP and initiating a resolicitation destroys the confidentiality of the procurement process because the cancellation exposes the original awardee's offer, thereby giving disgruntled competitors an unearned advantage.

195. Each respondent to RFP 2024-048 priced its offer in ignorance of the others—and under the provision that there would be no best and final offer (known in procurement as BAFO) and no later modification. After Low rescinded the Church's award at FHC-WA's and WCAP's behest, the disappointed respondents obtained the Church's $1,000,000 price, $250,000 earnest money, and the point scores those terms produced, which allowed them to more than triple their offers.

196. On November 15, 2024, the System notified the Church's pastor, Greg Huston, that WCAP was the winning respondent to RFP 2025-031.

197. The System awarded the Church 50.43 points, FHC-WA 69.04 points, and WCAP 113.21 points on a stated 100-point scale.

198. WCAP's proposal scored highest overall due mainly to its purchase offer of $3,060,000—more than three times its initial offer of $1,000,000 in response to RFP 2024-048.

199. The mathematical formula established in Section 2.1.2.1 of RFP 2025-031 operated to make the purchase price the only criterion capable of affecting the outcome. By dividing each offer by the appraised value of two million five hundred twenty thousand dollars ($2,520,000), multiplying by eighty-five (85), and imposing zero ceiling on purchase price scores, the System created a metric where WCAP's inflated bid of three million sixty thousand dollars ($3,060,000) yielded one hundred three and twenty-one hundredths (103.21) points for purchase price alone. This single score exceeded the entire one hundred (100) point scale before any other criterion was even evaluated, resulting in a total score of one hundred thirteen and twenty-one hundredths (113.21) points.

200. The System scored the Church 5.00 of 5 points on the Networkmaine Lease Cost criterion and scored FHC-WA and WCAP 0.00. The System's consensus scoring document stated that the Church "offered to cover Networkmaine's utility costs, which would represent an estimated $187,310.81 cost savings to the University over the course of the five-year lease," and that "[a]s the lowest cost to the University,

Calvary Chapel's 'Networkmaine Lease Cost' bid, Appendix F, was awarded the full five points." Although every respondent agreed to lease the data closet back at no rent, only the Church also offered to absorb the System's utility costs, and the Church was the only respondent to earn any points in the category devoted to the issue Defendant Low had identified as the sole ground for the rescission of the original RFP. However, because an uncapped criterion could entirely consume and surpass the maximum possible scale, the fifteen (15) points allocated to contingencies and Networkmaine lease costs were mathematically nullified, rendering the Church's perfect score on the Networkmaine lease cost criterion meaningless.

201. FHC-WA lost the second competition just as it had lost the first, but this time it did not protest. Instead, on November 15, 2024, after the System announced WCAP as the winning respondent, FHC-WA issued a public statement congratulating WCAP. Even though it had won the appeal to Defendant Low that caused him to rescind the Church's award, and even though WCAP's winning proposal scored zero on the Networkmaine lease cost, FHC-WA did not criticize the decision or file an award protest. Instead, it congratulated WCAP for its "strong bid." FHC-WA's public statement congratulating WCAP demonstrates that its primary objective was to cause the System to rescind the Church's winning proposal.

202. On November 20, 2024, the Church submitted an award protest to Rachel Piper, the System's Executive Director of Strategic Procurement and Chief Procurement Officer, challenging the award to WCAP and the score assigned to the Church's response.

203. Piper denied the Church's protest by letter dated December 2, 2024.

204. On December 5, 2024, the Church submitted its second-level appeal to Ryan Low, Vice Chancellor for Finance and Administration.

205. Low denied the appeal by letter to Pastor Greg Huston dated December 17, 2024. He wrote that "the consensus scoring summary reinforces that WCAP best met the established criteria because their proposed purchase price of $3.06 million was well above the other offers of $1.8 million and $1.1 million, they required no contingencies, and they agreed to lease back the Networkmaine data closet to the System."

206. By concluding that WCAP "[b]est met the established criteria," Defendant Low effectively acknowledged that he treated RFP 2025-031 as a competitive negotiated procurement. This position contrasts with his treatment of RFP 2024-048 and the Church's award, which he rescinded because, in his words, unscored cost avoidance "should have been valued," even though Addendum 2 had already established the criteria. In rescinding the Church's award, Low treated RFP 2024-048 as a sealed-bid hunt for bottom-line savings and the second as a best-value comparison to published factors.

207. The Church exhausted the System's administrative remedies. Low denied the Church's appeal by letter to Pastor Greg Huston dated December 17, 2024, and stated in that letter that his decision was final under Administrative Practice Letter VII-A. The System made no further review available. To the extent APL VII-

A assigns the second level of review to the Chief Facilities and General Services Officer, the System never made that officer available to any respondent to either RFP.

ALLEGATIONS OF DEFENDANTS' DISCRIMINATORY CONDUCT

208. By rescinding the Church's award, Defendants intentionally discriminated against the Church on the basis of its religious identity and beliefs.

A. By granting FHC-WA's animus-laden appeal, Defendants effectuated the discriminatory demands of religiously hostile donors, alumni, and community members.

209. By granting FHC-WA's appeal—which was rife with religious animus against the Church—Defendant Low effectuated the discriminatory designs of FHC-WA and its external supporters, including UMaine donors, alumni, and local community members.

210. The administrative letters filed by FHC-WA (and WCAP) relied heavily on thinly veiled religious animus and religiously coded phrasing designed to delegitimize the Church because of its beliefs. In their initial award protests, FHC-WA and WCAP directly targeted the Church's religious identity, asserting that its faith-based mission rendered it unfit to hold the contract. FHC-WA argued that the Church could not in good faith comply with the lease's non-discrimination covenant, basing this accusation entirely on hostile assumptions about the Church's traditional views on marriage and human sexuality. WCAP similarly asserted that a church, "by its very design," "could be perceived as limiting to some in the community" and as "not in alignment" with the University's non-discrimination principles.

211. When Chief Procurement Officer Rachel Piper correctly rejected these improper, faith-based objections, FHC-WA and WCAP carried these identical, anti-

religious arguments directly into their appeals to Defendant Low. In its filings, FHC-WA repeatedly used divisive rhetoric, framing the Church as an incompatible outsider whose presence threatened the community and undermined UMaine's values. FHC-WA warned Defendant Low of widespread community outrage, claimed that "tempers and frustrations with the award decision are running high," and urged him to "ameliorate this situation and put the community and the University back on the same path together" by revoking the Church's award. By claiming that a Christian organization's presence would tear apart the community, FHC-WA appealed directly to religious bigotry.

212. Defendant Low's complete reliance on FHC-WA's submissions demonstrates that FHC-WA's religious animus was the proximate cause of the rescission. In a span of less than twenty-four hours, Low reviewed FHC-WA's appeal, discounted the Chief Information Officer's confirmation that the internet hub could comfortably remain in place, and, after the Chief Information Officer confirmed that the hub could remain in place, treated that confirmation as a reason to rescind the Church's award rather than to ask whether the Church's $1.00 lease already allowed it. He never contacted the Church and never invoked the negotiation process of Section 2.4.

213. Low did not independently originate the cost-avoidance theory; he imported it wholesale from FHC-WA's animus-infected appeal. Low thus functioned as the direct administrative instrument of FHC-WA and its religiously hostile network of supporters, carrying out their discriminatory intent to strip the Church of

its award. Low's wholesale execution of FHC-WA's strategy establishes an unbroken causal chain between private religious bias and official government action, rendering the rescission of the Church's award an unconstitutional act of religious discrimination.

214. Defendant Low's complete adoption of FHC-WA's demand served as an unlawful "heckler's veto," allowing private religious bias and donor pressure to override competitive public procurement laws and constitutional mandates. Rather than defending the integrity of the System's seven-month competitive evaluation process—which the Church won decisively on neutral, published criteria—Defendant Low allowed external hostility toward the Church's religious beliefs to dictate administrative policy. By converting FHC-WA's bigoted campaign into official state action under the guise of fiscal oversight, Defendant Low ratified private animus, violated the System's duty of religious neutrality, and deprived the Church of its validly awarded contract at least in part to appease an influential, vocal opposition.

215. Defendant Low's decision to entertain and validate an appeal driven by religious animus violates basic administrative neutrality and undermines core protections for religious liberty. Government officials cannot serve as tools for private bias or give official backing to religious intolerance. When handed appeal papers filled with religiously coded hostility and warnings of public backlash, Defendant Low should have rejected them immediately. Instead, he granted FHC-WA's appeal and carried out exactly what it wanted—the Church gone. In doing so, he turned private religious hostility into state action.

B. The historical background and specific sequence of events leading up to Defendant Low's decision shows that Defendants withdrew the award in response to the unprecedented religiously hostile demands of the disappointed respondents, donors, faculty, alumni, politicians, and community members.

216. The historical background and specific sequence of events surrounding RFP 2024-048 demonstrate that the rescission of the Church's award was not the result of a routine administrative review, but a direct capitulation to an aggressive, coordinated campaign of religious animus.

217. Following the news that the Church was the highest-scoring offeror, the System was immediately targeted by a fierce public outcry spearheaded by disappointed respondents, state legislators, prominent university donors, faculty members, alumni, and community members. This vocal coalition did not base its opposition on legitimate procurement irregularities; instead, it targeted the Church's traditional Christian religious beliefs and doctrine, demanding that state officials intervene to block a religious institution from acquiring the Hutchinson Center. The public and internal backlash was so severe that System officials were forced to catalogue the complaints then formulate a formal crisis management plan to handle the fallout.

218. This intense public backlash escalated into direct, improper, and unprecedented pressure on System leadership, creating an atmosphere of severe political and financial leverage. Donors threatened to withhold major financial contributions, legislators publicly condemned the selection, and community members inundated UMaine leadership with pressure to overturn the competitive selection process. Throughout this pressure campaign, the disappointed respondents openly

articulated religious hostility, asserting that the Church's presence was unwelcome in the community and incompatible with UMaine's mission. Defendant Low was fully aware of this mounting public hostility and the specific religious animus driving the opposition to the Church's winning submission.

219. State Senator Charles "Chip" Curry further amplified this discriminatory pressure by leveraging his direct legislative authority over the University's operational budget. Defendants placated Senator Curry by awarding RFP 2025-031 to WCAP, of which the Senator is a board member. That fact exposes the blatant conflict of interest and political cronyism animating the entire sequence of events. Upon information and belief, having leveraged his legislative authority over the System's budget, Senator Curry successfully positioned his own organization to secure the property in the subsequent solicitation.

220. The specific sequence of events leading to the September 12, 2024 decision also confirms that Defendants acted in response to this discriminatory pressure. In the initial weeks after the award, System officials—including Chief Procurement Officer Rachel Piper—consistently defended the integrity of RFP 2024-048, correctly dismissing FHC-WA's initial protests as legally baseless attempts to inject unannounced evaluation criteria into a closed procurement. However, as political pressure and threats of financial retaliation from anti-religious objectors intensified, Defendants abandoned standard procurement practices and undertook an irregular, top-down intervention that, in both purpose and effect, appeased the hostile donors, alumni, and faculty and yielded their desired result.

221. Rather than upholding the lawful results of an open, multi-factor procurement, Defendant Low intervened to override Chief Procurement Officer Piper's expert determination, manufacturing a retroactive defect to justify rescinding the award. This sudden reversal occurred without any new factual development regarding the property or the submissions, but precisely at the height of the public opposition campaign. Defendant Low selectively seized upon FHC-WA's post-award "cost avoidance" argument—a technical theory Piper had already rejected as improper under public procurement law—as a convenient administrative pretense to withdraw the Church's top-ranked award and accommodate the discriminatory demands of the secular objectors.

222. Upon information and belief, Defendant Low rescinded the Church's award at least in part in response to the financial threats by UMaine donors and alumni. As Vice Chancellor for Finance and Administration, Low was uniquely sensitive to the fiscal pressure exerted by disgruntled donors, alumni, and politicians. These financial threats were immediate and quantifiable, involving withheld gifts and canceled bequests. FHC-WA exploited this vulnerability in its appeal, warning Low that the disposition of the property served as a "litmus test for donors" and cautioning that the System risked losing donations "far in excess of the value of the Hutchinson Center." Upon information and belief, Defendant Low concluded that stripping the Church of its award was necessary to protect the System's reputation and financial stability.

C. The decision to rescind the Church's award was rife with procedural irregularities.

223. Defendant Low adjudicated and rescinded the Church's winning award based on a starkly one-sided administrative record assembled in a single day. He conducted a cursory review of the file on or about September 11, 2024, and issued his rescission determinations on September 12, 2024. In doing so, Defendant Low summarily dismantled a meticulous, seven-month administrative procurement process. Over those seven months, the System had drafted the solicitation, issued four detailed addenda, circulated a draft Lease Agreement for public comment, extended the submission deadline twice, convened a specialized evaluation team, scored three heterogeneous responses against published criteria by consensus, and documented its final determination in a formal Award Deck. Defendant Low undid this entire administrative record between one afternoon and the next. And although he accepted appeals from the two disappointed respondents, he sought no input, response, or clarification whatsoever from the Church.

224. A one-day turnaround of a complex, multi-factor procurement record is fundamentally inconsistent with meaningful administrative review. Operating with unreasoned dispatch, Defendant Low failed to grasp that RFP 2024-048 was a flexible, competitive negotiation rather than a rigid, bottom-line-cost bid. He sustained an untimely specification protest—which was strictly barred under Section 1.8 of the RFP—and improperly treated it as a valid award challenge. He then vacated a completed, lawful competitive award for failing to score an unadvertised metric that the published criteria never contained. This logic belongs exclusively to a

sealed-bid auction, completely subverting the negotiated procurement framework the System had published and conducted.

225. The administrative appeals filed by FHC-WA and WCAP were invalid and strictly time-barred specification protests. Under Section 1.8 of RFP 2024-048, any challenge or protest regarding the solicitation's terms, evaluation criteria, or procedural specifications had to be submitted in writing no later than five business days before the proposal submission deadline. Section 1.8 explicitly prohibited the System from entertaining any late specification challenge. Neither FHC-WA nor WCAP filed a timely specification protest regarding the Networkmaine hub, the draft lease terms, or the absence of an explicit "cost-avoidance" line item in the scoring grid before the proposal deadline. Their post-selection appeals—which relied on these un-scored operational details coupled with explicit anti-religious animus toward the Church—were flatly barred.

226. By submitting proposals, both disappointed respondents legally waived their right to challenge the solicitation criteria. Pursuant to Section 1.9.4 of the RFP, every respondent, by submitting a proposal, agreed to and affirmed the adequacy, fairness, and lawfulness of the solicitation specifications. Having competed under those published terms without timely objection under Section 1.8, FHC-WA and WCAP were legally bound by the scoring criteria and barred from challenging the rules of the competition after losing. Chief Procurement Officer Piper correctly applied these mandatory rules when she dismissed their initial protests.

227. Whether Defendant Low personally understood the distinction between an award protest and a time-barred specification protest is legally irrelevant; administrative decisions are judged by objective legal standards, not an official's subjective unfamiliarity with governing administrative rules. If Low acted in ignorance of Section 1.8 and Section 1.9.4 when reviewing FHC-WA's appeal, his failure to review the solicitation's explicit procedural terms or seek guidance from Piper before dismantling a seven-month competitive procurement process renders his 24-hour reversal manifestly arbitrary and capricious. By overriding the System's procurement experts to grant an untimely, procedurally improper appeal, Defendant Low either intentionally subverted the procurement rules to achieve a discriminatory outcome or acted with reckless disregard for the governing procurement principles. Under either posture, his decision to rescind the Church's award was unlawful.

D. The rescission of the Church's award was a substantive departure from standard procurement policies and the RFP's terms.

228. In rescinding the Church's award, Defendant Low substantively departed from the System's published evaluation criteria by mischaracterizing a multi-factor competitive procurement as a search for bottom-line price savings. Low's post-hoc rationale—a purported "cost-avoidance" deficiency in the solicitation—improperly treated RFP 2024-048 as a rigid competitive sealed bid to be awarded strictly on financial metrics. RFP 2024-048 was published as a competitive Request for Proposals. It solicited three distinct categories of responses, weighted purchase price at only forty of one hundred total points, and allocated the remaining sixty points to non-price criteria. The competitive evaluation structure designed by the

System measured the complete merits of each submission, and the Church decisively won the competition by a twelve-point margin over the runner-up.

229. Because it invited alternative structures—such as long-term leases and creative real-property proposals—RFP 2024-048 was structurally designed to solicit unconventional offers over immediate, top-line capital realization. The System's decision to publish specific, weighted scoring tables in Addendum 2 for these non-sale categories confirms that the procurement was never intended to operate as a net-cash auction. Any alternative lease or creative proposal inherently generates a lower upfront cash payment than an outright fee-simple purchase. Yet the System's criteria deliberately allowed non-sale proposals to compete directly with cash purchase offers, assigning sixty percent of the total scoring weight to non-price criteria.

230. By retroactively faulting the scoring outcome because a creative proposal or lease option yielded a different financial architecture than a simple cash sale—or because it required balancing long-term lease terms against upfront purchase proceeds—Defendant Low improperly penalized the Church for responding directly to the flexible parameters the System itself established. Elevating immediate cash metrics or unscored financial side-effects above the published multi-category framework subverts the solicitation's explicit design. Doing so violates the core procurement principle that an agency must evaluate proposals against the flexible metrics it advertised, rather than discarding those metrics post-selection simply because the chief financial officer did not like how the RFP was drafted, or because the outcome drew religiously biased outrage from donors, alumni, and faculty.

231. Defendant Low's rescission thus constituted a substantive departure because it withdrew a fully responsive competitive award based on an unadvertised factor that the solicitation never scored. Addendum 2 to RFP 2024-048 published the exclusive point tables for sale, lease, and alternative creative real property offers, assigning zero points to "cost avoidance" or "switching costs." Chief Procurement Officer Rachel Piper, the System's designated procurement expert, correctly ruled—consistent with established procurement law—that if the System had intended to evaluate cost avoidance or switching costs, it was required to declare those metrics and assign specific point values in Addendum 2 before the proposal submission deadline. By elevating an arbitrary "cost deficiency" into a dispositive, award-canceling defect, Low violated established procurement rules, bypassed the negotiation phase, and fabricated a procedural flaw to invalidate the Church's winning proposal.

232. Defendant Low substantively departed from standard procurement practices by deeming the relocation of the Networkmaine internet hub as an absolute, mandatory requirement when the plain text of the draft Lease Agreement established that relocation was a unilateral option reserved exclusively to the System. Under the Phase 1 and Phase 2 provisions of the draft Lease Agreement, Room 100Y was designated for the hub during Phase 1, with an express operational mechanism governing any potential transition to Phase 2. The agreement granted the System, in its capacity as Lessee, the sole discretionary authority to extend the lease term for two successive twenty-year periods—effectively granting the System the absolute

right to maintain the hub in its existing footprint for up to sixty years at zero capital cost ($1.00/year).

233. Despite this clear contractual language, Defendant Low acted as though Addendum 4 compelled an immediate, mandatory off-site or on-site relocation. By treating a discretionary lease option as an unavoidable public liability, Low manufactured a $500,000 cost-avoidance "deficiency" out of thin air. In the context of public procurement, imputing a non-existent, mandatory financial burden onto a contract—while deliberately ignoring the plain contractual terms that eliminate that very burden—is erroneous and arbitrary as a matter of law.

234. Defendant Low's failure to apply the unambiguous "option" provisions of the draft lease demonstrates that his administrative review was detached from the underlying procurement record. His disregard for the express lease terms proves that his stated justification for rescinding Plaintiff's award was arbitrary, capricious, and legally unsustainable. Had Defendant Low conducted a diligent or objective review, the four corners of the Lease Agreement would have confirmed that the System was under no legal or financial compulsion to relocate the hub or expend $500,000 in public capital.

235. That the respondents implicitly understood or expected the Networkmaine internet hub to be relocated does not override the express terms of the RFP. Subjective expectations, unwritten assumptions, or informal administrative preferences cannot supersede the plain, unambiguous language of a published solicitation package. Thus, evaluating proposals or cancelling a valid award based on

unarticulated, extrinsic "expectations" regarding a hub relocation violates the fundamental procurement principle requiring all respondents to be judged against a common, published baseline. All offerors competed under the published parameters of the draft Lease Agreement, which defined relocation as a discretionary option rather than a mandatory performance requirement. Imposing an unwritten requirement after the close of bidding to disqualify or penalize the winning respondent constitutes arbitrary agency action.

236. Any reliance on an expected relocation is further undermined by the technical record and the Church's submission. The Church offered to lease the hub space for $1.00 per year for both Phase 1 and Phase 2, which permitted the System to keep the hub in Room 100Y for as long as it declined to relocate. On or about September 11, 2024, the System's Chief Information Officer formally confirmed to Defendant Low that maintaining the hub in Room 100Y was an entirely realistic, operational arrangement with which he was comfortable. By transforming a zero-cost, discretionary option—formally endorsed by his own Chief Information Officer—into a mandatory, award-canceling defect, Low sidestepped the plain language of the System's legal instruments and manufactured a post-hoc rationalization to withdraw the Church's lawful award.

237. Defendant Low substantively departed from the administrative negotiation procedures established by the System's own solicitation. Section 2.4 of RFP 2024-048 explicitly authorized the System to engage in post-selection negotiations with the top-ranked offeror—the Church—to finalize contract terms,

refine operational details, and optimize the final agreement before execution, and it contemplated withdrawal of the award only if "an acceptable contract cannot be negotiated." The System never attempted to negotiate.

238. In a competitive negotiated procurement like RFP 2024-048, a public agency and the selected top-ranked respondent are allowed to engage in post-selection negotiations over cost avoidance. Unlike rigid competitive sealed bidding, the RFP process permits an agency to negotiate with the top-ranked offeror on fully disclosed operational terms—such as lease options, maintenance responsibilities, and site placements—to refine contract language, eliminate future financial exposure, and secure public cost savings before execution.

239. While immediate cost savings focus on reducing the base contract price, cost avoidance represents a proactive, strategic mitigation of future financial liabilities. Extracting concessions from the winning respondent through post-award negotiations is a standard and expected exercise of the agency's fiduciary duty during a competitive negotiation. Consequently, Defendant Low's characterization of a negotiable, post-selection cost-avoidance opportunity as an un-scored "deficiency" misapplies sealed-bid standards to a negotiated procurement because it converts a standard post-award optimization into an arbitrary rationalization to invalidate a lawful award.

240. Negotiating to lock in fiscal protections (known as "optimization" in procurement law) with the winning respondent does not constitute a material deviation from the RFP or significantly alter its scope or requirements. The RFP's

package expressly incorporated a draft lease agreement granting the System the discretionary authority either to maintain the Networkmaine hub within the Hutchinson Center for up to sixty (60) years or, at its option, to relocate the hub to a newly constructed outbuilding. All prospective offerors were therefore placed on legal and operational notice of the option's existence and its underlying conditions.

241. Securing cost avoidance during post-selection negotiations about a fully disclosed operational condition—specifically, the continuous placement and occupancy of the Networkmaine server hub within Room 100Y—would not alter the RFP's requirements or scope. Because all prospective offerors submitted proposals against a common baseline and were placed on equal notice of the draft Lease Agreement's terms, engaging in post-selection negotiations with the Church to guarantee that the server hub remained in place at $1.00 per year (thereby eliminating any potential $500,000 Phase 2 relocation outlay) constituted a permissible post-award refinement. Bargaining to refine the specific mechanics or financial impact of that term with the winning respondent represents the precise, intended functioning of the competitive negotiation process: taking an established, publicly noticed procurement requirement and aggressively negotiating to secure the most fiscally advantageous iteration of that term for the public agency.

242. Defendant Low inverted this fundamental procurement framework to manufacture a defect in RFP 2024-048. Rather than recognizing that the $500,000 relocation scenario was a fully disclosed discretionary option subject to post-selection

optimization, Low arbitrarily characterized the absence of an unannounced, upfront scoring metric for “cost avoidance” as a fatal flaw in the solicitation itself.

243. Negotiating the avoidance of the $500,000 relocation cost with the top-ranked respondent during the post-selection phase is a legitimate and customary element of the competitive negotiation process. The absence of an explicit line-item formula factoring the $500,000 relocation expense into the quantitative price scoring does not render the solicitation fatally defective or justify its cancellation where all offerors evaluated the disclosed draft lease under a common baseline.

244. An agency’s post-selection reliance on cost-avoidance negotiations about a fully disclosed discretionary option as a justification to cancel an otherwise valid solicitation constitutes an arbitrary, capricious, and legally unsupported departure from established public procurement law.

245. The RFP permitted the parties to negotiate lease provisions, refine tenant obligations, and eliminate unnecessary capital outlays without rescoring the original solicitation, so long as the negotiations did not “significantly vary the content, nature or requirements of the proposal.” By insisting that an unbargained-for, post-selection financial optimization should have been retroactively injected into the pre-opening scoring grid, Defendant Low improperly evaluated a negotiated RFP through the rigid, mechanical prism of a sealed bid. Thus, Low substantively departed from standard procurement practices, the System’s procurement policies, and RFP 2024-048’s terms.

E. Defendant Low overruled the findings of the System's procurement expert, which is circumstantial evidence of discriminatory intent.

246. Defendant Low's abrupt, solitary decision to overrule the agency's professional procurement staff and subject-matter experts is circumstantial evidence of discriminatory intent. A decisionmaker's sudden departure from standard administrative procedures—specifically including the decision to bypass or overrule the unblemished findings of specialized, career agency experts—raises a strong inference of discriminatory intent. Throughout the evaluation of RFP 2024-048, the System's procurement professionals applied the objective scoring criteria published in the solicitation, thoroughly vetted the submitted proposals, and formally awarded the Church top-ranked status. The System's Chief Procurement Officer then reviewed and rejected the disappointed respondents' award protests, correctly determining that the RFP's scoring framework was legally sound, fully compliant with competitive negotiation rules, and binding on all participants.

247. Despite the unambiguous determinations of the agency's dedicated procurement experts, Defendant Low unilaterally overrode Chief Procurement Officer Piper's professional judgment. Defendant Low—who possessed no specialized training or primary administrative role in day-to-day public procurement—reached down into a completed competitive process to reverse the expert findings of his own staff. Defendant Low did not identify any technical calculation errors, fraud, or procedural misconduct by the evaluation committee. Instead, he manufactured a retroactive defect regarding Networkmaine hub "cost avoidance"—a precise theory that the agency's procurement experts had already evaluated and discarded as an

improper, post-hoc attempt to alter published scoring metrics. When a decisionmaker rejects the unanimous, reasoned conclusions of professional agency personnel to reach a contrary result that aligns perfectly with public political pressure and religious hostility, such an extraordinary procedural departure demonstrates that it was made at least in part with discriminatory intent.

F. Defendants' contemporaneous statements show that their decision to rescind the Church's award was made in bad faith and in reckless disregard of standard procurement procedures and System policies.

248. The System's dissemination of a materially false and misleading press release on September 12, 2024, to justify rescinding the Church's award, constitutes circumstantial evidence of Defendants' discriminatory intent and consciousness of guilt.

249. The press release claimed that the Networkmaine hub "would need to be relocated in the event of a sale, ideally into a to-be-constructed outbuilding on the property," asserting that relocation was a mandatory, unavoidable public expense. This statement is flatly disproved by the procurement record: the draft Lease Agreement explicitly granted the System an option to retain the hub in Room 100Y for up to sixty years at zero capital cost, proving that Defendants misstated the contractual terms and manufactured an artificial financial crisis.

250. The press release deceptively asserted that "[w]hile other respondents proposed favorable property lease arrangements... [FHC]-WA suggested that the hub could permanently remain within the existing building," framing FHC-WA's proposal as a unique innovation. In reality, the System's own Award Deck recorded that the

Church offered a nominal lease rate of "$1.00 for Phase 1 & 2 plus utilities," which under the System's own lease terms allowed the hub to remain in Room 100Y for as long as the System chose. Omitting the Church's offer from the public narrative demonstrates a conscious effort to mislead the public and sanitize the rescission.

251. The press release concluded that "[b]ecause only the purchase price and not the longer-term financial benefit of that proposal could be considered... the criteria for evaluating so-called 'alternative creative real property offers' was materially deficient." This rationale directly subverts fundamental public procurement law by improperly declaring pre-announced scoring rules "deficient" after the fact to retroactively score unadvertised metrics, entertaining an untimely post-award specification challenge, and conflating rigid sealed bidding with a flexible negotiated RFP that explicitly authorized post-selection lease refinements with the Church.

252. Manufacturing a retroactive defect out of standard RFP procedures and deploying a public narrative that flatly contradicts the objective record supports the inference that Defendants' official justification was a bad-faith cover story concocted specifically to appease unconstitutional religious bias and political capitulation.

G. Defendant Low's decision reflects an implicit bias against the Church's religious status and beliefs.

253. Establishing discriminatory intent does not require proof that Defendant Low harbored personal ill will, subjective malice, or direct hostility toward the Church or its members. Discriminatory intent is established where a state actor disregards a party's established rights or knowingly effectuates the unconstitutional

animus and bigoted demands of third parties. Even if Defendant Low acted solely out of financial prudence, institutional cowardice, or a desire to appease vocal donors and alumni, his deliberate decision to grant FHC-WA's bigoted appeal to strip the Church of its top-ranked award constitutes intentional discrimination as a matter of law.

254. Upon information and belief, Defendant Low, in his executive capacity as Vice Chancellor for Finance and Administration, acutely recognized the immediate and severe financial consequences threatened by the revolt of major donors, alumni, and state legislators following the announcement of the Church's award. Faced with explicit communications from legacy donors revoking bequests, removing UMaine from estate plans, and declaring an absolute end to financial contributions, Low engaged in a cold, cynical calculation: he determined that defending a single public procurement contract was small fry compared to absorbing the catastrophic loss of institutional funding from major donors and lawmakers.

255. In this improper financial calculus, Defendant Low's manufactured "cost avoidance" rationale takes on a whole new, sinister meaning. The purported $500,000 Networkmaine relocation deficit was never a bona fide procurement defect; it was a convenient administrative cover designed to avoid the far greater institutional cost of alienated donors and what FHC-WA called the risk of losing "even one significant endowment." Under immense fiscal pressure as the System's chief financial steward, Defendant Low made a business decision he thought was best for the System's balance sheet.

256. Savvy business decisions, however, do not override the United States Constitution. By choosing to sacrifice the Church's valid award to appease private, religiously motivated donor pressure, Defendant Low made an unconstitutional decision. Capitulating to a financial "heckler's veto"—no matter how significant the threatened donor loss—converts private sectarian animus into official state action, violating the First and Fourteenth Amendments as a matter of law.

257. On the flip side, Defendant Low's manufactured "cost avoidance" rationale is thoroughly undermined by the massive ongoing holding and operating costs the System incurs by delaying the transfer of the Hutchinson Center. According to the System's public financial disclosures for the facility, operating and maintaining the underutilized 30,500-square-foot complex imposes a recurring burden of $479,900 per year—which accounts for utilities, facility maintenance, and ongoing debt service on an $885,000 outstanding revenue bond. By abruptly rescinding the Church's winning RFP award to appease political opposition and public religious hostility, Defendant Low forced the System to continue hemorrhaging nearly half a million dollars annually in unnecessary carrying costs. Claiming to act in the institutional "best interest" to avoid theoretical one-time relocation expenses—while simultaneously saddling the System with $479,900 per year in holding costs for an empty property—exposes Defendant Low's financial justification as tenuous.

258. Even if Defendant Low was not overtly motivated by animus toward the Church, his decision reflects an implicit bias against the Church's identity and beliefs. Implicit bias refers to attitudes and stereotypes that operate outside a person's

conscious awareness and deliberate control, and that influence a person's perception, evaluation, and behavior. Such attitudes and stereotypes are acquired through repeated exposure to the associations prevalent in a person's social and professional environment.

259. Defendant Low's implicit personal and political biases motivated his decision to rescind the Church's award. Upon information and belief, Low has donated thousands of dollars to political candidates and causes whose positions on abortion and human sexuality contradict the Church's core religious tenets. Low's sustained financial support for organizations diametrically opposed to the Church's faith signals his membership in a social category with conflicting values. The attitudes attached to that social category implicitly influenced Low's allocation of credibility and fairness during his administrative review.

260. Defendant Low also rescinded the Church's award in response to his in-group preference for the disappointed respondents, UMaine's donors, alumni, and faculty members. In-group preference is the systematic extension of more favorable treatment to persons a decisionmaker perceives as members of a shared group, and of less favorable treatment to persons perceived as outside it. Group membership may be organized around any salient dimension, including political, religious, institutional, and social affiliation. The effect of in-group preference does not require hostility toward the disfavored party. Differential outcomes arise through the extension of assistance, credibility, and benefit of the doubt to in-group members, and through the withholding of those same advantages from others.

261. Defendant Low's failure to reject FHC-WA's appeal out of hand—despite its pervasive, religiously coded animus—demonstrates his tacit endorsement and ratification of those improper sentiments. Rather than repudiating FHC-WA's divisive rhetoric, threats, and warnings of community outrage, Low validated those actions by granting the appeal. By agreeing with FHC-WA's appeal and granting its requested relief, Low aligned himself with the institutional and political "in-group" for which FHC-WA spoke: a self-defined local "community" that viewed the Church as an incompatible outsider. Low's willingness to serve as the administrative vehicle for this community backlash confirms that he shared, ratified, and executed the disfavored out-group exclusion demanded by FHC-WA and its allies.

262. FHC-WA's own appeal letter provides direct evidence that it recognized Defendant Low as a fellow member of its institutional "in-group," deliberately tailoring its language to invoke shared ideological values, local solidarity, and a mutual obligation to protect the University community from a disfavored outsider. Rather than confining its appeal to technical procurement metrics, FHC-WA addressed Low not as a neutral administrative arbiter, but as an insider peer who shared its socio-political category. FHC-WA explicitly urged Low to "do the right thing" and "ameliorate this situation and put the community and the University back on the same path together," framing the Church's award as a collective trauma that threatened the shared harmony of their "in-group."

263. FHC-WA further exploited this shared membership by linking Defendant Low's fiduciary duties as Vice Chancellor for Finance to the fiscal interests

of the "in-group's" donors, warning him that the disposition of the Hutchinson Center served as a "litmus test for donors on how their wishes and donations to the University may be treated in the future." By deploying linguistically coded appeals to community cohesion, donor preservation, and shared institutional identity, FHC-WA signaled its confidence that Low would prioritize the collective outrage of his social and financial peers over the legal rights of an out-group religious institution. Low's immediate, uncritical acceptance of FHC-WA's framing confirms that FHC-WA's calculus was correct: he received the signal, acted as a member of the favored in-group, and granted the relief that they demanded—the rescission of the Church's award.

264. Low's in-group preference is confirmed by the fact that the objections that surrounded the review came from donors, alumni, faculty, and the losing respondents—persons the System treats as its valued stakeholders. They all demanded that the System rescind the Church's award. Low vacated the award that the stakeholders sought to undo, credited FHC-WA's framing, and did not test it against the party outside that group. Favor need not coincide with avowed hostility. It is enough that credibility, access, and the benefit of the doubt ran one way, and that the governing rules were read—and disregarded—to produce the result the in-group had asked for.

H. The discriminatory impact on the Church was real and foreseeable.

265. Whether Defendants' discriminatory intent was overt or implicit, the resulting constitutional and financial impact on the Church was severe, concrete, and unconstitutional. The Church was the sole religious respondent to RFP 2024-048 and,

upon information and belief, the only winning respondent in the System's procurement history to have its award summarily vacated following a sustained protest campaign from UMaine donors, alumni, faculty, and disappointed respondents.

266. The Church had won the competitive procurement outright by a substantial twelve-point margin under the objective scoring criteria drafted and applied by the System's own evaluation committee. As a direct result of Defendant Low's unlawful rescission, the Church was stripped of its award, denied the opportunity for post-award negotiations under Section 2.4, and forced to absorb financial losses.

267. In justifiable reliance on receiving the award, the Church had already liquidated core ministry assets—selling its real property at a $100,000 loss and disposing of essential capital equipment, including a utility trailer and shipping container for $15,000—funds and assets it cannot recover.

268. The discriminatory impact of Defendant Low's decision was demonstrably foreseeable. The System itself had already identified the third-party objections to the Church's winning proposal as unconstitutional demands for religious discrimination. In both first-level administrative protest decisions issued by Chief Procurement Officer Rachel Piper, the System formally announced that it "does not, and will not, make decisions based on discriminatory criteria, including the content of a respondent's constitutionally protected religious speech." Piper's unequivocal finding placed the System and Defendant Low on direct, written notice that

capitulating to these protests would infringe on the Church's First Amendment rights. Defendant Low proceeded to violate the Church's constitutional rights anyway.

269. Defendant Low personally reviewed the disappointed respondents' award protests and subsequent appeals, both of which were rife with explicit, religiously coded animus and demands to exclude the Church based on its theological tenets. Defendant Low was also fully aware that the System was facing unprecedented financial, political, and institutional pressure from legacy donors, University faculty, alumni, and state legislators to strip the Church of its award. Granting the appeal delivered to those donors, faculty members, legislators, and disappointed respondents the precise, discriminatory outcome each of them had demanded: the summary rescission of the Church's winning award and its total exclusion from a public procurement benefit.

I. Less discriminatory alternatives were available rather than rescinding the Church's award.

270. Defendant Low rejected *numerous* non-discriminatory, lawful alternatives in favor of a single, drastic remedy. Had Defendant Low acted in good faith, he could have upheld Chief Procurement Officer Piper's expert determination, dismissed the disappointed respondents' appeals as strictly time-barred under RFP 2024-048 Section 1.8, exercised the System's authority under Sections 1.0 and 2.2 to waive any minor irregularity, initiated the post-award negotiations expressly reserved under Section 2.4, sought simple written confirmation from the Church regarding Room 100Y, exercised the System's option to maintain the hub in place at

zero capital cost, or sought independent relocation estimates beyond Networkmaine's unverified figures. Instead, Defendant Low bypassed every lawful administrative remedy and granted the singular relief demanded by the religiously hostile, disappointed respondents and UMaine donors, alumni, and faculty.

271. The location of the Networkmaine hub was a matter left open for post-award negotiation. Under RFP 2024-048, the highest-ranked respondent earned the exclusive right to negotiate a finalized contract. Section 2.4 governed those discussions, restricting them to terms already contemplated within the four corners of the solicitation. The draft Lease Agreement circulated with the RFP reserved Room 100Y for Phase 1 while granting the System, as Lessee, the unilateral option to relocate the hub during Phase 2. The agreement further empowered the System to extend the lease term for two additional twenty-year periods, granting the System the right to maintain the hub in its existing footprint for up to sixty years. Finalizing this draft lease and determining whether to exercise the relocation option fell squarely within post-award negotiations and would not have altered the common baseline on which all offerors competed.

272. The Church had already extended this cost-saving bargain to the System. As recorded in the System's Award Deck, the Church offered to lease the hub space for $1.00 per year for both phases. Indeed, the System's August 22, 2024 press release cited this perpetual $1.00 lease as a primary justification for selecting the Church. On or about September 11, 2024, the System's Chief Information Officer confirmed to Defendant Low that keeping the hub in Room 100Y was an entirely

realistic arrangement with which he was comfortable. Yet Defendant Low never contacted the Church to confirm this offer, never initiated the post-award negotiations that are standard in competitive solicitations, and intentionally treated a discretionary lease option as an unavoidable $500,000 public expense to fabricate a basis for rescission.

273. The System's subsequent procurement actions conclusively prove that the hub's location was fully negotiable and that Defendant Low's justification was arbitrary, capricious, and at odds with standard procurement policies. In the resolicitation, RFP 2025-031, the System expressly required a five-year leaseback of the data closet and left the final terms of that lease to post-award negotiations with the winning respondent. Addendum 2 to RFP 2025-031 further confirmed that the System was willing to share the space. What the System never attempted to negotiate with the Church as the lawful winner of RFP 2024-048, it openly offered to negotiate with any future winner under RFP 2025-031. The hub's location was always negotiable under the original RFP, yet Low rescinded the Church's award rather than allow it to be negotiated, at least in part because the winning respondent was the Church.

J. Defendant Low's decision to rescind the Church's award was arbitrary and capricious.

274. Defendant Low's decision to rescind the Church's winning award under RFP 2024-048 was so utterly devoid of a rational basis, and so infected with procedural illegalities and substantive departures from normal procedures, that the

administrative action itself was sufficiently arbitrary and capricious to demonstrate discriminatory intent.

275. Defendant Low's action violated the governing Maine statutes and administrative rules regulating public procurements. Title 5, Section 12022(3)(A) of the Maine Revised Statutes requires the System to adopt competitive procurement as its standard procurement method. APL VII-A implements this statutory mandate by requiring that "all qualified vendors must be given an equal opportunity to compete for UMS business" and that all purchasing decisions "be made with integrity and objectivity, free from any personal bias or benefit." Defendant Low honored none of these binding directives. Instead, he withdrew a fully evaluated award from the highest-ranked respondent immediately in response to an appeal that attacked the Church's religious identity and warned of severe donor retaliation.

276. Defendant Low's decision to rescind the Church's award purportedly rested entirely on FHC-WA's central assertion that no other proposal committed to keeping the Networkmaine hub in place for the life of the lease. Defendant Low failed to recognize that FHC-WA's exclusivity claim regarding the hub was demonstrably false as applied to the Church, meaning the sole ground upon which he granted the appeal was a verifiable falsehood.

277. Defendant Low's decision had no reasonable basis in the administrative record. The draft Lease Agreement—drafted and issued by the System itself—explicitly granted the System a unilateral option to maintain the Networkmaine hub in Room 100Y and a unilateral option to extend the lease term for two successive

twenty-year periods. Under the express contractual terms, the System possessed the absolute right to keep the hub in its existing footprint for up to sixty years at zero capital cost ($1.00 per year). The Church had already offered Room 100Y at $1.00 per year across Phase 1 and Phase 2, an offer the System had publicly highlighted as a key factor distinguishing the winning proposal. Furthermore, an independent contractor who regularly performs construction services for the University estimated the actual relocation cost at between $100,000 and $250,000, exposing Defendant Low's manufactured $500,000 "cost-avoidance" liability as a disputed figure.

278. Defendant Low's failure to review the full administrative record or master the governing procurement rules does not insulate an administrative decision from a finding of arbitrariness and capriciousness. To the contrary, it confirms it. Executive officials are duty-bound to render decisions based on a reasoned consideration of the complete factual record and applicable governing standards. An official who acts in willful blindness, failing to examine the relevant administrative evidence or misapprehending basic procurement principles, acts per se arbitrarily and capriciously.

279. Nor does a generalized, post-hoc desire for abstract "cost savings" provide a legally sufficient basis to cancel a completed best-value procurement award. The defining feature of a best-value RFP is the recognition that the lowest-cost proposal may not offer the greatest overall benefit to the agency. When a contracting official attempts to recast a carefully designed best-value RFP as "defective" simply because it did not function as a bottom-line price auction, that rescission lacks a

rational basis in law. Consequently, even if Defendant Low harbored a subjective belief that a different procurement methodology might yield greater overall savings, deploying this retroactive justification to dismantle an expert-driven evaluation process is arbitrary and invalid. Under these circumstances, Defendant Low's sudden invocation of "a single deficiency of the evaluation criteria" operates as a transparent, unlawful vehicle to divest the Church of its award.

280. Defendant Low acted beyond the bounds of the discretion conferred by the solicitation, thereby exceeding his legal authority. The published procedures, specifications, and terms of RFP 2024-048 legally bound Defendant Low; he possessed no administrative authority to ignore them, rewrite them, or substitute his personal judgment for the scoring matrix. Defendant Low nevertheless entertained an untimely protest Section 1.8 barred, assigned decisive weight to an unannounced scoring metric the System had never published, adjudicated an administrative appeal that APL VII-A assigns exclusively to the Chief Facilities and General Services Officer, and unilaterally declared his own determination final, despite the absence of any System policy authorizing such finality. Rather than deferring to the expert determinations of the Office of Strategic Procurement—which had correctly rejected the disappointed respondents' improper protests—and without seeking any input, clarification, or response from the Church, Defendant Low executed an abrupt, 24-hour reversal and rescinded the Church's award.

CLAIMS

Count I
42 U.S.C. § 1983
VIOLATION OF THE FOURTEENTH AMENDMENT TO THE U.S. CONSTITUTION
Equal Protection Clause – Religious Discrimination
(Against All Defendants)

281. Plaintiff incorporates by reference all preceding paragraphs.

282. "The Equal Protection Clause of the Fourteenth Amendment commands that no State shall 'deny to any person within its jurisdiction the equal protection of the laws,' which is essentially a direction that all persons similarly situated should be treated alike." *City of Cleburne v. Cleburne Living Ctr.*, 473 U.S. 432, 439 (1985).

283. The Equal Protection Clause prohibits state officials from applying neutral laws and policies that discriminate on the basis of religion. A state official acts with unconstitutional discriminatory intent when he acts as the official vessel and approving mechanism for private prejudice, or otherwise effectuates, validates, or executes the discriminatory designs of private actors. *See, e.g.*, *Palmore v. Sidoti*, 466 U.S. 429, 433 (1984); *Smith v. Town of Clarkton*, 682 F.2d 1055, 1066–67 (4th Cir. 1982); *Mhany Mgmt., Inc. v. Cnty. of Nassau*, 819 F.3d 581, 606, 616 (2d Cir. 2016); *Ave. 6E Invs., LLC v. City of Yuma*, 818 F.3d 493, 504 (9th Cir. 2016); *Jesus Christ Is the Answer Ministries, Inc. v. Balt. Cnty.*, 915 F.3d 256 (4th Cir. 2019); *Mi Familia Vota v. Fontes*, 129 F.4th 691, 714 (9th Cir. 2025).

284. Defendants deprived Plaintiff Calvary Chapel Belfast of the equal protection of the laws by selectively treating the Church differently from similarly situated secular respondents to RFP 2024-048, and by basing that selective treatment

on impermissible considerations—the Plaintiff's religious status and beliefs, an intent to inhibit the Plaintiff's exercise of its constitutional rights, and bad-faith intent to injure Plaintiff.

285. In January 2024, Defendant University of Maine System issued RFP 2024-048, a competitive public solicitation for the disposition of the Hutchinson Center, inviting proposals for purchase, lease, or alternative real property arrangements.

286. Plaintiff submitted a valid, timely, and fully responsive proposal in strict compliance with all published specifications, terms, and scoring criteria set forth in RFP 2024-048.

287. Plaintiff was similarly situated to the other respondents, Future of the Hutchinson Center Steering Committee and Waterfall Arts (FHC-WA) and Waldo Community Action Partners (WCAP), as all entities competed under published scoring criteria issued by the System.

288. Following a comprehensive seven-month solicitation and an assessment by the System's appointed evaluation team, Plaintiff was selected as the winning awardee because its proposal earned the highest overall score, beating the second-place respondent by a decisive twelve-point margin.

289. Despite Plaintiff's lawful selection as the winning respondent, Defendants subjected Plaintiff to selective, hostile, and discriminatory treatment by rescinding its award because of its religious identity and tenets.

290. Immediately upon the announcement of Plaintiff's winning proposal, disappointed respondents FHC-WA and WCAP, alongside University donors, alumni, and faculty, launched a hostile pressure campaign demanding that the System strip Plaintiff of its award, invoking Plaintiff's Christian tenets as incompatible with the "community" and University values.

291. In its award protest and appeal, FHC-WA deployed religiously coded animus, asserting that Plaintiff's religious mission rendered it unfit to acquire the Hutchinson Center, framing the disposition as a "litmus test for donors," and threatening the System with financial retaliation from outraged donors if Plaintiff's awarded proposal was allowed to stand.

292. Overruling the expert decision of the System's chief procurement officer, who rejected the disappointed respondents' discriminatory protests, Defendant Low rescinded Plaintiff's award and cancelled RFP 2024-048, invoking a purported cost deficiency in the solicitation.

293. Defendant Low served as the direct conduit for FHC-WA's religious animus by accepting its biased filings, adopting FHC-WA's unverified factual assertions, embracing FHC-WA's framing of the dispute, and granting FHC-WA the exact discriminatory remedy it demanded: the rescission of the Church's award.

294. The disappointed respondents' religious animus was a proximate cause of the withdrawal of the Church's award, and Defendant Low served as the conduit for that animus, because those respondents supplied the factual premise, theory, and the remedy that his decision adopted.

295. Defendant Low's failure to reject FHC-WA's discriminatory appeal out of hand—despite its pervasive religious animus and explicit donor threats—constitutes official ratification and tacit approval of that discriminatory bias.

296. The specific sequence of events leading to Defendant Low's withdrawal of Plaintiff's award supports the inference that discriminatory intent was a motivating factor in that withdrawal. Low made his decision while he and the System were under unprecedented pressure by donors, alumni, and faculty to revoke Plaintiff's award—all on account of Plaintiff's religious status and beliefs.

297. Defendant Low substantively departed from standard procurement practices by penalizing Plaintiff for failing to score an unannounced "cost-avoidance" metric that appeared nowhere in RFP 2024-048's published evaluation criteria, while simultaneously ignoring Section 1.8 (barring late specification protests), Section 1.9.4 (waiver of specification challenges), and Section 2.4 (requiring post-award negotiations).

298. Defendant Low's manufactured fiscal justification was arbitrary, capricious, and flatly refuted by the procurement record. The Lease Agreement drafted by the System granted the System an option to retain the hub in Room 100Y for up to sixty years at $1.00 per year—an option Plaintiff satisfied in its offer—meaning the System was under no legal or financial compulsion to relocate the hub or expend capital funds.

299. Defendant Low acted with knowledge that the objections to Plaintiff's award rested on its religious beliefs, and with knowledge that granting FHC-WA's

appeal would deliver the exclusion those objectors demanded; in the alternative, he acted with reckless indifference to that result.

300. Defendants had non-discriminatory alternatives available, including exercising the zero-cost lease option under the draft Lease Agreement or engaging in post-award negotiations under Section 2.4, but deliberately chose rescission instead.

301. Defendants' discriminatory revocation of Plaintiff's award was conducted under color of state law, with bad faith, and with reckless indifference to Plaintiff's clearly established constitutional rights.

302. Defendants possess no compelling, substantial, or rational state interest in discriminating against Plaintiff on the basis of its sincere religious beliefs, and stripping Plaintiff of its winning proposal is neither narrowly tailored nor rationally related to any legitimate governmental objective.

303. As a direct and proximate result of Defendants' unconstitutional conduct, Plaintiff has suffered, and continues to suffer, severe economic injury, loss of constitutional rights, irreparable harm, and lingering public stigmatization.

304. Absent injunctive and declaratory relief, Plaintiff has suffered, and will continue to suffer, irreparable harm to its equal protection rights.

305. Plaintiff has no adequate remedy at law to protect against the deprivation of its cherished constitutional liberties and sincere religious beliefs.

WHEREFORE, Plaintiff respectfully prays for relief against Defendants as set forth in its prayer for relief.

Count II
42 U.S.C. § 1983
VIOLATION OF THE FIRST AMENDMENT TO THE U.S. CONSTITUTION
Free Exercise Clause – Religious Discrimination
(Against All Defendants)

306. Plaintiff incorporates by reference all preceding paragraphs.

307. The Free Exercise Clause of the First Amendment, applicable to the states through the Fourteenth Amendment, prohibits the government from excluding churches and religious ministries from participating in public programs, competitive solicitations, or government benefits because of their religious status, character, and beliefs. *See Trinity Lutheran Church of Columbia, Inc. v. Comer*, 582 U.S. 449, 458 (2017).

308. Plaintiff is a Christian church and ministry whose religious mission includes community service, education, and public assembly.

309. Plaintiff participated fully and in good faith in Defendant University of Maine System's competitive solicitation for the disposition and purchase of the Hutchinson Center under RFP 2024-048.

310. Following an objective evaluation under the published solicitation criteria, the System formally awarded Plaintiff the exclusive right to negotiate the acquisition of the Hutchinson Center after Plaintiff's proposal earned the highest overall score among all competing respondents.

311. In the immediate wake of vociferous, religiously bigoted backlash from University donors, faculty, alumni, and disappointed respondents, Defendants capitulated to this hostility and abruptly rescinded Plaintiff's winning award.

312. Defendants' discriminatory rescission of Plaintiff's award was the direct, deliberate result of Plaintiff's religious status, identity, and beliefs. When the government penalizes a religious organization because of its religious character or tenets, such action "imposes a penalty on the free exercise of religion that can be justified only by a state interest 'of the highest order.'" *Trinity Lutheran*, 582 U.S. at 458 (quoting *McDaniel v. Paty*, 435 U.S. 618, 628 (1978) (plurality opinion)).

313. Defendants unconstitutionally disqualified Plaintiff from retaining its lawfully earned award "solely because of [its] religious character." *Carson ex rel. O. C. v. Makin*, 596 U.S. 767, 780 (2022) (citation modified).

314. The severe penalty imposed by Defendants—the discriminatory revocation of the awarded bid to purchase the Hutchinson Center as a permanent house of worship and ministry center—placed an unconstitutional burden on Plaintiff's fundamental right to freely exercise its faith and to participate equally in a public benefit, in direct violation of the First Amendment.

315. Defendants possess no compelling state interest in singling Plaintiff out for disfavored treatment or revoking its bid award based on religious status. Nor are the System's procurement policies, practices, and administrative decisions as applied to Plaintiff the least restrictive means of furthering any compelling government objective.

316. Defendants have no legitimate, substantial, or important state interest in discriminating against Plaintiff because of its religious character and tenets, and

penalizing Plaintiff on the basis of its religious status is not narrowly tailored to achieve any legitimate governmental purpose.

317. Defendants have no rational basis to discriminate against Plaintiff on the basis of its sincere religious identity, and stripping Plaintiff of its awarded bid because of its religion is arbitrary, caprice-driven, and legally unjustifiable.

318. As a direct and proximate result of Defendants' unlawful policies, practices, and actions, Plaintiff has suffered severe constitutional injury, including the ongoing deprivation of its fundamental right to the free exercise of religion.

319. Plaintiff has no adequate remedy at law to protect against the deprivation of its cherished constitutional liberties and sincere religious beliefs.

320. Absent injunctive and declaratory relief, Plaintiff has suffered, and will continue to suffer, irreparable harm to its First Amendment rights.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants as set forth in its Prayer for Relief.

Count III
42 U.S.C. § 1983
VIOLATION OF THE FIRST AMENDMENT TO THE U.S. CONSTITUTION
Free Exercise Clause – Religious Targeting
(Against All Defendants)

321. Plaintiff incorporates by reference all preceding paragraphs.

322. The Free Exercise Clause prohibits the government from acting with hostility toward religious beliefs or practices, and it protects against both overt and covert discrimination based on religious status or beliefs. *See Masterpiece Cakeshop*

v. Colorado C.R. Comm'n, 584 U.S. 617, 638 (2018); *Church of Lukumi Babalu Aye, Inc. v. City of Hialeah*, 508 U.S. 520, 534 (1993).

323. Defendant University of Maine System's decision to rescind the award of the Hutchinson Center sale to Plaintiff was not a neutral application of its procurement policies and practices. Instead, it was a discriminatory action tainted by religious animus, spurred by public opposition to Plaintiff's religious status and beliefs, which exerted significant pressure on the System to reverse its bid award to Plaintiff under a purported deficiency in the RFP.

324. By deliberately targeting Plaintiff for adverse, distinctive treatment due to its religious character while hiding behind manufactured policy and fiscal deficiencies, Defendants carried out an unconstitutional "religious gerrymander" designed to strip Plaintiff of its rightfully earned award and penalize Plaintiff for its religious beliefs. *See Lukumi*, 508 U.S. at 535–37.

325. Defendants' revocation of Plaintiff's award under the guise of an unannounced fiscal calculation constitutes the covert suppression of religious exercise prohibited by the First Amendment.

326. Defendants' administrative proceedings and resulting revocation of the award were "neither tolerant nor respectful of [the Church's] religious beliefs," violating the fundamental constitutional command of official neutrality. *Masterpiece Cakeshop*, 584 U.S. at 639.

327. Defendants have no compelling interest in singling out Plaintiff for discriminatory treatment and rescinding the bid award. Nor are the System's

procurement policies and practices as applied to Plaintiff the least restrictive means of furthering any compelling government interest.

328. Defendants have no legitimate, substantial, or important interest in targeting Plaintiff because of its religious identity, and executing a targeted revocation against Plaintiff is not narrowly tailored to advance any such legitimate interest.

329. Defendants have no rational basis to target Plaintiff on the basis of its sincere religious beliefs, and invalidating Plaintiff's awarded bid to placate public animus is irrational, discriminatory, and unconstitutional.

330. As a direct and proximate result of Defendants' non-neutral and discriminatory targeting, Plaintiff has been deprived of its constitutionally protected right to the free exercise of religion under the First Amendment.

331. Absent injunctive and declaratory relief, Plaintiff has suffered, and will continue to suffer, irreparable harm to its First Amendment rights.

332. Plaintiff has no adequate remedy at law to protect against the deprivation of its cherished constitutional liberties and sincere religious beliefs.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants as set forth in its Prayer for Relief.

Count IV
42 U.S.C. § 1983
VIOLATION OF THE FIRST AMENDMENT TO THE U.S. CONSTITUTION
Free Speech Clause – Viewpoint Discrimination
(Against All Defendants)

333. Plaintiff incorporates by reference all preceding paragraphs.

334. The Free Speech Clause of the First Amendment, applicable to the states through the Fourteenth Amendment, prohibits the state from excluding a private organization from government programs and facilities "based on its religious nature," and such "exclusion constitutes viewpoint discrimination." *Good News Club v. Milford Cent. Sch.*, 533 U.S. 98, 107 (2001).

335. Plaintiff Calvary Chapel Belfast is an independent, non-profit Christian church organized to proclaim the Gospel and carry out its religious mission, pastoral counseling, and community outreach through core expressive activities, speech, and public assembly.

336. Through their post-award rescission of Plaintiff's winning bid under RFP 2024-048, Defendants acted to exclude Plaintiff from a competitive government program because of its religious identity, message, and the expression of its Bible-centered beliefs and viewpoints, including its traditional religious tenets regarding marriage, human sexuality, and faith.

337. State efforts to punish speech based on the "specific motivating ideology or the opinion or perspective of the speaker" is a "blatant" and "egregious" form of speech restriction. *Rosenberger v. Rector & Visitors of the Univ. of Va.*, 515 U.S. 819, 829 (1995).

338. Defendants' abrupt revocation of Plaintiff's winning proposal constitutes impermissible, viewpoint-based discrimination in direct violation of the First Amendment.

339. Plaintiff was singled out for adverse state action because of its religious expression and viewpoint, which incited opposition from hostile vocal critics in the community who pressured Defendants to strip Plaintiff of its lawfully earned award.

340. Defendants' discriminatory revocation deprived Plaintiff of its fundamental right to participate equally in a government program on neutral terms while expressing its religious beliefs free from state penalty or exclusion.

341. Defendants' decision to revoke the award was an immediate administrative capitulation to public animus, ideological opposition, and sectarian hostility—including aggressive pressure campaigns advanced by the two disappointed, lower-scoring respondents—rather than any genuine or timely concern over the RFP terms or procurement process. Defendants' rescission was not based on neutral, generally applicable, or content-neutral criteria, but was instead a post-hoc acquiescence to biased private parties that sought to punish and suppress disfavored religious speech and expression.

342. Defendants' capitulation to external ideological hostility represents an unconstitutional "heckler's veto" over Plaintiff's protected religious speech, ministry, and viewpoint.

343. Defendants furthered no compelling, substantial, or legitimate state interest by engaging in viewpoint discrimination and executing a heckler's veto

against Plaintiff. Nor were Defendants' actions narrowly tailored to serve any such interest.

344. Defendants have no legitimate, substantial, or important interest in discriminating against Plaintiff or penalizing its expression because of its religious tenets and disfavored viewpoints, and subjecting Plaintiff to adverse state action on the basis of its speech is not narrowly tailored to advance any legitimate governmental purpose.

345. Defendants have no rational basis to discriminate against Plaintiff or restrict its participation based on its sincere religious beliefs and expressive speech, and rescinding Plaintiff's awarded bid because of its disfavored viewpoint is arbitrary, irrational, and legally unjustifiable.

346. By rescinding the award as a direct consequence of Plaintiff's religious speech, tenets, and public expression, Defendants have impermissibly infringed Plaintiff's First Amendment right to free speech and expression.

347. As a direct and proximate result of Defendants' unconstitutional conduct, Plaintiff has suffered, and will continue to suffer, severe and irreparable constitutional injury, including the loss of its exclusive award to negotiate the acquisition of the Hutchinson Center to serve as its permanent church and ministry center.

348. Absent injunctive and declaratory relief, Plaintiff will continue to be harmed by Defendants' actions.

349. Plaintiff has no adequate remedy at law to protect against the ongoing deprivation of its cherished constitutional liberties, free speech guarantees, and sincere religious expression.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendants as set forth in its Prayer for Relief.

Count V
PROMISSORY ESTOPPEL
(Against Defendant System)

350. Plaintiff incorporates by reference all preceding paragraphs.

351. Under Maine law, a promissory estoppel claim consists of (1) a promisor making a promise that it should reasonably realize will cause the promisee to act or to forbear; (2) the promise actually inducing the promisee to act or to forbear; and (3) an injustice resulting if the promisor is not bound by its promise. *See Struck v. Hackett*, 668 A.2d 411, 420 (Me. 1995).

352. Defendant University of Maine System, acting by and through its authorized officers, trustees, and administrative officials, made a definite promise to Plaintiff Calvary Chapel Belfast by formally issuing the award designating Plaintiff as the winning respondent with the exclusive right to negotiate the acquisition of the Hutchinson Center under RFP 2024-048. The award notice stated that the System "will proceed with the present award so long as it determines, in its sole discretion, that doing so is in the best interest of the University," and Section 2.4 provided that the System would withdraw an award only if "an acceptable contract cannot be negotiated." The System thereby promised that it would proceed with Plaintiff unless

it determined, in good faith, that proceeding was not in its best interest, and that it would negotiate before withdrawing. Although the notice also stated that it "does not constitute an agreement" to any final contract, the System made no such determination and never negotiated; it rescinded the award on appeal on a ground its own Chief Procurement Officer had rejected.

353. The System, through formal written communications, public announcements, and official notices, expressly notified Plaintiff and the public that Plaintiff was the successful, highest-scoring respondent in the competitive procurement process and held the exclusive right to negotiate the final terms and conditions of purchase.

354. The System, through subsequent written communications and deliberate public statements, repeatedly reaffirmed and confirmed that Plaintiff remained the winning respondent in the bidding process—even after receiving award protests and public pushback reflecting sectarian animus from dissatisfied respondents and third parties—thereby reiterating its binding promise that Plaintiff would have the exclusive opportunity to negotiate and finalize the purchase of the Hutchinson Center.

355. The System knew, or reasonably should have foreseen, that when it issued and subsequently reaffirmed these clear promises, Plaintiff would foreseeably rely on them to its detriment by initiating substantial administrative, financial, and operational preparations for the acquisition.

356. In reasonable and justifiable reliance on the System's explicit promises, Plaintiff incurred significant expenses, devoted substantial resources, and undertook extensive operational steps to proceed with the transaction, including preparing for formal contract negotiations, retaining legal counsel, conducting physical and environmental property evaluations, and executing strategic plans to integrate the Hutchinson Center into its religious, educational, and community ministry programs.

357. Plaintiff, acting in continuous good faith, actively refrained from pursuing alternative real estate opportunities, facility acquisitions, or long-term lease options because the System repeatedly assured Plaintiff of its winning bid status and exclusive negotiation rights.

358. Plaintiff was at all relevant times ready, willing, and able to proceed with contract negotiations in good faith and, in fact, made diligent efforts to engage the System's representatives to execute the purchase agreement.

359. Substantial, unconscionable injustice can be avoided only by holding the System to its promise and enforcing its obligations under Maine law. After formally issuing and reaffirming the bid award to Plaintiff, the System arbitrarily and unlawfully rescinded the award without engaging in good faith negotiations and subsequently purported to resolicit and award the property to a lower-scoring competitor, WCAP, under RFP 2025-031.

360. Having foreseeably and reasonably relied on the System's binding promises, Plaintiff has been severely harmed by the System's bad-faith revocation,

suffering the loss of its contract right and the unique real property required for its expanded ministry at considerable expense.

361. Plaintiff's reliance on the System's promises was entirely reasonable, foreseeable, and justified under the circumstances, and allowing the System to repudiate its obligations after Plaintiff incurred extensive costs and forewent alternative options would work a profound injustice.

362. As a direct and proximate result of the System's failure to honor its clear promises, Plaintiff has suffered significant harm and financial losses, which cannot be fully or adequately compensated by monetary damages alone due to the unique nature of the Hutchinson Center real estate, thereby requiring equitable intervention to prevent irreparable injury.

363. Consequently, under the doctrine of promissory estoppel, the System must be held legally bound to fulfill its promises, and Plaintiff is entitled to all appropriate judicial relief, including specific performance ordering the execution of the negotiation process, preliminary and permanent injunctive relief, and compensatory damages.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant as set forth in its Prayer for Relief.

Count VI
Breach of Contract
Breach of Implied-in-Fact Contract
(Against Defendant System)

364. Plaintiff incorporates by reference all preceding paragraphs.

365. Defendant University of Maine System (the "System") issued a formal request for proposals (RFP 2024-048) on behalf of the University of Maine for the public disposition and sale of the Hutchinson Center property located in Belfast, Maine.

366. Plaintiff Calvary Chapel Belfast submitted a fully responsive, timely, and successful proposal in strict compliance with all required criteria set forth in RFP 2024-048.

367. On August 14, 2024, the System formally notified Plaintiff in writing that it had been selected as the highest-scoring respondent for RFP 2024-048, officially awarding Plaintiff the exclusive right to negotiate the terms and conditions for the purchase and sale of the Hutchinson Center.

368. Through its written communications, formal notices, and course of dealing with Plaintiff, the System manifested clear mutual assent that Plaintiff's proposal had been selected and that the parties would negotiate the final contract of sale in good faith pursuant to the published terms of the RFP.

369. In reasonable reliance on the System's explicit award, representations, and course of conduct, Plaintiff incurred substantial economic expenses and devoted extensive administrative resources toward finalizing the purchase of the Hutchinson

Center, including incurring legal fees, administrative costs, property planning expenses, and developing technical solutions to accommodate the Networkmaine hub.

370. Despite Plaintiff's continuous readiness, willingness, and good-faith efforts to proceed with contract negotiations, the System abruptly rescinded its award to Plaintiff on the post-hoc rationale that the cost of relocating the Networkmaine hub was inadequately addressed in RFP 2024-048—doing so without engaging in the promised negotiations, without permitting Plaintiff to resolve the issue, and doing so on the impermissible, unconstitutional basis of Plaintiff's religious identity, beliefs, and status.

371. After rescinding the award, the System issued a second solicitation (RFP 2025-031) for the sale of the Hutchinson Center, requiring, "[a]s a condition of this response," that every respondent "agree to lease the existing data closet space to Networkmaine," with the final lease terms to be negotiated with the awardee—thereby demonstrating that the purported relocation cost was employed to justify the System's refusal to negotiate with Plaintiff.

372. The System's selection of Plaintiff's proposal as the top-scoring response, its award of the right to negotiate, and its official public announcements confirming the award established enforceable legal rights, duties, and obligations between the parties, including the obligation to negotiate in good faith.

373. Notwithstanding the formal terms of the solicitation document, the mutual assent, communications, and course of conduct between Plaintiff and the

System created a binding implied-in-fact contract under Maine law requiring the System to honor the award and negotiate the final purchase agreement in good faith.

374. The System's subsequent conduct in unilaterally revoking the award and issuing a new solicitation under RFP 2025-031—despite Plaintiff's full compliance with all terms of the original RFP—constitutes a direct breach of the implied-in-fact contract.

375. Under Maine law, every contract, including contracts implied-in-fact, imposes an implied duty of good faith and fair dealing in its performance and enforcement.

376. The System owed Plaintiff an implied duty to engage in fair, neutral, and good-faith negotiations to finalize the purchase of the Hutchinson Center as contemplated by the RFP terms and expected from the parties' course of dealing.

377. The System breached its duty of good faith and fair dealing by arbitrarily revoking Plaintiff's award without conducting meaningful negotiations, capitulating to third-party sectarian hostility, and issuing a subsequent RFP containing terms that could have readily resolved the Networkmaine hub issue within the original procurement process.

378. As a direct and proximate result of the System's breach of the implied-in-fact contract and implied duty of good faith and fair dealing, Plaintiff has suffered significant financial and operational damages, including lost property rights, unrecoverable legal and administrative expenses, and reliance costs incurred in preparing for the acquisition.

379. The System's failure to act in good faith caused Plaintiff profound harm by stripping it of its unique real property acquisition opportunity as the lawful winning bidder, for which monetary damages alone are inadequate to remedy the loss.

380. The System must therefore be held liable for its breach of contract, and Plaintiff is entitled to all appropriate judicial relief, including specific performance compelling the System to negotiate the final purchase agreement in good faith, preliminary and permanent injunctive relief, and compensatory damages.

WHEREFORE, Plaintiff respectfully prays for judgment against Defendant University of Maine System as set forth in its Prayer for Relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Calvary Chapel Belfast requests that the Court:

A. Render a declaratory judgment pursuant to 28 U.S.C. §§ 2201 and 2202 declaring that

(1) Defendants have violated the First and Fourteenth Amendments to the United States Constitution, and 42 U.S.C. § 1983, by discriminating against Plaintiff based on its religious status, engaging in impermissible viewpoint discrimination, executing an unconstitutional heckler's veto, and denying Plaintiff equal protection of the laws;

(2) Defendant University of Maine System made clear, unambiguous promises to negotiate with Plaintiff in good faith and complete the

disposition and sale of the Hutchinson Center property to Plaintiff pursuant to RFP 2024-048;

(3) Plaintiff reasonably, foreseeably, and justifiably relied on those promises to its operational and financial detriment;

(4) Defendant System's arbitrary post-award rescission of the winning bid and failure to fulfill its promises constitutes a direct violation of the doctrine of promissory estoppel under Maine law;

(5) Defendant System created a binding implied-in-fact contract between Plaintiff and the System based on the parties' mutual assent, written communications, public announcements, and course of conduct, including the System's formal award of the Hutchinson Center to Plaintiff under RFP 2024-048; and

(6) Defendant System breached this implied-in-fact contract and its implied duty of good faith and fair dealing by failing to negotiate in good faith as required under RFP 2024-048 and by wrongfully and pretextually rescinding the award to Plaintiff.

B. Award Plaintiff a decree of specific performance ordering and requiring Defendant System to reinstate Plaintiff as the lawful winning respondent under RFP 2024-048 and to proceed in good faith with contract negotiations for the conveyance of the Hutchinson Center to Plaintiff under the terms of the original solicitation;

C. Award Plaintiff compensatory, reliance, consequential, and economic damages against Defendants for their violations of Plaintiff's constitutional rights under 42 U.S.C. § 1983, and against Defendant University of Maine System for its breaches of contract and promissory estoppel under Maine law, including but not limited to proposal preparation costs, legal and administrative fees, engineering review expenses, property planning expenditures, lost opportunity costs, and pre-judgment and post-judgment interest at the highest lawful rate;

D. Award Plaintiff its reasonable costs, expenses, and attorneys' fees incurred in this action pursuant to 42 U.S.C. § 1988, Maine law, and all other applicable statutes or equitable doctrines; and

E. Grant such other, further, or different relief as this Court deems just, equitable, and proper.

JURY DEMAND

Plaintiff requests a trial by jury on all triable issues.

Dated: September 17, 2026

/s/ Stephen C. Whiting

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Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on this 17th day of September, 2026, a true and correct copy of the foregoing was filed electronically with the Court through the CM/ECF system, which will serve notice of the filing upon all counsel of record.

Respectfully submitted,

/s/ Daniel J. Schmid
Daniel J. Schmid