



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

**Competitive Bid
Request for Proposal
This is Not an Order**

Forestry Management Services

Date:	December 13, 2022
Site Walk-thru:	December 19, 2022 at 10:00 a.m.
Proposal Due On:	January 10, 2023
Return Proposal To:	Brianne Pushor, Director of Operations Kennebec Valley Community College 92 Western Avenue Fairfield, Maine 04937
Telephone:	(207)-453-5076
Email:	bpushor@kvcc.me.edu

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Forestry Management Services

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Competitive Bid Request for Proposal Forestry Management Services

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals to procure professional services work involving the preparation of a forestry management and invasive species control plan for wooded areas located at the Harold Alfond Campus in Hinckley, Maine.

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 13, 2022	
Site Walkthrough	December 19, 2022	10:00 A.M. ET
Interpretation of Contract Documents	January 3, 2023	3:00 P.M. ET
Proposals Due On	January 10, 2023	3:00 P.M. ET
Award Decision & Notification	January 17, 2023	

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 10, 2023 by 3:00 P.M. (ET)**.

All proposals are to be marked "Forestry Management Services" and mailed to:

Brianne Pushor
Director of Operations
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: bpushor@kvcc.me.edu, with the subject line "Forestry Management 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.

6.1 Scope

Supply and delivery of a forestry management plan and providing timber harvest administration and implementation services. Services will include invasive species control and forest management practices that allow Kennebec Valley Community College to maximize a mix of forest benefits, including wildlife, timber, recreation, aesthetic value, and other benefits.

6.2 Specifications

- Conduct a forest inventory and create a multiple use forest management plan, including plans for potential sustainable timber harvests and invasive species control.
- The timber inventory must meet one plot per 10 acres or 20% error at 90% confidence across all forested acres.
- The management plan will include an initial timber harvest plan and a plan for invasive plant management.
- A successful bidder will demonstrate their ability to conduct timber harvesting services when required by the plan and the landowner, to sell harvested timber products, to provide complete contract administration services, to provide invasive plant control services, and to conduct road construction and road maintenance services as needed.
- A successful bidder must be able to complete the management plan by March 30, 2023.

- Bidders will show their staff’s expertise in forest management plan writing, timber harvest oversight, invasive species control, GIS, field mapping software, and modern remote sensing including LIDAR. Specifically, provide the experience level of the personnel to be working on this project directly.
- Bidders will provide a cost for the management plan (priority #1), a separate rough estimate for invasive plant control, and a separate estimate for harvest management services on a commission basis and on an hourly basis. Bidder will provide a full description of how logging services could be contracted, either through the bidder or directly with KVCC.

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 seven (7) or more days before the proposal due date and submitted to:

Brianne Pushor, Director of Operations
 Forestry Management Services
 Kennebec Valley Community College
 92 Western Avenue
 Fairfield, ME 04937

or via email at bpushor@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

- Technical ability to meet the outlined specifications (20%)
- Cost of management plan (20%)
- Cost for timber harvest management and other services (20%)
- Specification match and variations (15%)
- Project Personnel – The Bidder will be rated based on the expertise of the staff (10%)
- Past performance and references (10%)
- Added value features of proposal (5%)

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 MCCA's 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 MCCA, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCA 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 MCCA 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 MCCA to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCA in any and all legal actions that seek to compel MCCA to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCA and your entity.