



Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Competitive Bid
Request for Proposal
This is Not an Order

KVCC Farm Land Lease

Date:	September 18, 2019
Site Walk-thru:	September 23, 2019, 2:00 p.m.
Proposal Due On:	September 30, 2019, 3:00 p.m.
Return Proposal To:	Elizabeth Fortin, Dean Workforce Training Kennebec Valley Community College 92 Western Avenue Fairfield, Maine 04937
Telephone:	(207)-453-5858
Email:	efortin@kvcc.me.edu

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Competitive Bid Request for Proposal Farm Land Use Lease

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals from firms for the use of the KVCC farm for organic and/or conventional seed trials.

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 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 Alford 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	09/18/2019	
Site Walkthrough	09/23/2019	2:00 P.M. EST
Proposals Due On	09/30/2019	3:00 P.M. EST
Award Decision & Notification	10/02/2019	

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 September 30, 2019 by 3:00 p.m. (EDT)**.

All proposals are to be marked “Farm Land Use Lease” and mailed to:

Elizabeth Fortin
Dean, Workforce Training
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: efortin@kvcc.me.edu, with the subject line “Farm Lease”

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.

6.1 Scope

Lease of the Farm at KVCC for conventional and organic seed trials and/or agricultural research. Partnership with KVCC that supports non-credit agricultural training opportunities, such as providing guidance on training opportunities or possible instruction of a training class.

6.2 Specifications

The Farm at KVCC offers three acres of MOFGA certified fields for crop production situated behind the Farm Education Center on the Price Road in Fairfield. There are access roads and walking paths to these fields. On these premises are the following amenities:

- Bathroom, mudroom, washing facilities
- Classroom/conference room and office space
- Kitchenette
- Vegetable washing and packing room
- Cold storage (cool bots, freezer, refrigeration)
- Farm Equipment and implements (not a complete list)
 - BCS and implements
 - JD5500 Tractor
 - Manure spreader
 - Yamaha Side by Side
 - Transplanter
 - Power Tools

- One skinned passive solar high tunnel (34'x80')
- One passive solar high tunnel (34'x80') in need of skinning (plastic is available on site)
- Seedling Greenhouse (34'x100', heated)

Additional 18 acres of land, not yet cultivated, available for conventional farming, not currently certified organic.

KVCC would maintain propane deliveries for the seedling greenhouse, insurance, electricity costs, costs of snow plowing and general repairs to roads and buildings. KVCC will provide building maintenance and security services.

Lessee would be responsible for new skin on high tunnel and any repairs to improve the existing structures.

In depth specifications pertaining to maintenance and expectations of use of land, facilities, and equipment will be negotiated during the contract process.

7.0 Contractor's Insurance

The Contractor shall maintain throughout the term of the agreement general liability insurance to insure 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:

Elizabeth Fortin, Dean, Workforce Training
 Farm Land Use Lease
 Kennebec Valley Community College
 92 Western Avenue
 Fairfield, ME 04937

or via email at efortin@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. Way in which land will be used

- b. Ability and willingness to partner with KVCC to support community education and training opportunities
- c. Bid price

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:

- Bidder's name(s)
- Contact information (address, phone, fax and email)
- Company quote which addresses the necessary specifications
- Company specific terms and conditions. The proposal(s) should include a stated price or prices for (inclusive of all known or unknown costs associated with existing laws or government impositions) the relevant term of the proposal(s)

11.0 Withdrawal of Bids

All proposals must be valid for at least ten (10) 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

Maine Community College System d/b/a Kennebec Valley Community College 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;

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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.