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STATE OF MAINE



DEPARTMENT OF ADMINISTRATIVE & FINANCIAL SERVICES

BUREAU OF GENERAL SERVICES

POLICY AND PROCEDURES MANUAL

DISPOSITION OF SURPLUS REAL PROPERTY

*State of Maine Bureau of General Services
Policy on the Disposition of Surplus Real Property*

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AUTHORITY TO MANAGE SURPLUS REAL PROPERTY

In many cases, the Bureau of General Services (“BGS”) within the Department of Administrative & Financial Services (“DAFS”) is the central agency overseeing the disposal of Surplus Real Property owned by the State of Maine¹. All such property is identified in legislation and authorized for disposal by the Legislature. Other state agencies and quasi-state agencies are consequently involved with each property sale, including to varying degrees the Governor’s Office, other DAFS agencies, the Office of the Maine Attorney General, the Maine State Housing Authority, and the agency which has had control of the property. BGS is responsible for identifying the staff or consultant resources necessary to accomplish each property transfer.

Occasionally real property scheduled for disposal is controlled by a lease which must be terminated, or is suitable for short-term lease prior to the final disposition of the property. By statute BGS is responsible for locating, negotiating and managing all real property leases required by departments and agencies of State Government². The same policies and procedures routinely utilized by BGS will be followed in the circumstances where leased space is part of the real property disposal process.

From time to time other State agencies are also assigned the responsibilities of disposing of Surplus Real Property. In those situations, this policy manual may serve as a recommended set of procedures for those agencies to follow. BGS is available to consult with other State agencies, as needed, to achieve the necessary results.

RELEVANT STATUTES

In addition to the enabling legislation that identifies a particular property or group of properties and the intent to dispose of said property, several statutes- primarily found in Title 5- are in place which form the background for this policy document. The statutes listed below are the main areas of legislation that guide this document.

- 5 MRSA §18 Disqualification of executive employees from participation in certain matters
- 5 MRSA §18-A Conflict of interest; contract with the State
- 5 MRSA §1742, subsection 11 Listing of real estate
- 5 MRSA §1742, subsection 19-A Real property leases required by State
- 5 MRSA §1742, subsection 19-B Real property interests acquired by State
- 5 MRSA §1742, subsection 23 Inventory of land
- 5 MRSA §1742-D Bureau of General Services; real property leases

¹ 5 MRSA §1742 Powers and duties

² 5 MRSA §1742, subsection 19-A and §1742-D

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- 5 MRSA Chapter 154 Lease of state-owned facilities §§1781 to 1786
- 17 MRSA §3104 Conflicts of interest; purchases by the State
- 20-A MRSA §4103 Disposal or other use of real property closed for school purposes
- 30-A MRSA §4754-A First option to purchase surplus lands
- 30-A MRSA Chapter 11 State-owned land for housing §4951 and §4952

OBJECTIVES OF THIS POLICY

This document is written policy that identifies the major responsibilities of BGS and other parties regarding the disposal of Surplus Real Property. The general objectives of the policy are as follows:

- a. Maintain a current and inclusive inventory of properties owned by the State of Maine.
- b. Exercise prudent stewardship over all real property.
- c. Document all property information in an organized, consistent method.
- d. Provide a secure environment at buildings and other improvements on vacant property to minimize the risk of damage to property or injury to people.
- e. Dispose of the property in a manner which is transparent, competitive, orderly, timely, and cost-effective.
- f. Receive and distribute revenue appropriately from the sale or rental of property.
- g. Coordinate communications between all parties involved in each property disposition.
- h. Comply with all state laws and the Resolves under which these transactions are authorized.
- i. Record the progress of the transaction in a publicly accessible way.
- j. Maximize the financial return to the state as a result of any property sale.

PROTOCOLS

This section categorizes a wide range of tasks required for the disposal of Surplus Real Property. Further specific requirements are contained in statutes, rules and policies, such as requirements concerning advertising of RFPs.

The three sections defined below make a general distinction between phases that represent first- collection of property information needed to inform the Legislative process; next- activities that facilitate the Legislative process; and lastly- the actions that carry out the Legislative

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mandate to dispose of Surplus Real Property. The sequence of events is typical, however each of the tasks are subject to adjustment in order to satisfy the needs of a particular property transaction.

The Commissioner of the Department of Administrative and Financial Services has the sole discretion to waive or modify any one or more of the provisions of this policy. Requests for waivers or modification shall be made in writing to the Commissioner and shall provide justification for any such waiver or modification of said provision(s).

1. Prior to Legislative Action

1.1. Notify Maine State Housing Authority of Surplus Real Property

- ☐ *BGS notifies the Maine State Housing Authority ("MSHA"), through the DAFS Commissioner's office, that a particular property in the statewide inventory of land is being considered as Surplus Real Property to be offered for sale. Title 5 Section 1742, subsection 23 Inventory of land indicates that "...the procedure for the distribution of surplus state property for the purpose of this subsection shall take priority over any other procedure for the disbursement of surplus state land."*

The Title 5 statute also references Title 30-A, Chapter 201, subchapter 3-A regarding the priority of MSHA in acquiring property: "All state agencies shall offer the Maine State Housing Authority the opportunity to purchase or otherwise acquire any land and improvements on the land or any structures determined to be surplus before the property may be offered for sale or transfer..."

Also see Title 30-A, Chapter 201, subchapter 11, Sections 4951 and 4952 regarding the procedure developed by DAFS and MSHA by which "...state-owned land and structures determined to be surplus and useable or needed for the furtherance of the development of affordable housing for low-income and moderate-income households must be held in trust for this purpose..."

1.2. Document details of ownership of the property

- ☐ *Engage a consultant to conduct a title search, or otherwise document the title search done by others, which is necessary to confirm ownership of the property.*
- ☐ *Engage a consultant, or otherwise document work already done by others, to record the history of ownership of the property in order to understand the significance of the past use of the property. This information is important to the extent that a past use would impose limitations of use for future property owners.*
- ☐ *Document the legal restrictions that are contained in the deed such as easements, historic covenants, et cetera that will be transferred as a result of the sale of the property.*

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- ☐ *Obtain an opinion of value of the real property to preliminarily understand the relative value in order to understand how to handle the property.*
- 1.3. Survey the property for boundaries, area, location of structures and other features
 - ☐ *Employ a professional land surveyor to identify the metes and bounds as well as the area, the location of structures, and all other significant features of the property.*
 - ☐ *Include the location of power lines, utility poles, water lines, wells, drainage structures and storm drain lines, retention ponds, wetland areas, septic fields and sanitary lines, and other similar elements on the survey.*
- 1.4. Arrange for viewing of property as necessary
 - ☐ *Arrange or allow other state agencies to arrange a viewing of the property as BGS determines to be appropriate at this time. Prior to the authorization to dispose of Surplus Real Property, no transactions, commitments or decisions can be made regarding the ultimate transfer of the property.*
- 1.5. Allow for inspection by State officials as necessary
 - ☐ *Perform a physical inspection as soon as feasible after title vests with the State, before the appraisal is completed. The inspection will include the documentation of the following:*
 - *all items to be included in the sale*
 - *list of all items excluded to be sold separately by the BGS State Surplus Properties office*
 - *safety risks such as open basements, swimming pools, trash receptacles, and deteriorated structure*
 - *hazardous materials such as lead-based paint, asbestos, and mold*
 - *personal property to be removed before the rental or sale of the property*
 - *occupancy status of the property*
 - *observed need for remedial work such as repairing leaks, replacing broken glass, or securing doors*
 - *observed need for pest management*
 - *need for restriction of parking while allowing access for public safety*
 - *a recommendation on whether any repairs/improvements should be made or whether the property should be sold on an "as is" basis*
 - ☐ *Maintain the property in a condition that minimizes the potential public safety liabilities that may be present or may develop.*
 - ☐ *Maintain the property in a condition that presents it favorably for sale.*

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- ☐ *Provide the contact information for BGS Building Control and other agency personnel as necessary for contact in case of emergency.*
- ☐ *Evaluate building security liabilities. Determine need for re-keying locks, boarding up windows or doors, adding security fencing, et cetera. Balance need to close building with risk of deterioration that may occur from trapping moisture and restricting ventilation, which may cause mold and indoor air quality problems.*
- ☐ *Coordinate with the agency which owned or occupied the property most recently to resolve the conditions noted in the inspection which require action. BGS will collect all keys and electronic key cards used in the facility.*
- ☐ *Record the utility readings and arrange to terminate utility services, if necessary.*

1.6. Prequalify professionals to provide real estate services

- ☐ *BGS may elect to prequalify real estate firms, appraisers and surveyors covering a geographic region or statewide in order to facilitate an efficient application of resources as needed for a Surplus Real Property project.*
- ☐ *Include a declaration regarding conflict of interest and confidential information among the qualifying elements for the selected professionals.*

2. During Legislative Process

2.1. Collaborate in the drafting of the proposed Legislative Resolve

- ☐ *Draft, or participate in the drafting of, the Resolve to dispose of Surplus Real Property. Include any unique criteria which should be considered in the process, for example review or approval by the Governor's Office, routing of proceeds of the sale, or restrictive covenants.*

2.2. Notify other State agencies of proposed disposal of property

- ☐ *Confirm that all state agencies, in particular Maine State Housing Authority, the Office of the Attorney General, the Department of Economic and Community Development, et cetera, are notified of the pending legislation to dispose of Surplus Real Property.*

2.3. Testify in Legislative proceedings and provide documentation as needed

- ☐ *Be prepared to provide detailed information about the property to the Legislature, the Governor's Office, and State agencies as required.*

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2.4. Arrange for viewing of property as necessary

- ☐ *Facilitate access to the property as necessary to Legislators and others.*

2.5. Notify municipality of proposed disposal of property

- ☐ *Provide official notice to the municipality of the pending Legislative action to authorize the disposal of the Surplus Real Property.*
- ☐ *Coordinate attendance and participation of all state agencies at meetings needed with the municipal government.*

2.6. Obtain additional property information needed for this phase

- ☐ *Engage a firm to provide a Preliminary Site Assessment, if appropriate.*

3. After Legislative Action

3.1. Verify authority to dispose of property

- ☐ *Review all of the details of the enabling Legislation to comply with schedule and other requirements.*

3.2. Document commentary and inquiries concerning property

- ☐ *Collect all public commentary such as newspaper articles.*
- ☐ *Record all inquiries about the property as well as responses made by BGS or others.*
- ☐ *Brief the Commissioner of DAFS and other agencies as necessary regarding the commentary and inquiries about the property.*

3.3. Brief Legislative Committees, State agencies and others as needed

- ☐ *Be prepared to provide information about the process during the process of disposal of the property to the Legislature, the Governor's Office, and State agencies as required.*

3.4. Publish Request for Proposals ("RFP") for real estate services

- ☐ *Publish an RFP for qualified Real Estate professionals who will prepare and implement a marketing program for the sale of State of Maine Surplus Real Property. Alternately, utilize a prequalified list of professionals created through a similar RFP.*

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- ☐ *Include a declaration regarding conflict of interest and confidential information among the qualifying elements for the selected professionals.*
- ☐ *Participate in the award of contract according to the usual procurement process.*
- ☐ *Negotiate a lease or publish an RFP for the leasing of the Surplus Real Property if this option had been determined to be non-detrimental to the subsequent sale of the property. Allow for a lease-to-own agreement where the lessee gains no competitive advantage in the evaluation of offers for the purchase of the property. Follow typical BGS Leased Space procurement regulations.*
- ☐ *Post the RFPs on the BGS website. Utilize other means of marketing as appropriate.*
- ☐ *Document the receipt of proposals to the DAFS Commissioner. Keep records of any deposit funds submitted*
- ☐ *Participate in the evaluation of the proposals according to the usual procurement process. Brief the DAFS Commissioner on the results of the evaluation.*
- ☐ *Confirm that the Vendor's Declaration Regarding Conflict of Interest and Confidential Information has been submitted in response to the RFP.*
- ☐ *Brief the DAFS Commissioner and the Attorney General's Office on the results of the evaluation.*
- ☐ *Brief the DAFS Commissioner and the Attorney General's Office on the status of negotiations of the property.*
- ☐ *Award the contract according to the usual procurement process.*

3.5. Acquire an up-to-date appraisal or opinion of value of the property

- ☐ *Employ a professional who is qualified to create an opinion of value.*
- ☐ *BGS may utilize an opinion of value figure if the property is valued at less than \$100,000 and the opinion of value document is less than six months old. If the property is valued at \$100,000 or more, BGS should obtain an up-to-date appraisal.*
- ☐ *If required, employ a professional appraiser to identify the value of the property.*

3.6. Arrange for open, public viewing of property

- ☐ *Market the property with signage at the site. Include all the appropriate contact information on the signage.*

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- ☐ *Facilitate access to the property to potential purchasers.*
- 3.7. Participate with the Attorney General's Office in the closing for the property
 - ☐ *Arrange for a representative of the Attorney General's Office to review the entire process and comment as necessary to assure a valid closing, conducted in the best interests of the State.*
 - ☐ *Confirm that the Attorney General's Office has reviewed the Purchaser's Affidavit Regarding Conflict of Interest.*
 - ☐ *Draft documents to convey Surplus Real Property according to the guidance of the Attorney General's Office.*
 - ☐ *Organize the review of the documents of the proposed sale of Surplus Real Property by a committee consisting of the BGS Director, BGS Director of Special Projects, and Directors of the BGS Divisions of Purchases, Leased Space, and Risk Management.*
 - ☐ *Arrange for the DAFS Commissioner to participate as the signatory of all such transactions.*
- 3.8. Report on the successful completion of the process
 - ☐ *Report to the DAFS Commissioner, the Legislature, and other significant state agencies upon the completion of the sale of the Surplus Real Property.*
 - ☐ *Organize an internal review of the process to evaluate the success of the sale of the Surplus Real Property. Identify areas where performance may be improved for future transactions.*

FORMS AND DOCUMENTS

The standard forms and documents used for the disposal of Surplus Real Property are referenced in this section, with links to websites, where possible. Since documents are subject to continual improvements, contact BGS or access the BGS website for the source of the most up-to-date documents.

- *Property Inspection Sheet*
- *Sample Request for Proposals for real estate services*
- *Vendor's Declaration Regarding Conflict of Interest and Confidential Information*
- *Purchaser's Affidavit Regarding Conflict of Interest*
- *Contract of Sale of Real Property*
- *Surplus Real Property Flow Chart*

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FORMS AND DOCUMENTS

PROPERTY INSPECTION SHEET

insert name and location of the Surplus Real Property

Time and date of inspection
time and date of inspection
Weather conditions
weather conditions

1. General description of property
general description of property
2. Description of improvements on property
description of improvements on property
3. Items to be included in sale
list of items to be included in sale
4. Items to be removed prior to sale
list of personal property to be removed before the lease or sale of the property, and by whom
5. Items to be collected by Surplus Properties prior to sale
list of all items excluded to be sold separately by BGS Surplus Properties
6. Safety risks apparent at property
safety risks such as open basements, swimming pools, trash receptacles, and deteriorated structure
7. List of hazardous materials known to be present
known hazardous materials such as lead-based paint, asbestos, and mold
8. List of all remedial work to be done prior to sale
observed need for remedial work such as repairing leaks, replacing broken glass, or securing doors

PROPERTY INSPECTION SHEET

9. Occupancy or planned occupancy status of property
occupancy status of the property

10. Need for pest management
observed need for pest management

11. Need for limited site access
need for restriction of parking, for example, while allowing access for public safety

12. Other observations about the property
other observations

Signature:

insert name, title and agency name of State agency performing inspection

Signature:

insert name of Director of BGS, Director, Bureau of General Services

STATE OF MAINE



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BUREAU OF GENERAL SERVICES

REQUEST FOR PROPOSALS

**Real Estate Services for
Planning, Marketing and Managing
the Sale of Surplus Real Property**

RFP # INSERT RFP NUMBER

DATE ISSUED:

INSERT MONTH, DATE AND YEAR

DATE DUE:

INSERT DAY, MONTH, DATE AND YEAR, 2:00 PM - EDT

1. INTRODUCTION

Background

The Department of Administrative and Financial Services (DAFS) through the Bureau of General Services (BGS) is charged with various oversight responsibilities for state facilities and property. The Commissioner of the Department is specifically authorized by Legislative Resolve to effect the sale of certain state properties. The Department's Bureau of General Services will carry out this responsibility. The successful responder to this Request for Proposals (RFP) will be expected to assist in selling or otherwise reaching agreements on the selected properties in a transparent, competitive, orderly, timely, and cost-effective manner.

The principal objective of this RFP is to accomplish the sale of the designated surplus real property by insert month, date and year.

The successful responder to this RFP will be required to provide a plan for accomplishing these property sales plus any property sales which are required but are apart from the revenue goal plus any options that would increase the net revenue to the State.

The properties will require various types and amounts of the full range of real estate services including title searches, appraisals, survey work, listing, marketing and negotiation. The vendor will be responsible directly or indirectly for all these services and such other tasks as may be associated with each property to achieve successful outcomes. As part of the RFP, the state reserves the right to adopt either a full-service or hybrid approach in any final agreement. In a hybrid approach, the vendor would plan, coordinate and implement the necessary services but some of those services – such as property surveying – might be provided by a third party under a separate agreement with the state. In a full service response, the vendor would directly or as part of a collaborative response provide all necessary services.

BGS expects the successful respondent to this RFP will possess the necessary professional, financial, technical and support staff to effectively and efficiently provide assistance and guidance while taking the lead role in the sale of the selected State of Maine properties.

2. BASIC GUIDELINES FOR THIS REQUEST FOR PROPOSALS

The proposal shall be evaluated in accordance with the evaluation criteria set forth in this Request for Proposal (RFP). Subsequent to the opening of the sealed proposals, interviews may be conducted by the State of Maine with responsible vendors who submit proposals determined to be reasonably susceptible of being selected for award.

In conducting any such interviews, there shall be no disclosure of any information derived from proposals submitted by competing vendors. All such interviews shall be conducted by the State of Maine RFP Administrator or the Administrator's designee.

Award(s) shall be made to the responsible vendor whose proposal(s) is determined to be the best value for the State, taking into account all of the evaluation factors set forth in this RFP.

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The State of Maine reserves the right to reject any and all proposals submitted in response to this RFP or to otherwise make no award.

3. SUMMARY OF KEY EVENTS

The table below shows the dates of key events related to this RFP, all subject to revision at the discretion of BGS. All times and dates are local to Augusta, Maine.

<i>event</i>	<i>date</i>
RFP Release	date
Deadline for Questions	Emailed by day, date by 2:00 pm
Deadline for Responses	Posted on the web site by day, date
Bidder Proposals Due	day, date by 2:00 pm
Bidder Interviews	Interviews may be scheduled during the period of date through date. BGS reserves the right to require respondents to participate in interviews in Augusta, Maine, at BGS's sole discretion. Participation is at the respondent's expense.
Vendor Selection Notification	Anticipated by date or sooner.

4. GENERAL INFORMATION

This Request for Proposals (RFP) is designed to select a qualified vendor who will be responsible for providing Real Estate Planning, Management & Sales Services. The selected vendor will be responsible for providing, via an inclusive services agreement, Company and services to meet the requirements identified in this RFP, and will be held accountable for meeting these requirements. No payment will be made under the resulting agreement until approved by BGS.

It is the intent of BGS to select one vendor to be responsible for providing the Company and related services, and to work effectively with BGS and any other project partners, stakeholders and vendors. This intent to award to a single vendor does not, however, preclude joint ventures which are, in fact, encouraged to submit a proposal in response to this RFP. If a joint proposal is submitted, one of the vendors must be the prime contractor and signatory of the agreement with BGS and thus be responsible for the effective Real Estate Service performance standards required under the agreement.

4.1 Type of Agreement

In addition to the provisions of this RFP, any additional clauses or provisions required by Federal or State law or regulation in effect at the time of execution of the resulting agreement will be included in priority order as specified in a standard State of Maine agreement. The agreement will be executed on standard State of Maine agreement forms (BP54) as found in Exhibit C; bidder/vendor standardized contract forms may not be substituted.

BGS reserves the right to make an agreement award without any further discussion with the bidders regarding the proposals received. Therefore, proposals should be submitted initially on the most favorable terms available from the standpoint of overall cost structure, service and experience. No “best and final offer” will be sought by BGS. BGS reserves the right to conduct discussions with any responsible bidders who submit proposals determined to be reasonably susceptible of being selected for award. The State reserves the right to determine the type of agreement most advantageous to the State from a cost standpoint in the negotiation of the agreement with the winning bidder.

4.2 Communications with State Staff

All communication with state staff about or in connection with this RFP from the date of its publication until a selection is announced must be conducted pursuant to the process described in Section 4.3. Any other communication between those who respond to this RFP and personnel employed by or contracted to the Division of Leased Space or any other state agency is prohibited unless approved in writing by the RFP Administrator. Communication in violation of those provisions may result in disqualification of a proposal, except that communication without written approval is permitted without written approval if the communication is necessary for the fulfillment of pre-existing obligations.

4.3 Written Questions and Answers

Any question regarding the meaning of any RFP provision or connection with this RFP must be submitted by email to email address of contact person or RFP Administrator by 2:00 pm on date. Questions received by other means or after that deadline will not receive a reply.

As deemed appropriate, BGS will post timely responses to the questions it receives. Only responses issued in this manner will be considered valid for the purpose of evaluating submissions. The identity of those submitting questions will not be explicitly posted with those questions but BGS is not responsible if the nature or content of the question itself incidentally reveals that information.

It is the bidder's responsibility to monitor <http://www.maine.gov/bgs/> for responses to questions or for other updates or information about the RFP. BGS may acknowledge receipt of questions or other communications by email BGS will otherwise communicate about this RFP by posting information on the web site. Only information so posted will be valid for this RFP.

4.4 In-person Presentations

BGS reserves its right to require and conduct oral presentations and interviews with bidders and the personnel proposed by the bidder for the project. At BGS's option, oral presentations by bidders may be requested for the purpose of explaining or clarifying characteristics or significant elements related to the proposals. Respondents will not be allowed to alter or amend their proposals through the presentation process. Respondents will not be permitted to attend competitor oral presentations.

4.5 Disclosure of Data

According to State procurement law, the content of all proposals, correspondence, addenda, memoranda, working papers, or any other medium which discloses any aspect of the request for proposals process will be considered public information when the award decision is

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announced. This includes all proposals received in response to this RFP, both the selected proposal and the proposal(s) not selected, and includes information in those proposals which a bidder may consider to be proprietary in nature. Therefore, the State makes no representation that it can or will maintain the confidentiality of such information.

4.6 Cost and Risk of Proposal Preparation

The entire cost for the preparation and submission of a proposal, and the attendance at any presentation or interviews will be borne by the bidder. The bidder will also bear the cost of operations related to their proposed solution. The bidder will bear their own travel and expense costs. Any entity submitting a proposal does so at its sole risk and expense.

4.7 Revision of Proposals

BGS alone reserves the right to amend the RFP prior to the Proposals Due Date. It is the bidder's responsibility to monitor the website <http://www.maine.gov/bgs/> for responses or other updates. BGS may by email acknowledge receipt of questions or other communications, but will otherwise communicate with interested parties by posting information on the web site and only information so posted will be valid for this RFP.

4.8 Rights of State Government

This RFP does not commit BGS to award an agreement, or pay any cost incurred in the preparation of a proposal for this RFP. BGS reserves the right to reject all proposals, and at its discretion may cancel or amend this RFP at any time in accordance with the rules and regulations of the Division of Purchases. By submitting a proposal in response to this RFP, the bidder grants to BGS the right to contact or arrange a visit in person with any or all of the bidder's clients.

4.9 Term

Any contract resulting from this RFP is expected to have an initial term of up to one year for the required Company and services, along with an option for up to one additional year, for a total of two years, at BGS's sole discretion and with the right to terminate at any time.

5. SUBMISSION REQUIREMENTS

5.1 Submission of Proposals

To facilitate the proposal evaluation process, a package containing one original and five duplicate copies as well as one copy in Microsoft Word on CD of the entire Proposal must be delivered to:

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, ME 04333-0009

The deadline for receipt of the proposal package is 2:00 pm on day date. **Proposals that are received after the deadline will not be considered.**

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The face of the package, whether mailed or hand delivered, shall bear a label similar to the following, and including the proper RFP number.

<p>Request for Proposal Real Estate Services for Planning, Marketing and Managing the Sale of Surplus Real Property</p> <p>RFP # _____</p> <p>Open by Addressee Only</p> <p>Bidder's name Bidder's address</p>

5.2 Proposal Organization and Contents

Submissions must be in accordance with this RFP and specifically must be organized as follows:

- a. Cover page, including the name and number of the RFP and the identity of the entity making the submission.
- b. Table of contents
- c. Signed letter indicating the proposal is valid for 90 days and attesting the person who signed and submitted the proposal is authorized to do so.
- d. Proposal regarding qualifications pursuant to the criteria in Section 5.3 of the RFP.
- e. Proposal regarding approach and plan pursuant to the criteria in Section 5.4 of the RFP.
- f. Proposed cost pursuant to the criteria in Section 5.5 of the RFP.

Proposals must be submitted in a single bound document, including the cost proposal in a labeled and sealed envelope. Bound proposals must contain sequentially numbered pages and be in Times New Roman font, point size 12, with 1" margins all around the page.

BGS reserves the right, at its sole discretion, to recognize and waive minor informalities and irregularities within proposals received in response to this RFP.

5.3 Qualifications

This section of the proposal is intended to give respondents the opportunity to describe their qualifications.

Proposals may include brief free-form introductory or narrative material in this section. This section, however, also must include responses to each of the items in section 5.3 of this RFP. Proposals should be formatted and labeled in such a way that those responses match this

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document. *For example*, proposals must use the letters A through L in section d (as defined in section 5.2, above). of the submission to identify the corresponding responses to sections A through L of Section 5.3 of this RFP.

5.3.1: Real Estate Qualifications and Experience

- A. Provide a short history of the company submitting the proposal, including when it was founded and any major milestone events.
- B. Describe your primary business. How many customers do you have in total? How many in the State of Maine?
- C. Provide a summary which lists the previous relevant work accomplished by the company in the State of Maine.
- D. Discuss the factors that differentiate your services from like services offered by competitors.
- E. Will any work be performed by individuals not employees of the lead entity submitting this proposal? If yes, please explain.
- F. Provide a summary which lists the previous relevant work accomplished by non-lead participants, if any, in this submission.
- G. Where are the offices located of those making the submission?
- H. Have any companies or individuals involved in this submission provided goods or services or otherwise been a party to a contract with the State of Maine in the past 5 years? If yes, please explain.
- I. Has the lead company ended any contract or departed any project prior to the completion of the contract or work for any reason in the past five years? If yes, please explain.
- J. Has any party involved in this submission ended any contract or left any project prior to the completion of the contract or work for any reason in the past five years? If yes, please explain.
- K. Has the lead company initiated any legal action or had legal action taken against it within the past five years? If yes, please elaborate. This question is not intended to elicit responses about normal transactional legal action common to real estate sales and such information can be excluded. This question is intended to understand whether the company has been involved in any legal disputes and that information should be included in the response.
- L. Please provide three references from customers who can attest to the bidder's qualifications and experience, including the level and quality of service the customer reference has experienced. Each customer reference must include the company name, the name of one or more official contacts within the company, the company address, phone number(s), e-mail address, an indication of how long the customer and the bidder have had a relationship, and a brief description of that relationship. BGS may contact some, all or none of these references. The bidder should "clear" any such Bureau contact with references in order to avoid any communications problems or difficulties with proprietary information, if any.

5.3.2: Personnel, Company and Financial Resource Qualifications

- A. Provide an organizational chart for the entities and individuals being proposed for the project.
- B. Provide resumes for all key personnel.
- C. Describe the role and responsibilities of each entity and all personnel reflected on the organizational chart.
- D. Describe the anticipated time commitments of proposed staff (number of staff days per person over the course of the project).
- E. Provide a history of the previous Project Management Experience of the assigned personnel for efforts of similar size, scope and complexity.
- F. Legal, related property services, licensed realtor.....

5.3.3: Financial qualifications:

- A. Provide evidence of adequate financial stability to fulfill the requirements of the project.
- B. Are the parties to the proposal currently involved in any litigation?
- C. Are the parties to the proposal currently involved in any financial disputes?
- D. What is the annual sales volume handled by the company?
- E. Provide evidence of insurance coverage.

5.4 Approach and Plan

This section of the proposal is intended to give respondents the opportunity to describe their qualifications. Responses to this section would comprise section “e” of the proposal submissions, *Responses regarding approach and plan*, pursuant to Section 5.2 of this RFP.

Proposals may include brief free-form introductory or narrative material in this section. This section, however, must include responses to each of the items in section 5.4 of this RFP. Proposals should be formatted and labeled in such a way that those responses match this document. *For example*, proposals must use the letters A through P in section e of the submission to identify the corresponding responses to sections A through P of Section 5.4.1 of this RFP.

5.4.1: Approach

Please explain how your company will:

- A. Ensure that it understands the desired outcomes.
- B. Work effectively with the state and other stakeholders.
- C. Evaluate and recommend a sale method for each property designated by BGS.
- D. Market designated properties for sale or lease.
- E. Establish sufficient internal controls to prevent actions not authorized by the state.
- F. Establish sufficient milestones that progress occurs and is not needlessly delayed.
- G. Provide ancillary services such as appraisals, surveys, title searches and related services *if so required*.
- H. Coordinate the performance of ancillary services by other parties such as appraisals, surveys, title searches and related services *if so required*.
- I. Provide appropriate public notice about the opportunity to buy designated properties.
- J. Network with the Real Estate Professional and other stakeholder communities.

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- K. Assist State with facilitating any necessary community meetings.
- L. Assist State with property inspections, showings and visits.
- M. Provide planning, managing and marketing real estate skills.
- N. Assist State with property related recommendations and professional negotiations.
- O. Coordinate and oversee all required sales documentation with the State of Maine Attorney General's Office and other legal services as may be designated by the State.
- P. Assist State with property closings and ownership transfers.

5.4.2 Plan

Please explain how your company will:

- A. Achieve the goal of disposing of state properties for a net revenue to the State of at least \$xx by June xx, 20xx.
- B. Provide the State with a timely, measurable and written strategic plan detailing how the company will accomplish the State's objectives and goals. Samples of similar plans prepared for other customers are welcome as a component of this response.
- C. Efficiently and effectively manage the sales of the properties and otherwise implement the strategic plan.
- D. Communicate progress and other information about the plan.
- E. Fulfill all required and customary federal and state-mandated disclosures associated with any property agreements or transactions.
- F. Comply with all state laws and the Resolves under which these transactions are authorized.

5.5 Cost Structure and Supporting Detail

This section of the proposal is intended to give respondents the opportunity to describe their costs.

The component costs of the bid for providing the services set forth in this RFP must be provided by submitting the information in a table similar to what is shown below.

<i>item</i>	<i>cost</i>
Planning Cost	\$ 0
Sale Commission	\$ 0
Total Cost	\$ 0
Additional Services	
appraisal	\$ 0 per SF
appraisal	\$ 0 per acre
survey	\$ 0 per acre
title search	\$ 0 per hour
travel	\$ 0 per mile

5.5.1 Planning Cost

Indicate in the first line the fee, if any, associated with developing and delivering a strategic plan within 30 days of contract execution and with providing progress updates through insert month, date and year. This will be called the *Planning Cost*.

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5.5.2 Sale Commission

Indicate in the second line the *Sale Commission* or other fees associated with the transfer or other agreement for each designated property. *Sale Commission* costs for shall assume a total gross sales value of \$insert dollar amount. BGS recognizes the actual sales value may differ. For evaluation purposes, all proposals must provide and will be evaluated on costs associated with \$insert dollar amount in gross sales volume.

5.5.3 Total Cost

Indicate in the third line the *Total Cost* of the proposal assuming sales value of \$insert dollar amount. If *Total Cost* is other than the sum of the first two lines, please explain.

5.5.4 Additional Services

In the fourth and subsequent lines indicate the costs for the various services noted in this section. BGS may wish to obtain additional necessary services such as appraisals from the vendor to carry out this project and as described in the RFP. BGS may also wish to obtain these services from a third party vendor and to require those services to be coordinated by but not directly performed by the vendor.

Provide the fee structure for such services, including, at a minimum, the cost for appraisals, for surveys and for title searches. For the purposes of this RFP, appraisal costs should be provided as a price per square foot of facility and per acre of property. Survey costs should be provided as a cost per acre. Title search fees should be provided on an hourly rate. Rates for travel and other expenses should be listed separate from the *Additional Services* described in this section and do not include expense costs directly in the requested unit rates for each service. *Additional Services* costs will not constitute part of the evaluation but may be a binding contract provision at the State's discretion in any contract which results from this RFP.

6. EVALUATION OF AWARD

6.1 General Information

BGS will select a vendor through an evaluation process, established prior to the opening and evaluation of proposals. Consideration will be given to capabilities or advantages which are clearly described in the proposal, and by oral presentations or interviews if required, and verified information from any reference sources contacted by BGS. BGS reserves the right to contact individuals, entities or organizations who have had recent dealings with the Company or staff proposed whether they are identified as references or not.

The maximum allowable points which may be awarded for each criteria are as follows. The total maximum number of points that may be awarded to any proposal is 100.

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<i>criteria</i>	<i>points</i>
Qualifications	35
Approach and Plan	40
Cost	25
<i>maximum total</i>	100

The evaluation for qualification points will correspond to the criteria established in section 5.3, 5.4 and 5.5 of this RFP.

A selection committee, possibly with the assistance of subcommittees or subject area advisors, will evaluate the proposals. The identification of the top-rated proposal will be based on the collective determination of the selection committee. Bidder's scores may be adjusted by the selection committee to reflect any oral presentations that may be made.

6.2 Initial Screening

A proposal may be rejected if it is conditional, incomplete, makes erroneous assumptions, contains irregularities of any kind, fails to follow the proscribed organization and format, or if it requires or is predicated on agreement terms and conditions that are determined by BGS to be inconsistent with State requirements or the requirements set forth in this RFP. Any proposal which contains information which, in the opinion of the State, is intended to mislead the State in its evaluation will be rejected.

BGS reserves the right to reject proposals that contain material deviations from the requirements of this RFP. It is understood that all proposals, whether rejected or not, will become part of BGS's official file. While it is expected that an agreement will be awarded as a result of this RFP, The State of Maine reserves the right to reject any and all proposals submitted in response to this RFP.

All initial screening determinations are at the sole discretion of the State.

7. AWARD

BGS's evaluation will result in the identification of a top-rated proposal which, taken as a whole, is the best value to BGS. After analysis, evaluation and validation of bidder responses, BGS will notify all bidders of the top rated submission in writing. BGS will then enter into agreement negotiations with the successful vendor. The State reserves the right to determine the type of agreement most advantageous to the State from a cost standpoint in the negotiation of the agreement with the winning bidder. Negotiations may result in minor revisions to the vendor's proposal. Upon resolution of the final negotiations, BGS will prepare a final agreement. If for any reason BGS is unable to negotiate an acceptable agreement with the selected vendor, the award may be withdrawn. In this event, BGS may then make an award and enter negotiations for an agreement with the bidder with the next highest rated proposal, or may determine, at its sole discretion, that it is in the best interest of BGS to make no award.

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The negotiated agreement award will be made in the best interest of the State of Maine and the award decision is subject to the approval of the State Purchases Review Committee. The RFP and the proposal of the successful vendor will be incorporated into and will form the basis of a legal binding agreement.

EXHIBIT A

[Copy of Legal Advertisement]

REQUEST FOR PROPOSALS

RFP # insert RFP number

**Real Estate Services for
Planning, Marketing and Managing
the Sale of Surplus Real Property**

The State of Maine, Bureau of General Services is requesting vendor proposals to provide Real Estate Services for Planning, Marketing and Managing assistance for the disposal of State of Maine Surplus Real Property authorized by Resolve of the Maine Legislature.

Proposals sealed in envelopes plainly marked with the vendor's name and address, and labeled "Real Estate Services for Planning, Marketing and Managing the Sale of Surplus Real Property" must be delivered to

Division of Purchases
Burton M. Cross Building, 4th Floor
111 Sewall Street
9 State House Station
Augusta, Maine 04333-0009

for receipt by 2:00 P.M. day of week, month date, year (EST). Bids received after the time and date specified will not be considered.

The Bureau of General Services reserves the right to waive all formalities, reject any and all bids and otherwise to make no award. Proposals shall be made in the format described in this Request for Proposal and be made under the letterhead of the bidder.

There is no bidder's conference planned for this RFP.

Copies of this Request for Proposal can be requested by email only from:

insert name of contact person
Bureau of General Services
insert email address of contact person

The RFP Administrator of this Request for Proposal is:

insert name of RFP Administrator
Bureau of General Services
insert email address of RFP Administrator

Information pertaining to the procurement and a copy of the RFP may be found posted at:
<http://www.maine.gov/bgs/>

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EXHIBIT B

[Copy of Legislative Resolves, for example]

Department of Administrative and Financial Services
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EXHIBIT C

[Table of property data such as locations and appraised values, for example]

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EXHIBIT D

[Standard contract forms, for example]

**VENDOR'S DECLARATION REGARDING
CONFLICT OF INTEREST AND CONFIDENTIAL INFORMATION**

insert the number and title of the RFP
insert name and location of the Surplus Real Property

I hereby declare that I have no interest with any person or in any firm, corporation or other business entity that competes for contracts or is a current contractor with the Bureau of General Services. Nor have I participated, directly or indirectly, by committee or as a consultant, advisor, employee, officer, director, agent, trustee, or otherwise, in the development, implementation, or administration of any competitive procurement process with any firm in which I have an interest. For purposes of this declaration, I understand "interest" to include any remuneration or other item of monetary value, including future consideration, as defined in the Request for Proposals for the disposal of the above-named Surplus Real Property.

I also declare that I fully understand the confidential nature of the competitive procurement process and the obligation set by Maine law upon the State agencies involved to ensure a competitive process that operates in fair and equitable manner and is overtly fair and equitable as well.

I agree, therefore, to maintain the confidences necessary to prevent unfair advantages to be provided to any bidder or buyer engaged in a competition regarding the administration of the disposal of the above-named Surplus Real Property. I agree to abide by all rules and regulations regarding conflict of interest and confidentiality issued by the Bureau of General Services and other state agencies having authority in this endeavor. I understand that threshold prohibitions include the discussion, evaluation, scoring, or status of any proposals, actions affecting any proposals, as well as the copying or dissemination of any portion of any proposal, or of any information designated by the Bureau of General Services and other state agencies as confidential to any person, firm, corporation, or other business entity, at any time prior to, during or after the procurement process.

**VENDOR'S DECLARATION REGARDING
CONFLICT OF INTEREST AND CONFIDENTIAL INFORMATION**

I also understand that I may be disqualified from participation as an advisor to the Bureau of General Services and other state agencies if those agencies consider my conduct that which creates an appearance of bias or unfair advantage with, or on behalf of any competitive procurement contractor, potential contractor, agent, subcontractor, or other business entity, whether through direct association with contractor representatives, indirect associations, through recreational activities, or otherwise.

In affirmation of this declaration, I sign below, on this.....
(Day) of (Month) (Year)

Signature:.....

insert name, title and organization of individual

Signature:.....

insert name, title and agency name of State agency representative

Signature:.....

insert name of Director of BGS, Director, Bureau of General Services

PURCHASER'S AFFIDAVIT REGARDING
CONFLICT OF INTEREST

insert the number and title of the RFP
insert name and location of the Surplus Real Property

PERSONALLY came and appeared before me, the undersigned Notary, the within named insert name of Purchaser, who is a resident of insert name of County County, State of insert name of State, and makes this their statement and General Affidavit upon oath and affirmation of belief and personal knowledge that the following matters, facts and things set forth are true and correct to the best of his/her knowledge:

TITLE 17 §3104, Maine Revised Statutes provides that "No trustee, superintendent, treasurer or other person holding a place of trust in any state office or public institution of the State shall have a pecuniary interest directly or indirectly in any contracts made in behalf of the State or of the institution in which they hold such place of trust, and any contract made in violation hereof is void."

I CERTIFY that I am not a trustee, superintendent, treasurer or other person holding a place of trust in any state office or public institution of the State. I further certify that I am not acting on behalf of a trustee, superintendent, treasurer or other person holding a place of trust in any state office or public institution of the State.

In affirmation of this declaration, I sign below, on this.....
(Day) of (Month) (Year)

Signature:.....

insert name of Purchaser

Signature:.....

Notary Public

my commission expires:

STATE OF MAINE
CONTRACT OF SALE OF REAL PROPERTY

Agreement entered into the date day of month, 2011 by and between the *State of Maine* through the *Department of Administrative & Financial Services, Bureau of General Services* hereinafter called the *Seller* and name of Purchaser hereinafter called the *Purchaser*.

For the property briefly described as: name of property located at address, municipality, in county County, Maine, hereinafter called the *Premises*, subject to those exceptions noted in the attached *Schedule A: Description of Premises and Encumbrances* and *Schedule B: Plan of Premises*, and to the terms and conditions set forth in this Contract, the Seller and Purchaser agree as follows:

ARTICLE 1 Sale of the Premises and Acceptable Title

§ 1.1 The Seller agrees to sell, and the Purchaser agrees to purchase, those certain rights and interests affecting the Seller's property as described above.

§ 1.2 The Seller shall convey, and the Purchaser shall accept, title to the Premises by Quitclaim Deed Without Covenant.

§ 1.3 The Purchaser acknowledges that they have had an opportunity to inspect said Premises and that said property is to be conveyed "As is, where is, and with all faults" unrepaid and without any express or implied warranties of any kind or nature. Purchaser acknowledges and agrees that the Premises is being sold "as is, where is" and that no representations are made by the Seller or its representatives as to the marketability of title.

ARTICLE 2 Purchase Price

§ 2.1 The purchase price for the Premises is \$.00 and shall be due and payable as follows:

§ 2.1.1 \$.00 upon execution of this Contract as earnest money deposit and

§ 2.1.2 \$.00 at Closing.

§ 2.2 All monies payable under this Contract, unless otherwise specified in this Contract, shall be paid by checks drawn on any bank, savings bank, trust company, or savings and loan association having a banking office in the State of Maine, payable to the "*Treasurer, State of Maine*".

ARTICLE 3 Closing of Title

§ 3.1 Except as otherwise provided in this Contract, or unless mutually agreed to by the parties, the closing of title for purchase of the Premises pursuant to this Contract (the "Closing") shall take place on or before hour day month year, as to which date time is of the essence. The Closing will be held at the offices of the Maine Department of Administrative & Financial Services, Augusta, Maine or such other place as shall be mutually agreed upon by the parties.

ARTICLE 4 Objections to Title, Termination Provisions

§ 4.1 The Purchaser shall give the Seller written notice of defects in title within fifteen (15) days of execution of this Contract. If Purchaser fails to give such written notice, defects, if any, shall be deemed irrevocably waived. If, in the sole opinion of Seller, it is unable to give marketable title pursuant to the Maine State Bar Association Standards of Title, Purchaser may:

§ 4.1 a Accept a refund of any sums paid under this Contract, and upon the making of such refund this Contract shall wholly cease and terminate and neither party shall have any further claim against the other by reason of this Contract; or

§ 4.1 b Accept such title as Seller may be able to convey without reduction in the Purchase Price or any credit or allowance against the same, and without any other liability on the part of Seller.

ARTICLE 5 Risk of Loss

§ 5.1 The risk of loss or damage to said premises by fire or otherwise until the closing is assumed by the Seller.

§ 5.2 Damage to or destruction of any buildings or improvements owned by the Purchaser or third parties and located on the Premises shall not be grounds for termination of this Contract.

ARTICLE 6 Inspection

§ 6.1 The Seller covenants that between the date of this Contract and the Closing that Seller shall allow Purchaser or Purchaser's representatives access to the Premises, and Purchaser or Purchaser's representatives shall have the right to perform water, soil, septic system and engineering tests (including, without limitation, tests for hazardous wastes, toxic substances and for the existence of any underground tanks) on the Premises and to conduct boundary, resource and topographical surveys. Provided, however, that (a) such access does not interfere with the conduct of Seller's business, if any; (b) such persons enter onto the Premises at their own risk of loss and harm; and (c) the Purchaser shall restore the Premises in the event of any significant disturbance as a result of such work. In the event that Purchaser is not satisfied with the results of its tests, including without limitation those for water quality, hazardous wastes, underground tanks, or toxic substances, to the extent such tests disclose a material defect in the property, it may seek an adjustment or terminate this Contract in accordance with Section 2.2.

ARTICLE 7 Default

§ 7.1 Except as provided in Section 4 or Section 6 herein, if Purchaser fails to pay the purchase price in full within the time set forth and/or fails to comply with any of the provisions of this Contract, Seller, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner to any party, and any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Purchaser. In addition, and at the Seller's sole and exclusive option, the Seller may have the rights under any Contract assigned to the Seller, or to the Seller's nominee, without any other or further action by the defaulting Purchaser.

ARTICLE 8 Apportionment of Assessments

§ 8.1 All unpaid real estate taxes are the responsibility of the Purchaser.

§ 8.2 All transfer taxes and sales taxes shall be the responsibility of the Purchaser.

§ 8.3 All other unpaid assessments and charges due to municipal or quasi-municipal corporations (if any), including sewer, water, and the like due shall be the responsibility of the Purchaser.

ARTICLE 9 Representations

§ 9.1 The Purchaser warrants that no broker was used to procure this Contract and agrees to indemnify and save harmless Seller from and against any claims, demands or cause of action brought by a broker for commissions arising out of the sale of the Premises to Purchaser.

§ 9.2 The Purchaser acknowledges that Purchaser has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. Except as otherwise provided in this Agreement, Purchaser hereby expressly waives any claims against Seller for any matters of public record or matters which a physical inspection of the Premises would reveal. This Paragraph shall survive the delivery and acceptance of the Deed and payment of the Purchase Price.

ARTICLE 10 Other Conditions

§ 10.1 The Purchaser expressly agrees that Purchaser is obligated to purchase the Premises regardless of whether the Premises is contiguous to land currently owned by the Purchaser or has adequate frontage on a public way or complies with land use ordinances or is benefited by an easement for the purposes of providing utilities and/or access.

§ 10.2 The parties mutually agree that the Terms and Conditions of Sale are incorporated herein by reference.

ARTICLE 11 Waiver

§ 11.1 No provision of this Contract may be waived, changed, or modified orally, but only by an agreement in writing signed by the party against whom the enforcement of any waiver, change, or modification is sought.

ARTICLE 12 Notices

§ 12.1 Any communications, requests, or notices required or appropriate to be given under this Contract shall be in writing and mailed via U. S. Mail Certified or Registered Mail, Return Receipt Requested, or sent via a recognized commercial carrier, such as but not limited to Federal Express, which requires a return receipt delivered to the sending party. Said communications, requests or notices shall be sent to the other party and its attorney as indicated below. These addresses may be changed by notice as provided herein. Notices shall be deemed given when mailed as aforesaid, postage prepaid.

Seller: State of Maine
Department of Administrative & Financial Services
Bureau of General Services
77 State House Station
Augusta, Maine 04333-0077
Attn: Director, Bureau of General Services

With a copy to Seller's Attorney:

name of firm
address
city, state, zip code
Attn: name of attorney

Seller: name of Purchaser
address
city, state, zip code

With a copy to Purchaser's Attorney:

name of firm
address
city, state, zip code
Attn: name of attorney

ARTICLE 13 Public Announcements

§ 13.1 The parties agree to coordinate the timing and content of any and every public announcement relating to this Contract of Sale which are made prior to or in connection with the Closing.

ARTICLE 14 Capacity

§ 14.1 Each party represents to the other that: Such party has full power and authority to perform its obligations hereunder and that any person or entity executing this Contract by or on behalf of the representing party has the authority to act on behalf of and bind the representing party, and that any person or entity executing any closing documents by or on behalf of the representing party has been and will be duly authorized to act on behalf of the representing party, and that the performance of this Contract will not be in violation of the representing party's charter or any law, ordinance, rule, regulation or order of any governmental body having jurisdiction, or the provisions of any agreements to which the representing party is a party or by the terms of which is bound and, at the Closing, each party shall furnish to the other party and to Purchaser's title insurance company, if any, reasonably satisfactory evidence of such authority and approval.

ARTICLE 15 Governing Law

§ 15.1 This Contract is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Maine.

ARTICLE 16 Expenses

§ 16.1 Regardless of whether the transactions contemplated pursuant to this Contract are consummated, each party hereto, unless this Contract expressly provides otherwise, shall pay all costs and expenses incurred by it and incident to the preparation and performance of this Contract, and matters relating thereto, and such costs and expenses shall not be reimbursable by the other party hereto.

ARTICLE 17 Successors and Assigns

§ 17.1 This Contract shall be binding upon and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

ARTICLE 18 Entire Agreement and Survival

§ 18.1 All understandings and agreements heretofore had between the parties hereto are merged into this Contract. The covenants, agreements and representations made by the parties and contained in this Contract shall survive the Closing.

ARTICLE 19 Counterparts

§ 19.1 This Contract may be executed in several counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same Contract.

In witness whereof, the parties hereto have set their hands and seals to this contract entered into as of the day and year first written above.

PURCHASER

SELLER

(Signature) (Date)

insert name of Purchaser
(Printed name and title)

(Signature) (Date)

insert name of DAFS Commissioner
Commissioner, Department of Administrative
& Financial Services

LIST OF EXHIBITS

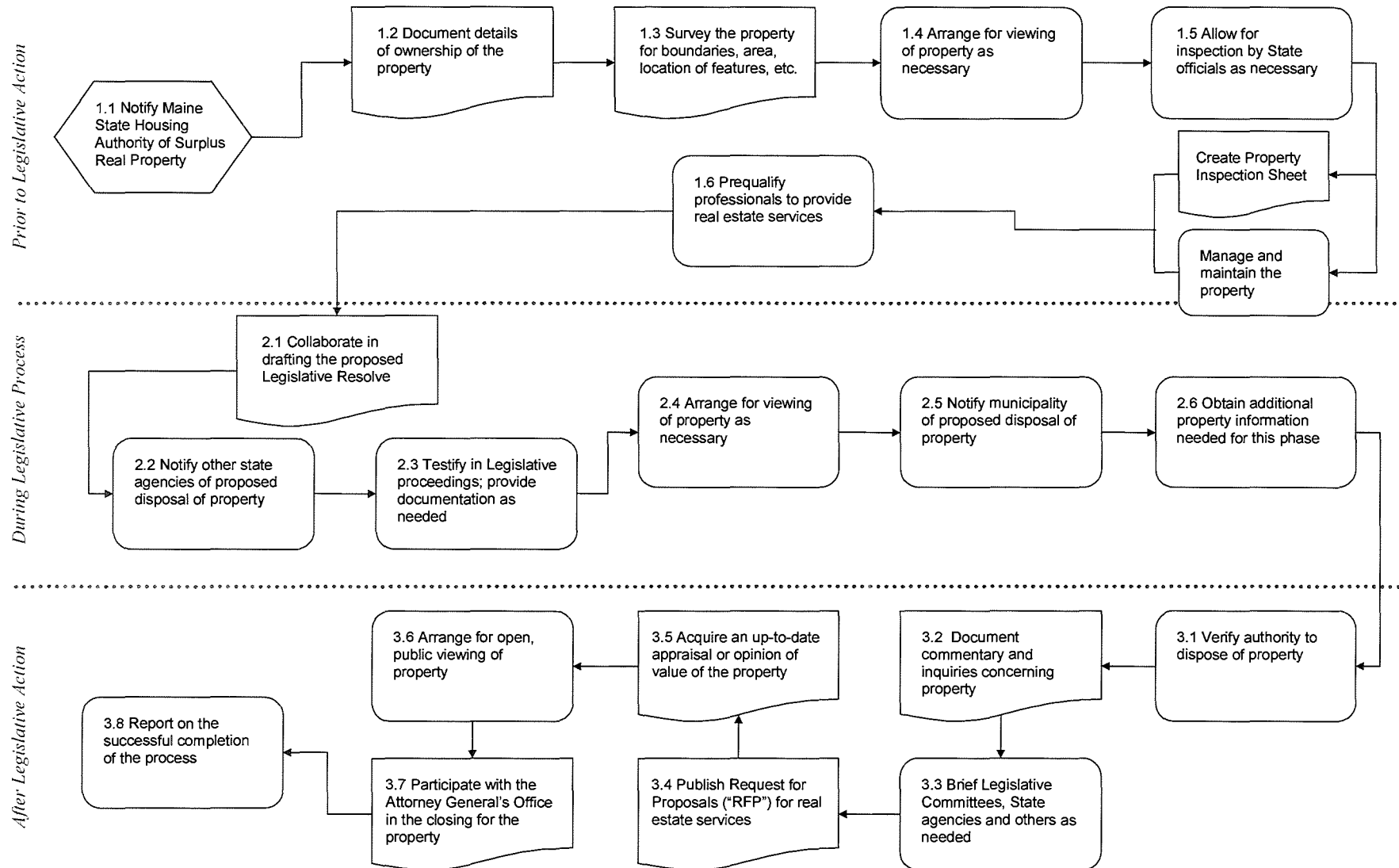
Schedule A Description of Premises and Encumbrances

insert full property description

Schedule B Plan of Premises

insert plans of property

State of Maine Bureau of General Services
Flow Chart for the Disposition of Surplus Real Property



RELEVANT STATUTES*

* The following excerpts of statute are provided as a convenience at the time of this printing. Always research and abide by the *current* statute.

5 MRSA §18. Disqualification of executive employees from participation in certain matters

1. Definitions. As used in this section, unless the context indicates otherwise, the following terms have the following meanings.

A. "Constitutional officers" means the Attorney General, Secretary of State and Treasurer of State. [1979, c. 734, §2 (NEW).]

B. "Executive employee" means the constitutional officers, the State Auditor, members of the state boards and commissions as defined in chapter 379 and compensated members of the classified or unclassified service employed by the Executive Branch, but it shall not include:

- (1) The Governor;
- (2) Employees of and members serving with the National Guard;
- (3) Employees of the University of Maine System, the Maine Maritime Academy and state community colleges;
- (4) Employees who are employees solely by their appointment to an advisory body;
- (5) Members of boards listed in chapter 379, who are required by law to represent a specific interest, except as otherwise provided by law; and
- (6) Members of advisory boards as listed in chapter 379. [1989, c. 443, §5 (RPR); 2003, c. 20, Pt. OO, §2 (AMD); 2003, c. 20, Pt. OO, §4 (AFF).]

C. "Participate in his official capacity" means to take part in reaching a decision or recommendation in a proceeding that is within the authority of the position he holds. [1979, c. 734, §2 (NEW).]

D. "Proceeding" means a proceeding, application, request, ruling, determination, award, contract, claim, controversy, charge, accusation, arrest or other matter relating to governmental action or inaction. [1979, c. 734, §2 (NEW).]

E. "Participates in the legislative process" means to provide any information concerning pending legislation to a legislative committee, subcommittee or study or working group, whether orally or in writing. [1999, c. 242, §1 (NEW).]
[1999, c. 242, §1 (AMD); 2003, c. 20, Pt. OO, §2 (AMD); 2003, c. 20, Pt. OO, §4 (AFF) .]

2. Executive employee. An executive employee commits a civil violation if he personally and substantially participates in his official capacity in any proceeding in which, to his knowledge, any of the following have a direct and substantial financial interest:

A. Himself, his spouse or his dependent children; [1979, c. 734, §2 (NEW).]

B. His partners; [1979, c. 734, §2 (NEW).]

C. A person or organization with whom he is negotiating or has agreed to an arrangement concerning prospective employment; [1979, c. 734, §2 (NEW).]

D. An organization in which he has a direct and substantial financial interest; or [1979, c. 734, §2 (NEW).]

E. Any person with whom the executive employee has been associated as a partner or a fellow shareholder in a professional service corporation pursuant to Title 13, chapter 22-A, during the preceding year. [RR 2001, c. 2, Pt. C, §1 (COR); RR 2001, c. 2, Pt. C, §7 (AFF).]
[RR 2001, c. 2, Pt. C, §1 (COR); RR 2001, c. 2, Pt. C, §7 (AFF) .]

2-A. Participation in legislative process. An executive employee commits a civil violation if the employee participates in the legislative process in the employee's official capacity concerning any legislation in which any person described in subsection 2, paragraphs A to E has any direct and substantial financial interest unless the employee discloses that interest at the time of the employee's participation.

[1999, c. 242, §2 (NEW) .]

3. Former executive employee. Former executive employees shall be subject to the provisions in this subsection with respect to proceedings in which the State is a party or has a direct and substantial interest.

A. No former executive employee may knowingly act as an agent or attorney for, or appear personally before, a state or quasi-state agency for anyone other than the State for a one-year period following termination of the employee's employment with the agency or quasi-state agency in connection with a proceeding in which the specific issue was pending before the executive employee's agency and was directly within the responsibilities of the employee during a period terminating at least 12 months prior to the termination of that employee's employment. [1987, c. 784, §2 (RPR).]

B. No former executive employee may knowingly act as an agent or attorney for, or appear personally before, a state or quasi-state agency for anyone other than the State at any time following termination of the employee's employment with the agency or quasi-state agency in connection with a proceeding in which the specific issue was pending before the executive employee's agency and was directly within the responsibilities of the executive employee during the 12-month period immediately preceding the termination of the employee's employment. [1987, c. 784, §2 (RPR).]
[1987, c. 784, §2 (RPR) .]

4. Construction of section. This section may not be construed to prohibit former state employees from doing personal business with the State. This section shall not limit the application of any provisions of Title 17-A, chapter 25.

[1979, c. 734, §2 (NEW) .]

5. Penalty. A violation of this section is a civil violation for which a forfeiture of not more than \$1,000 may be adjudged.

[1979, c. 734, §2 (NEW) .]

6. Application of more stringent statutory provisions. If other statutory conflict of interest provisions pertaining to any state agency, quasi-state agency or state board are more stringent than the provisions in this section, the more stringent provisions shall apply.

[1987, c. 784, §3 (NEW) .]

7. Avoidance of appearance of conflict of interest. Every executive employee shall endeavor to avoid the appearance of a conflict of interest by disclosure or by abstention. For the purposes of this subsection and subsection 8, "conflict of interest" includes receiving remuneration, other than reimbursement for reasonable travel expenses, for performing functions that a reasonable person would expect to perform as part of that person's official responsibility as an executive employee.

[2001, c. 203, §1 (AMD) .]

8. Disclosure of conflict of interest. An executive employee shall disclose immediately to that employee's direct supervisor any conflict of interest within the meaning of this section.

[1999, c. 242, §3 (NEW) .]

SECTION HISTORY

1979, c. 734, §2 (NEW). 1985, c. 779, §7 (AMD). 1987, c. 735, §4 (AMD). 1987, c. 784, §§1-3 (AMD). 1989, c. 443, §5 (AMD). 1999, c. 242, §§1-3 (AMD). RR 2001, c. 2, §C1 (COR). RR 2001, c. 2, §C7 (AFF). 2001, c. 203, §1 (AMD). 2003, c. 20, §002 (AMD). 2003, c. 20, §004 (AFF).

5 MRSA §18-A. Conflict of interest; contract with the State

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "State entity" means any office, department, agency, authority, commission, board, institution, hospital or other instrumentality of the State. [2001, c. 203, §2 (NEW).]

B. "Executive employee" has the same meaning as set forth in section 19, subsection 1, paragraph D except that "executive employee" includes employees of and members serving with the National Guard and employees of the University of Maine System, the Maine Maritime Academy and the state community colleges. [2001, c. 203, §2 (NEW); 2003, c. 20, Pt. OO, §2 (AMD); 2003, c. 20, Pt. OO, §4 (AFF).]
[2001, c. 203, §2 (NEW); 2003, c. 20, Pt. OO, §2 (AMD); 2003, c. 20, Pt. OO, §4 (AFF) .]

2. Prohibition. An executive employee may not have any direct or indirect pecuniary interest in or receive or be eligible to receive, directly or indirectly, any benefit that may arise from any contract made on behalf of the State when the state entity that employs the executive employee is a party to the contract.

[2001, c. 203, §2 (NEW) .]

3. Violative contract void. Any contract made in violation of this section is void.

[2001, c. 203, §2 (NEW) .]

4. Exemptions. This section does not apply:

A. To purchases by the Governor under authority of Title 1, section 814; [2001, c. 203, §2 (NEW) .]

B. To contracts made with a corporation that has issued shares to the public for the general benefit of that corporation; or [2001, c. 203, §2 (NEW) .]

C. If an exemption is approved by the Director of the Bureau of General Services within the Department of Administrative and Financial Services or the director's designee based upon one of the following and if the director gives notice of the granting of this exemption to all parties bidding on the contract in question with a statement of the reason for the exemption and if an opportunity is provided for any party to appeal the granting of the exemption:

(1) When the private entity or party that proposes to contract with the State and that employs the executive employee, based upon all relevant facts, is the only reasonably available source to provide the service or product to the State, as determined by the director; or

(2) When the director determines that the amount of compensation to be paid to the private entity or party providing the service or product to the State is de minimis. [2001, c. 203, §2 (NEW).]

[2001, c. 203, §2 (NEW) .]

SECTION HISTORY

2001, c. 203, §2 (NEW). 2003, c. 20, §002 (AMD). 2003, c. 20, §004 (AFF).

5 MRSA §1742, subsection 11 Listing of real estate

11. Listing of real estate. To require the listing of real estate belonging to or under lease to the State Government, showing controlling agency, location, metes and bounds, cost or rental rate and when acquired or rented;

5 MRSA §1742, subsection 19-A Real property leases required by State

19-A. Real property leases required by State. Except as provided in section 1742-D, to locate, negotiate and manage all real property leases required by departments and agencies of State Government;

[1991, c. 9, Pt. L, §2 (NEW) .]

5 MRSA §1742, subsection 19-B Real property interests acquired by State

19-B. (TEXT EFFECTIVE UNTIL 6/30/13) (TEXT REPEALED 6/30/13) Real property interests acquired by State. To acquire, in the name of the State, by lease, purchase, interagency transfer, financial order or otherwise all real property or real property interests necessary for the purpose of siting communications structures and equipment required by the Department of Administrative and Financial Services, Office of Information Technology pursuant to section 1520. This subsection is repealed 5 years after the effective date of this subsection;

[2007, c. 488, §1 (NEW) .]

5 MRSA §1742, subsection 23 Inventory of land

23. Inventory of land. To periodically inventory all land owned by any state agency and, together with other state agencies, determine land that is needed by state agencies for other uses and land that is surplus. Prior to offering any land for sale, the commissioner shall review with the Maine State Housing Authority and other state agencies the information derived from the inventory.

A. By February 1, 1988, the commissioner shall provide an initial report on the status of the land inventory to the joint standing committees of the Legislature having jurisdiction over economic development; state and local government; and appropriations and financial affairs. [1987, c. 407, §3 (NEW).]

B. Notwithstanding any other provision of law, the procedure for the distribution of surplus state property for the purpose of this subsection shall take priority over any other procedure for the disbursement of surplus state land. [1987, c. 407, §2 (NEW).]

C. Nothing in this subsection shall be construed to pertain to public reserved lands which are exempt from this subsection. [1989, c. 502, Pt. A, §15 (AMD).]

D. The department shall work closely with the Maine State Housing Authority to develop a procedure by which surplus state-owned land and structures are held in trust for the purpose set forth in this section and Title 30-A, chapter 201, subchapters III-A and XI; [1989, c. 502, Pt. A, §16 (AMD).]
[1989, c. 502, Pt. A, §§15, 16 (AMD) .]

5 MRSA §1742-D. Bureau of General Services; real property leases

1. Work closely with all departments and agencies. The Bureau of General Services shall work closely with all departments and agencies in locating real property leases to ensure that agency program requirements are met to the maximum extent possible. The bureau shall:

A. Maintain records of state agency real property leasing needs and all available space owned, leased and potentially available for lease, and make this information available to all state agencies; [1991, c. 9, Pt. L, §3 (NEW).]

B. Monitor market prices for real property leases on a regional basis and establish rates to be charged to state agencies on an annual basis; and [1991, c. 9, Pt. L, §3 (NEW).]

C. Hold all real property leases to ensure they are negotiated and managed to the best economic advantage of the State. [1991, c. 9, Pt. L, §3 (NEW).]
[1991, c. 780, Pt. Y, §59 (AMD) .]

2. Establish standards; waiver. The Bureau of General Services shall establish the following:

A. Standards for occupant safety and comfort in leased space that are consistent with law and all applicable building, fire, handicapped accessibility and environmental codes; and [1999, c. 776, §1 (AMD) .]

B. By July 1, 1991, standards for space use for all state facilities that ensure the equitable and efficient distribution of available floor space, including common areas, consistent with cost, program and functional objectives. [1991, c. 9, Pt. L, §3 (NEW).]

The Director of the Bureau of General Services may provide a waiver of the standards and criteria established under this section if the director concludes that the unique conditions of location, program or employee function require such a waiver or in order to meet the purpose of Title 30-A, section 4349-A, subsection 2, relating to priority locations for state office buildings, courts and other state civic buildings.

[1999, c. 776, §1 (AMD) .]

3. Real Property Lease Internal Service Fund Account established. The Bureau of General Services shall establish, through the Office of the State Controller, the Real Property Lease Internal Service Fund Account. The funds deposited in the account must include, but not be limited to, appropriations made to the account, funds transferred to the account from within the Department of Administrative and Financial Services and funds received from state departments and agencies using leasing services provided by the bureau.

[1991, c. 780, Pt. Y, §59 (AMD); 2003, c. 600, §4 (REV) .]

4. Charges for leasing services. The Bureau of General Services may levy charges according to a rate schedule recommended by the Director of the Bureau of General Services and approved by the Commissioner of Administrative and Financial Services against all departments and agencies using leasing services pursuant to this section.

[1991, c. 780, Pt. Y, §59 (AMD) .]

5. Submission of budget. The Bureau of General Services shall submit a budget of estimated revenues and costs incurred by the account in connection with the leasing services established in this section.

[1991, c. 780, Pt. Y, §59 (AMD) .]

6. Staff. The Director of the Bureau of General Services shall appoint, subject to the Civil Service Law, staff necessary to carry out the purposes of this section.

[1991, c. 780, Pt. Y, §59 (AMD) .]

7. Payment by department or agency. Each department or agency using the services of this program must budget adequate funds to pay the leasing services provided by the Bureau of General Services.

[1991, c. 780, Pt. Y, §59 (AMD) .]

8. Report. The Director of the Bureau of General Services shall report to the joint standing committees of the Legislature having jurisdiction over state and local government matters and appropriations and financial affairs matters by January 31st of each year with respect to the status of current leases, projected real property leasing requirements and anticipated costs for each fiscal year.
[1991, c. 780, Pt. Y, §59 (AMD) .]

9. Exception. The land leases of the various departments and agencies of State Government are exempted from the provisions of this section.
[1993, c. 272, §1 (NEW) .]

10. Downtown Leasehold Improvement Fund. The Downtown Leasehold Improvement Fund, referred to in this subsection as the "fund," is established within the Bureau of General Services to assist state agencies in securing suitable space in downtowns whenever possible by providing for capital improvements to real property leased by the State in downtowns necessary to meet public health, safety and accessibility requirements of federal, state and local statutes and codes.

The fund is a nonlapsing fund consisting of sums that are appropriated by the Legislature or transferred to the fund from time to time by the Treasurer of State, the proceeds of notes or bonds issued by the State for the purpose of deposit in the fund, grants and awards made to the State or an instrumentality of the State by the Federal Government for the purpose for which the fund has been established and other funds from any public or private source received for use for the purpose for which the fund has been established.

The bureau shall invest in leasehold improvements from this fund only when it determines that the length and other terms of the lease will provide for reasonable use of and return on the investments for the State.

The bureau may establish accounts and subaccounts as it determines desirable to effectuate the purpose of the fund.

[1999, c. 776, §2 (NEW) .]

SECTION HISTORY

1991, c. 9, §L3 (NEW). 1991, c. 780, §Y59 (AMD). 1993, c. 272, §1 (AMD). 1999, c. 776, §§1,2 (AMD). 2003, c. 600, §4 (REV).

MRSA Chapter 154 Lease of state-owned facilities §§1781 to 1786

§1781. Purpose

There are a large number of state-owned facilities throughout the State, a number of which have some unused space or which are currently leasing space to organizations other than state agencies. Since some state agencies may have negotiated contracts with tenants that may violate constitutional and other statutory provisions, it is the intent of the Legislature to establish a policy governing the leasing of state-owned facilities that complies with constitutional and legal principles. [1985, c. 758, §1 (NEW).]

It is the purpose of this chapter to provide for uniform procedures and a standard policy for the leasing of state-owned facilities. A decentralized procedure and many differing policies lead to confusion and misunderstanding. [1985, c. 758, §1 (NEW).]

SECTION HISTORY

1985, c. 758, §1 (NEW).

§1782. Definitions

As used in this chapter, unless the context indicates otherwise, the following terms have the following meanings. [1985, c. 758, §1 (NEW).]

1. Agency of jurisdiction. "Agency of jurisdiction" means the state agency which has use of and jurisdiction over the facility.

[1985, c. 758, §1 (NEW) .]

2. Available facility. "Available facility" means a facility in which all or a part of the facility is unused and available for leasing.

[1985, c. 758, §1 (NEW) .]

3. Director. "Director" means the Director of the Bureau of General Services.

[2001, c. 525, §1 (AMD) .]

4. Other organization. "Other organization" means any not-for-profit, sole proprietorship, partnership, corporation or association that is not a state agency.

[1985, c. 758, §1 (NEW) .]

5. State agency. "State agency" means an agency of State Government as defined in section 8002, subsection 2.

[1985, c. 758, §1 (NEW) .]

SECTION HISTORY

1985, c. 758, §1 (NEW). 2001, c. 525, §1 (AMD).

§1783. Lease of state-owned facilities

The director shall negotiate and have final approval of any lease or rental contract for all or a portion of any available state-owned building or facility. No available state-owned facility or building may be leased except as provided in this section, Title 12, Title 23, Title 30, chapter 233, and Resolve 1986, chapter 68. [1985, c. 758, §1 (NEW).]

1. Unused state facilities. In the event that an agency of jurisdiction finds that it has no need for an available facility, for a period of at least one year, the director may lease the available facility.

[1985, c. 758, §1 (NEW) .]

2. State agencies to be given priority. In providing for the lease of an available facility, the director shall first offer the available facility to state agencies in the following order:

A. State agencies or sub-units of state agencies which are not located in state-owned facilities; and [1985, c. 758, §1 (NEW).]

B. State agencies located in state-owned facilities. [1985, c. 758, §1 (NEW).]
[1985, c. 758, §1 (NEW) .]

3. Lease of state-owned facilities to other organizations. In the event that no state agency leases the available facility as provided in subsections 1 and 2, the director, with the approval of the commissioner or director of the agency of jurisdiction, may, by competitive bid, offer to lease the facility to any other organization.

A. Whenever the director offers to lease the available facility pursuant to this subsection, the director shall offer the lease to only those types of organizations that the agency of jurisdiction finds to be compatible with or conducive to the operation and services of the agency of jurisdiction. [1985, c. 758, §1 (NEW).]

B. Notwithstanding this subsection, the director may lease an available facility or portion of an available facility to a type of organization described in paragraph A without competitive bidding if:

(1) A total of 2,500 square feet or less in the available facility is unused and therefore available for lease; or

(2) The space leased is limited to 50% or less of the available facility up to a total of 20,000 square feet. [2001, c. 525, §2 (NEW).]
[2001, c. 525, §2 (AMD) .]

4. Standards. In offering a lease under the provisions of subsection 3, the director shall include standards and conditions in the lease as determined by the commissioner or director of the agency of jurisdiction which, at a minimum, include the following:

A. The types of uses compatible with and conducive to the activities of the agency of jurisdiction; and [1985, c. 758, §1 (NEW).]

B. The types of activities in which the lessee may engage which, at a minimum, shall include the following:

(1) Any services or programs that the lessee is required to provide or offer;

(2) Termination of lease provisions, to include 60-day notice by either the State or the lessee;

(3) Capital improvements to be made or equipment to be provided by the lessee;

(4) The length of the lease not to exceed 2 years, except when the director, with the approval of the commissioner or director of the agency of jurisdiction, finds that a longer term lease will accrue benefit to the State;

(5) Following notice as provided in this subsection, termination of the lease by the State to accommodate the needs of a state agency; and

(6) Any other provisions deemed necessary by the agency of jurisdiction or the director. [1985, c. 758, §1 (NEW).]
[1985, c. 758, §1 (NEW) .]

SECTION HISTORY

1985, c. 758, §1 (NEW). 2001, c. 525, §2 (AMD).

§1784. Rent and fees

In providing a lease under this chapter, the director shall require payment of fees or charges that, at a minimum, cover the costs of utilities, including heat, custodial services and any other costs generated by the lessee. In addition, a monthly rental fee shall be charged to the user which need not necessarily be the current rate charged in the private sector for similar facilities. [1985, c. 758, §1 (NEW).]

1. Provision of services to the State. If the lessee provides services or assistance to the State at no charge or at significantly reduced charges or the lessee provides in-kind contributions, the monthly rental fee may be reduced or waived by mutual agreement of the director and the commissioner or director of the agency of jurisdiction.

[1985, c. 758, §1 (NEW) .]

SECTION HISTORY

1985, c. 758, §1 (NEW) .

§1785. Adoption of rules

1. Rules of implementation. The director shall adopt rules to implement this chapter. At a minimum, these rules shall include:

A. Provisions for offering available state facilities to state agencies; [1985, c. 758, §1 (NEW) .]

B. Provisions for offering, by competitive bidding, available facilities to other organizations; [1985, c. 758, §1 (NEW) .]

C. Standards for determining user created costs to state agencies for use of state-owned facilities to be reimbursed to the State; and [1985, c. 758, §1 (NEW) .]

D. Standards for determining rental fees based on the location of the facilities, accessibility, local market rates, services or in-kind contributions provided by the user or lessee and any other standards deemed necessary by the director. [1985, c. 758, §1 (NEW) .]

[1985, c. 758, §1 (NEW) .]

SECTION HISTORY

1985, c. 758, §1 (NEW) .

§1786. Exemption of state from liability

Whenever a lease is offered to or signed by another organization pursuant to this chapter, the lease conditions shall clearly state that the State or any state employee shall not be liable for any personal injury or death or any property damage sustained as a result of the lease of the available facility in accordance with this chapter. The State shall not be liable for any actions of the lessee or the employees of the lessee. [1985, c. 758, §1 (NEW) .]

SECTION HISTORY

1985, c. 758, §1 (NEW) .

17 MRSA §3104. Conflicts of interest; purchases by the State

No trustee, superintendent, treasurer or other person holding a place of trust in any state office or public institution of the State shall be pecuniarily interested directly or indirectly in any contracts made in behalf of the State or of the institution in which he holds such place of trust, and any contract made in violation hereof is void. This section shall not apply to purchases of the State by the Governor under authority of Title 1, section 814. [1975, c. 771, §164 (AMD).]

SECTION HISTORY

1967, c. 247, §1 (AMD). 1973, c. 785, §1 (AMD). 1975, c. 499, §26 (AMD). 1975, c. 771, §164 (AMD).

20-A MRSA §4103. Disposal or other use of real property closed for school purposes

The following shall control the disposition or other use of school buildings which have been closed pursuant to section 4102. [1983, c. 422, §17 (NEW).]

1. Control. The school building shall remain under the control of the school board.

[1983, c. 422, §17 (NEW) .]

2. Lease, use of proceeds. The school board may lease the building for its fair rental value if there is a reasonable likelihood that the building will be needed again for educational purposes.

A. Leases not to exceed 4 years may be entered and may be renewed at the end of any lease period if the school board determines there is still a reasonable likelihood that the building will be needed again for educational purposes. [1983, c. 422, §17 (NEW).]

B. The proceeds from the lease shall be used in the following order:

(1) To cover the maintenance costs on the building;

(2) To reduce any outstanding indebtedness on the building; and

(3) To meet educational expenses which have been approved by the legislative body of the administrative unit in the ordinary budgetary process. [1983, c. 422, §17 (NEW).]

C. Any renovations to a leased building shall be compatible with its reuse as a school building.

[1983, c. 422, §17 (NEW).]

[1983, c. 422, §17 (NEW) .]

3. Transfer to municipality. The school board may transfer control or ownership of the building which does not have any anticipated use as a school building to the municipal officers or inhabitants of the town or towns.

A. The receiving town or towns, if they accept the transfer, shall be liable for any outstanding indebtedness. [1983, c. 422, §17 (NEW).]

B. If the receiving town or towns are part of a school administrative district or a community school district, then:

(1) If the building had been transferred by the town or towns to the district, the district may require the town or towns to pay the district any debt service expended on the building by the district over the 5 school years prior to the transfer of the building to the town or towns, minus their apportionment of that debt service; or

(2) If the building had been constructed by the district, the district may require the receiving town or towns to pay the district a sum equal to the fair market value of the building, minus the town or town's apportioned share in the building, to be determined in accordance with the cost-sharing formula in effect at the time of the transfer. [1983, c. 422, §17 (NEW).]

C. Notwithstanding any other provision of law, the receiving town or towns may use the building for municipal purposes. [2001, c. 586, §1 (NEW).]

[2001, c. 586, §1 (AMD) .]

4. Sale of school building. The school board of the school administrative unit may sell the school building on the open market if it determines that it will have no future use for the building and they have offered to transfer control or ownership to the municipal officers of the town or towns in which the building is located and the municipal officers have not accepted the transfer of control or ownership to the municipal officers or the inhabitants of the town or towns. If the school board is unable to sell the school building on the open market after a reasonable period of time, not to exceed 2 years, then it may attempt to sell the building through sealed bids.

A. Sealed bids shall be solicited a minimum of 60 days prior to being opened. Appropriate notices shall be published in local news media. [1983, c. 422, §17 (NEW).]

B. The proceeds from the sale of the building shall be disbursed in accordance with section 4104. [1983, c. 422, §17 (NEW).]

C. The school board of a school administrative unit may convey title to any and all school buildings, regardless of whether they are held in the names of the inhabitants of a municipality, a school administrative district, a community school district, a career and technical education region or a union school. [RR 1991, c. 2, §58 (COR); 2003, c. 545, §5 (REV).]

[RR 1991, c. 2, §58 (COR); 2003, c. 545, §5 (REV) .]

5. Demolition of building. If the school committee or board of directors determines that it has no future use for a building, if it determines the property could be better used for other educationally related purposes without the building and if the legislative body of the unit approves, the school committee or board of directors may demolish the building on the site and retain the site. The school board may also demolish the building if it has been condemned by local or state officials for health and safety reasons, regardless of whether the site will be retained or sold.

[1983, c. 422, §17 (NEW) .]

SECTION HISTORY

1983, c. 422, §17 (NEW). RR 1991, c. 2, §58 (COR). 2001, c. 586, §1 (AMD). 2003, c. 545, §5 (REV).

30-A MRSA §4754-A. First option to purchase surplus lands

All state agencies shall offer the Maine State Housing Authority the opportunity to purchase or otherwise acquire any land and improvements on the land or any structures determined to be surplus before the property may be offered for sale or transfer to any other state agency, community or other buyer or transferee. Notice of availability must be provided in writing to the Director of the Maine State Housing Authority. [1989, c. 914, §5 (NEW).]

1. Notification of interest. The Maine State Housing Authority shall advise the owner agency in writing of its interest in purchasing or otherwise acquiring the surplus land and any improvements on the land or surplus structures or of its decision not to purchase or otherwise acquire any such surplus property within 30 days of receipt of the notification by the Director of the Maine State Housing Authority.

[1989, c. 914, §5 (NEW) .]

2. Purchase price. If the Maine State Housing Authority offers to purchase the property, the purchase price must be determined as follows.

A. The current market value must be determined by an independent appraiser or by agreement between the Maine State Housing Authority and the owner agency. The Maine State Housing Authority and the owner agency then shall negotiate the ultimate purchase price in good faith in order to achieve the respective goals and mandates of the Maine State Housing Authority and the owner agency. [1989, c. 914, §5 (NEW).]

B. The purchase price may not exceed the current market value of the property as determined in paragraph A. [1989, c. 914, §5 (NEW).]

C. If title to the land or improvements carries a requirement that the property be sold at fair market value, then this requirement prevails over the terms of this subsection. [1989, c. 914, §5 (NEW).]

[1989, c. 914, §5 (NEW) .]

3. Report. The Maine State Housing Authority shall report to the joint standing committee of the Legislature having jurisdiction over housing and economic development matters 90 days after the 2nd anniversary of the effective date of this section on state surplus land purchased under this section together with any recommendations for improvements.

[1989, c. 914, §5 (NEW) .]

If any land determined to be surplus is located in a community served by a local public housing authority, as defined in this Title, the Maine State Housing Authority shall offer the first option to purchase the parcel to the local public housing authority. The local public housing authority has 45 days to indicate in writing its desire to acquire the parcel. Other offers to purchase the parcel may not be considered until the 45-day period has passed. [1989, c. 914, §5 (NEW).]

SECTION HISTORY

1989, c. 914, §5 (NEW).

30-A MRSA Chapter 11 State-owned land for housing §4951 and §4952

§4951. State-owned land for construction of housing

1. Study of the inventory of state-owned land. The Maine State Housing Authority, following completion of the inventory of state-owned land pursuant to Title 5, section 1742, subsection 23, shall determine sites that will be suitable for the construction of affordable housing to meet the needs of the State, particularly housing for low-income and middle-income households.

[1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 48, §§10, 31 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

2. Develop plan. The authority shall develop a plan by which the purposes in subsection 1 can be met.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

3. Report to Legislature. The authority shall report the results of its study and the plan, including any necessary implementing legislation, to the joint standing committee of the Legislature having jurisdiction over economic development by January 6, 1989.

[1987, c. 737, Pt. A, §2 (NEW); 1987, c. 737, Pt. C, §106 (NEW); 1989, c. 6, (AMD); 1989, c. 9, §2 (AMD); 1989, c. 104, Pt. C, §§8, 10 (AMD) .]

SECTION HISTORY

1987, c. 737, §§A2,C106 (NEW). 1989, c. 6, (AMD). 1989, c. 9, §2 (AMD). 1989, c. 48, §§10,31 (AMD). 1989, c. 104, §§C8,10 (AMD).

§4952. Surplus land in trust

The Maine State Housing Authority and the Department of Administrative and Financial Services shall develop a procedure by which state-owned land and structures determined to be surplus and useable or needed for the furtherance of the development of affordable housing for low-income and moderate-income households must be held in trust for this purpose and may not be sold or used for other purposes, except with the approval of the Commissioner of Administrative and Financial Services and the Director of the Maine State Housing Authority. [2007, c. 466, Pt. A, §51 (AMD).]

1. Procedure. The procedure established under this section shall include provisions for the expeditious transfer of title to surplus land and structures to the Maine State Housing Authority to be used for affordable housing for low-income and moderate-income households. Transfer of title to specific parcels of land and structures shall occur after the Maine State Housing Authority prepares plans for housing projects for these specific parcels or structures.

[1989, c. 48, §§11, 31 (NEW) .]

2. Transfer of surplus property. Any transfer to the trust of surplus land and buildings under this section must be approved by law.

[1989, c. 48, §§11, 31 (NEW) .]

3. Surplus property removed from trust. Before removing any surplus property from the trust, the Maine State Housing Authority shall hold a hearing within the municipality in which the property is located. The hearing shall be conducted in accordance with the notice provisions of Title 5, section 8053.

[1989, c. 48, §§11, 31 (NEW) .]

4. Report to Legislature. The Maine State Housing Authority shall report to the joint standing committee of the Legislature having jurisdiction over housing matters by the 3rd Wednesday in January of each First Regular Session with respect to the implementation and impact of this section.

[1989, c. 48, §§11, 31 (NEW) .]

SECTION HISTORY

1989, c. 48, §§11,31 (NEW). 2007, c. 466, Pt. A, §51 (AMD).