



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

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](mailto: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](mailto:UMSResponses@maine.edu)

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## 1.0 INTRODUCTION

This Request for Proposal (RFP) is issued by the University of Maine System acting on behalf of University of Maine (“University”).

Specifically, the purpose of this RFP is to solicit interest in the University of Maine Hutchinson Center property located at 80 Belmont Avenue, Belfast, Maine 04967. The University recently obtained an appraisal on the property with an appraisal value of \$2,520,000. The University will in good faith consider offers to purchase the property.

Included in this RFP is an External Information Packet on the property which provides details on maintenance costs, floor plan with capacities and conference services revenue and sector utilization information.

The Hutchinson Center presently serves as the home to one of several University of Maine System connectivity hubs, strategically located to support internet connectivity across the state. This specific hub plays a vital role in facilitating internet access to numerous public and private educational institutions, libraries, and community centers spanning the greater Belfast, Camden, and Rockland regions. Currently situated within the Hutchinson Center in room 100Y, the hub is backed up by a generator located external to the building. Respondents to this RFP are required to lease this space back to the University of Maine System for 5 years per the draft lease agreement provided in Appendix G.

This RFP and subsequent Sale of Real Property is subject to Board of Trustee (BOT) Policy Section 802. The sale of this Real Property was approved by the Board of Trustees on July 15, 2024.

The final sale terms and conditions must be approved by the Vice Chancellor for Finance Administration or their delegate and the office of General Counsel.

This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

### 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.

### 1.2 Communication with the University

**It is the responsibility of the Respondent to request any clarifications of the requirements or conditions of this RFP.** Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, [Bids - Upcoming - University of Maine System](#)

It is the responsibility of all Respondents to check the web site before submitting a response to ensure that they have all pertinent documents. The University will not be bound by oral responses to inquiries or written responses other than addenda.

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.7.1 Timeline of Key Events** for deadline requirements.

### 1.3 Confidentiality

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of submitting a response under this section, a respondent must accept that, to the extent required by the Maine FOAA, responses to this solicitation, and any ensuing contractual documents, are considered public records and therefore are subject to freedom of access requests.

Except for proposals selected for award, which are available to other respondents during the protest period only, the information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded, a Respondent selected (the successful Respondent), the award protest period has passed, and the Agreement is fully executed.

After the protest period has passed and the Agreement is fully executed, responses will be available for public inspection upon request.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information that meets the definition of "trade secret" under Maine law. Clearly mark any portion of your submitted materials which are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act. Failure to so identify as trade secret will authorize the University to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless the University in any and all legal actions that seek to compel the University to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between the University and your entity."

### 1.4 Costs of Preparation

Respondent assumes all costs of preparation of the response and any presentations necessary to the response process.

### 1.5 Authorization

The Sale of Real Property is subject to Board of Trustee (BOT) approval, as outlined in BOT Policy Section 802, detailed below.

*"Real Property is defined as land and/or the buildings or other improvements located on the land. The University of Maine System may dispose of, lease or license use of real property when it has been determined that the action is in the best interests of the System.*

*The planning for Disposal of Real Property shall be administered by the University System Office and presented to the Board for approval, accompanied by all information required to indicate the conditions of the disposition, as well as findings as to the appropriateness of the action. Board approval covers those actions necessary to accomplish the objectives of the project. “*

The final sale terms and conditions must be approved by the Vice Chancellor for Finance Administration or their delegate and the office of General Counsel.

## 1.6 Specification Protest Process and Remedies:

If a Respondent feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement to the email address provided on the cover page of this document. Specification Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the University. The due date of the proposal may be changed if necessary to allow consideration of the protest and issuance of any necessary addenda. Specification protests shall be presented to the University in writing as soon as identified, but no less than five (5) business days prior to the Deadline for Proposal Submission noted in Section 1.7.1. No protest against the award due to the specifications shall be considered after this deadline. Protests shall include the reason for the protest and any proposed changes to the specifications.

## 1.7 General Submission Provisions

### 1.7.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
Section 1.7.7	Pre-Response Conference	Date and Time TBD
Section 1.2	Deadline for Written Inquiries/Questions	October 11, 2024 5:00 PM EST
Section 1.2	Response to Written Inquiries/Questions	October 17, 2024 5:00 PM EST
Section 1.2	Deadline for Proposal Submission	November 1, 2024 5:00 PM EST
Section 2.2	Award Announcement <b>(subject to change)</b>	November 15, 2024

Once approved the award will be posted to the University’s website at: [fy2025 - University of Maine System](#)

### 1.7.2 Eligibility to Submit Responses

Individuals, public entities, private for-profit companies, and non-profit companies and institutions are invited to submit a response to this document.

### 1.7.3 Debarment

Respondents must complete and submit the “Debarment, Performance and Non-Collusion Certification” Form provided in Appendix A&B. Failure to provide this

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

Submission of a signed response in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the University will be notified of any change in this status.

#### 1.7.4 Response Understanding

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

#### 1.7.5 Response Validity

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

#### 1.7.6 Non-Response Submission

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

#### 1.7.7 Pre-Response Conference

The University will hold a conference via Zoom for potential respondents to hear from university representatives about the requirements of this solicitation. The conference will be held on [Date and Time will be announced via future Amendment]. **Respondents are required to register ahead of the conference by emailing [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu). The University will not answer questions on this zoom conference. Any questions must be sent in writing to [UMSResponses@maine.edu](mailto:UMSResponses@maine.edu).**

#### 1.7.8 Response Submission

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

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

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 Scoring Weights

The score will be based on a 100-point scale and will measure the degree to which each of the responses meet the following criteria:

Real Property Sale Offer		
Evaluation Appendices	Category	Points
Appendix D	Purchase Price*	85
Appendix E	Contingencies	10
Appendix F	Networkmaine Lease Cost**	5
<b>Total Points</b>		<b>100</b>

\* Purchase price offers above the appraised value may score higher than 85 points.

\*\* The University lease cost will not exceed \$3,000 per year. Proposals with a cost that exceeds \$3,000 per year will be disqualified.

#### 2.1.2 Real Property Sale Offers - Scoring Section Descriptions

##### 2.1.2.1 Purchase Price Evaluation (Appendix D)

The total purchase price will be assigned a score according to a mathematical formula. Purchase prices at appraised value will be awarded 85 points. Responses with higher or lower purchase price response values will be awarded proportionately more or fewer points calculated in comparison with the appraised value of the property.

The scoring formula is:

$(\text{Purchase price response} / \text{Appraised Value}) \times 85 \text{ Points} = \text{pro-rated score}$

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

##### 2.1.2.2 Number of Contingencies (Appendix E)

The Number of contingencies will be assigned a score according to a mathematical formula. Respondents will indicate the number of which apply to their proposal. Submissions with no contingencies will be awarded all 10 points. Submissions with contingencies will be evaluated using the formula below.

The scoring formula is:

$(1 - (\text{Number of Contingencies in Response} / 6)) \times 10 \text{ Points} = \text{pro-rated score}$

### 2.1.2.3 Networkmaine Lease Cost Evaluation (Appendix F)

**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).** The lease will have a five-year term, with an option for renewals with mutual agreement. Proposals will be evaluated based on the cost of the lease to the university, including the responsibility for utilities and fuel associated with the data closet. The lease template is included as Appendix G.

The data closet is approximately 120 square feet. The University lease cost will not exceed \$3,000 per year. Proposals with a cost that exceeds \$3,000 per year will be disqualified.

The total lease cost (for 5 years) will be assigned a score according to a mathematical formula. The lowest cost response will be awarded all 5 points. All responses will be benchmarked against the lowest cost response (or \$1 if the lowest response is \$0).

The scoring formula is:

$(\text{Lowest Cost Response} / \text{Submission Cost}) \times 5 \text{ Points} = \text{pro-rated score}$

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

## 2.2 Award

While the University prefers a single offer, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents, if such award is in the best interest of the University.

The University reserves the right to waive minor irregularities, which may include contacting the Respondent to resolve the irregularity. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of responses. The University reserves the right to reject any or all responses, in whole or in part, and is not necessarily bound to accept the highest proposal response if that response is contrary to the best interests of the University. The University may cancel this request or reject any or all responses in whole or in part. Should the University determine in its sole discretion that a Respondent is fully qualified, or that one Respondent is clearly more qualified than any other under consideration, an Agreement may be awarded to that Respondent without further action.

## 2.3 Tie Bids

When two equal bids are received, there shall be a preference for “in-state bidders”. When tie bids are both in-state, or both out-of-state, the award will be made to the bid that arrives first which will be determined by reviewing the electronic submission date and time stamp.



## 2.4 Negotiations

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

## 2.5 Award Protest

**Respondents** may protest the award decision by submitting a written protest to the University of Maine System's Executive Director of Strategic Procurement and Chief Procurement Officer within five (5) business days of the date of the award notice, with a copy of the protest to the successful Respondent. The protest must contain a statement of the basis for the challenge. Further information regarding the appeal process can be found at:

[Administrative Practice Letter VII-A - University of Maine System](#)

(The following language is required per APL VII-A however it does not apply to this solicitation) If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## 3.0 RESPONSE FORMAT REQUIREMENTS

### 3.1 General Format Instructions

#### 3.1.1 Electronic Submissions

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

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

#### 3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in

the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

### 3.2 Response Format Instructions

This section contains instructions for Respondents to use in preparing their response. The Respondent's submission must follow the outline used below, including the numbering of section and sub-section headings. Failure to use the outline specified in this section or to respond to all questions and instructions throughout this document may result in the response being disqualified as non-responsive or receiving a reduced score, as noted in section 3.1.2.

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.

The following provides the submission requirements for this RFP:

#### 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.

**Respondents must complete the document titled "Submission Form Package" to respond to this RFP**