



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

Submission Form Package

University of Maine, Hutchinson Center

Real Estate Offer

RFP #2025-031

Issued Date: October 4, 2024

Response Deadline Date/Time: November 1, 2024 at 5:00 p.m.
EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – DH: RE Sale UM Hutchinson Center - RFP#2025-031

Response Contact Information:

Strategic Sourcing Manager (SSM): Derek Houtman
Email: UMSResponses@maine.edu

INSTRUCTIONS

Response Format Instructions

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

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

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

1.1 Real Property Sale Agreement and Conditions

For a real property sale offer the Respondent will need to submit as part of their offer the following:

- Review, complete and sign the Appendix A & B.
- Review and sign the Seller's Property Disclosure using Appendix C.
- Fill in the cost table provided in Appendix D. A Purchase and Sale Agreement template has been included as Appendix H.
- Fill in the required information in Appendix E and identify the contingencies that apply to your submission.
- Fill in the cost table provided in Appendix F. A Lease Agreement template has been included as Appendix G.

Appendix A – University of Maine System Response Cover Page

RFP #2025-031
UM Hutchinson Center RE Offer

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix B – Debarment, Performance and Non-Collusion Certification

University of Maine System
DEBARMENT, PERFORMANCE and NON-COLLUSION
CERTIFICATION
RFP #2025-031
UM Hutchinson Center RE Offer

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

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

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

Date: _____

Name and Title (Printed)

Authorized Signature

Appendix C – Seller’s Property Disclosure

Property Owner: University of Maine System
 Property Address: Hutchinson Center, 80 Belmont Avenue, Belfast Maine 04967
 County: Waldo
 Map/Lot: Map 5, Lot 29
 Book/Page: Book 3100 Page 236

Property Conditions and Disclosures

1. Type: University Classroom outreach center
2. Subject Property: +-30,515 sf of college building space, consisting of +-2,100 sf of office space, +-17,200 sf of classroom space, and lobby, reception, conference, utility room, storage, and rest room areas.
3. Access: Good via two-way, two-lane paved public road (Belmont Avenue)
4. Visibility / Exposure: Good on Belmont Avenue, Attractive, well landscaped main entrance.
5. Site Improvements: Extensive paved on-site parking, lawn areas.
6. Flood Zone Map & Date: Map 23027C0445E Dated: 7/6/2015
7. Flood Zone Description: Zone X – no portion of the subject property is located in a flood zone or velocity hazard district.

Building Improvements

1. Gross Building Area 30,515 sf.
2. Mezzanines/Outbuildings Good concrete dining deck & open covered porch.
3. Basement No basement; concrete slabs only.
4. Number of Stories Main building has one story. Barn has 1.75 stories.
5. Building Class/ Framing Class S – steel framing. Barn has wood framing.
6. Sprinkler System Full wet system for the main building.
7. Year Built (per tax records) +-16,674 sf (original section) was constructed in 2000, per tax records. The new wiring (13,841) was constructed in 2007.
8. Hazardous Material Seller has no knowledge of the presence of hazardous materials on the property.
9. Subdivision: Property has not been part of a subdivision in the last five (5) years.
10. Seller has no knowledge of a soil test being done on the property.
11. Seller has no knowledge of a survey being done on the property.

Seller’s Property Disclosure containing general information and any known defects to Buyer.

SELLER _____ DATE _____ SELLER _____ DATE _____

Buyer acknowledges receipt of the Seller’s Property Disclosure and understand that I/We should seek information from qualified professionals if I/We have questions or concerns.

BUYER _____ DATE _____ BUYER _____ DATE _____

Appendix D – Purchase Price

INSTRUCTIONS: The Purchase and Sale Agreement has been included as a separate attachment titled Appendix H. Respondent's must submit a Purchase Price for the property

Purchase Price	\$
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Appendix E – Number of Contingencies

Respondent's Organization Name: _____

INSTRUCTIONS: Respondents must place a check mark next to any contingencies which apply to their submission.

Contingencies

- Financing Contingency:
 - a. The sale is contingent upon the Respondent securing financing (e.g., a mortgage or loan approval) within a specified timeframe. If the respondent cannot obtain financing, they can back out of the sale without penalty.

- Property Inspection Contingency:
 - a. This contingency allows the Respondent to have the property inspected by a professional. If significant issues (e.g., structural, electrical, plumbing) are discovered, the buyer may renegotiate the price, ask for repairs, or walk away from the deal.

- Appraisal Contingency:
 - a. This contingency means the property must appraise for at least the sale price. If the property is appraised for less than the agreed-upon price, the Respondent can renegotiate or withdraw from the deal.

- Environmental Assessment Contingency:
 - a. Respondent may request an environmental assessment to ensure there are no contamination issues (e.g., hazardous materials or soil contamination). If problems are found, the buyer can withdraw or negotiate repairs.

- Sale of Respondent's Current Property:
 - a. The Respondent can make the sale contingent on the successful sale of their existing property.

- Other Contingencies:
 - a. List any other contingencies that apply to your submission. Contingencies listed here would include any requirements which impact the Respondents ability to close or delay the closing date.

- No Contingencies:
 - a. The Respondent's submission isn't subject to any contingencies.

Appendix F – Networkmaine Lease Cost

Respondent’s Organization Name: _____

INSTRUCTIONS: As a condition of this response, respondents must agree to lease the existing data closet space to Networkmaine (acting through the University of Maine System). Respondents must provide the annual cost below for that lease. The University will pay for all related utility costs for this space including electricity and heating/cooling. A lease template has been included as Appendix G. The data closet is approximately 120 square feet. The University lease cost must not exceed \$3,000 per year. Proposals with a cost that exceeds \$3,000 per year will be disqualified.

	Year 1	Year2	Year 3	Year 4	Year 5	Extended Cost
Annual Cost						
		Total				0.00
	Include additional explanation of costs and list assumptions that could influence the cost of licensing and maintenance pricing.					
	List explanations and assumptions here:					
	-					
	-					