Competitive Bid
Request for Proposal
This is Not an Order

Passenger Van

Date: January 7, 2016
Pre-Bid Meeting Not Applicable
Proposals Due On: January 22, 2016 by 3:00 p.m.
Return Proposals To: Kennebec Valley Community College
Attn: Elizabeth Fortin
TAACCCT 2 Grant Manager
92 Western Avenue
Fairfield, Maine 04937
Telephone: (207) 453.5858
Email: efortin@kvcc.me.edu
Competitive Bid Request for Proposal:
Passenger Van

1.0 Overview

Kennebec Valley Community College (KVCC) is requesting proposals for the purchase of a new passenger van for the Farm to Table Program located at 15 Stanley Road, Hinckley, ME. The van is primarily used in the Farm to Table program for student transport throughout the year, such as field trips and travel from classroom to farm.

A detailed explanation of the scope and specifications is contained in Section 3.0, Scope 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 6.0, 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.

Please refer to Enclosure 1: Standard Terms and Conditions Applicable to All MCCS Contracts.

2.0 Schedule

Proposal Due On:       Wednesday, January 22, 2016 at 3:00 p.m.
Public Bid Opening:    Wednesday, January 22, 2016 at Kennebec Valley Community, Carter Hall-Room 121 at 3:30 p.m.
Notification of Award:  Tuesday, January 26, 2016

Contacting references and inspecting equipment may require this period to be extended.
3.0 Scope & Specifications

3.1 Background

KVCC is a commuter college with two (2) campuses: a sixty-acre campus in the town of Fairfield, mid-Maine and over 500 acres of land and more than a dozen structures in Hinckley, Maine. The latter is six (6) miles from the main campus in Fairfield. The College is a public, non-profit, post-secondary institution which has strived to meet the educational needs of mid-Maine residents for over forty-three years.

3.2 Scope

Supply, service, and delivery of a passenger van that will be used for student transport related to academic programs.

3.3 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. Model year 2015/2016
b. In stock - immediate delivery
c. Color: white
d. Air bags: front driver, front passenger, rear side
e. 4.8 L, V-8 6 speed, automatic transmission
f. Fully enclosed cab with heater and air conditioning front/rear
g. ABS and driveline traction control
h. 4 wheel antilock brake, 4 wheel disc brake
i. Vehicle fuel - gas
j. Seating – 15 passenger
k. Power door locks and windows

3.4 Service

a. Available Service Level Agreement (SLA)
b. Hourly labor rates; weekdays and weekends
c. Regular dealership hours
d. List of parts regularly in stock for proposed truck
e. Lead time for parts that are ordered
f. Warranty for truck and parts
### 4.0 Bid Review and Evaluation

Proposals will be evaluated by the following criteria:

- a. Cost (including any and all discounts)
- b. Specification match
- c. Power train warranty

### 5.0 Examination of Specifications

Each bidder or his authorized agent is expected to examine the bid specifications, contract documents and all other instructions pertaining to the proposal being requested. 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.

### 6.0 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  
Grant Manager  
Kennebec Valley Community College  
92 Western Avenue  
Fairfield, Maine  04937

*or, via email 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.

### 7.0 Preparation of Bids

KVCC seeks a 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 should include:

- The contractor’s name(s)
- Contact information (address, phone, fax and email)
- Company quote with detailed specifications and pricing listed
- 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).

### 8.0 Submission of Bid
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 22, 2016 by 3:00 p.m.

All proposals are to be clearly marked “Passenger Van” and submitted to:

Mail proposals to:
Kennebec Valley Community College
Attn: Elizabeth Fortin, Grant Manager
92 Western Avenue
Fairfield, Maine 04937

Deliver proposals to:
Carter Hall
92 Western Ave
Fairfield, Maine

Proposals may also be e-mailed to efortin@kvcc.me.edu.

9.0 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.

10.0 Taxation and Compliance

MCCS d/b/a KVCC 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.

Dated: January 7, 2016

By:
Elizabeth Fortin, Grant Manager
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937
(207) 453.5858
Email: efortin@kvcc.me.edu

Enclosure: 1. Standard Terms and Conditions Applicable to All MCCS Contracts
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;
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.