



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

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

**Plumbing Services**

<b>Date:</b>	<b>June 15, 2018</b>
<b>Site Walk-thru:</b>	<b>N/A</b>
<b>Proposal Due On:</b>	<b>June 29, 2018</b>
<b>Return Proposal To:</b>	<b>Brianne Pushor, Director of Operations and Compliance</b> <b>Kennebec Valley Community College</b> <b>92 Western Avenue</b> <b>Fairfield, Maine 04937</b>
<b>Telephone:</b>	<b>(207)-453-5076</b>
<b>Email:</b>	<b><a href="mailto:bpushor@kvcc.me.edu">bpushor@kvcc.me.edu</a></b>

**Competitive Bid Request for Proposal**  
**Plumbing Services**

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## Competitive Bid Request for Proposal Plumbing Services

### 1.0 Introduction

*Kennebec Valley Community College (KVCC) is soliciting proposals for plumbing services for its Fairfield and Harold Alfond Campuses located at 92 Western Avenue, Fairfield, Maine and Stanley Road, Hinckley, Maine respectively.*

Duration of the contract will be for one year —July 1<sup>st</sup> through June 30<sup>th</sup> — 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 (KVCC) 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	6/15/2018	
Pre-bid Meeting and Building Walkthrough	N/A	N/A
Proposals Due On	6/29/2018	3:00 P.M. EST
Award Decision & Notification	7/3/2018	

#### 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 29, 2018 by 3:00 P.M. (EST).**

All proposals are to be marked "PLUMBING SERVICES" and mailed to:

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

Proposals may also be e-mailed to: [bpushor@kvcc.me.edu](mailto:bpushor@kvcc.me.edu), with the subject line "PLUMBING 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 shall:

- a. Be responsible for furnishing all supervision, labor, equipment, tools, supplies, facilities, and services required to perform the work, including quality control, all required documentation at the conclusion of the project, warranting its work, and performing all other work indicated in the Contract. The purchasing of materials will be the responsibility of the Contractor. Disposal of materials is the responsibility of the Contractor.
- b. Have the ability to work effectively with minimum supervision.
- c. Adhere to all Plumbing Codes and OSHA requirements and have the knowledge and willingness to do so.
- d. Supply all necessary Personal Protective Equipment needed to perform job duties and comply with established safety guidelines and procedures.

As work arises, the Owner will assign work to the Contractor. This work will include, but not limited to, general plumbing maintenance and on call plumbing services.

When the Owner determines that an assignment is an emergency, the Contractor shall have the ability to have a qualified plumber on site within twelve (12) hours after notification unless the emergency has been determined as immediate by the Owner and Contractor.

The Contractor will be paid by the hour for each hour work is performed at the contract unit price per hour.

Contractors must submit proof of Maine Master Plumber License.

Proposed Fees:

1. The fees and costs proposed by the prospective vendor shall be submitted using the format found in Schedule A - Pricing. All Proposers must respond to Schedule A in order for any Alternate Proposal to be considered.
  - a. Provide per hour pricing for each element of service (this is to be the contracted pricing amount)
  - b. Pricing shall include the plumbing services required along with fulfilling the terms and conditions stated in this scope of services.

## **7.0 Contractor's Insurance**

The Contractor shall maintain throughout the term of the agreement general liability insurance insuring 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, Director of Operations and Compliance  
Plumbing Services  
Kennebec Valley Community College  
92 Western Avenue, Fairfield, Maine 04937

*or via email at [bpushor@kvcc.me.edu](mailto: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

- A. Technical ability to meet the outlined specifications
- B. Proposer's project approach, experience, and reference input
- C. Cost, to include hourly rates

### **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
- Three (3) references

### **11.0 Withdrawal of Bids**

All proposals must be valid for at least fifteen (15) 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**

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.

### **13.0 Prohibited Terms and Conditions**

**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.

## Schedule A – Pricing

All bid pricing must include hourly labor rates for repair and/or additional work on an as needed basis for the positions of Master Plumbing and Helper. The billable hourly rate shall start upon arrival at the job site and end upon departure from the site. The standard hourly rate shall apply for services from 7:00 AM to 5:00 PM, Monday through Friday. The non-standard hourly rate shall apply for services from 5:01 PM to 6:59 AM, Monday through Friday. The non-standard hourly rate shall also apply to weekends and holidays. Any work under non-standard hours would require prior approval from an authorized KVCC representative. Bid pricing is required for parts and accessories (materials) on a percentage (%) mark up over cost. KVCC shall not incur any additional charges, including but not limited to, mileage or fuel charges.

### Flat Rate Services

Repair or replace shower heads \_\_\_\_\_

Repair or replace flush valves \_\_\_\_\_

### Other Services

Weekdays 7:00 a.m. to 5:00 p.m. per Master Plumber wage per hour \$ \_\_\_\_\_

Weekdays 7:00 a.m. to 5:00 p.m. per Helper wage per hour \$ \_\_\_\_\_

Weekdays 5:01 p.m. to 6:59 a.m. per Master Plumber wage per hour \$ \_\_\_\_\_

Weekdays 5:01 p.m. to 6:59 a.m. per Helper wage per hour \$ \_\_\_\_\_

Weekends or State Holidays per Master Plumber wage per hour \$ \_\_\_\_\_

Weekends or State Holidays per Helper wage per hour \$ \_\_\_\_\_

Percentage mark-up for materials, supplies, parts, and accessories \_\_\_\_\_

For School Years 2019/2020 & 2020/2021

The proposer must indicate below the percentage of price increase or percentage of price decrease applicable. If a percentage is not quoted (i.e. left blank), KVCC shall have the right to execute the option at the same price(s) quoted for the original contract period. Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The percentages indicated below will be used in the cost evaluation process to determine the lowest offer and the potential maximum financial liability to KVCC.

### Annual Increase

Year 2 (2019/2020) Period: +/- \_\_\_\_\_ % over 2018/2019 rates

Year 3 (2020/2021) Period: +/- \_\_\_\_\_ % over 2019/2020 rates