



Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Competitive Bid
Request for Proposal
This is Not an Order

Emergency and On Call Cleaning Services

| | |
|----------------------------|--|
| Date: | December 28, 2020 |
| Site Walk-thru: | Not Applicable |
| Proposal Due On: | January 11, 2020 |
| Return Proposal To: | Phil Newcombe, Facilities Maintenance Engineer Kennebec Valley Community College 92 Western Avenue Fairfield, Maine 04937 |
| Telephone: | (207)-557-2574 |
| Email: | pnewcombe@kvcc.me.edu |

Competitive Bid Request for Proposal
Emergency and On Call Cleaning Services

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Competitive Bid Request for Proposal Emergency and On Call Cleaning Services

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals for Emergency and On Call Cleaning Services for its Fairfield and Harold Alfond campuses in Fairfield and 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 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 | December 28, 2020 | |
| Site Walkthrough | Not Applicable | |
| Proposals Due On | January 11, 2020 | 3:00 P.M. ET |
| Award Decision & Notification | January 14, 2020 | |

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 January 11, 2020 by 3:00 P.M. (ET).**

All proposals are to be marked “Emergency and On Call Cleaning Services” and delivered to:

Phil Newcombe
Facilities Maintenance Engineer
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: pnewcombe@kvcc.me.edu, with the subject line “Emergency and On Call Cleaning Services”

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 must be currently in the business of providing Emergency and On Call Cleaning Services and be capable of providing these services to meet the needs of KVCC.

6.1 Scope

1. The contractor is responsible for responding within time specified in contract for cleaning emergencies, such as area sanitization, burst pipes, and roof failures.
2. The contractor commits to be available for non-emergency on call cleaning services, such as carpet extraction, window cleaning, sanitization, and event cleanup within time period specified in contract.
3. All services to be provided at specified contract prices.
4. The contractor representative is to contact the Facilities Engineer when arriving on site to perform work and when leaving the site.
5. All work is to be performed to the satisfaction of KVCC.
6. It is the responsibility of the contractor to be fully knowledgeable of and adhere to the latest relevant OSHA guidelines. All work is to be performed in line with all applicable OSHA standards.
7. No minimum amount of work is specified, implied, or promised.
8. The contractor is responsible for the repair/replacement of damage caused by contractors’ equipment or employees.
9. Employees and sub-contractors hired by the contractor are to present a professional appearance and remain conscious of their presence on the college.
10. The contractor will provide Safety Data Sheets for all cleaning products used at KVCC.
11. The KVCC Fairfield and Harold Alfond Campuses are smoking and tobacco-free campuses. The smoking and tobacco use policy prohibits all smoking and use of all tobacco products. A copy of the KVCC smoking and tobacco use policy will be accessible to the contractor upon request.

6.2 Payment to Contractor

Invoices may be submitted weekly, biweekly, or monthly as established by the contractor and KVCC. The agreed upon billing period shall remain in effect for the duration of the contract. All invoices shall be submitted for services rendered to the Facilities Maintenance Engineer. Each invoice shall include in detail: dates and hours worked, hours and rates for equipment used, and any materials that are to be charged with quantities used. KVCC shall not be charged for rest breaks of employees, down time of equipment, or time spent repairing equipment. A summary of service rendered for equipment, labor, and materials shall be provided within one week of work performed, regardless of the invoicing frequency.

6.3 Prices

A price schedule for all services, equipment, and materials offered is to be provided. At a minimum, the price schedule will include the following:

1. Hourly rates for manual labor
 - a. Normal daytime precoordinated work hours
 - b. Overtime rates
 - c. Emergency rates
2. Hourly equipment rates per piece of equipment
3. Material costs

Prices must remain set for the duration of the contract.

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:

Phil Newcombe, Facilities Maintenance Engineer
Emergency and On Call Cleaning Services
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

or via email at pnewcombe@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. Maximum time to respond to emergency requests
- C. Services, equipment, and materials offered
- D. Cost for services, equipment, and materials offered
- E. References and past performance

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, phone, Fax, Email)
- Company quote with detailed specifications and pricing
- Company specific terms and conditions

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

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 VENDORS AND BIDDERS: STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following 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 the Maine Community College System (collectively "MCCS"). These terms and conditions derive from the public nature and limited resources of the MCCS.

MCCS 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 MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees; costs, including collection costs; expenses or liquidated damages;
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;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS' recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; 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 the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background 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 MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.