



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

Commercial Real Estate Brokerage Services

RFP #2019-19

**Issued Date:** January 17, 2019

**Response Deadline Date/Time:** February 15, 2019 5:00 p.m. EST

**Response Submission Information:**

Submitted electronically to [robin.cyr@maine.edu](mailto:robin.cyr@maine.edu)  
Email Subject Line – Commercial RE Brokerage Services  
RFP#2019-19

**Response Contact Information:**

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## 1.0 INTRODUCTION

### 1.1 Definitions, Background, Purpose and Specifications

#### 1.1.1 Definitions

The University of Maine System will hereinafter be referred to as the "University." Respondents to the document shall be referred to as "Respondent(s)" or "Respondent".

The Respondent to whom the Agreement is awarded shall be referred to as the "Contractor."

The University of Maine System and other components of the University shall be referred to as "Multi-Institution".

#### 1.1.2 Background

##### Overview

Established in 1968, the University of Maine System (UMS) unites seven distinctive public universities, comprising 10 campuses and numerous centers, in the common purposes of providing quality higher education while delivering on its traditional tripartite mission of teaching, research, and public service.

Maine's largest educational enterprise, the University extends its mission as a major resource for the state, linking economic growth, the education of its people, and the application of research and scholarship.

A comprehensive public institution of higher education, UMS serves nearly 40,000 students annually and is supported by the efforts of more than 2,000 full-time and part-time faculty, more than 3,000 regular full-time and part-time staff, and a complement of part-time temporary (adjunct) faculty.

Reaching more than 500,000 people annually through educational and cultural offerings, the University of Maine System also benefits from more than two-thirds of its alumni population residing within the state; more than 123,000 individuals.

The System consists of the following seven universities: University of Maine (UM); University of Maine at Machias (UMM); University of Maine at Augusta (UMA); University of Maine at Presque Isle (UMPI); University of Maine at Farmington (UMF); University of Southern Maine (USM); and, University of Maine at Fort Kent (UMFK).

*Operating within a shared services model, the offices of Information Technology, Strategic Procurement, Human Resources, Facilities, Risk and General Services, Finance and Budget, Shared Processing Center, General Counsel and Organizational Effectiveness partner to form the University Services organization.*

*Charged with delivering key administrative functions across the System, University Services is dedicated to leveraging its significant unit and collective resources to not only serve the immediate needs of its constituents, but deliver sustainable economies and efficiencies for the future benefit of the System as well.*

## Campus thumbnail

### University of Southern Maine

Situated in Maine's economic and cultural center, the University of Southern Maine (USM) is a public university with 8,000 undergraduate and graduate students taking courses online and at campuses in Portland, Gorham and Lewiston-Auburn. Known for its academic excellence, student focus and engagement with the community, USM provides students with hands-on experience that complements classroom learning and leads to employment opportunities in one of the nation's most desirable places to live.

### 1.1.3 Purpose

The University of Maine System on behalf of University of Southern Maine is seeking responses from qualified firms to provide Commercial Real Estate Broker Services, on an "as needed" basis. The key University of Southern Maine objectives in releasing this RFP, include:

1. Securing professional expertise to determine whether there are locations within Lewiston-Auburn area that would better serve the educational and workforce needs of the region and increase enrollment opportunities.
2. Balancing the financial implications of staying in our current location against the financial implications of moving to a new location, given our current facility utilization consumes only 40-60% of its actual capacity.

RFP Section 1.1.4 describes three (3) primary services labeled; Service 1 – 3. We expect that the results of which and in consideration of our key objectives, will provide information for campus leadership to determine whether we should pursue Service 4 (sale of the existing facility).

In summary the University of Southern Maine is open to all options as part of this analysis, ranging from staying at its current location and renting out part of its facility to a compatible tenant, to moving to a different location that is closer to a population center, downtown and/or with appropriate public transportation.

The services described in Section 1.1.4 will be performed in accordance with the terms, conditions and requirements set forth in this Request for Proposal. Respondents should review **1.1.4 Scope of Services** of this document to see the full Scope of Services required. Please note a Respondent may respond all components or provide a partial response based on their ability to provide the services described herein.

#### 1.1.4 Scope of Services

The scope of services will include:

For all options noted below, the real estate professional must:

- a) Hold a valid broker's license and in good standing within the State of Maine.
- b) For Broker responses: Broker must provide valid and acceptable documentation of licensure.
- c) For Agency responses: Agency submission must provide valid and acceptable documentation of their agency license to operate in State of Maine and valid and acceptable documentation of licensure for all Brokers proposed to provide services to the University;
- d) All Broker as part of the submission must provide documentation that they are a member of good standing in the National Association of REALTORS®;
- e) Perform all duties required by the Maine Real Estate Commission;
- f) Broker or the affiliated real estate brokerage agency must have 4+ years' experience in commercial real estate sales. In cases where Broker has more than 2 but less than 4 years' experience in commercial real estate, the agency's designated broker must provide written recommendation for the licensee.

#### **Option 1: Commercial Brokers Opinion of Price (BPO) or Appraisal Services**

- 1) Brokers Opinion of Price (BPO) or appraisal including comparable market analysis and assessment of the market for the property described in Exhibit A.
  - a) BPO will be provided following the National Association of REALTORS® standards (Standards 11-1 and 11-2) and code of ethics (Article 11);
  - b) Broker must acknowledge they have personally visited the site, conducted the inspection, taken the photos for field assignments, personally collected the comparables, and submitted the completed BPO form. Broker agrees to take full responsibility for all information submitted upon completion;
  - c) Broker must provide analyses and opinions which are objective;
  - d) Broker must not discuss the BPO report or analysis subject matter (price or observations) with anyone besides the client and/or the identified user of the report except to gain access to the property;
  - e) Broker must perform duties in a timely, professional, ethical, and competent manner;
  - f) Broker will notify vendor/client of any activities of any related parties which could be identified as collusion or fraudulent;
  - g) Broker must adhere to all provisions of: Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18), and handicap (disability);

- h) Broker warrants they have sufficient knowledge and experience in the subject property's geographic location and will not accept assignments beyond their normal service area;
- i) Broker warrants they have independent access to data sources to include but not limited to MLS coverage and other pertinent public records data for the subject market area where such access is available;
- j) Broker must obtain information relating to property characteristics from the MLS, tax records, or other verifiable sources whenever possible. When this is not possible, the broker/agent must contact the organization who ordered the BPO to obtain the information and/or receive further instructions;
- k) Cite the sources of property data for both subject and comparables. Use verifiable sources whenever possible and cite identification numbers e.g. MLS#, tax#, Doc# etc. if applicable;
- l) Comparables should reflect the prevailing forces driving the same market the subject is located in;
- m) Anything in and around the property, the surrounding neighborhood, and/or the vicinity of the property which will influence the price of the property, positively or negatively should be documented with photos and comments (when possible). If the following conditions exist, provide commentary and cross reference photos (see also comments section. Common examples include but are not limited to:
  - a. Non-conforming features
  - b. Upgrades · Damage/deferred maintenance
  - c. Renovations/construction
  - d. External obsolescence (e.g. airport flight path, rail road tracks, commercial facilities)
  - e. Aerial photos/satellite images - The use of aerial photos or satellite images can be a good resource to identify external obsolescence and positive influences;
- n) All comparable sales dates are as of Close of Escrow. Market Condition adjustments are made as of the Close of Escrow;
- o) Exterior Inspection Photos
  - a. Front View: Standard – Take at least one front view of the property. Take as many photos as needed to effectively represent the subject property. Guideline – Submit the best photo. Take the photo at a 45 degree angle (as opposed to straight ahead) and attempt to capture one of the corners of the house;
  - b. Street View/Street Scene: Standard – Take at least one street view/street scene. Take as many photos as needed to represent the composition of the neighborhood. If the neighborhood looks the same in all directions, one photo will suffice. Guideline – Submit the best photo(s). When neighborhood composition varies by direction from the subject, three street scene photos are preferred (one in each direction and one looking directly across the street from the subject);
- p) Standard - Take photos of ALL rooms. If the angle is difficult to capture or portray the room, take multiple photos of a room. The floor and at least two walls must be visible. If repair items have been noted, photos of noted repairs must be submitted.

**Option 2: Commercial Real Estate Broker Listing Services**

- 1) Commercial Real Estate Broker commission for listing and managing sale of the Lewiston property described in Exhibit A.

Specific services may include, but are not limited to, the following:

- a. List and market the property;
- b. Show the property to other agents and other interested parties;
- c. Respond to questions regarding the facility;
- d. Respond to and negotiate submitted offers;
- e. Lead University's response to potential due diligence investigations by Buyers as necessary and support any requests for assistance by Buyer or Buyer's agent to support the due diligence;
- f. Lead closing process;
- g. Other duties as required by the Agency Designated Broker and Maine Real Estate Commission.

**Option 3: Commercial Real Estate Broker Leasing Services-University Lessee**

- 1) Proposed academic foot print for the entirety of Lewiston Auburn College: 70,000 sq. ft.
- 2) Real Estate Broker assistance with finding reduced space for lease by the University sufficient to equivalent space for lease by the University.

The selected Respondent will be responsible for providing support to the University in analyzing, negotiating, and closing on the lease and/or purchase of suitable office space for the University's Lewiston operations.

The principal responsibilities of the selected vendor shall be to identify and qualify potential buildings; conduct due diligence on each building; solicit term sheets from selected buildings; and negotiate the selected real estate transaction to minimize the University's overall occupancy costs.

Specific services may include, but are not limited to, the following:

- a. Analyze the space definition study of University requirements;
- b. Review the University's geographical parameters;
- c. Prepare a comprehensive market study of available space options, along with an interpretation and assessment of relevant market trends;
- d. Conduct due diligence investigation of each potential site's specific suitability for the University's requirements as well as ownership financial strength/liquidity;
- e. Assist client in determining appropriate shortlist of candidate buildings;
- f. Prepare and assist in negotiations of landlord lease and/or building purchase agreements for existing location and alternatives;
- g. Analyze initial term sheets received – both financial and nonfinancial proposed terms, as well as build-out cost and timeframe implications;
- h. Prepare presentations comparing alternatives to client;
- i. Assist client in selecting a primary and fallback locations;
- j. Solicit draft transaction documents from selected landlords and/or sellers;

- k. Assist client and legal counsel with lease and/or purchase negotiation process;
- l. Coordinate execution of all transaction documents, evidence of insurance, etc.
- m. Assist client in the valuation, listing, and sale transaction of the parking lot property.
- n. Other services as requested or required by the Agency Designated Broker.

**Option 4: Commercial Real Estate Broker Leasing Services-University Lessor**

- 1) Comprehensive leasing services including new transactions, renewals, extensions and amendments, for the University's current space in Lewiston. Services will include advice on pricing of leased space, lease inclusions and exclusions, capped amounts for utilities, etc.
- 2) Other duties as required by the Agency Designated Broker.

**Option 5: Commercial Real Estate Broker Buyer Services**

- 1) Services to provide a proposed academic foot print for a "store front" concept in downtown Lewiston for approximately 2,890 sq. ft.
- 2) Commercial Real Estate Broker commission for purchasing and managing a potential real property acquisition of the Lewiston. The need for this service will depend on the outcomes of Services 1 – 4 listed above.

Specific services may include, but are not limited to, the following:

- a. Review market listings and provide the University with options for purchase;
- b. Show selected properties to the University;
- c. Respond to questions regarding the facility;
- d. Respond to and negotiate submitted offers;
- e. Lead University's response to potential due diligence investigations as necessary and support any requests for information to the Seller's Agent to support the due diligence;
- f. Lead closing process;
- g. Other duties as required by the Agency Designated Broker and Maine Real Estate Commission.

## **1.2 General Information**

### **1.2.1 Contract Administration and Conditions**

- 1.2.1.1 The winning Respondent will be required to execute a contract in the form of a University of Maine System Agreement, which is attached to this response as **Appendix E**. Contract initial term and renewal periods are reflected in Section 2 of Appendix E, Agreement, and are subject to continued availability of funding and satisfactory performance.

The Agreement entered into by the parties shall consist of the University of Maine System Agreement (attached to this document),



the RFP, the selected Respondent's submission, including all appendices or attachments and clarifications, the specifications including all modifications thereof, and a Purchase Order or Letter of Agreement requiring signatures of the University and the Contractor, all of which shall be referred to collectively as the Agreement Documents.

In the event of a conflict of terms the following precedence will apply:

1. Agreement
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFP
5. Respondent's Submission
6. Purchase Order or Letter of Agreement

1.2.1.2 Modification of Agreement terms and conditions is permitted except that the University, due to its public nature, will not :

- a. Provide any defense, hold harmless or indemnity;
- b. Waive any statutory or constitutional immunity;
- c. Apply the law of a state other than Maine;
- d. Procure types or amounts of insurance beyond those UMS already maintains or waive any rights of subrogation.
- e. Add any entity as an additional insured to UMS policies of insurance;
- f. Pay attorneys' fees, costs, expenses or liquidated damages;
- g. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- h. Permit an entity to change unilaterally any term or condition once the contract is signed;
- i. Accept any references to terms and conditions, privacy policies or any other websites, documents or conditions referenced outside of the contract; or
- j. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Proposal, bid or other offer to do business with the University your entity understands and agrees that:

- a. The above Agreement provisions (**Section 1.2.1.2**) will not be modified and are thereby incorporated into any agreement entered into between University and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
- b. The above Agreement provisions (**Section 1.2.1.2**) will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- c. Your entity agrees that the resulting Agreement will be the entire agreement between the University (including University's employees and other End Users) and

Respondent and in the event that the Respondent requires terms of use agreements or other agreements, policies or understanding, whether on an order form, invoice, website, electronic, click-through, verbal or in writing, with University's employees or other End Users, such agreements shall be null, void and without effect, and the terms of the Agreement shall apply.

- d. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize UMS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless UMS in any and all legal actions that seek to compel UMS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between UMS and your entity.

### 1.2.2 Communication with the University

It is the responsibility of the Respondent to inquire about any requirement of this document that is not understood. Responses to inquiries, if they change or clarify the document in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the document. Addenda will also be posted on our web site, [www.maine.edu/strategic/upcoming\\_bids.php](http://www.maine.edu/strategic/upcoming_bids.php)

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

Inquiries must be made using the **Response Contact Information** provided on the cover sheet of this document. Refer to table in **Section 1.3.1 Timeline of Key Events** for deadline requirements.

### 1.2.3 Confidentiality

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

The information contained in responses submitted for the University's consideration will be held in confidence until all evaluations are concluded and a Respondent selected (the successful Respondent). At that time the University will issue award notice letters to all participating Respondents and all Respondents' responses may be made available to participating Respondents upon request. Such request must be made by submitting a written request to the individual noted in the Response Contact Information shown on the cover sheet of this document, with a copy of the request provided to the other Respondents. Such requests are public records.

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

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

#### **1.2.4 Costs of Preparation**

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

#### **1.2.5 Authorization**

Any 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 Office of Strategic Procurement, Chief Procurement Officer and it is not approved, valid or effective until such written approval is granted.

#### **1.2.6 Multi-Institutional**

The University of Maine System, Office of Strategic Procurement reserves the right to authorize other University Institutions to use the Agreement(s) resulting from this document, if it is deemed to be beneficial for the University to do so.

#### **1.2.7 Pricing**

All prices provided shall remain firm for the entire term of the agreement.

#### **1.2.8 Cost Response Form Quantities**

The quantities shown on the cost response form are approximate only. The Contractor shall cover the actual needs of the University throughout the term of the Agreement regardless of whether they are more or less than the quantities shown.

#### **1.2.9 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 Agreement Administrator or designee, notifies the Contractor in writing that any person employed on this Agreement is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this Agreement without the prior written consent of the Agreement Administrator.

#### **1.2.10 Environment Compliance**

In the event that the resulting Agreement involves the generation, transportation, handling, disposal, and/or other operations or activities in relation to toxic, hazardous, radioactive, or otherwise dangerous gases, vapors, fumes, acids, alkali's, chemicals, wastes or contaminants and/or other substance, material or

condition, the Contractor agrees to indemnify save harmless and defend the University from and against all liabilities, claims, damages, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees) which the University may hereafter incur as a result of death or bodily injuries or damage to any property, contamination of or adverse effects of the environment or any violation of state or federal regulations or laws (including without limitation the Resources Conservation and Recovery Act, the Hazardous Material Transportation Act or the Superfund Amendment and Reauthorization Act, as the same now exists or may hereafter be amended) or order based on or arising in whole or in part from the Contractor's performance under the Agreement, provided, however the Contractor shall not indemnify the University for any liabilities, claims, damages, (as set forth above) caused by or arising out of the sole negligence of the University, or arising out of any area of responsibility not attributable to Contractor.

## 1.3 General Submission Provisions

### 1.3.1 Timeline of Key Events

Reference Section	Event Name	Event Due Date
	Pre-Bid Conference <b>(subject to change)</b> <i>Respondents must provide confirmation prior to the call that they intend to participate.</i>	January 28, 2019, 11:00 – 12:00 a.m. EST
Section 1.3.7	Respondents' Facility Walk-Thru <b>(subject to change)</b> <i>Respondents must provide confirmation prior to the walk-thru that they intend to participate</i>	January 31, 2019, 1:00 – 2:30 p.m. EST
Section 1.2.2	Deadline for Written Inquiries/Questions	February 6, 2019
Section 1.2.2	Response to Written Inquiries/Questions	February 8, 2019
Section 1.2.2	Deadline for Proposal Submission	February 15, 2019, 5:00 pm EST
Section 1.3.8	Estimated Respondent Presentation Date <b>(subject to change and may not be required)</b>	February 21, 2019, 1:00 - 5:00 pm EST
Section 2.2	Award Announcement <b>(subject to change)</b>	March 8, 2019
	Estimated Agreement Start Date <b>(subject to change)</b>	March 18, 2019

### 1.3.2 Eligibility to Submit Responses

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

### 1.3.3 Debarment

Respondents must complete and submit the "Debarment, Performance and Non-Collusion Certification Form provided in Appendix B. Failure to provide this certification may result in the disqualification of the Respondent's proposal, at the University's discretion.

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

### 1.3.4 Response Understanding

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

### 1.3.5 Response Validity

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

### 1.3.6 Non-Response Submission

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

### 1.3.7 Respondents' Presentations

Presentations may be requested of two or more Respondents deemed by the University to be the best suited among those submitting responses on the basis of the selection criteria. After presentations have been conducted, the University may select the Respondent(s) which, in its opinion, has made the response that is the most responsive and most responsible and may award the Agreement to that/those Respondent(s).

### 1.3.8 Response Submission

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

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

## 2.0 EVALUATION AND AWARD PROCESS

### 2.1 Evaluation Criteria

#### 2.1.1 Scoring Weights

The score will be based on a 100 point scale and will measure the degree to which each response meets the following criteria:

Evaluation Appendices	Category	Points
Appendix C	Cost Evaluation	40
Appendix D	Agreement	10
Appendix E & F	Organization, Qualifications, Experience and References	50
<b>Total Points</b>		<b>100</b>

#### 2.1.2 Scoring Section Descriptions

##### 2.1.2.1 Cost Evaluation

The total cost proposed for conducting all the functions specified in this document will be assigned a score according to a mathematical formula. The lowest cost response will be awarded the total points. Responses with higher cost response values will be awarded proportionately fewer points calculated in comparison with the lowest cost response.

The scoring formula is:

(Lowest submitted cost response / cost of response being scored) x  
**Points** = pro-rated score

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

##### 2.1.2.2 Agreement (Appendix D)

The evaluation team will use a consensus approach to evaluate and assign evaluation based on pass/fail decision based on University risk assessment. The University reserves the right to reject any or all responses, in whole or in part, for any response receiving no points in this section in accordance with Section 2.2 Award.

Responses will be evaluated using the following guidelines:

- a. Full acceptance of the terms and conditions with the Respondents signature on the Agreement signature page, will receive the total points noted in Table 2.1.1.
- b. Revisions to the Agreement provisions specified in Section 1.2.1.2 will receive point reductions based on the University's risk assessment.

- c. Revisions to the Agreement provisions other than those specified in Section 1.2.1.2 will be evaluated at the University's discretion based on the University's risk assessment.

#### 2.1.2.3 Organization, Qualifications, Experience and References

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Reference checks will be performed on the top Respondent(s) only as determined by consensus scoring in the other categories.

## 2.2 Award

While the University prefers a single solution that is scalable to meet the needs of both large and small institutions, it reserves the right to award Agreement(s) to one or multiple Respondents, which may include awards to Respondents for a geographical area, if such award is in the best interest of the University.

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

## 2.3 Negotiations

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

## 2.4 Award Protest

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

[http://staticweb.maine.edu/wp-content/uploads/2015/07/APL\\_VII-A\\_20150630-FINAL.pdf?565a1d](http://staticweb.maine.edu/wp-content/uploads/2015/07/APL_VII-A_20150630-FINAL.pdf?565a1d)

If this RFP results in the creation of a pre-qualified or pre-approved list of vendors, then the appeal procedures mentioned above are available upon the original determination of



that vendor list, but not during subsequent competitive procedures involving only the pre-qualified or pre-approved list participants.

## 3.0 RESPONSE FORMAT REQUIREMENTS

### 3.1 General Format Instructions

#### 3.1.1 Electronic Submissions

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

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

#### 3.1.2 Respondents Responsibility

It is the responsibility of the Respondent to provide all information requested in the document package at the time of submission. Failure to provide information requested in this document may, at the discretion of the University's evaluation review team, result in a lower rating for the incomplete sections and may result in the response being disqualified for consideration. Include any forms provided in the application package or reproduce those forms as closely as possible. All information should be presented in the same order and format as described in this document.

#### 3.1.3 Brief Response

Respondents are asked to be brief and to respond to each question listed in the "Response to Questions" section of this document. Number each response in the response to correspond to the relevant question in this document.

#### 3.1.4 Additional Attachments Prohibited

The Respondent may not provide additional attachments beyond those specified in the document for the purpose of extending their response. Any material exceeding the response limit will not be considered in rating the response and will not be returned. Respondents shall not include brochures or other promotional material with their response. Additional materials will not be considered part of the response and will not be evaluated.

### 3.2 Response Format Instructions

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

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

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

### **3.2.1 Section 1 - Response Cover Page**

- 3.2.1.1 Label this response - Section 1 – UMS Response Cover Page
- 3.2.1.2 Insert Appendix A – University of Maine System Response Cover Page
- 3.2.1.3 Insert Appendix B – Debarment, Performance and Non-Collusion Certification

### **3.2.2 Section 2 - Cost Response**

- 3.2.2.1 Label this response - Section 2 – Cost Evaluation
- 3.2.2.2 Insert Appendix C – Required Cost Evaluation Exhibits

### **3.2.3 Section 3 - Agreement**

- 3.2.3.1 Label this response - Section 3 – Agreement
- 3.2.3.2 Insert Appendix D – Agreement

### **3.2.4 Section 4 - Response to Questions**

- 3.2.4.1 Label this response - Section 4 – Response to Evaluation Questions & Related Information
- 3.2.4.2 Insert Appendix E – Organization Reference Form
- 3.2.4.3 Insert Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience

## Appendix A – University of Maine System Response Cover Page

### RFP # 2019-19 Commercial Real Estate Brokerage Services

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

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

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

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

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix B – Debarment, Performance and Non-Collusion Certification

**University of Maine System**  
**DEBARMENT, PERFORMANCE and NON-COLLUSION**  
**CERTIFICATION**  
 RFP # 2019-19  
 Commercial Real Estate Brokerage Services

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

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

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

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

\_\_\_\_\_  
Name and Title (Printed)

\_\_\_\_\_  
Authorized Signature

## Appendix C – Required Cost Evaluation Exhibits

University of Maine System  
COST EVALUATION

RFP # 2019-19  
Commercial Real Estate Brokerage Services

### **GENERAL INSTRUCTIONS:**

1. The Respondent must submit a commission rate response that covers the entire period of the Agreement, including any optional renewal periods.
2. The commission rate response shall include the costs necessary for the Respondent to fully comply with the Agreement terms and conditions and requirements. **Note regarding total cost of ownership:** This commission rate will encompass the entire solution pricing along with all services offered as part of the solution.
3. Failure to provide the requested information and to follow the required commission rate response format provided in Appendix C may result in the exclusion of the Response from consideration, at the discretion of the University.
4. No costs related to the preparation of the Response for this document or to the negotiation of the Agreement with the University may be included in the Response. Only commission rate to be incurred after the Agreement effective date that are specifically related to the implementation or operation of contracted services may be included.
5. Commission Rate will be guaranteed by the vendor for the term of the Agreement.
6. The University will NOT seek a best and final offer (BAFO) from any Respondent in this procurement process. All Respondents are expected to provide their best value commission rate with the submission of their response. Respondents will NOT be given another opportunity to modify commission rate once submitted.
7. An **MS Excel Version** must be included in your final submission for all of these tables. For a copy of the excel version, email the contact provided on the cover page of this document.

**INSTRUCTIONS FOR - Exhibit 1 (Table 1) - Pricing for Services**

Provide rate schedule for the high-level Services defined RFP Section 1.1.4 Scope of Work.

**Respondent’s Organization Name** – Provide the Respondent’s Organization Name.

**Service(s)** – List of service.

**For each Service listed the Respondent will enter either a Commission Rate % OR provide a Fixed Rate for performing the service.**

**Commission Rate** - The commission rate amount for the identified service.

**Flat Rate** - The flat rate amount for the identified service.

**Exhibit 1 (Table 1)** – Respondents will use this attachment to record all costs associated with this section. For a copy of the excel version of Exhibit 1, email the contact provided on the cover page of this document.

Respondent's Name:			
#	Service(s)	Commission Rate %	Fixed Rate
1	Option 1: Commercial Brokers Opinion of Price (BPO)		
2	Option 2: Commercial Real Estate Broker Listing Services		
3	Option 3: Commercial Real Estate Broker Leasing Services - University is Lessee		
4	Option 4: Commercial Real Estate Broker Leasing Services - University is Lessor		
5	Option 5: Commercial Real Estate Broker Buyer Services		
<b>Include additional explanation of costs and list assumptions that could influence the pricing for custom features.</b>			
<b>List explanations and assumptions here:</b>			
	-		
	-		
	-		
	-		
	-		
	-		
	-		



## Appendix D – Agreement

The University agrees to use the Maine Real Estate Commission, Exclusive Right to Sell Listing Agreement and/or Exclusive Right to Buyers Agreement (depending on the services needed), with the following additions and/or modifications listed directly below.

### Clarifications

1. **Deed Conveyance:** University shall convey the Property by quitclaim (release) deed and Agency shall not in any event indicate that University will convey by warranty deed.
2. **Dual Agency:** Notwithstanding anything else in the Agreement to the contrary, Seller does not authorize and Agency shall not act in a dual agency capacity.
3. **Insurance Requirements.** Agency or Agent's Liability Insurance: During the term of this agreement, the Agent or Agency shall maintain the following insurance:

#	Insurance Type	Coverage Limit
1	Commercial General Liability, including Product's and Completed Operations  (Written on an Occurrence-based form) (Bodily Injury and Property Damage)	\$1,000,000 per occurrence or more
2	Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services)	\$1,000,000 per occurrence or more

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:

**University of Maine System  
Risk Manager  
Robinson Hall  
46 University Drive  
Augusta, Maine 04330**

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.

**Removal** of the following language from the Maine Real Estate Commission, Exclusive Right to Sell Listing or Exclusive Right to Sell Buy Agreement:

- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.

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

**Addition** of reference to Attachment A in the “Other Conditions” section of the Agreement, and the addition of the following terms in an Attachment A, as follows:

1. **Administration: Joan Cohen** shall be the Seller’s authorized representative in all matters pertaining to the administration of the terms and conditions of the Agreement.
2. **Maine Statute Requirements:** Sale of the Real Property must comply with Maine Condominium Act, ([33 M.R.S.A. §1601-101](#), et seq.).
3. **Board of Trustees (BOT) Approval:** Sale of Real Property is subject to Board of Trustee approval, as outlined in BOT Policy Section 802, detailed below.

Real Property is defined as land and/or the buildings or other improvements located on the land.

The University of Maine System may dispose of, lease or license use of real property when it has been determined that the action is in the best interests of the System.

The planning for Disposal of Real Property shall be administered by the University System Office and presented to the Board for approval, accompanied by all information required to indicate the conditions of the disposition, as well as findings as to the appropriateness of the action. Board approval covers those actions necessary to accomplish the objectives of the project. Leases or licenses for use of University real property if greater than \$100,000 and/or greater than five (5) years must be presented to the Board for approval, with all documentation. Exceptions are granted for minor uses (value under \$50,000) of University property to unrelated parties, e.g., leased for cell towers or environmental monitoring equipment, or for easements and rights-of-way granted to public entities.

4. **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.
5. **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.
6. **Applicable Law:** This Contract shall be governed and interpreted according to the laws of the State of Maine.
7. **Modification:** This Contract may be modified or amended only in a writing signed by both parties.
8. **Business and Performance Reviews:** Recognizing that successful performance of this contract is dependent on favorable response, the Contractor shall meet at least quarterly with the Contract Administrator or designee for a business and performance review to evaluate operations and make necessary adjustments. These meetings will normally be conducted electronically but shall be face-to-face on demand.

## Appendix E – Organization Reference Form

**Respondent's Organization Name:** \_\_\_\_\_

**INSTRUCTIONS:** Provide a minimum of four (4) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. References provided will be for clients with similar scope and size. References should include client testimonials.

REFERENCE #1	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #2	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #3	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

REFERENCE #4	
Institution/Company Name	
Contact Name	
Contact Title	
Contact Phone Number	
Contact eMail Address	
Relationship Length	

## Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience

Respondent's Organization Name: \_\_\_\_\_

**INSTRUCTIONS:** Respondents shall ensure that all information required herein is submitted with the response. All information provided should be verifiable by documentation requested by the University. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the response or rescission of an award. Respondents are encouraged to provide any additional information describing operational abilities.

### Evaluation Question(s)

1. For Agency submissions only, provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting the proposed solution, and any and all acquisitions or mergers in the last five years. Is the company publicly or privately held?
2. Describe your understanding of the services described in **1.1.4. Scope of Services**. For each of the following service options listed below, where you intend to respond, please describe your individual or agency experience with performing the identified service in the Lewiston-Auburn another similar sized market, please note the market area. Please provide details demonstrating your success in performing the services, e.g. period of listing on market to sale, etc.;

If applicable, also describe any solutions you may already have for clients you are currently working with that may be interested in the Lewiston facility or providing leased space to the University either in the current facility or another offered facility, and/or is interested in leased space in the Lewiston area (it is not required that you name individuals, if your clients wish to remain anonymous, just the nature and immediacy of their need):

- a. Option 1: Commercial Brokers Opinion of Price (BPO) or Appraisal Services
  - b. Option 2: Commercial Real Estate Broker Listing Services
  - c. Option 3: Commercial Real Estate Broker Leasing Services-University Lessee
  - d. Option 4: Commercial Real Estate Broker Leasing Services-University Lessor
  - e. Option 5: Commercial Real Estate Broker Buyer Services
3. Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.
  4. Provide a statement affirming acceptance to the proposed Appendix D, Agreement, clarifications, additions and language removal. If the language adjustments are not fully agreed to please outline the proposed changes. When responding please note the instructions provided in **Section 1.2.1** of this document.
  5. Provide a statement that explains why your company would be most qualified to provide the services to the University. What differentiates you from your competitors? In the response the Respondent must demonstrate that they are a recognized leader in the services covered in this document.
  6. The Respondent shall provide a resume and for Agency responses the Designated Broker will provide resumes for each staff member which will be involved in providing services to the University. Resumes shall include education, experience, license, and/or certifications / credentials noted in **1.1.4. Scope of Services**.
  7. Financial Stability

No financial statements are required to be submitted with your responses, however, prior to an award the University may request audited financial statements from your company, credit reports and letters from your bank and suppliers.

**EXHIBIT A – Property Specific Information****PROPERTY INFORMATION**

Address: 51 – 61 Westminister Street, Lewiston, Maine 04240

Owner of Record: University of Maine System

**Building Specifications**

Buildings are 103,200 square feet of space. 89,200 and 14,000

Campus is 12.7 acres total. Two lots 8.3 and 4.4

<b>Label</b>	<b>Description</b>
Building Address	51 Westminister Street
Building Size	78,484+ SF
Lot Size	7.95+ Acres
Book/Page	3319-157
Map/Lot	124-039
Age	30 Years
Construction	1988
Utilities	Electricity, Telephone, Internet, Water, Sewer
Parking	Approx 380+ Parking Spaces
Zoning	I-Industrial
Use	Education Facility
	68 Individual Offices for Faculty/Staff/Administrator
	Student Success cubical area (6 cubicles)
	ITV Office
	4 Conference Rooms <ul style="list-style-type: none"> <li>• 141 (capacity: 6)</li> <li>• 125 (capacity: 10)</li> <li>• 162L (capacity: 6)</li> <li>• 185H (capacity: 10)</li> </ul>
	11 general use classrooms <ul style="list-style-type: none"> <li>• 103 (capacity: 37)</li> <li>• 105 (capacity: 44)</li> <li>• 107 (capacity: 14)</li> <li>• 108/109 (capacity: 60)</li> <li>• 110 (capacity: 25)</li> <li>• 210 (capacity: 20)</li> <li>• 212 (capacity: 35)</li> <li>• 214 (capacity: 33)</li> <li>• 224 (capacity: 30)</li> <li>• 283 (capacity: 20)</li> <li>• 287 (capacity: 16)</li> </ul>
	2 Poly-com classrooms <ul style="list-style-type: none"> <li>• 104 (capacity: 20)</li> <li>• 106 (capacity: 15)</li> </ul>
	4 ITV classrooms (including Compressed Video)—UMA <ul style="list-style-type: none"> <li>• 216A</li> <li>• 216B</li> <li>• 218</li> </ul>

	<ul style="list-style-type: none"> <li>• 222C</li> </ul>
	Function room 170 (capacity: 200)
	Androscoggin Room 285 (capacity: 100)
	Computer Classroom 147 (capacity: 20)
	Science research labs <ul style="list-style-type: none"> <li>• 102—Algae lab</li> <li>• 207 (capacity: 14)</li> </ul>
	Science teaching labs <ul style="list-style-type: none"> <li>• 223 (capacity: 24)</li> <li>• 227 (capacity: 24)</li> <li>• 209 (capacity: 25)</li> <li>• 211 (capacity: 26)</li> </ul>
	Nursing Labs 226 & 228 (capacity: 12 each)
	Occupational Therapy Lab 164 (capacity: 36)
	OT adjacent Lab space 155 (capacity: 36)
	Anatomy and Physiology Classroom/lab, room 158 (capacity: 36)
	Information Commons w/ 3 group rooms
	Photo lab
	Franco-American Collection
	Writing Center
	Community Clinic
	Veterans Resource Center
	Atrium Gallery
	Fitness Center
	Café
	SGA office
	Meditation Room
	Mail Room
	Student Lounges <ul style="list-style-type: none"> <li>• Upstairs</li> <li>• North End (with clothes and food pantry)</li> <li>• South End</li> </ul>
	Maintenance Shop
	Maintenance Garage
	Faculty/Staff kitchen lounge areas (4)

**PROPERTY PHOTOS**

