



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

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

Commercial Realtor Services

Date: March 15, 2017
Proposal Due On: April 10, 2017
Return Proposal To: Monett Wilson, Dean of Finance & Administration
Kennebec Valley Community College
92 Western Avenue
Fairfield, Maine 04937

Phone: 207-453-5123

Competitive Bid Request for Proposal
Commercial Realtor Services

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Competitive Bid Request for Proposal Commercial Realtor Services

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals from commercial realtors or commercial real estate firms that will proactively market a college real estate property to be listed strategically.

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 7.0, 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 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 new 600-acre Harold Alfond Campus is located seven miles north of the Fairfield campus on U.S. Route 201 in Hinckley, Maine. The Annex Building is a one-story office building located at 50 Eskelund Drive, Fairfield, Maine. The square footage of the Annex building is 12,730 square feet conveniently located near exit 133 of I-95 North, Fairfield, Maine with over 70 parking spaces, office space, conference room and seven class rooms with a propane heating system.

3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	3/15/2017	
Pre-bid Meeting and Building Walkthrough	3/29/2017	11:00 A.M. EST
Proposals Due On	4/10/2017	4:00 P.M. EST
Award Decision & Notification	4/17/2017	

4.0 Agreement

Agreement: The term of the contract shall not be more than 36 months. The College may terminate this agreement, in whole or in part, at any time by written notice to the Agency. The agency shall be given at least sixty days written notice before any termination decision.

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: April 10, 2017 by 4:00 P.M. (EST)** .

All proposals are to be marked “KVCC Commercial Realtor Services” and submitted by mail or email to:

Monett Wilson, Dean of Finance & Administration

Kennebec Valley Community College

92 Western Avenue

Fairfield, ME 04937

Email: mwilson@kvcc.me.edu

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.

- a. Marketing the property- as needed (please list methods most often employed by your company)
- b. Estimated number of months you expect the property to be on the market (can be a range)
- c. List years and depth of direct experience related to selling commercial properties in Mid-Maine
- d. Please include any extra credentials held
- e. Number of commercial properties sold or leased in Kennebec and Somerset Counties over the last five years
- f. *Must provide Commission rate* that will be charged to KVCC, if chosen as KVCC’s realtor
- g. Provide estimated fair market value or suggested listing price based on area market comparison
- h. Item G may be expressed as a range of values, if necessary
- i. Business references and contact information shall include email addresses

7.0 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:

Monett Wilson, Dean of Finance and Administration, KVCC
92 Western Avenue, Fairfield, Maine 04937
(207-453-5123) *or via email at mwilson@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.

8.0 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. The College will appoint an evaluation team (at least three persons) to evaluate proposals, and to recommend award of a contract with the Proposer, which meets the best interests of the College. The College shall not in any event be required or constrained to award the Agreement to the Proposer on the basis of price alone. The College may award an Agreement on the basis of initial proposals received, without discussion; therefore, each initial proposal should contain the Proposer's best terms from a cost and technical standpoint.
- B. The College shall be the sole judge of its own best interests, the proposals, and approval of the resulting contract. The College's decisions will be final.
- C. Realtors must have direct experience with commercial properties in the local area and the ability to show property within a 72 hour window. Other criteria are provided in **Section 6.0, Scope of Services**.

9.0 Instructions for Preparing Proposals

To ensure all proposals are fairly evaluated, scored and ranked, it is very important that the RFP responses are prepared according to the prescribed format. Failure to follow this requirement may result in the disqualification of your proposal.

Section 1: Basic Submittal Information and forms

- A. Letter of Intent: This letter will summarize in a brief concise manner, the proposer understands the scope of work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the College. The letter must indicate the official's title or authority. The letter should not exceed one page in length

B. Proposer Certification form – (Attached below)

C. Contractor's Qualification Statement (Attached below)

Section 2: Organization, Experience & Staff qualifications

- A. Organization Credentials: Provide a description of proposers experience which qualifies you to provide the services identified in Proposal Specifications section
- B. Realtor Credentials: List experience, memberships, and qualifications of each realtor member within the firm who will be assigned to this project. List any paraprofessionals, if applicable
- C. Current References: The firm will provide a listing of three (3) clients it has served who can serve as references. The listing shall include name of the client, the name of the contact person, address, email, and telephone number

Section 3: Fee Structure

Provide a fee and expense proposal for the cost of services. The proposal fee should include:

- A commission rate upon due upon sale and at closing
- A *maximum contract* total that includes everything necessary for the execution and completion of the Agreement

PROPOSAL CERTIFICATION

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is, in all respects, fair and without collusion or fraud. I agree to abide by all conditions of this proposal; I certify that I am authorized to sign this proposal.

I hereby agree to furnish the items and/or services at the prices and terms stated in my proposal. I have read and understand the terms and conditions of the Request for Proposal.

This company is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all people without regard to race, color, religion, sex or national origin and the implementing rules and regulations prescribed by the Secretary of Labor.

I certify that I have received the following addenda (if any):

Addendum _____ Dated _____

Signature _____

Name(s) and Title(s) _____

Legal Name of Proposer _____

Mailing Address _____

City, State, Zip _____

Telephone _____ Fax _____

State of Incorporation _____

Tax ID Number _____

Email _____

Date _____

CONTRACTOR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions and information provided hereinafter.

Submitted to: Kennebec Valley Community College

Submitted by: Name: _____ () Corporation

Address: _____ () Partnership

Principal Office: _____ () Individual

(Note: Attach separate sheets as required.) () Joint Venture

() Other

1. How many years has your organization provided the requested services? _____

2. How many years under the present business name? _____

If applicable:

Former business name: _____ # Years: _____

3. Corporations, answer the following:

Date of incorporation: _____

State of incorporation: _____

President: _____

Regional Manager: _____

District Manager: _____

4. Partnerships, answer the following:

Date of organization: _____

Type of partnership: _____

Names and addresses of partners (if applicable):

1). _____

2). _____

3). _____

5. If other than a corporation or partnership, describe organization and name principals: _____

1). _____

2). _____

3). _____

6. Worker's Compensation insurance policy number: _____

Name of company: _____ Policy amount: _____

7. Comprehensive General Liability policy number: _____

Name of company: _____ Policy amount: _____

(\$500,000 combined single limit minimum)

Kennebec Valley Community College, will be named additional insured for General

Liability coverage if our firm is awarded the bid? Yes _____ No _____

(A "No" answer will disqualify your bid.)

8. Name(s) and telephone number(s) of person(s) designated as liaison with the College in administering the contract in the event of bid award (attach sheet if necessary):

Date: _____

Name of Company: _____

By: _____

(Authorized Signature)

Title: _____

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:

March 15, 2017

By:

Kennebec Valley Community College

Monett Wilson, Dean of Finance & Administration

92 Western Avenue

Fairfield, Maine 04937

Enclosure: 1. Standard Terms and Conditions applicable to All MCCS Contract

March 15, 2017

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Enclosure 1

**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.