



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

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

Hydraulic Derrick

Date:	September 9, 2024
Site Walk-thru:	Not applicable
Proposal Due On:	October 7, 2024
Return Proposal To:	Brianne Pushor, Dean of Facilities & Operations Kennebec Valley Community College 92 Western Avenue Fairfield, Maine 04937
Telephone:	(207)-770-0878
Email:	bpushor@mainecc.edu

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Competitive Bid Request for Proposal Hydraulic Derrick

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals to procure a new Hydraulic Derrick for the Electrical Lineworker Technology program 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	September 9, 2024	
Site Walkthrough	Not applicable	Not applicable
Proposals Due On	October 7, 2024	2:00 P.M. ET
Award Decision & Notification	October 18, 2024	

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 October 7, 2024, by 2:00 PM. (ET).**

All proposals are to be marked “Hydraulic Derrick” and mailed to:

Brianne Pushor
Dean of Facilities & Operations
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

Proposals may also be e-mailed to: bpushor@maineccc.edu, with the subject line “Hydraulic Derrick”

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 new Hydraulic Derrick with extending full capacity intermediate and upper booms that will be used for student training related to the Electrical Lineworker Technology program.

6.2 Specifications

The following specifications are minimum acceptable requirements. Any specific reference to manufacturer(s) and/or catalog/model/stock numbers provided is to establish the design, type of construction, quality, functional capability and performance level desired. The bidder may offer an alternate product believed to be an equal. Any alternate product(s) bid must be clearly identified by manufacturer and catalog, model or stock number. Adequate detailed specifications of the product offered must be included with your bid to establish equivalency and to ensure that the product being bid meets all specifications:

- a. New unit
- b. In stock for immediate delivery
- c. Color: white with eight-step powder coat process
- d. Automatic transmission
- e. Fuel type: diesel
- f. Maximum sheave height: 46.4 ft
- g. Maximum horizontal reach: 37.3 ft
- h. Maximum digging radius: 26.7 ft
- i. Maximum capacity: 12,902 lbs.
- j. Boom articulation: 80 degrees above horizontal to 20 degrees below horizontal
- k. Hydraulic Overload Protection System
- l. Load indicator gauge

- m. Hydraulic side load protection
- n. Continuous rotation with high-capacity worm gear drive gearbox
- o. Electric CAN controls
- p. Indicator light panel at control station(s)
- q. Proportional hydraulic control system
- r. Manual override of electronically controlled boom, winch, and digger functions at main control valve
- s. Standard/Low speed selector
- t. Remote control retrofittable
- u. Transferable hydraulic pole guides and steel boom flares
- v. System pressure gauges mounted on main control stations
- w. Pole guide tilt interlock
- x. Fiberglass boom tip with provision for platform attachment
- y. Two-part load line attachment point on intermediate boom
- z. Boom stow protection system
- aa. Auger stow protection
- bb. Outrigger/Boom interlock system
- cc. Electric-Hydraulic control system
- dd. Rear mount pedestal
- ee. Rear mount traditional control seat
- ff. Three position throttle integrated into keypad at operator control station
- gg. No hard-wired upper controls and no tool circuit at boom tip
- hh. Turntable winch: normal speed with 15,000 lbs.
- ii. Digger, two speed mechanical shift, 12,000 ft-lbs. with all components necessary to operate digger installed.
- jj. 2.50in hex output shaft with 2.50in hex extension shaft
- kk. Digger, right-hand storage, viewing from boom tip-streetside for rear and corner month, curbside for behind cab mount
- ll. Dedicated digger shake command that provides rapid dig/clean reversing function
- mm. Standard pole guides for 18.00in dia. Pole maximum
- nn. No derrick tong protectors
- oo. Hydraulic side load protection
- pp. Outriggers, A-frame, folding shoe, 153 maximum spread, for use as auxiliary outriggers on all units or primary on select units
- qq. Two (2) Operator and Maintenance/Parts manuals
- rr. Dirt auger, 18in dia. With 2-1/2in hex X 104in L single flight, painted black
- ss. Winch rope for turntable winch, 115ft long and 1in dia.
- tt. Load line swivel hook 8-1/2in ton
- uu. DL/DM Dc series derrick subbase
- vv. Subbase locks
- ww. 60 gallon reservoir, standard, no sight gauge
- xx. HVI-22 hydraulic oil
- yy. Subbase storage with drop down door for tool storage 6in high
- zz. Standard pump for PTO
- aaa. Muncie PTO
- bbb. Hot shift PTO (for automatic transmission)
- ccc. Standard Altec PTO/transmission functionality with park brake auto neutral
- ddd. Standard parking brake machine interlock
- eee. Install tool circuit for hose reel below rotation (male pressure, female return)
- fff. 50ft non-conductive hose kit, orange, with quick disconnects and dust caps
- ggg. Hydraulic hose reel, spring loaded, 50ft hose capacity

- hhh. Unit installation components
- iii. 134in flatbed, for installing on any 4x2 chassis with an approximate CA dimension of 120in.
- jjj. Thru tool box compartment 42in.x 46in. x 96in. with 18in. deep curbside and streetside compartments

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:

Brianne Pushor, Dean of Facilities & Operations
Hydraulic Derrick
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937

or via email at bpushor@maineccc.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. 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 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.