



Administered by University of Maine System
Office of Strategic Procurement
Request for Qualifications (RFQ)

University of Southern Maine Lease of Space
for Ice Skate Sharpening Services

RFQ #2022-063

Issued Date: May 13, 2022

OPTIONAL Respondents' Pre-bid Conference: May 18, 2022
10:00 a.m.

Response Deadline Date/Time: May 27, 2022 by 11: 59 PM
EST

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu Email Subject
Line SM:– USM Ice Skate Sharpening Services – RFQ #2022-063

Response Contact Information:

Strategic Sourcing Manager (SSM): Gregg Allen
Email: UMSResponses@maine.edu

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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

The University of Southern Maine, northern New England's outstanding public, regional, comprehensive university, is dedicated to providing its diverse student body of more than 9,000 students from forty states and thirty foreign countries with a high-quality, accessible, affordable education. Through its undergraduate, graduate, and professional programs, USM faculty members educate future leaders in the liberal arts and sciences, engineering and technology, health and social services, education, business, law, and public service. Located on three campuses in Gorham, Portland, and Lewiston-Auburn, USM is known as Maine's Metropolitan University and serves communities that are among the largest population centers in the state.

1.1.3 Purpose

The **University of Southern Maine** is seeking qualifications to provide **Ice Skate Sharpening Services** as defined in this document. This document provides instructions for submitting responses, the procedure and criteria by which the Respondent(s) will be selected, and the contractual terms which will govern the relationship between the University and the awarded Respondent(s).

Respondents should review **1.1.4 Specifications / Scope of Work** of this document to see the full Scope of Services/Products required.

1.1.4 Specifications / Scope of Work

The Lessee will provide ice skate sharpening to University of Southern Maine's ice hockey team members' ice skates in exchange for rent of the space. The Lessee may also distribute merchandise related to the Ice Arena as a convenience to the users of the Ice Arena. The Lessee will be utilizing sharpening equipment owned and provided by the University (Lessor). The University will provide the necessary supplies to sharpen skates however supplies shall not exceed \$600 during the fiscal year.

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 Lease Agreement, which is attached to this response as Appendix C. Contract initial term and renewal periods are reflected in Appendix C, Lease 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 Lease Agreement (attached to this document), the RFQ, 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. University of Maine System Lease Agreement
2. Agreement Riders as required
3. Contract Amendments (as required)
4. The University's RFQ
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; or
- i. Agree to automatic renewals for term(s) greater than month-to-month.

1.2.1.3 By submitting a response to a Request for Qualification, 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

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 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 the successful Respondent's response may be made available to participating Respondents upon request. Such request will 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 to the successful Respondent.

After the protest period has passed and the Agreement is fully executed, the winning response will be available for public inspection.

Pricing and other information that is an integral part of the offer cannot be considered confidential after an award has been made. The University will honor requests for confidentiality for information of a proprietary nature to the extent allowed by law. Clearly mark any 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.

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.

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 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.

1.3 General Submission Provisions

1.3.1 Timeline of Key Events

| Reference Section | Event Name | Event Due Date |
|-------------------|---|--|
| Section 1.3.7 | OPTIONAL Respondents' Pre-Bid Conference | May 18, 2022 10:00 a.m. |
| Section 1.2.2 | Deadline for Written Inquiries/Questions | May 20, 2022 by End of Business |
| Section 1.2.2 | Response to Written Inquiries/Questions | May 24, 2022 by End of Business |
| Section 1.2.2 | Deadline for Proposal Submission | May 27, 2022 by 11:59 PM |
| Section 2.2 | Award Announcement (subject to change) | TBD |
| | Estimated Agreement Start Date (subject to change) | September 1, 2022 |

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 OPTIONAL Pre-bid Conference

A OPTIONAL Pre-bid Conference will be held Tuesday June 12, 2018 at 10:00 a.m. local time at the USM Ice Hockey Rink located on the Gorham, ME Campus. The purpose of this conference is to provide a tour of the space to be leased. Any / all questions / inquires are to be submitted in writing to the contact person located on the cover page of this document by the time indicated in Section 1.3.1 Timeline of Key Events. Attendance by all prospective Respondents is OPTIONAL. The University request that Respondents planning on attending to email roger.ward@maine.edu before 5:00 p.m. June 11, 2018 with the name(s) and title(s) of the representative(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 E | Lease Agreement | 20 |
| Appendix G&H | Organization, Qualifications, Experience and References | 80 |
| | Total Points | 100 |

2.1.2 Scoring Section Descriptions

2.1.2.1 Lease Agreement

Responses which indicate full acceptance of the terms and conditions will receive the total points noted in the table above. Responses with language adjustments, will have point reductions based on University risk assessment. Refer to Agreement provisions detailed in **Section 1.2.1.2** for additional guidance.

2.1.2.2 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 Qualifications 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 RFQ. 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 RFQ, 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.

If this RFQ 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 Forms to be Submitted

- **Insert Appendix A** – University of Maine System Response Cover Page
- **Insert Appendix E** – Lease Agreement
- **Insert Appendix F** – Certificate of Insurability Form
- **Insert Appendix B** – Debarment, Performance and Non-Collusion Certification
- **Insert Appendix G** – Organization Reference Form
- **Insert Appendix H** – Evaluation Question(s) - Organization, Qualifications and Experience

4.0 APPENDICES

- 4.1** Appendix A – University of Maine System Response Cover Page
- 4.2** Appendix B – Debarment, Performance and Non-Collusion Certification
- 4.3** Appendix C – Lease Agreement
- 4.4** Appendix D – Certificate of Insurability Form
- 4.5** Appendix E – Organization Reference Form
- 4.6** Appendix F – Evaluation Question(s) - Organization, Qualifications and Experience

Appendix A – University of Maine System Response Cover Page

RFQ #2022-063
University of Southern Maine
Lease of Space for Ice Skate Sharpening 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. 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.
2. 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.
3. The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.
4. By submitting a response to a Request for Qualification, 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.

Continued - Appendix A – University of Maine System Response Cover Page

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
RFQ #2022-063
University of Southern Maine
Lease of Space for Ice Skate Sharpening 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 – Lease Agreement

LEASE AGREEMENT

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

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

1. Premises. Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor, the following described premises (the "Premises") approximately 100 square feet in the Ice Arena located on the Gorham campus, further described in Attachment A (which shall include a floor plan, if applicable, of the Premises) which is appended to and, by this reference, incorporated into this Lease.

2. Term. The term of this Lease shall be from ____, 20___ until ____, 20___. At the expiration of the base term of this Lease, the term may be extended by mutual written agreement of the parties for additional term(s) of _____ year(s), on the same terms and conditions of this Lease, except as to rent, which shall be negotiated by the parties.

3. Rent. The Parties agree the value of the lease to be \$440 monthly as rent for the Premises. The Parties further agree to waive the rent for the reasons and purposes specified in Attachment B.

4. Use of Premises. Lessee shall use and occupy the Premises for the following purpose(s) only: Ice skate sharpening of users of the Ice Arena and sale of related merchandise. Lessee shall not use the Premises for any other purpose without the prior written consent of the Lessor. The Lessee shall not conduct, permit or agree to any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law, regulation or ordinance now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect any insurance on the said Premises or to increase to premium thereof.

5. Insurance. During the term of this lease, the Lessee shall maintain in force a policy of commercial general liability insurance with a limit of not less than \$1,000,000 per occurrence, covering bodily injury, personal injury, and property damage. The insurance shall be issued by companies acceptable to the Lessor, and the insurance policy shall name Lessor as an Additional Insured and stipulate that the policy will not be cancelled without thirty (30) days prior written notice to the Lessor. A certificate of insurance evidencing insurance coverage shall be provided to the Lessor prior to the commencement of this Lease.

As additional insured and certificate holder, the Lessor shall be included as follows:

The University of Maine System, Risk Management
65 Texas Ave, 3rd Floor, Lewiston Hall
Bangor, ME 04401

If deemed by the Lessor to be relevant to this lease, Lessee shall also maintain vehicle liability insurance with a limit of not less than \$1,000,000 per occurrence and workers' compensation insurance in compliance with applicable state law. Proof of such insurance shall be provided by Lessee upon request.

Lessee is responsible for insuring or self-insuring Lessee's own contents and betterments and improvements. Lessor is not responsible for loss or damage of contents, including betterments and improvements, or personal effects of Lessee and Lessee's employees, agents or guests, unless caused by the negligent acts or omissions of the Lessor.

6. Liability. Lessee shall indemnify and hold the Lessor harmless from and against any and all expenses, claims, lawsuits, judgments and costs, including reasonable attorney's fees, that the Lessor may become liable to pay or defend due to claims of bodily injury or property damage caused by the negligent acts or omissions of the Lessee, its officers, employees or agents, arising out of or in connection with the leasing of the Premises by the Lessee pursuant to this Lease. Lessee further agrees to indemnify, hold harmless and release the Lessor, its Trustees, faculty, employees, volunteers and agents from and against any and all claims, demands, actions or causes of action, on account of damage or loss to Lessee's personal property, Lessee's personal injury or death, or the bodily injury, death or damage to personal property of others caused by Lessee, which occur or result directly or indirectly from Lessee's use of the sharpening equipment, including, but not limited to, all claims, damages, demands, actions or causes of action, resulting from the negligence of the Lessor, its Trustees, Faculty, Agents, Employees, or Volunteers.

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

8. Termination. The Lessor shall have the right to terminate this Lease by giving at least thirty (30) days written notice to the Lessee and setting forth in such notice the effective date of termination.

9. Assignment. This lease shall not be assigned, subleased, transferred or conveyed in whole or in

part by the Lessee without the prior written consent of the Lessor or by the Lessor without written notice to the Lessee. The use of the Premises by any such sub-lessee or assignee shall be similar to the use described in section 4 above.

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

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

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

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

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

15. Condemnation. In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount taken

or damaged and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking. Any damages and payments resulting from any public authority taking, damage or condemnation of the Premises shall accrue to and belong to Lessor, and Lessee shall have no right to any part thereof.

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

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

18. Taxes. The Lessee shall be solely responsible for any and all taxes assessed against the Lessee's personal property and for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes, arising from the use and/or occupancy of the Premises by the Lessee.

19. Lessor's Right of Entry. Lessor shall have the right, upon reasonable notice, to enter upon the Premises to inspect the same and to make any and all improvements, alterations and additions of any kind upon the Premises.

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

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

To Lessor: University of Maine System
5703 Alumni Hall
Orono, ME 04469

And University of Maine System
5703 Alumni Hall
Orono, ME 04469

To Lessee: (Name)
 (Address)
 (City, State, Zip)

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

22. Alterations. Additions and Improvements. Lessee shall not make, or suffer or permit to be made, any alterations, additions or improvements in or about the Premises without first obtaining the written consent of Lessor therefore; provided, however, that such consent, if given, will be subject to the express condition that any and all alterations, additions and improvements shall be done at Lessee's own expense, and that no liens of mechanics, material men, laborers, architects, artisans, contractors, subcontractors, or any other lien of any kind shall be created against or imposed upon the Premises, or any part thereof.

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

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

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

Lessor Lessee

| | | | |
|---|--|--|-------|
| x | | | Water |
| x | | | Sewer |

| | | | |
|---|--|--|----------------|
| x | | | Refuse Removal |
|---|--|--|----------------|

| | | | |
|---|--|---|--|
| X | | | Fuel |
| X | | | Electricity |
| X | | | Heating and Cooling Systems |
| X | | | Maintenance and Upkeep |
| X | | | Carpeting |
| X | | | Lighting Fixtures |
| X | | | Telephone Installation, Service, Billing and Long Distance Charges |
| | | X | Cable Television |
| X | | | Snow Removal |

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

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

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

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

29. Hazardous Waste. Lessee hereby covenants and agrees that it shall not, during the term of this lease, including any extension or renewal hereof, permanently place, cause to be placed, deposit or discharge any hazardous waste upon the demised premises, and further expressly agrees that it shall indemnify Lessor from any and all costs, expense or liability, of whatever kind of nature, incurred by the Lessor in detecting, evaluating, removing, treating, disposing of or otherwise responding to any hazardous waste placed or deposited by Lessee in violations of the Article.

30. Lessor will be responsible for maintenance of the skate sharpening equipment under normal use. Damage or replacement resulting from misuse or abuse to the equipment by the Lessee will be the responsibility of the Lessee.

31. Lessee acknowledges that he has been fully informed of the nature, scope and demands of the use of Lessor's skate sharpening equipment, and understands the risks and dangers of this specific activity. Lessee acknowledges and agrees that the Lessor has informed Lessee that there may be dangers and hazards inherent to use of the Lessor's skate sharpening equipment because of the nature of the equipment and the activities involved, and that Lessee personally recognizes and appreciates that such dangers and hazards exist.

32. Lessee is an independent contractor of the Lessor, not a partner, agent or joint venturer of the Lessor 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. Lessee and its employees 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 Lessor's employees will accrue. Lessee will be responsible for compliance with all applicable laws, rules, and regulations involving, but not limited to , employment, labor, hours of work, working conditions, workers compensation, payment of wages and payment of taxes, such as unemployment, social security and other payroll taxes including other applicable contributions from such persons as required by law.

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

LESSOR:

LESSEE:

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF MAINE

_____ ss _____, 20 ____

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

Before me,

Notary Public /Attorney-at-Law

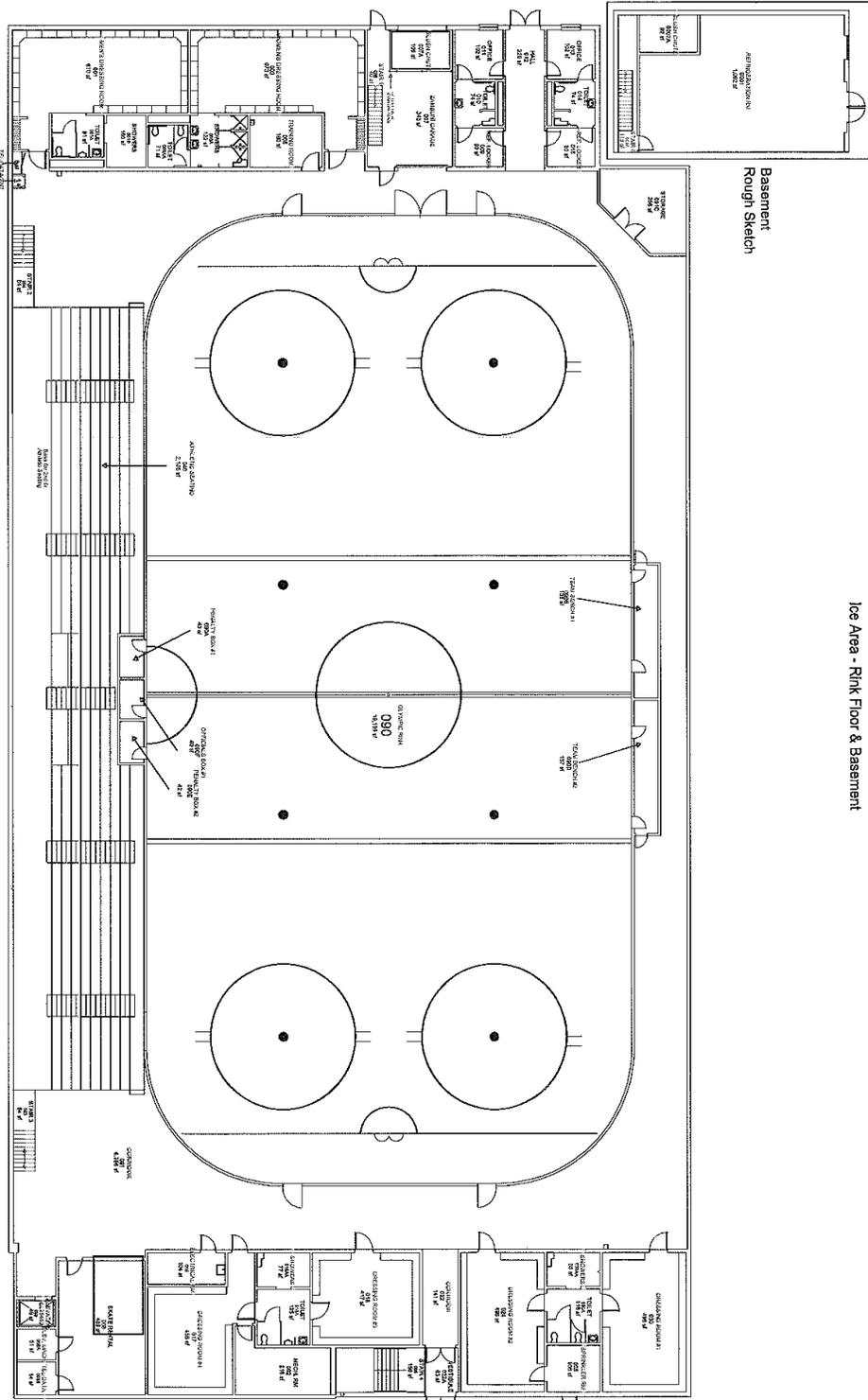
Printed Name:

My Commission Expires: _____

STATE OF MAINE

_____ ss _____, 20 ____

Attachment A



Ice Area - Rink Floor & Basement

COSTELLO SPORTS COMPLEX - ICE ARENA (66541) (ICE)
55 CAMPUS AVE., GORHAM CAMPUS

BASEMENT AND GROUND FLOOR PLAN
FACILITIES MANAGEMENT UPDATE 3-01-2010

ATTACHMENT B

The Lessee will provide ice skate sharpening to University of Southern Maine's ice hockey team members' ice skates in exchange for rent of the space. The Lessee may also distribute merchandise related to the Ice arena as a convenience to the users of the ice arena. The Lessee will be utilizing sharpening equipment owned and provided by Lessor. Lessor will provide the necessary supplies to sharpen stakes (not to exceed \$600 during fiscal year). The Lessee will be present to provide ice skate sharpening services one (1) hour prior to, during, and one (1) hour after all University of Southern Maine hockey home games. The Lessee will also provide ice skate sharpening services during community use of the ice rink. Exceptions to when the Lessee will be (or not be) available should be made in writing between the Lessee and the Athletic Director, Al Bean, at least fourteen (14) days prior to an event or as soon as possible.

The Lessee will be permitted to sell ice arena related merchandise and will be required to retain all proceeds for such activities. In addition, revenue generated from the Lessee selling merchandise is the Lessee's and the Lessee is responsible for and shall promptly pay any and all applicable tax liabilities.

Appendix D – Certificate of Insurability Form

Contractor's Liability Insurance: During the term of this agreement, the Contractor 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 | Vehicle Liability (Including Hired & Non-Owned) (Bodily Injury and Property Damage) | \$1,000,000 per occurrence or more |
| 3 | Workers Compensation (In Compliance with Maine and Federal Law) | Required for all personnel |
| 3 | Professional Liability Insurance (Agents, Consultants, Brokers, Lawyers, Financial, Engineers, or Medical Services) | \$1,000,000 per occurrence or more |
| 4 | Marine General Liability (Any maritime or marine 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

Appendix E – Organization Reference Form

Respondent's Organization Name: _____

INSTRUCTIONS: Provide a minimum of three (3) current professional references who may be contacted for verification of the Respondent's professional qualifications to meet the requirements set forth herein. We strongly prefer references from higher education institutions similar in size and requirements to the University of Maine System, including those with multi-campus integrated solutions.

We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with Respondent for less than one year).

| 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.

QUESTIONS:

1. Provide a statement describing your company to include name, number of employees, locations, number of years in business, number of years offering/supporting ice skate sharpening.
2. If subcontractors are to be used, provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors' organizational capacity and qualifications.
3. Describe your experience offering a solution for the business requirements identified in this document within higher education. Provide a client list that includes any and all higher education clients.
4. Describe your firm's understanding of the current higher education needs for providing the products / services described in **Specifications / Scope of Work** detailed in this document. Include in your response what challenges do higher education organizations face in this area how would your solution support our goals?
5. 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.