



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

University of Maine at Presque Isle
Skyway Hall Real Estate Offer
RFP #2024-057

Issued Date: February 13, 2024

Initial Proposal Opening and Response Deadline Date/Time:

March 25, 2024 at 2:00 p.m. EST

**Refer to additional instructions in Section 1.9.1 regarding final submissions closure and award notifications.*

Response Submission Information:

Submitted electronically to UMSResponses@maine.edu
Email Subject Line – RC: RE Sale UMPI Skyway Hall - RFP#2024-057

Response Contact Information:

Strategic Sourcing Manager (SSM): Robin Cyr
Email: UMSResponses@maine.edu and robin.cyr@maine.edu

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1.0 INTRODUCTION

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

Specifically, the purpose of this RFP is to solicit interest in the University of Maine at Presque Isle Skyway Hall property located at 1 Skyspot Lane, Presque Isle, ME 04769. The University recently obtained an appraisal on the property with an appraisal value of \$1,100,000. The University will in good faith consider purchase, lease, or alternative creative real property offers.

Included in this RFP is an External Information Packet on the property which provides details on deed and floor plan. The Sale of Real Property is subject to Board of Trustee (BOT) approval, as outlined in BOT Policy Section 802, detailed below.

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

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

In addition, the sale of real property must be approved by Vice Chancellor for Finance and Administration, Executive Director of Strategic Procurement and Services and Chief Business Officer.

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

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

1.1 Real Property Sale Agreement and Conditions

For a real property sale offer the Respondent will need to submit as part of their offer the following:

- Review, complete and sign the Appendix A & B.
- Review and sign the Seller’s Property Disclosure using Appendix C.
- Fill in the specifics of the offer using the University of Maine System Purchase and Sale Agreement, Exhibit D. Exhibit D will need to be initialed on each page and signed by the Respondent.

1.2 Lease Offer

For a real property lease offer the Respondent will need to submit as part of their offer the following:

- Review, complete and sign the Appendix A & B.
- Review and sign the Seller's Property Disclosure using Appendix C.
- Fill in the specifics of the offer using the University of Maine System, Lease Agreement, Exhibit E. Exhibit E will need to be initialed on each page and signed by the Respondent

1.3 Alternative Creative Real Property Offer

For an alternative creative real property offer, the Respondent will need to submit as part of their offer the following:

- Review, complete and sign the Appendix A & B.
- Review and sign the Seller's Property Disclosure using Appendix C.
- Fill in the specifics of the offer using the University of Maine System, Alternative Creative Real Property Offer Form, Exhibit F. Exhibit F will need to be initialed on each page and signed by the Respondent.

1.4 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 1.9.1 Timeline of Key Events** for deadline requirements.

1.5 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.

1.6 Costs of Preparation

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

1.7 Authorization

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

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

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

In addition, the sale of real property must be approved by Vice Chancellor for Finance and Administration, Executive Director of Strategic Procurement and Services and Chief Business Officer.

1.8 Specification Protest Process and Remedies:

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

1.9 General Submission Provisions

1.9.1 Timeline of Key Events

Pre-Bid Conference will be held via Zoom Conference Call on **February 20, 2024** from 1:00 pm – 2:00 pm EST.

[Join Zoom Meeting](#)

ID: 83824444823

Passcode: 154296

Meeting host: robin.cyr@maine.edu

Join Zoom Meeting:

<https://maine.zoom.us/j/83824444823?pwd=MHNORKF2OEV1NjEwUUU0NDRINDZkZz09>

Instructions for joining via phone:

(US) +1 646-931-3860

Passcode: 154296

Written Question Deadline: February 22, 2024

Written Question Response Deadline: February 26, 2024

Scheduled Tours

Tours will be held during the pre-scheduled date and time stated below:

- March 4, 2024 1:00 – 3:00 p.m. EST
- March 5, 2024 1:00 – 3:00 p.m. EST
- March 6, 2024 1:00 – 3:00 p.m. EST

To schedule a tour please select a time above and email robin.cyr@maine.edu.

Initial Proposal Opening and Response Deadline is scheduled for **March 25, 2024**. At the University discretion, this date may be extended to additional dates if no acceptable offer has been received. Communication of the extended dates will be done on our website at: <http://www.maine.edu/about-the-system/system-office/facilities-management-and-general-services/strategic-procurement/information-vendors/>.

After the Initial Proposal Opening date of March 25, 2024, once the University has acceptable offers the University will post submissions are closed to the University's website at:

<http://www.maine.edu/about-the-system/system-office/facilities-management-and-general-services/strategic-procurement/information-vendors/>

Once approved the award will be posted to the University's website at: <http://www.maine.edu/about-the-system/system-office/facilities-management-and-general-services/strategic-procurement/information-vendors/>

1.9.2 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.

1.9.3 Debarment

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

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

1.9.4 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

1.9.5 Response Validity

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

1.9.6 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.

1.9.7 Respondents’ Offer Discussions

Offer discussions 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 offer discussions 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).

1.9.8 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 for each of the three offer types: real property sale, lease or alternative creative real offer. Each of the three offer types will be scored separately.

Real Property Sale Offer		
Evaluation Appendices	Category	Points
Appendix A & B	UMS Response Cover Page (Appendix A) Debarment, Performance and Non-Collusion Certification (Appendix B)	10
Appendix C	Seller's Property Disclosure	10
Appendix D	Purchase and Sale Agreement	
	- Section 1 - Purchase Price	40
	- Section 1 - Earnest Money	10
	- Sections 2 – 19	30
	Total Points	100

Lease Offer		
Evaluation Appendices	Category	Points
Appendix A & B	UMS Response Cover Page (Appendix A) Debarment, Performance and Non-Collusion Certification (Appendix B)	10
Appendix C	Seller's Property Disclosure	10
Appendix E	Lease Agreement	
	-Sections 1-3 – Premises, Term, and Rent	40
	-Section 4 – Use of Premises	15
	-Sections 5 & 25 – Utilities	15
	-Section 6-24 and 26-30 – Remaining Sections	10
	Total Points	100

Alternative Creative Real Property Offer		
Evaluation Appendices	Category	Points
Appendix A & B	UMS Response Cover Page (Appendix A) Debarment, Performance and Non-Collusion Certification (Appendix B)	10
Appendix C	Seller's Property Disclosure	10
Appendix F	Alternative Creative Real Property Offer	80
	Total Points	100

2.1.2 Real Property Sale Offers - Scoring Section Descriptions

2.1.2.1 University of Maine System Response Cover Page (Appendix A) and Debarment, Performance and Non-Collusion Certification (Appendix B)

Respondent signature indicating receipt of completed and signed Appendix A & B. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.2 **Seller’s Property Disclosure (Appendix C)**

Respondent signature indicating receipt of the property disclosure information. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.2.3 **Purchase and Sale Agreement, Section 1: Purchase Price Evaluation (Appendix D)**

The total purchase price will be assigned a score according to a mathematical formula. The highest price response will be awarded the total points. Responses with lower purchase price response values will be awarded proportionately fewer points calculated in comparison with the lowest purchase price response.

The scoring formula is:

$(\text{Lowest submitted purchase price response} / \text{Highest submitted purchase price}) \times 40 \text{ Points} = \text{pro-rated score}$

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

2.1.2.4 **Purchase and Sale Agreement, Section 1: Earnest Money Deposit (Appendix D)**

The total Earnest Money Deposit (EMD) will be assigned a score according to a mathematical formula. The highest EMD response will be awarded the total points. Responses with lower EMD response values will be awarded proportionately fewer points calculated in comparison with the lowest EMD response.

The scoring formula is:

$(\text{Lowest submitted EMD response} / \text{Highest submitted EMD response}) \times 10 \text{ Points} = \text{pro-rated score}$

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

2.1.2.5 **Purchase and Sale Agreement, Sections 2 - 19 (Appendix D)**

Respondent signature indicating full acceptance of the terms and conditions set forth in Appendix D, Purchase and Sale Agreement. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.3 Lease Offer - Scoring Section Descriptions**2.1.3.1 University of Maine System Response Cover Page (Appendix A) and Debarment, Performance and Non-Collusion Certification (Appendix B)**

Respondent signature indicating receipt of completed and signed Appendix A & B. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.3.2 Seller's Property Disclosure (Appendix C)

Respondent signature indicating receipt of the property disclosure information. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.3.3 Lease Agreement, Sections (1 – 3), Evaluation (Appendix E)

The total purchase price will be assigned a score according to a mathematical formula. The highest rent response will be awarded the total points. Responses with lower rent response values will be awarded proportionately fewer points calculated in comparison with the lowest purchase price response.

The scoring formula is:

$(\text{Lowest submitted rent response} / \text{Highest submitted rent response}) \times 40 \text{ Points} = \text{pro-rated score}$

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

2.1.3.4 Lease Agreement, Section 4, Premise Use Requirements (Appendix E)

Best use for maintaining University asset and for the community. The evaluation team will use a consensus approach to evaluate and assign evaluation points. Such determination will be made in the University's sole discretion.

2.1.3.5 Lease Agreement, Section 5 and 25, Insurance and Utilities (Appendix E)

Utility share by Respondent consistent with a triple net lease we receive highest points for this category. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.3.6 Lease Agreement, Sections 6 – 24 and 26 – 30, (Appendix E)

The evaluation team will use a consensus approach to evaluate and assign evaluation points. Responses with no additional language

and no language modifications will received maximum points available.

2.1.4 Alternative Creative Real Property Offer - Scoring Section

Descriptions

2.1.4.1 University of Maine System Response Cover Page (Appendix A) and Debarment, Performance and Non-Collusion Certification (Appendix B)

Respondent signature indicating receipt of completed and signed Appendix A & B. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.4.2 Seller's Property Disclosure (Appendix C)

Respondent signature indicating receipt of the property disclosure information. The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.1.4.3 Alternate Creative Real Property Offer Evaluation (Appendix F)

University will consider alternative creative real property offers if it is in the best interest of the University.

The evaluation team will use a consensus approach to evaluate and assign evaluation points.

2.2 Award

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

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

2.3 Tie Bids

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

2.4 Negotiations

The University reserves the right to negotiate with the successful Respondent to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the University's Request for Proposals to an extent that may affect the price of goods or services requested. The University reserves the right to

terminate contract negotiations with a selected respondent who submits a proposed contract significantly different from the response they submitted in response to the advertised RFB. In the event that an acceptable contract cannot be negotiated with the highest ranked Respondent, the University may withdraw its award and negotiate with the next-highest ranked Respondent, and so on, until an acceptable contract has been finalized. Alternatively, the University may cancel the RFB, at its sole discretion.

2.5 Award Protest

Respondents may appeal the award decision by submitting a written protest to the University of Maine System's University of Maine System's Executive Director of Strategic Procurement and Services 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

Each Respondent is responsible for reviewing this link to see the award

3.0 RESPONSE FORMAT REQUIREMENTS

3.1 General Format Instructions

3.1.1 Electronic Submissions

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

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

3.1.2 Respondents Responsibility

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

3.2 Response Format Instructions

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

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

The following provides the submission requirements for each of the three offer types: real property sale, lease or alternative creative real offer.

1. Real Property Sale Agreement and Conditions

For a real property sale offer the Respondent will need to submit as part of their offer the following:

- Review, complete and sign the Appendix A & B.
- Review and sign the Seller's Property Disclosure using Appendix C.
- Fill in the specifics of the offer using the University of Maine System Purchase and Sale Agreement, Exhibit D. Exhibit D will need to be initialed on each page and signed by the Respondent.

2. Lease Offer

For a real property lease offer the Respondent will need to submit as part of their offer the following:

- Review, complete and sign the Appendix A & B.
- Review and sign the Seller's Property Disclosure using Appendix C.
- Fill in the specifics of the offer using the University of Maine System, Lease Agreement, Exhibit E. Exhibit E will need to be initialed on each page and signed by the Respondent

3. Alternative Creative Real Property Offer

For an alternative creative real property offer, the Respondent will need to submit as part of their offer the following:

- Review, complete and sign the Appendix A & B.
- Review and sign the Seller's Property Disclosure using Appendix C.
- Fill in the specifics of the offer using the University of Maine System, Alternative Creative Real Property Offer Form, Exhibit F. Exhibit F will need to be initialed on each page and signed by the Respondent.