

**REQUEST FOR PROPOSALS # 2025-031**  
**University of Maine, Hutchinson Center**  
**Real Estate Offer**  
**ADDENDUM #2**  
**October 17, 2024**

**QUESTIONS**

1. Is the 120 sf data closet the same as Room 100Y, which is about 248 sf according to building drawings? If not, where is the data closet? Is the University proposing to lease a data closet in Room 100Y?

**ANSWER: The data closet is located in room 100Y. The room is 231 sf however the UMS network equipment takes up approximately 120 sf in that room. UMS is willing to share the space with the new owner.**

2. Room 100Y contains essential equipment for operating the building's IT system as well as Networkmaine's system. Will Room 100Y/data closet be a shared space with the new owner for IT equipment? If so, how do you propose to share it? If not, how do you propose to accommodate building IT requirements? Will the University/Networkmaine pay for changes to the building IT system to accommodate the new owner?

**ANSWER: UMS is willing to share the space with the new owner. UMS will require access to the data closet 24/7. The final terms of the lease will be negotiated with the awarded respondent.**

3. The proposed lease is for 5 years with three 5-year renewals. The new owner's plans for the building may change over time. Is the renewal option solely at the discretion of the University/Networkmaine or will the new owner have the ability to deny a renewal?

**ANSWER: The renewal options are at the sole discretion of UMS.**

4. What is the University/Networkmaine's plan beyond 5 to 20 years? Does it intend to negotiate for more renewals or relocation to another part of the property? If not, how does it intend to vacate the property? If it vacates, will it remove all of its equipment including the backup generator and related underground utilities? Will it accommodate building IT requirements and pay for needed changes to do that?

**ANSWER: Our plan is to stay in the property up to the term of the lease (5 years + 15 years renewal options). When we vacate that space, we will remove the equipment. The awarded respondent will be responsible for all building IT requirements. The final terms of the lease will be negotiated with the awarded respondent.**

5. Does the University/Networkmaine intend to provide internet service to the owner of the new building and, if so, at what cost? If the University/Networkmaine chooses to move off the property in the future, will it continue to provide internet service to the new owner of the building?

**ANSWER: UMS will not provide internet service to the new owner of the building as a condition or result of this RFP.**

6. Section 2.1.2.3 states “Proposals will be evaluated based on the cost of the lease to the university, including responsibility for utilities and fuel associated with the data closet.” Section 25 of the lease template states that the Lessee will be responsible for fuel for the electric generator, electricity for Room 100Y only, heating and cooling system for Room 100Y, as well as carpeting and light fixtures for Room 100 Y. Appendix F says “The University will pay for all related utility costs for this space including electricity and heating /cooling.” Please clarify exactly what data closet/Room 100Y utility and other expenses the University expects the new owner to be responsible for as part of the lease. Please clarify how “responsibility for utilities and fuel” will factor into the Appendix F selection criteria. How does the University/Networkmaine plan to determine its costs for electricity, heating and cooling in the data closet/Room 100Y? Will the University/Networkmaine install a separate electric meter to measure electricity?

**ANSWER: The statement in Section 2.1.2.3, “including responsibility for utilities and fuel associated with the data closet” was incorrect. We are correcting the statement in Section 2.1.2.3 to state that “The University of Maine System will pay for all utility costs related to the data closet.” The University of Maine System will work with the awarded respondent to determine the best and most accurate way to calculate the associated utility costs.**

7. Please confirm that the Purchase and Sale Agreement and Lease Agreement templates do not need to be filled out or submitted as part of a bid and that these templates are considered to be “starting points” by the University for contract negotiations, as stated in the Pre-Response Conference.

**ANSWER: Neither Appendix G Networkmaine Lease Template or Appendix H Purchase and Sale Agreement – UMS Seller, need to be filled out or submitted by respondents. The University Of Maine System will use these templates to negotiate the Purchase and Sale Agreement and the required lease with the awarded respondent.**

8. Please confirm that all built-in cabling, lighting, computer equipment, audio/visual equipment, telephone system, kitchen equipment, lab equipment, appliances, and other built-in equipment and furnishings are included as part of the sale and purchase price.

**ANSWER: All built-in equipment is included as part of the sale, excluding the network equipment located in room 100Y. All personal property of the University Of Maine System, including art work that is being displayed in the building, will remain property of the University and will be removed from the building prior to closing.**

9. What moveable furnishings that are currently in the building will become the property of the new owner, such as desks, tables, chairs, furniture, etc.?

**ANSWER: All furniture, excluding personal contents, will become property of the new owner.**

10. Does the University System believe it may ever consider leasing a portion of the building from the new owner for any purpose? If so, how will a bidder's willingness to lease to the University be considered in evaluating the bids and how is it included in the scoring criteria?

**ANSWER: The University of Maine System anticipates leasing the data closet as described in the RFP. The University of Maine System does not anticipate leasing any other space in the property at this time.**

11. How will the mid-coast community's interests be considered in evaluating the bids and how is it included in the scoring criteria?

**ANSWER: Refer to the evaluation criteria in section 2.1 of the RFP.**

12. RFP outlines the property of interest as 80 Belmont Ave. Belfast Maine 04967. This appears throughout the RFP. Can you confirm you intend this to be property at 80 Belmont Ave. Belfast Maine 04915?

**ANSWER: The correct area code is 04915. 04967 was listed incorrectly throughout the RFP.**

13. If a submission is sent in before the due date and an amendment may be posted would an applicant be able to update a submission with any new info if an addendum is posted after a submission?

**ANSWER: Yes, submissions may be sent in early and may be updated prior to the response deadline.**

14. Will there be an interested party walk through of the facility prior to the submission date to view property as is typical for acquiring potential real estate?

**ANSWER: We are not scheduling walk throughs as a part of the RFP process. The awarded respondent may require inspections or other contingencies. These should be identified in Appendix E of the respondents submission.**

15. Page 5 Appendix C – Sellers Property Disclosure. Building improvements item 7. Can you clarify if you mean, "The new wiring (13,841) was constructed in 2007" is indeed wiring or do you mean new WING?

**ANSWER: Yes, "wiring" should be replaced with "wing".**

16. Previous RFP noted damage and repairs being done due to lack of heat and resulting water damage, but it is not listed in this RFP. Can you clarify if all the damage has been repaired and completed for the property?

**ANSWER: The damage has been fully repaired and that is why it is not listed in the property disclosure.**

17. Understanding the HUB lease is required but it was noted in the Conference Meeting to not submit a HUB Lease Agreement. Page 2 of the Submission Packet Instructions note: A Lease

Agreement template has been included in appendix G. The instructions also note to submit as part of the offer all the noted bullet items. Can you confirm that the Lease is not Required for Submittal? Are we to assume that items in the sample lease provided would be negotiable after the notice of award?

**ANSWER: Appendix G Networkmaine Lease Template, does not need to be filled out or submitted as a part of a response to this RFP.**

18. Appendix A attached to the Lease Agreement is blank. Can we assume this will be added at the time of Lease Negotiation?

**ANSWER: Yes.**

19. Where exactly on the property is the Generator located? Does the Generator service the whole facility, part of the facility (wing), or only the HUB IT room? Is the HUB IT room on a separate electric panel?

**ANSWER: The University will provide a specific location for the generator along with additional information as soon as possible in a separate Addendum to this RFP.**

20. The Purchase and Sale Agreement in the packet notes a Quit Claim Deed will be provided at closing vs a Warranty Deed. Is there a reason for the Quit Claim vs a Warranty Deed at closing? Have there been any known title issues on the property?

**ANSWER: In accordance with its fiduciary responsibilities as an agency and instrumentality of the State of Maine, the University of Maine System's policy is to provide Quitclaim deeds on all property sales unless a warranty deed is separately negotiated and determined to be in the best interests of the University. There are no title issues known to the University, however the University will be providing only a Quitclaim deed at this time and does not guarantee the status of title. Respondents are advised to obtain a separate title opinion or title insurance policy in their discretion.**

21. It was noted in the Conference Meeting to not submit the Purchase and Sale Agreement. Page 2 of the Submission Packet Instructions note: a Template for the Purchase and Sale Template provided Appendix H. The instructions also note to submit as part of the offer all the noted bullet items. Can you confirm that the P&S is not Required for Submittal?

**ANSWER: Appendix H Purchase and Sale Agreement – UMS Seller, does not need to be filled out or submitted as a part of a response to this RFP.**

22. Can you confirm that the previous awardee under previous RFP had access to the facility? If the previous awardee had access were any modifications made to the property at the time the previous awardee may have had access? Have the locks been changed since access was previously provided?

**ANSWER: The previous awardee did not have access to the facility.**

23. A nice accounting of Maintenance Costs was provided. Can you provide the same for the first 6 months 2024 January 1 thru June 30?

**ANSWER: The University will provide this information in a separate Addendum which will be posted as soon as possible.**