



Administered by
UNIVERSITY OF MAINE SYSTEM
Office of Strategic Procurement

REQUEST FOR PROPOSALS (RFP)

**Financial Institution for Brooks Student Center
University of Southern Maine**

RFP # 09-15

ISSUE DATE:
September 19, 2014

OPTIONAL PRE-PROPOSAL MEETING:
Thursday October 9, 2014 10:00 AM EST

PROPOSALS MUST BE RECEIVED BY:
October 15, 2014

DELIVER PROPOSALS TO:

Dan Welter, M.A.
University of Southern Maine
37 College Avenue
Gorham, ME

SOURCING TIMETABLE

Bidders are encouraged to read each section of the Request for Proposal thoroughly. While sections may appear similar, additional information may be included as applicable within each section.

It is the responsibility of the Bidder to understand the requirements of each section.

Note: The procurement timetable represents the University of Maine's best estimated schedule. Contract start date may be subject to change.

Activity	Scheduled Date
Distribution of RFP	September 19, 2014
Public Notice of RFP	September 22, 2014
Closing Date for Submission of Written Questions (email)	October 10, 2014
University's E-Mail Response to Written Questions	October 13, 2014
Proposal Submittal Deadline	October 15, 2014
Proposal Evaluation Period	October 2014
Contract Selection	October 24, 2014
Contract Start Date	January 12, 2014

SECTION ONE

1.0 GENERAL INFORMATION:

- 1.1 Purpose: The University of Southern Maine is seeking a Contractual collaboration with a management entity or entities to provide banking and financial services for students, faculty and staff in the Brooks Student Center. We invite proposals from any retail interest, however the following retail activities are prohibited:

Sale of any alcoholic beverages;
Sale of any tobacco or tobacco-related products;
Sale of books (e.g., bookstore);
Sale of computers and software products;
Sale or preparation food and/or beverage products, and
Mail and photocopy services.

The University of Southern Maine desires to award the Contract for all services to a single bidder.

Additional proposals at variance with the specifications herein will be accepted at the University's discretion. Alternative proposals shall be marked clearly as such.

This Request for Proposals (RFP) states the instructions for submitting proposals, the procedure and criteria by which a vendor may be selected and the contractual terms by which the University intends to govern the relationship between it and the selected vendor.

- 1.2 Definition of Parties: The University of Southern Maine will hereinafter be referred to as the "University." Respondents to the RFP shall be referred to as "Bidder(s)" or "bidder(s)". The Bidder to whom the Contract is awarded shall be referred to as the "Contractor."
- 1.3 Scope: The University of Southern Maine, the second largest of the state's seven universities with a student enrollment of more than 8,900 (1075 in residence) is requesting student-centered, cutting edge, and innovative proposals for the operation of one retail space in the Brooks Student Center. The objective of this RFP is that the resulting Contract shall impose no financial cost or obligation to the University and will generate revenue for the University.

The Brooks Student Center is currently occupied by several offices, including the Division of Student Life and Food Services. The non-University retail space in the Brooks Student Center, in room 129A is a new venture.

The goals of this RFP include but are not limited to the following: provide service and convenience to the entire campus community, particularly students; increase interest and traffic in the Brooks Student Center; and add valuable revenue to the University. The University will furnish space, utilities including heat, and the use of existing equipment at no cost to the Contractor. Custodial and maintenance services to the space(s) will be the responsibility of the Contractor, however some coordination of services and assistance may be available from the University.

Hours of operation will be set by the Contractor, however, these must be set within the existing open times of the Brooks Student Center. During University breaks and holidays, the open times of the Brooks Student Center will be reduced and it is necessary that the Contractor adjust their open times accordingly.

- 1.4 Evaluation Criteria: Proposals for retail spaces will be evaluated on many criteria deemed to

be in the University' best interests, including, but not limited to:

- Experience and expertise in providing banking and financial services (5 pts);
- Quality of the products/services being offered to the campus community (5 pts);
- Need and interest of the campus community in the products/services being offered (5 pts);
- Contribution to institutional financial literacy initiatives (5 pts);
- Quality of the plan to operate the space in the Brooks Student Center (5 pts);
- Financial advantage to the University (5 pts); and
- Plan for providing support and collaboration with the University to engage students in the Brooks Center (5 pts)

Maximum 35 points

- 1.5 Communication with the University: It is the responsibility of the bidder to inquire about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. Addenda will also be posted on our web site, www.maine.edu/strategic/upcoming_bids.php. It is the responsibility of all bidders 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 to: Dan Welter M.A.
University of Southern Maine
37 College Avenue
Gorham, ME
(207) 780-5081
Dwelter@usm.maine.edu

The deadline for email inquiries is October 10, 2014.

The University will respond to written inquiries by email not later than close of business, October 13, 2014.

- 1.6 Award of Proposal: Presentations may be requested of one or more bidders deemed by the University to be the best suited among those submitting proposals on the basis of the selection criteria. After presentations have been conducted, the University may select the bidder which, in its opinion, has made the proposal that is the most responsive and most responsible and may award the Contract to that bidder. The University reserves the right to waive minor irregularities. Scholarships, donations, or gifts to the University, will not be considered in the evaluation of proposals. The University reserves the right to reject any or all bids/proposals/submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that bid/proposal/submission is contrary to the best interests of the University. The University may cancel this Request for Proposals or reject any or all proposals in whole or in part. Should the University determine in its sole discretion that only one bidder is fully qualified, or that one bidder is clearly more qualified than any other under consideration, a contract may be awarded to that bidder without further action. The University specifically reserves the right to request that two or more bidders enter into discussions for the purpose of establishing a business partnership arrangement intended to achieve the objectives set forth in this RFP.
- 1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to the University of Maine System's Director of Strategic Procurement within five (5) business days

of the date of the award notice, with a copy of the protest to the successful bidder. The protest must contain a statement of the basis for the challenge.

- 1.8 Confidentiality: The information contained in proposals submitted for the University's consideration will be held in confidence until all evaluations are concluded and a vendor selected (the successful bidder). At that time the University will issue bid award notice letters to all participating bidders and the successful bidder's proposal may be made available to participating bidders upon request. After the protest period has passed and the contract is fully executed, the winning proposal will be available for public inspection. 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 of a proprietary nature to the extent allowed by law. Clearly mark any information considered confidential.

The University must adhere to the provisions of the Maine Freedom of Access Act (FOAA), 1 MRSA §401 et seq. As a condition of accepting a contract under this section, a contractor 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.

- 1.9 Costs of Preparation: Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process.
- 1.10 Debarment: Submission of a signed proposal 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.
- 1.11 Proposal Understanding: By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- 1.12 Proposal Validity: Unless specified otherwise, all proposals shall be valid for ninety (90) days from the due date of the proposal.
- 1.13 Non-Responsive Bids/Proposals: The University will not consider non-responsive bids or proposals, i.e., those with material deficiencies, omissions, errors or inconsistencies.
- 1.14 Specification Protest Process and Remedies: If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to the Office of Strategic Procurement. 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 bid opening date and time. 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. Protests should be delivered to the Office of Strategic Procurement in sealed envelopes, clearly marked as follows:

SPECIFICATION PROTEST, RFP #09-15

- 1.15 Proposal Submission: A **SIGNED** original, 2 paper copies, and a digital file on a flash drive of the proposal must be submitted to the Dan Welter M.A., University of Southern Maine, 37

College Avenue, Gorham, ME in a sealed envelope by October 15, 2014, to be date stamped by the Office of Student Life in order to be considered. Normal business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Bidders may wish to check <http://www.maine.edu/alerts/> to determine if University operations have been suspended. Proposals received after the due date will be returned unopened. There will be no public opening of proposals (see Confidentiality clause). In the event of suspended University operations, proposals will be due the next business day. Vendors are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the due date because of unforeseen circumstances. Vendors assume the risk of the methods of dispatch chosen. The University assumes no responsibility for delays caused by any package or mail delivery service. Postmarking by the due date WILL NOT substitute for receipt of proposal. Additional time will not be granted to any single vendor, however additional time may be granted to all vendors when the University determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.** The envelope must be **clearly** identified on the outside as follows:

Name of Bidder
Address of Bidder
Due Date October 15, 2014
RFP # 09-15

- 1.16 Proposal Preparation: Before submitting a proposal, the bidder may visit the site of the proposed work to become fully acquainted with existing conditions, facilities, difficulties and restrictions, thoroughly examine and be familiar with the specifications included in the proposal. The site will be available for inspection at any time.
- 1.17 Pre-Proposal Conference: A conference will be held on Thursday, October 9, 2014 at 10:00 AM EST. The purpose of this conference is to answer questions and provide further clarification as may be required. Please hold all questions until this meeting. Attendance by all prospective bidders is **optional**.

The pre-proposal conference will be held at the Husky Center.

Bidders planning to attend this pre-proposal conference should contact Dan Welter at 207-780-5081 no later than 4:00 p.m. local time on Tuesday, October 7, 2014 with the names and titles of the individuals who will attend.

- 1.18 Authorization: Any contract or agreement for services that will, or may, result in the expenditure by the University of \$50,000 or more must be approved in writing by the Director of Strategic Procurement and it is not approved, valid or effective until such written approval is granted.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

- 2.1 **Contract Administration:** The Office of Strategic Procurement or its designee shall be the University's authorized representative in all matters pertaining to the administration of this Contract. All matters pertaining to any lease documents shall be administered by the Office of Facility Management.
- 2.2 **Contract Documents:** If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a lease agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Contract Documents.
- 2.3 **Contract Modification and Amendment:** The parties may adjust the specific terms of this Contract (except for pricing and/or commission) where circumstances beyond the control of either party require modification or amendment. Any modification or amendment proposed by the Contractor must be in writing to the Office of Strategic Procurement. Any agreed upon modification or amendment must be in writing and signed by both parties.
- 2.4 **Contract Term:** The Contract term shall be for a period of four (4) years commencing upon January 12, 2015. With mutual written agreement of the parties this Contract may be extended for four (4) additional one-year periods. Prior access to the retail space may be granted to allow for renovation as needed by the awarded bidder. Prior access will be granted at the discretion of the Office of Student Life.
- 2.5 **Contract Data:** The Contractor is required to provide the University with detailed data concerning the Contract at the completion of each contract year or at the request of the University at other times. The University reserves the right to audit the Contractor's records to verify the data. This data may include, but is not limited to, dollar volume, items sold, services rendered, and commissions paid to the University.
- 2.6 **Contract Validity:** In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.
- 2.7 **Non-Waiver of Defaults:** Any failure of the University to enforce or require the strict keeping and performance of any of the terms and conditions of this Contract shall not constitute a waiver of such terms, conditions, or rights.
- 2.8 **Cancellation/Termination:** If the Contractor defaults in its agreement to provide personnel or equipment to the University's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the University shall promptly notify the Contractor of such default and if adequate correction is not made within 10 days, the University may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice. Loss of license or termination of professional certification will mean immediate termination of this Contract. Cancellation does not release the Contractor from its obligation to provide goods or services per the terms of the Contract during the notification period.

The University desires to have continuity of operation throughout the academic year. Except for cause, either party may have the option to terminate the Contract at the end of each spring semester. Termination shall be effective no earlier than May 15 and no later than June 30.

- 2.9 Employees: The Contractor shall employ only competent and satisfactory personnel and shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the University. If the Contract Administrator or designee, notifies the Contractor in writing that any person employed on this Contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Contract without the prior written consent of the Contract Administrator.
- 2.10 Clarification of Responsibilities: If the Contractor needs clarification of or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Office of Strategic Procurement.
- 2.11 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Maine without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Maine. The Contractor agrees to notify the Contract Administrator and the Contact for Brooks Center administration and operations of any litigation arising out of or implicating this contract.
- 2.12 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the University.
- 2.13 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with University policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The University encourages the employment of individuals with disabilities.
- 2.14 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the University. The Contractor is not to be deemed an employee or agent of the University and has no authority to make any binding commitments or obligations on behalf of the University except as expressly provided herein. The University has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the University.
- 2.15 Sexual Harassment: The University is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The University thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as University policy by the Board of Trustees. Failure to comply with this policy could result in termination of this Contract without advanced notice. Further information regarding this policy is available from:

University of Southern Maine
Joy Pufhal
Dean of Students & Executive Director of Student and University Life
218 Sullivan Complex
96 Falmouth Street
Portland, ME 04104
(207) 780-4035

- 2.16 Indemnification (Contractor): The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the University and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the University or for which the University may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.
- 2.17 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance:

<u>Insurance Type</u>	<u>Coverage Limit</u>
1. Commercial General Liability (Written on an Occurrence-based form)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
2. Vehicle Liability (Including Hired & Non-Owned)	\$1,000,000 per occurrence or more (Bodily Injury and Property Damage)
3. Workers Compensation (In Compliance with Applicable State Law)	Required for all personnel

The University of Maine System shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

Office of Strategic Procurement
University of Maine System
16 Central Street
Bangor, Maine 04401

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the University should be included as follows:

University of Maine System
16 Central Street
Bangor, Maine 04401

- 2.18 **Smoking Policy:** The University must comply with the "Workplace Smoking Act of 1985" and M.R.S.A. title 22, § 1541 et seq "Smoking Prohibited in Public Places." In compliance with this law, the University has prohibited smoking in all University System buildings except in designated smoking areas. This rule must also apply to all contractors and workers in existing University System buildings. The Contractor shall be responsible for the implementation and enforcement of this requirement within existing buildings.
- 2.19 **The University of Southern Maine is a tobacco-free campus.** This policy applies to faculty, staff, students, contractors, vendors and visitors. The use of tobacco and all smoking products is not permitted on any university-owned property, which includes but is not limited to, buildings, university grounds, parking areas, campus walkways, recreational and sporting facilities, and university or personally-owned, rented or leased vehicles.
- Tobacco use by definition includes the possession of any lighted tobacco products, or the use of any type of smokeless tobacco, including but not limited to chew, snuff, snus, electronic cigarettes, and all other nicotine delivery devices that are non-FDA approved as cessation products.
- 2.20 **Gramm Leach Bliley (GLB) Act (Confidentiality of Information):** The Contractor shall comply with all aspects of the GLB Act regarding safeguarding confidential information.
- 2.21 **Payments:** The University is using several, preferred methods of payment: Bank of America's ePayables and PayMode electronic payment systems. Please indicate your ability to make payment via any or all of these methods.
- 2.22 **Force Majeure:** If, because of riots, war, public emergency or calamity, fire, earthquake, Acts of God, government restriction, labor disturbance or strike, business operations of the University shall be interrupted or stopped, performance of this Contract, with the exception of the monies already due and owing shall be suspended or excused to the extent commensurate with such interfering occurrence, and the expiration date of the Contract may be extended for a period of time equal to the time that such default in performance is excused.
- 2.23 **License:** Contractor shall submit proof of licensure in Maine for any work or professional staff requiring licenses who performs services under the Contract.
- 2.24 **Facility Renovation and Depreciation:** All renovations to and capital investments in the Brooks Center must meet or exceed University standards and must be approved in advance by the University of Southern Maine's Office of Facilities Management. The capital investment by the Contractor to renovate and/or install fixtures in the Brooks Student Center will be depreciated on a straight-line basis over the initial 4-year term of the Contract. All design fees and fees associated with planning facility/space renovation shall be incurred solely by the Contractor and the Contractor shall treat all design and planning fees as the Contractor's operating expense. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.

All facility/space improvements or changes, and fixtures shall become the property of the University at the termination of the Contract. If the Contract, or extension thereto, ends for reasons other than poor performance prior to the capital investment being fully depreciated, then the University will reimburse the Contractor for the non-depreciated portion of the capital investment. If the Contract is terminated because of poor performance outlined in Section 2.8,

the University shall not be obligated to reimburse the Contractor for the non-depreciated portion of the capital investment, and all facility improvements and fixtures shall become property of the University.

2.25 University Facility Obligations: The University will provide the Contractor with:

- Brooks Student Center retail space consisting of approximately 96 square feet;
- Existing Brooks Student Center fixtures in as-is condition;
- Utilities including electricity and heat;
- Security service provided by the University of Southern Maine Public Safety Department in the same manner as provided to other University buildings/spaces. Additional security- services may be provided upon request with the Contractor agreeing to fully reimburse the University for such services; and
- Basic internet/cable TV services provided by the University in the same manner as provided to other Brooks Student Center occupants.

2.26 Contractor Facility Obligations: The Contractor will provide:

- Proper cleaning and maintenance (to the satisfaction of the University) of the- spaces occupied and/or operated by the Contractor;
- Emergency master key to be left with the University of Southern Maine Public Safety Department;
- Internal security: Contractor shall collaborate with the University of Southern Maine Public Safety Department and the Administration concerning questions of enforcing regulations, and internal security and theft control in the Brooks Student Center. The University requests that in non-emergency situations, the Contractor's first points of contact with regard to security and safety issues be with the Brooks Student Center Building Manager and/or the University of Southern Maine Department of Public Safety;
- Emergency evacuation plan to the Building Manager annually.

2.27 Parking Regulations and Use of Walkways: The Contractor's vehicles and those of their employees working on campus must be registered with the Office of Parking and Transportation. Unregistered vehicles on the University campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced and towing will be at the Contractor's expense. A copy of the regulations can be obtained by calling the Office of Parking and Transportation at 207-780-4718.

2.28 Contractor's Liability Insurance: The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this paragraph and such insurance has been approved by the University, and Contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of subcontractor has been so obtained.

The Contractor and any Subcontractor shall purchase and maintain such insurance as will protect themselves from claims set forth below which may arise out of or result from the Contractor's or Subcontractor's execution of the work, whether such execution be by themselves or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under Workers' Compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of their employee(s);
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;
4. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from; and

5. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle or motorized vehicle.

A. General Liability: Contractor shall provide General Liability Insurance with coverage for premises and operations, products and completed operations, broad form property damage, Contractual, personal and advertising injury liabilities. Insurance shall be provided on a standard Insurance Services Office Commercial (ISO) General Liability 1998 Form CG0001 or equivalent and shall include the following endorsements or their equivalent: 1) Additional Insured Endorsement (CG20 10 11/85 edition) with the University of Maine System, 16 Central Street, Bangor, ME 04401 listed as additional insured. The policy form and endorsements must be included on the certificate of insurance. The below required minimum insurance limits shall not be construed as a limitation of the University's rights under any insurance with higher limits and no insurance shall be endorsed to include such limitation. General liability insurance required minimum limits:

1. Professional Liability (if applicable) \$2,000,000
2. General Aggregate \$2,000,000
3. Products & completed Operations Aggregate \$2,000,000
4. Personal Injury Aggregate \$1,000,000
5. Each Occurrence for Contracts under \$1 million \$1,000,000
6. Each Occurrence for Contracts over \$1 million \$2,000,000
7. Personal Advertising Injury \$1,000,000

B. Workers' Compensation: Coverage shall be provided on a statutory basis according to Maine law and will apply to all personnel on the job site:

1. Bodily Injury by Accident \$500,000 each accident
2. Bodily Injury by Disease \$500,000 each employee
3. Bodily Injury by Disease \$500,000 policy limit

C. Auto Liability Insurance: Insurance shall cover all owned and hired vehicles as well as Contractor's non-ownership liability:

1. Limits: Combined Single Limit of Liability \$1,000,000

D. Certificates of Insurance: Certificates of Insurance acceptable to the University shall be filed with the Contract Administrator prior to the commencement of work. The Certificates of Insurance shall indicate the certificate holder as the University of Maine System, 16 Central Street, Bangor, ME, 04401, and shall contain a provision that coverage afforded under the above policies will not be cancelled or materially changed unless at least thirty (30) days prior written notice has been given to the University. All coverage required to comply with the Specifications shall be provided by companies licensed by the State of Maine Bureau of Insurance.

This section intentionally left blank.

SECTION THREE

3.0 STUDENT AFFAIRS

3.1 Student and University Life supports USM's academic mission through the provision of exciting experiential activities and outstanding programs and services that promote student engagement, self-awareness and personal development, appreciation of diversity, service to others, and connections within and outside USM. The Departments and Units within Student and University Life Include:

- Dean of Students
- Diversity & Inclusivity
- Wellness and Prevention Education
- Health and Counseling
- Residential Life
- USM Dining
- Student Involvement & Activities
- Greek Life
- Student Government Association
- Student Clubs & Organizations
- Sullivan Complex and Outdoor Recreation
- Intramural Sports

3.2 Specifications for retail operations in the Brooks Student Center

3.2.1 Permitted Operations

The contractor shall have the right to operate a financial institution in the Brooks Student Center. Businesses outside of what could be considered a financial institution are not permitted. The Contractor shall operate and manage the financial business in a manner that reflects the image and reputation of the University and supports the academic mission of the University.

3.2.2 Staffing, Equipment, Supplies, and necessities

The contractor shall provide the necessary and appropriately trained and certified (licensed if appropriate) staff, equipment, supplies and other necessities required of the business. The Contractor shall meet the applicable standards for operation include but not limited to federal, state, and local requirements.

3.2.3 Engagement in Campus community

The Contractor should become involved in the academic and social environment of the University and provide opportunities to collaborate and support the campus community. The contractor is expected to offer at least 1 internship each academic year, providing a hands on learning experience for undergraduate students.

3.2.4 Operating History & References

The Contractor must have been in business for a minimum of five (5) years and shall provide a reference list that shall include the business name, contact name, title and phone number, start date of contract and a brief description of services provided and a comparable to what will be offered in the proposal.

3.2.5 Business Operating Plan

The contractor must have an established operating plan that includes but is not limited to the following:

- Marketing and communication planning and implementation for the campus.
- Accounting services that include regular reports of the critical performance indicators of this operation.

3.2.6 Financial Stability

The Contactor shall show evidence that sufficient cash reserves are available to ensure that there will be no interruptions in business/service.

3.2.7 Staffing

The Contractors shall be responsible at its sole cost and expense to employ all personnel necessary for the efficient and profitable operation of the business/service. The Contractor shall do everything in its power to ensure that the management team and the staff of the business are stable and that their conduct and interaction with the University community, customers, and vendors are consistent with the mission and values of the University. All contractor employees will adhere to the behavioral standards of the University and meet mandatory training for university staff while working on the University premises. (<http://usm.maine.edu/hrs/required-training-employees>). The Contractor shall remove any contracted employee(s) from the premises when requested to do so by the University. The Contractor is encouraged to hire as many USM students as possible.

3.2.8 Hours of Operation

Contractor will set hours of operation however they will need to be set within the normal operating hours of Brooks Student Center for the academic year, holidays and breaks. Normal hours of operation during the academic school year for Brooks student center are 7:00am – 12:00am Monday through Sunday.

3.2.9 Financial Reporting

On a monthly basis the contractor will submit a report on financial operating information to the University. On an annual basis, the contractor shall submit a detailed financial statement to the primary contact for administration and operations. The financial statement must include:

- Total revenues
- Costs of goods sold (expenditures)
- Personnel expense
- Gross Margin
- Direct operating expenses
- Profit/loss
- Financial payment to the University

3.2.10 Brooks Advisory Board

Student and University Life shall advise the Brooks Advisory Board (BAB) that meets on a regular basis. The role of BAB is to provide input and feedback to the University regarding the services and operation of Brooks Student Center. BAB meets regularly, and will this will serve as a mechanism for the contractor to receive feedback and information from the University.

SECTION FOUR

4.0 PROPOSAL CONTENT

Bidders may submit proposals for any or all the spaces in the Memorial Union specified in this RFP. Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the University. Inaccuracies, misstatements, or failure to provide all information may be sufficient cause for rejection of the proposal or rescission of an award. Bidders are encouraged to provide any additional information that may be useful in the evaluation process. Responses to each requirement below should be in order and each response shall have a specific tab identifying the contents of that section. No financial statements are required to be submitted with the proposals, however, prior to an award the University may request financial statements from the Contractor, including credit reports.

- 4.1 Cover Letter: The cover letter shall summarize the key points in the RFP and shall not exceed two pages in length.
- 4.2 Company History and Background: Bidders are asked to provide information about any relevant experience in operating/managing a retail operation in this or a similar market. Please describe your company's experience in serving college-aged students and/or a campus community.
- 4.3 Retail Operations: Describe the proposed retail operations. The University is particularly interested in receiving information about the services and/or products being offered, hours of operation, etc.
- 4.3 Personnel/Staffing: Provide a proposed staffing plan and describe how the business will operate in this setting (Brooks Center/campus community).
- 4.4 Marketing and Promotion: Please describe the Bidder's plans for marketing Bidder's services and/or products to the University community.
- 4.5 Financial Projections: Please provide financial projections for the first year of operation.
- 4.6 Financial Return to the University: Please provide a description of the annual financial return to the University. This could be rent, percentage of the profits, a combination of these two, or take another form.
- 4.7 Facility Plans: Be sure to describe the Bidder's plans and financial commitment to renovate, update and fixture the space(s) in the Brooks Center.
- 4.8 Lease: Refer to Attachment D, the University's standard Lessor agreement, and describe any proposed modifications required by the Bidder.
- 4.9 Litigation: List any pending litigation to which the Bidder is a party including the disclosure of any outstanding judgment(s).
- 4.10 Insurance: Please provide proof of insurance at levels required herein by a letter from an insurance carrier certified to do business in the State of Maine stating the bidder can be approved for the required insurance, or a certificate of insurance verifying insurance to the levels required by the agreement.
- 4.11 Signature Page: The attached signature page must be provided with each proposal.

ATTACHMENT A

SIGNATURE PAGE

Company Name: _____

Address: _____

By (Authorized Representative): _____

Signature: _____

Title: _____

Date: _____

Phone: _____

E-Mail: _____

ATTACHMENT B

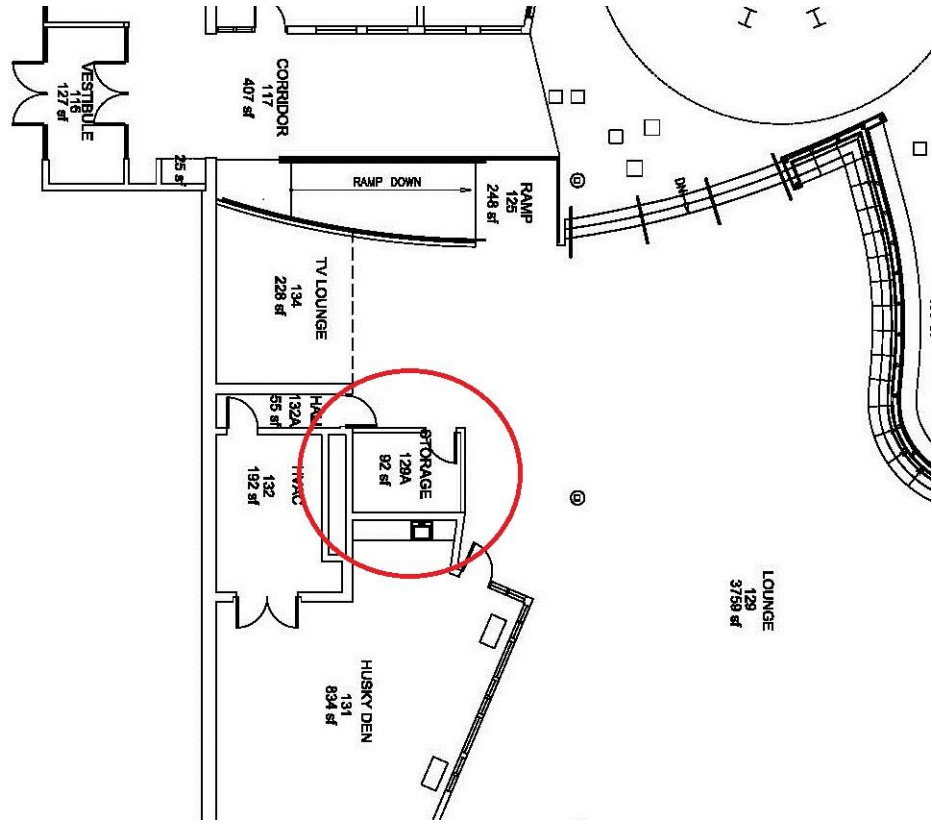
BROOKS CENTER HISTORY AND FUNCTIONS

The Brooks Student Center is located near the center of University of Southern Maine's Gorham Campus, and is looked to as the epicenter of what's happening at USM in Gorham. Brooks Student Center plays a number of critical roles in the day to day operations of the more than 1000 students who call USM-Gorham home, containing two dining locations, the office of Student Activities & Greek Life, and the campus largest multi-purpose gathering spaces & performance venues. Visitors to campus are directed to Brooks Student Center as their one-stop center on campus. Brooks Student Center serves campus in a number of ways, containing meeting rooms, student and professional offices, multipurpose spaces, the Student Organization Resource Center, Study space, and a Recreation room.

Brooks Student Center has been invested in institutionally undergoing major renovations to the lower level in the fall of 2012, updating the space significantly and providing additional utility within the space. Brooks Student Center has maintained its course of constant improvement, and has undergone and minor renovations in summer 2013 resulting in the addition of the Husky Center & Summer 2014 resulting in the addition of Portland Pie, and expanded variety in the Convenience store. The institutions commitment to Brooks Student Center has resulted in notable increases in foot traffic in Brooks Student Center. Weekly events and major campus events (e.g.: orientation, welcome weekend programming, and family & friends weekend) are all frequently hosted in Brooks Student Center.

The Brooks Student Center serves as the primary location for student interaction and welcoming the entire campus community of students, staff, faculty, alumni and guests. Nationwide, student centers have grown in size and function, greatly contributing to a sense of community that inspires loyalty to and pride in their institutions. Brooks Student Center has made great strides in becoming an integral part of the Gorham campus, and is easily recognizable as one of campuses learning labs, where students can come together, and foster an idea from concept to creation all in one space. Brooks Student Center a central part of the fabric of the USM student experience.

ATTACHMENT C



ATTACHMENT D

LEASE AGREEMENT

This Lease Agreement, is made, and entered into this ____ day of _____, 20____, by and between the _____ (hereinafter the "Lessor") and University of Maine System, acting by and through the University of Southern Maine (hereinafter the "Lessee").

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree and follows:

1. Premises. Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described premises (the "Premises") _____, which are further described in Attachment A (which shall include a floor plan, if applicable, of the Premises), which is appended to and, by this reference, incorporated into this Lease.
2. Term. The term of this Lease shall be from _____, 20____ until _____, 20____. 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 _____ additional term(s) of _____ year(s) each, on the same terms and conditions of this Lease, except as to rent, which shall be negotiated by the parties .
3. Rent. The Lessee agrees to pay to the Lessor \$_____ as rent for the Premises, which rent shall be paid in installments of \$_____ each, and which shall be paid to the Lessor as follows:
_____. Rent for any partial months shall be prorated at a daily rate.
4. Use of Premises. Lessee shall use and occupy the Premises for the following purpose(s) only:
_____. Lessee shall not use the Premises for any other purpose without the prior written consent of the Lessor .
5. Insurance. With respect to and during the term of this lease, Lessee and Lessor shall each maintain in force a policy of commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence, covering bodily injury, personal injury, and property damage. A certificate of insurance evidencing insurance coverage(s) shall be provided to the other party prior to the commencement of this lease.

The Lessor agrees to insure the leased premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee's own contents.

6. Liability. Nothing in this Lease shall be construed as an indemnification by one party of the other for liabilities or claims of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Lease. Any liabilities or claims for property loss or damage or death or personal injury by a party or third persons, arising out of the performance of this Lease shall be determined according to applicable law. Neither party is obligated to indemnify the other party or to hold harmless from costs or expenses incurred as a result of such liabilities or claims; and each shall continue to

enjoy all rights, claims, immunities and defenses available to it under law, including but not limited to the Maine Torts Claims Act, 14MR.S.A. §8101, et seq.

7. Applicable Law. This Lease shall be interpreted and governed according to the laws of the State of Maine, without regard to its choice of law provisions. Maine shall be the forum for any lawsuits or claims arising under this Lease.

8. Termination. The Lessee shall have the right to terminate this Lease by giving at least _____ days written notice to the Lessor and setting forth in such notice the effective date of termination. In the event that Lessee is not appropriated funds for the next fiscal year to continue this Lease, then Lessee shall have the right to immediately terminate this lease and shall not, in that event, be obligated to make any payment to Lessor beyond the end of the then fiscal year.

9. Assignment. This Lease may be assigned, transferred or conveyed by the Lessee with the written consent of the Lessor. The use of the Premises by any such sub-lessee or assignee shall be similar to the use described in section 4 hereof.

10. Non-discrimination. Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, genetic information, national origin or citizenship status, age, disability, or veteran status. Lessor warrants that the Premises are physically accessible to individuals with disabilities. The Lessee encourages the Lessor in the employment of individuals with disabilities.

11. Non-waiver. The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.

12. Severability. In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portion of this Lease.

13. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.

14. Destruction. If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate

without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.

15. Condemnation. In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.

16. Holdover. If Lessee remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable.

17. Binding Effect. This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.

18. Taxes. The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.

19. Breach by Lessor. Lessee shall have the right to terminate this Lease without further obligation in the event Lessor breaches any term of covenant of this Lease and Lessor fails to correct such breach within thirty (30) days after written notice to Lessor.

20. Surrender. At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear excepted.

21. Notice. Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lessor:

And University of Maine System
 16 Central Street
 Bangor, ME 04401

To Lessee:

or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

22. Lessor's Authority. Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this lease.

23. Quiet Enjoyment. On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.

24. Force Majeure. Neither party to this Lease shall be liable for non-performance of any obligations under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

25. Utilities. Where a checkmark is placed in the box of the column under a party below, it is that party's responsibility to pay for those services to the Premises.

Lessor	Lessee	
<input type="checkbox"/>	<input type="checkbox"/>	Water
<input type="checkbox"/>	<input type="checkbox"/>	Sewer
<input type="checkbox"/>	<input type="checkbox"/>	Refuse Removal
<input type="checkbox"/>	<input type="checkbox"/>	Fuel
<input type="checkbox"/>	<input type="checkbox"/>	Electricity
<input type="checkbox"/>	<input type="checkbox"/>	Heating and Cooling Systems
<input type="checkbox"/>	<input type="checkbox"/>	Maintenance and Upkeep
<input type="checkbox"/>	<input type="checkbox"/>	Carpeting
<input type="checkbox"/>	<input type="checkbox"/>	Lighting Fixtures
<input type="checkbox"/>	<input type="checkbox"/>	Telephone Installation, Service, Billing and Long Distance Charges
<input type="checkbox"/>	<input type="checkbox"/>	Cable Television
<input type="checkbox"/>	<input type="checkbox"/>	Snow Removal

Lessee shall furnish and pay for any other services or supplies it desires for which responsibility is not designated above.

26. Default. Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days to either correct the condition, or commence corrective action if the condition cannot be corrected within 30 days. If the condition cannot be corrected in 30 days, Lessee shall have reasonable time to complete the correction.

27. Lessor's Covenants. Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water and a sound physical structure, and to maintain the grounds and remove the rubbish.

28. Access. Lessee has the right of reasonable ingress and egress to the leased Premises.

29. Documentation. Lessor shall provide to Lessee at the time of signature of this Lease a completed and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this _____ day of _____, 20__.

LESSOR:

LESSEE:

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

STATE OF MAINE

_____ ss _____, 20 ____

Then personally appeared before me the above-named _____ in his/her capacity as _____ of the University of Maine System and acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public /Attorney-at-Law

Printed Name:
My Commission Expires: _____

STATE OF MAINE

_____ ss

_____, 20 _____

Then personally appeared before me the above-named _____ in
his/her capacity as _____ of the _____ and
acknowledged the foregoing instrument to be his/her free act and deed.

Before me,

Notary Public /Attorney-at-Law

Printed Name:
My Commission Expires: _____