

## Kennebec Valley Community College 92 Western Avenue Fairfield, ME 04937

Competitive Bid
Request for Proposal
This is Not an Order

### **Vehicle Maintenance and Repair**

Date: July 16, 2019

Site Walk-thru: Optional

Proposal Due On: August 2, 2019

Return Proposal To: Eric Willett, Electrical Lineworker Technology

**Kennebec Valley Community College** 

92 Western Avenue

Fairfield, Maine 04937

Telephone: (207)-314-2400

Email: <a href="mailto:ewillett@kvcc.me.edu">ewillett@kvcc.me.edu</a>

## **Competitive Bid Request for Proposal**

## Vehicle Maintenance and Repair

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# Competitive Bid Request for Proposal Vehicle Maintenance and Repair

#### 1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals for a full service maintenance contract for the preventive maintenance, service, repair, towing and inspection of five utility Lineworker trucks (three hydraulic buckets and two hydraulic digger derricks) located at the Harold Alfond Campus in Hinckley, Maine

Duration of the contract will be for one (1) year, renewable twice, with reasonable inflationary increases, and by mutual agreement.

A detailed explanation of the scope and specifications is contained in **Section 6.0, Scope of Services**. Preference will be given to the proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 8.0, Interpretation of Contract Documents**, apply. KVCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

#### 2.0 Background

Kennebec Valley Community College (KVCC) is a comprehensive community college offering technical, career, and transfer education in addition to customized training for businesses and industries in Kennebec, Somerset, Waldo and Knox Counties. The College is located on two campuses in mid-Maine. Its 70-acre main campus in Fairfield, Maine, is reached by taking Exit 132 off Interstate 95. The 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine.

#### 3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	07/16/2019	
Site Walkthrough	Optional	By Appointment
Proposals Due On	08/02/2019	3:00 p.m. EDT
Award Decision and Notification	08/05/2019	

#### 4.0 Examination of Specifications and Schedule

Each bidder or authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. KVCC reserves the right to accept or reject any and all bids in part or in whole.

#### 5.0 Submission of Bids

The Proposal, which must be signed by a person having proper authority to legally obligate the offering company, along with any additional supporting material, must be received no later than August 2, 2019 by 3:00 p.m. (EDT).

All proposals are to be marked "Vehicle Maintenance and Repair" and mailed to:

Eric Willett, Department Chair Electrical Lineworker Technology Kennebec Valley Community College 92 Western Avenue Fairfield, ME 04937

Proposals may also be sent via email to: <a href="ewillett@kvcc.me.edu">ewillett@kvcc.me.edu</a>, with the subject line "Vehicle Maintenance and Repair"

#### 6.0 Scope of Services

The Scope of Services set forth in this Request for Proposal (RFP) represents an outline of the services the College anticipates the successful proposer to perform and is presented for the primary purpose of allowing the College to compare proposals. The precise scope of services shall be negotiated between the College and the successful Proposer.

The Contractor shall provide:

- All vehicle state inspections (Please see enclosure #1 for vehicle list)
- All labor
- All parts, materials, lubricants, and fluids
- All repairs and regular requested preventive maintenance
- Towing to maintenance facility
- Hourly labor rate and travel rate for additional work not specified by the above scope

#### 7.0 Contractor's Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance insuring against all claims of bodily injury or death, and property damage, arising out of work performed under this agreement. Such insurance shall provide coverage in an amount not less than \$1,000,000 per occurrence and shall list KVCC as an added insured Contractor shall also maintain worker's compensation insurance in amounts required by state law.

#### **8.0 Interpretation of Contract Documents**

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing at least three (3) or more days before the proposal due date and submitted to:

Eric Willett, Electrical Lineworker Technology, Department Chair Vehicle Maintenance and Repair Kennebec Valley Community College 92 Western Avenue, Fairfield, ME 04937

or via email at ewillett@kvcc.me.edu

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

#### 9.0 Bid Review and Evaluation

The College reserves the right to reject all proposals, to waive any informalities and technicalities, and to solicit and re-advertise for new proposals, or to abandon the project in its entirety. The College reserves the right to make the award to that proposer who, in the opinion of the College, will be in the best interest of and/or the most advantageous to the College.

- 1. Evaluation Method
  - A. Technical ability to meet the outlined specifications
  - B. Proposer's project approach, experience, and reference input
  - C. Cost, to include hourly rates

#### 10.0 Preparation of Bids

KVCC seeks the proposal that meets the specifications noted in this RFP. KVCC will review all proposals. The bidder shall include with the proposal any terms and conditions specific to their proposal.

Each valid proposal shall include:

- The contractor's name(s)
- Contact information (address, telephone, fax, email)
- Company quote with detailed specifications and pricing
- Company specific terms and conditions
- Three (3) references

#### 11.0 Withdrawal of Bids

All proposals must be valid for at least thirty (30) days after the proposal due date, after which time proposals shall expire unless the proposer had been notified and agrees to an extension.

KVCC reserves the right to modify or withdraw this invitation, to reject any or all proposals, and to terminate any subsequent negotiations at any time. KVCC also reserves the right to choose the proposal that best meets the needs of its facility and training programs.

#### 12.0 Taxation and Compliance

MCCS d/b/a KVCC is an educational institution organized under the laws of the State of Maine and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

#### 13.0 Prohibited Terms and Conditions

## NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL KVCC CONTRACTS

The following Kennebec Valley Community College (KVCC) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of KVCC. These terms and conditions derive from the public nature and limited resources of KVCC.

#### **KVCC DOES NOT AGREE TO:**

- 1. provide any defense, hold harmless or indemnity;
- 2. waive any statutory or constitutional immunity;
- 3. apply the law of a state other than Maine;
- 4. procure types or amounts of insurance beyond those KVCC already maintains or waive any rights of subrogation;
- 5. add any entity as an additional insured to KVCC policies of insurance;
- 6. pay attorneys' fees or costs for any other entity;
- 7. promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
- 8. permit an entity to change unilaterally any term or condition once the contract is signed; and
- 9. automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with KVCC, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

- 1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between KVCC and your entity and that your entity will not propose or demand any contrary terms;
- 2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
- 3. Your entity will not propose to any college or other operating unit of KVCC any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
- 4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize KVCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless KVCC in any and all legal actions that seek to compel KVCC to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between KVCC and your entity.

Kennebec Valley Community College Competitive Bid Request for Proposal Vehicle Maintenance and Repair Enclosure 1

KVCC Electrical Lineworker Technology Vehicles
All vehicles are stored at the KVCC Alfond Campus, 381 Green Road, Hinckley, Maine.

#### Truck #1

License Plate #: 994-098 Type: Utility Digger Derrick

GVWR: 35,000 lbs. Transmission: Automatic Manufacture Date: 1996 Make: Freightliner

#### Truck #2

License Plate #: 994-083 Type: Utility Bucket GVWR: 33,000 lbs. Transmission: Manual

Manufacture Date: Aug. 1999

Make: GMC

#### Truck #3

License Plate #: 993-061 Type: Utility Bucket GVWR: 33,000 lbs. Transmission: Manual

Manufacture Date: Feb. 2000

Make: GMC

#### Truck #4

License Plate #: 994-082 Type: Utility Bucket GVWR: 33,000 lbs. Transmission: Manual

Manufacture Date: Jan. 1999

Make: GMC

#### Truck #5

License Plate #: 994-099 Type: Utility Digger Derrick

GVWR: 36,220 lbs. Transmission: Manual Manufacture Date: 2004

Make: Freightliner