



Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Competitive Bid
Request for Proposal
This is Not an Order

Waste Collection Services

Date:	June 9, 2021
Site Walk-thru:	Not Applicable
Proposal Due On:	June 23, 2021
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
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Competitive Bid Request for Proposal Waste Collection Services

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals for waste collection 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 and Specifications**. 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	June 09, 2021	
Site Walkthrough	Not Applicable	Not Applicable
Proposals Due On	June 23, 2021	2:00 P.M. ET
Award Decision & Notification	June 25, 2021	

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 June 23, 2021 by 2:00 P.M. ET.**

All proposals are to be marked “Waste Collection Services” and mailed to:

Phil Newcombe
Facilities
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 “Waste Collection Services”.

6.0 Scope of Services and Specifications

The Scope of Services and Specifications 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 waste collection and be capable of providing these services to meet the needs of KVCC.

6.1 Scope

Services will include the following:

- a. Waste, cardboard, and recyclable containers placed at designated locations on both the Fairfield Campus and the Alford Campus. KVCC reserves the right to request more, or fewer containers, at any time, with no penalty. All containers must conform to the following requirements:
 - i. Containers must be maintained and in good condition, free of holes, leaks, and significant damage
 - ii. Containers must have functional lids and doors
 - iii. Containers must be lockable
- b. Scheduled pickup of waste, cardboard, and recyclable materials. KVCC reserves the right to modify the pick-up schedule, at any time, with no penalty
- c. Unscheduled pick up of waste, cardboard, and recyclable materials, when required
- d. Minimal Sort Recycling Program
 - i. Program support, such as posters, educational support, and containers
 - ii. Recycling proposal must clearly describe recycling program with comprehensive list of what can, and cannot, be recycled
- e. Demolition material removal, as needed
- f. Labor and equipment, as needed, at an hourly rate, for demolition and removal services
- g. Universal waste disposal such as electronics, fluorescent light tubes, batteries, as needed

- h. Tire disposal

6.2 Specifications

The proposal to provide waste removal services should include the following:

- a. Cost for waste removal, based upon current **Dumpster Inventory, Section 6.3**
- b. List of containers available and cost
- c. Mark up on tipping fees if any
- d. List of other services available and cost
- e. Equipment available and cost
- f. Labor rate for demolition work and cost
- g. Any other costs, such as fuel surcharges, After hours fees

6.3 Current Container Inventory

Container Inventory 92 Western Avenue					
	Location	Qty.	Size	Type	Service
Frye Hall	Faculty/ Staff Parking	1	10 cu. yard	Garbage	Weekly
	Faculty/ Staff Parking	1	6 cu. yard	z-sort	Bi-Weekly
Carter Hall	By overhead door	1	10 cu. yard	Cardboard	Bi-Weekly
	By overhead door	1	10 cu. yard	Garbage	Weekly
Lunder Commons	Parking lot 1	1	6 cu. yard	Garbage	Weekly
Container Inventory Alford Campus					
Averill/Science Building	By Culinary	1	8 cu. yard	Garbage	Weekly
	By Culinary	1	6 cu. yard	Cardboard	On-call pickup
	By Culinary	2	Bins	z-sort	On-call pickup
Rec Center	By rear door	1	6 cu. Yard	Garbage	Weekly
Nutter	Parking lot	1	6 cu. yard	Garbage	Weekly

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
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.

Evaluation Method

- a. Technical ability to meet the outlined specifications
- b. Specification match and variations
- c. Added value features of proposal
- d. Past performance and references
- e. Cost of base proposal
- f. Rates for additional labor and equipment
- g. Price of additional services

10.0 Preparation of Bids

KVCC seeks the proposal that best 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:

- a. The contractor's name(s)
- b. Contact information (Address, phone, Fax, Email)
- c. Proposal with detailed specifications and pricing. Detailed proposal requirements are outlined in **6.2 Specifications**
- d. Acknowledgement of any addendums issued
- e. 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 Standard 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 M CCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between M CCS and your entity.