

# **NOTICE TO COMMERCIAL PROPERTY BROKERS**

## **REQUEST FOR PROPOSALS #18-16**

12 September 2015

### **SECTION I: GENERAL INFORMATION**

The University of Maine System (UMS or University) is seeking a Real Estate Broker/Sale Representative to assist in the sale of university owned property within the condominium located at 16 Central Street, Bangor, Maine. The building is also known as the "Grant Building" or the "Bass Building". The property consists of office space of approximately 48,742 gross square feet on three levels of the five story building. A broker wishing to be considered must submit qualifications to the University by 12:00 Noon, September 30, 2015. This Request For Proposals (RFP) will provide information to allow the University to select a transactional brokerage service/sale representative to complete the work as outlined below.

### **SECTION II: SCOPE**

The University of Maine System seeks a broker on which it can rely to assist in the sale of the noted property.

### **SECTION III: REQUIRED SUBMISSION INFORMATION**

Prospective Brokerage firms should prepare a statement of qualifications for the University's consideration. The submission must be electronic in .pdf format and shall include the following minimum information:

- A. Transmittal Letter: Provide a brief letter summarizing the firm's interest, qualifications and experience.
- B. Plan and Availability: Describe the firm's plan for marketing the property and otherwise successfully identifying a buyer. Also describe resources to be assigned to carry out this work.
- C. Qualifications and Experience: Describe the qualifications of the firm to carry out this work, and the firm's specific commercial real estate experience in Maine, and in Bangor in particular. Identify the person(s) who will be Principally-assigned to the work. Describe the qualifications of the primarily assigned individual(s) to carry out this work and the individual(s)' specific commercial real estate experience in Maine, and in Bangor in particular. Submission of names shall be considered a commitment on the part of the firm to retain stated personnel on the project throughout its duration.
- D. Cost. Please describe the totality of the cost to the University for the Brokers services. Please express that total cost as a commission rate (percentage of sale price) being proposed. Please confirm the proposed commission is offered assuming that Attachments A and B will be executed and form the contract without exception or alteration. Proposals should assume a sale price of \$2 million and must confirm as part of the submission that the commission rate is fixed at the proposed percentage irrespective of the actual ultimate sale price.
- E. References. Provide a minimum of three (3) references (name, address, telephone number, and email address) who are current or former clients for whom similar work has been performed in Maine, preferably in the Bangor market, within the last three (3) years, and, who can be contacted by UMS with respect to the firm's reputation for work, responsibility, timeliness, cost, and efficiency. Letters of reference may be submitted with additional information as appropriate.
- F. Other Information. As desired, provide any other information the firm considers relevant to the evaluation criteria set forth in this RFP.

### **SECTION IV: SUBMISSION PROCESS**

The Office of Facilities Management and General Services (FM) will respond in writing to all relevant questions received prior to the question deadline date of 4:00 pm on Friday, September 18, 2015. Only those answers received in writing will be considered binding. Questions and responses about this RFP will be furnished in writing to all those who requested a copy of the RFP from FM. They will also be posted at the following web site:  
[http://www2.maine.edu/strategic/upcoming\\_bids.php](http://www2.maine.edu/strategic/upcoming_bids.php)

Submission Instructions. Qualifications shall be submitted according to the following:

1. All submissions shall be sent electronically via email to [<acyr@maine.edu>](mailto:acyr@maine.edu). If the appraiser wishes to submit an electronic copy on stored media, (CD, flash drive), submissions should be sent to:

University of Maine System  
Office of Facilities Management and General Services  
16 Central Street  
Bangor, ME 04401-5106

**Qualifications to Provide Brokerage Services for the University of Maine System – RFP #18-16**  
ATTN; Alan Cyr, Project Manager.

**In all cases, submissions must be received by 12:00 Noon, September 30, 2015.** Submittals received by FM after the deadline will not be considered. Only electronic submissions received pursuant to this Section IV will be accepted. UMS assumes no responsibility for delays caused by delivery disruptions.

2. Submission Identifier. The subject line of submission emails must be: **Qualifications to Provide Brokerage Services for the University of Maine System – RFP #18-16**

## **SECTION V: SELECTION PROCESS AND CRITERIA**

- A. General. All qualifications submitted in response to this RFP will be reviewed for appropriateness and completeness prior to referral to the selection committee. UMS reserves the right to reject any or all submissions, in whole or in part, if that submission is contrary to the best interests of UMS.
- B. Evaluation Criteria. A Selection Committee will subsequently determine the merit of submissions received in accordance with the responses provided in response to the qualification information requested in Section III. Submissions will be ranked in accordance with the following criteria:
  1. Qualifications and Experience 50%
  2. Plan and Availability 20%
  3. Cost 20%
  4. References 10%

## **SECTION VI: OTHER RFP INFORMATION**

- A. The successful firm will be required to enter into a standard University of Maine System contract. The form of agreement between Owner and the chosen Broker will be a Contract for Services (Attachment C).
- B. Attachment A: Exclusive Right to Sell Agreement, and, Attachment B: Addendum to Exclusive Right to Sell Listing Agreement will also form part of this contract.

## **SECTION VII: REQUIREMENTS**

- A. The University reserves the right to reject any or all submissions, in whole or in part, and is not necessarily bound to accept the lowest cost bid/proposal/submission if that submission is contrary to the best interests of the UMS.
- B. Submitters may appeal the award decision by submitting a written protest to the UMS System Director of Facilities Management and General Services within 5 business days of the date of the award notice with a copy of the protest to the successful awardee. The protest must contain a statement of the basis for the challenge.
- C. 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.
- D. The Commercial Property Broker Request for Qualifications and Selection Process, as outlined herein, shall be considered subject to change as required by the University of Maine System. Terms and conditions of the Agreement between Owner and Commercial Property Broker shall take precedence over all prior understandings and/or Agreements, if any, including this Request for Proposals.
- E. The UMS retains the right to terminate the services of the Broker/Sale Representative at any time prior to the execution of a signed Contract Agreement.
- F. No costs related to the preparation of the proposal for this RFP or to the negotiation of the contract with the University may be included in the submission. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.

END OF REQUEST FOR PROPOSALS

**ATTACHMENT A**  
**EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT**

AGENCY: \_\_\_\_\_ DATE: \_\_\_\_\_

**DISCLOSURE PROVISIONS**  
**APPOINTED AGENT:**

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are \_\_\_\_\_

\_\_\_\_\_ and holds a \_\_\_\_\_ Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

**Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment to the Agent(s).** \_\_\_\_\_ Yes \_\_\_\_\_ No

**DISCLOSED DUAL AGENT:**

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
  - the willingness or ability of Seller to accept less than the asking price;
  - the willingness or ability of Buyer to pay more than has been offered;
  - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
  - the motivation of Seller for selling and the motivation of Buyer for buying.

**Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent.** \_\_\_ Yes \_\_\_ No

In consideration of Agency's agreement to list and promote the sale of (  all  part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of \_\_\_\_\_, County of \_\_\_\_\_, State of Maine, located at \_\_\_\_\_ and described in deed(s) recorded at said County Registry of Deeds in Book(s) \_\_\_\_\_, Page(s) \_\_\_\_\_, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ \_\_\_\_\_, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of \_\_\_\_\_ % of contract price. This Agreement begins on \_\_\_\_\_ and will expire on \_\_\_\_\_, unless if prior to such expiration date the Seller places the property under any type of contract, in which case this Agreement will expire upon closing, transfer of title and/or termination/expiration of such contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on \_\_\_\_\_.

**SUBAGENCY**

- Yes  No This Agency's policy is to cooperate with other agencies acting as subagents of you the Seller.  
 Yes  No This Agency's policy is to share compensation with subagents.

**BUYER'S AGENCY**

- Yes  No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.  
 Yes  No This Agency's policy is to share compensation with Buyer's agents.

**TRANSACTION BROKERS**

- Yes  No This Agency's policy is to cooperate with other agencies acting as transaction brokers.  
 Yes  No This Agency's policy is to share compensation with transaction brokers.

**DISCLOSURE OF VARIABLE COMPENSATION**

- Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.  
 Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency.

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
  - To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
  - To refer all inquiries to Agency.
  - To convey property by \_\_\_\_\_ deed.
  - To authorize a "For Sale" sign on the property.  Yes  No
  - To authorize the advertising of the property.  Yes  No
  - To authorize use of a key and/or a lock box on the property.  Yes  No
  - To authorize Agency to divulge the existence of offers on the property.  Yes  No
  - To authorize publication of property in the MLS and use of information for marketing, appraisal and statistical purposes.  Yes  No
  - To authorize the Agency to use and make exterior and interior photographs of said property in promoting its sale.  Yes  No
  - To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
  - To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.  Yes  No
  - To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.  Yes  No
  - To authorize purchase of a Home Warranty Plan to be paid at Seller's expense. (\$ \_\_\_\_\_ )  Yes  No
- The Licensee/Agency anticipates receiving the following compensation or other valuable consideration in return for referring a home warranty company to the parties in this transaction when the sale closes: \$ \_\_\_\_\_ .
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller acknowledges that the Agency is not an insurer against loss of or damage to personal property.
  - That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
  - That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
  - To seek legal, tax, and other professional advice as necessary in connection with sale of property.
  - Receipt of a copy of this agreement.
  - That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.
  - That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
  - Any property management services are only provided by Agency if agreed to by separate written agreement.
  - If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

**Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.**

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, sump pump, and electrical fixtures are included with the sale except for the following: \_\_\_\_\_

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: \_\_\_\_\_

Other Conditions: \_\_\_\_\_

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, handicap/disability, familial status (families with children), ancestry, sexual orientation, or national origin.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein.

SELLER(S) \_\_\_\_\_  
\_\_\_\_\_

Accepted by \_\_\_\_\_ on behalf of \_\_\_\_\_  
(REAL ESTATE LICENSEE) (AGENCY)

SELLER(S) Mailing Address: \_\_\_\_\_

SELLER(S) Phone Number(s): \_\_\_\_\_

SELLER(S) E-mail Address: \_\_\_\_\_ SELLER(S) Fax Number(s): \_\_\_\_\_





## **Attachment B**

### **Addendum to Exclusive Right to Sell Listing Agreement**

Addendum to Exclusive Right to Sell Listing Agreement dated \_\_\_\_\_, 20\_\_  
between \_\_\_\_\_ (“Agency”) and/or \_\_\_\_\_ (“Agent”) and The  
University of Maine System (“Seller”) for the sale of real estate located at  
\_\_\_\_\_ (the “Property”).

This Addendum is intended to be a part of and to amend and modify the terms of the form Exclusive Right to Sell Listing Agreement (the "Agreement") to which it is attached, and in the event of any inconsistency between this Addendum and the form Agreement the terms of this Addendum shall control and where appropriate substitute for the terms of the form Agreement.

1. Agency shall use its best professional efforts to market and promote the Property, including agency advertisements and listing on the Maine Real Estate Information System (Statewide MLS), offering a co-brokerage arrangement to represented Buyers on normal and customary reasonable terms including at least a 50% split of the commission payable under the Agreement.
2. Agency shall not be entitled to its commission as set out in the main body of the Agreement unless and until there is a closing on the sale of the Property (or a portion thereof) under the terms of a real estate purchase and sale contract the terms of which Seller has approved, and no commission shall be payable until Seller has received the proceeds of sale in available funds. In the event there is a sale to a represented Buyer (co-brokerage), all commissions paid to any and all brokers, agents, and/or agencies participating in the transaction (including Buyer agents) shall be paid out of the total Agency commission listed in the Agreement.
3. Within fourteen (14) days from the date of expiration or earlier termination of the term of the Agreement, Agency shall provide to the Seller(s) a list of all customers to whom the Property was submitted during the listing period then ended. Notwithstanding such expiration or termination, Agency shall be entitled to its commission if, within six months following such termination date, the Seller(s) shall sell or contract to sell the Property or any portion thereof and there is actually a closing on such sale or contract (1) to any Buyer with whom negotiations were pending at the time of such expiration or termination, or (2) to any Buyer to whom the Property was submitted by Agency and whose name is contained on the list of customers timely provided to Seller by Agency. Upon the expiration of this six-month period, all rights of Agency shall be completely extinguished unless a contract to sell or option to purchase with such a buyer is then in effect; provided, however, that if the Property is in good faith listed exclusively with another real estate broker after the termination of the term of this Agreement, then all rights of Agency under this Agreement shall automatically be extinguished and terminated.
4. Seller shall convey the Property by quitclaim (release) deed and Agency shall not in any event indicate that Seller will convey by warranty deed.

5. Notwithstanding anything else in the Agreement to the contrary, Seller does not authorize and Agency shall not act in a dual agency capacity.
  
6. Notwithstanding anything else in the Agreement to the contrary, Seller shall have no obligation to provide indemnification for, nor hold any party harmless from, any loss, claim, or damage of any kind or nature as may arise under the Agreement. The Seller's execution and delivery of the Agreement and/or this Addendum shall not, expand or create liability on the part of the Seller to any person for claims from which Seller is released, exempted and/or protected by Maine law, including without limitation, the Maine Tort Claims Act, as it is currently in effect or is in the future from time to time modified or amended. Any and all obligations and/or exposure of the Seller with respect to any undertaking or duty herein, and any damages related thereto, are subject to the foregoing limitations, and are further subject to, limited by, and shall not exceed the greater of (i) the legal limits of its liability, (ii) applicable insurance policy coverage limits under any insurance policy the Seller may maintain at the time of such claim, or (iii) in the event of an uninsured loss, or any loss with respect to which coverage is denied under any applicable insurance policy, then any loss or damages limit imposed by statute or otherwise.

\_\_\_\_\_  
SELLER Date  
UNIVERSITY OF MAINE SYSTEM  
By \_\_\_\_\_  
Its:

\_\_\_\_\_  
AGENCY Date  
By its duly authorized agent/officer

\_\_\_\_\_  
AGENT \_\_\_\_\_ Date

## ATTACHMENT C

### UNIVERSITY OF MAINE SYSTEM CONTRACT FOR SERVICES

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the University of Maine System, hereinafter referred to as the "University", and \_\_\_\_\_, hereinafter referred to as "Contractor".

**WHEREAS**, the University desires to enter into a contract for professional services, and the Contractor represents itself as competent and qualified to accomplish the specific requirements of this Contract to the satisfaction of the University;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Specifications of Work**: The Contractor agrees to perform the Specifications of Work as described in **Attachments A and B**, hereby incorporated by reference.
2. **Term**: This Contract shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_, unless terminated earlier as provided in this Contract.
3. **Payment**: The total of **all** payments made against this contract shall be as stated and agreed to in Attachments A and B.
4. **Termination**: This Contract may be terminated by mutual agreement of the parties or by either party upon thirty (30) days prior written notice to the other. If at any time the Contractor fails to comply with the provisions of this Contract, the University shall have the right to terminate this Contract immediately with written notice. Termination does not release the Contractor from its obligations to provide services per the terms of the Contract during the notification period.
5. **Obligations Upon Termination**: Any materials produced in performance of this agreement are the property of the University and shall be turned over to the University upon request. The University shall pay the Contractor for all services performed to the effective date of termination subject to offset of sums owed by the Contractor to the University.
6. **Conflict of Interest**: No officer or employee of the University shall participate in any decision relating to this contract which affects his or her personal interest in any entity in which he or she directly or indirectly has interest. No employee of the University shall have any interest, direct or indirect, in this contract or proceeds thereof.
7. **Modification**: This Contract may be modified or amended only in a writing signed by both parties.
8. **Assignment**: This Contract, or any part thereof, may not be assigned, transferred or subcontracted by the Contractor without the prior written consent of the University.
9. **Applicable Law**: This Contract shall be governed and interpreted according to the laws of the State of Maine.
10. **Administration**: \_\_\_\_\_ shall be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of this Contract and to whom all notices must be sent.
11. **Non-Discrimination**: In the execution of the contract, the Contractor shall not discriminate on the basis of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability, genetic information, or veteran status and shall provide reasonable accommodations to qualified individuals with disabilities upon request. The university encourages the employment of qualified individuals with disabilities.

12. **Indemnification:** The Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and orders relating to the services provided under this Contract. Contractor shall indemnify, defend and hold the University, its Trustees, officers, employees, and agents, harmless from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorney's fees, that the University may become liable to pay or defend arising from or attributable to any acts or omissions of the Contractor, its agents, employees or subcontractors, in performing its obligations under this Contract, including, without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of a publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract or based on any libelous or other unlawful matter contained in such data.
13. **Contract Validity:** In the event one or more clauses of this Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Contract.
14. **Independent Contractor:** Contractor is an independent contractor of the University, not a partner, agent or joint venture of the University and neither Party shall hold itself out contrary to these terms by advertising or otherwise, nor shall either party be bound by any representation, act or omission whatsoever of the other. For U.S. entities, Contractor, its employees and subcontractors if any, is/are independent contractors for whom no Federal or State Income Tax will be deducted by the University, and for whom no retirement benefits, social security benefits, group health or life insurance, vacation and sick leave, Worker's Compensation and similar benefits available to University's employees will accrue. The parties further understand that annual information returns as required by the Internal Revenue Code and Maine Income Tax Law will be filed by the University with copies sent to Contractor. Contractor will be responsible for compliance with all applicable laws, rules and regulations involving but not limited to, employment, labor, Workers Compensation, hours of work, working conditions, payment of wages, and payment of taxes, such as unemployment, social security and other payroll taxes, including other applicable contributions from such persons when required by law.
15. **Intellectual Property:** Any information and/or materials, finished or unfinished, produced in performance of this Contract, and all of the rights pertaining thereto, are the property of the University and shall be turned over to the University upon request.
16. **Entire Contract:** This Contract together with Attachments A and B sets forth the entire agreement between the parties on the subject matter hereof and replaces and supersedes all prior agreements on the subject, whether oral or written, express or implied.
17. **Licensing:** Contractor shall secure in its name and at its expense all federal, state, and local licenses and permits required for operation under this Contract. Contractor shall provide proof of such licensure or permit to the University prior to commencing work under this Contract.
18. **Record Keeping, Audit and Inspection of Records:** The Contractor shall maintain books, records and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven years or for such longer period as specified herein. All retention periods start on the first day after the final payment of the Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The University, the grantor agency (if any), or any of their authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy the books, records and other compilations of data of the Contractor pertaining to this Contract. Such access shall include on-site audits.
19. **Publicity, Publication, Reproduction and use of Contract's Products or Materials:** Unless otherwise provided by law or the University, title and possession of all data, reports, programs, software, equipment, furnishings and any other documentation or product paid for with University



funds shall vest with the University. The Contractor shall at all times obtain the prior written approval of the University before it, any of its officers, agents, employees or subcontractors, either during or after termination of the Contract, makes any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium of communication. If the Contractor or any of its subcontractors publishes a work dealing with any aspect of performance under the Contract, or of the results and accomplishments attained in such performance, the University shall have a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

20. **Confidentiality:** The contractor shall comply with all laws and regulations relating to confidentiality and privacy including but not limited to any rules or regulations of the University.
21. **Force Majeure:** Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public **enemy**, fires, flood, epidemics, strikes, embargoes or unusually severe weather. Dates or time of performance shall be extended to the extent of delays excused by this section provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.
22. **Notices:** Unless otherwise specified in an attachment hereto, any notice hereunder shall be in writing and addressed to the persons and addresses below.
23. **Insurance Requirements and Proof of Insurance (prior to performance of service): Attachment D, hereby incorporated by reference.** The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

**25. Signatures:**

FOR THE UNIVERSITY OF MAINE SYSTEM:

FOR THE CONTRACTOR:

BY: \_\_\_\_\_  
(signature)

LEGAL NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(print or type)

Name: \_\_\_\_\_  
(print or type)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Univ. Acct.# \_\_\_\_\_

Tax ID #: \_\_\_\_\_

**Per University policy, "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 Chief Procurement Officer, or designee, and it is not approved, valid or effective until such written approval is granted."**

BY: \_\_\_\_\_

Title: \_\_\_\_\_  
Chief Procurement Officer or designee

Date: \_\_\_\_\_

**UNIVERSITY OF MAINE SYSTEM  
CONTRACT FOR SERVICES  
INSURANCE REQUIREMENTS**

**ATTACHMENT D**

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 Maine Law)	Required for all personnel

Coverage limit requirements can be met with a single underlying insurance policy or through the combination of an underlying insurance policy plus an Umbrella insurance policy.

**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.

The University reserves the right to change the insurance requirement or to approve alternative insurances or limits, at the University's discretion.

**If this is your first time doing business with the University Of Maine System please complete the New Supplier Request form on our website at:**

**[www.maine.edu/UMSVENDOR](http://www.maine.edu/UMSVENDOR) *(CASE SENSITIVE)***

**You will be required to submit a current w-9 Form to [umsvendor@maine.edu](mailto:umsvendor@maine.edu) or via Fax 207-973-3322.**