



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

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

Lunder Commons Patio Reconstruction

Date: October 4, 2017
Site Walk-thru: October 10, 2017 By Appointment
Proposal Due On: October 16, 2017
Return Proposal To: Kennebec Valley Community College
Michael Marcoux, Facilities Maintenance Engineer
92 Western Avenue
Fairfield, Maine 04937

Telephone: 207-453-5036
Email: mmarcoux@kvcc.me.edu

Competitive Bid Request for Proposal
Lunder Commons Patio Reconstruction

Table of Contents

1.0 Introduction 2

2.0 Background 2

3.0 Schedule / Modifications 2

4.0 Examination of Specifications and Schedule 3

5.0 Submission of Bids 3

6.0 Scope of Services and Specifications 3

7.0 Contractor’s Insurance..... 4

8.0 Interpretation of Contract Documents 4

9.0 Bid Review and Evaluation 5

10.0 Preparation of Bids..... 5

11.0 Withdrawal of Bids..... 5

12.0 Taxation and Compliance 6



Competitive Bid Request for Proposal Lunder Commons Patio Reconstruction

1.0 Introduction

Kennebec Valley Community College (KVCC) is soliciting proposals for Lunder Commons Patio Reconstruction at its Fairfield a Campus located at 92 Western Avenue, Fairfield, Maine.

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

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.

3.0 Schedule / Modifications

Description	Day/Date	Time
RFP Issued	10/4/2017	
Pre-bid Meeting and Building Walkthrough	10/10/2017	By Appointment
Proposals Due On	10/16/2017	2:00 P.M. EST
Award Decision & Notification	10/18/2017	

4.0 Examination of Specifications and Schedule

Each bidder or his or her 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 16, 2017 by 3:00 P.M. (EST)** .

All proposals are to be marked "Lunder Commons Patio Reconstruction" and submitted by mail, email, or delivered to:

Mail proposals to:

Michael Marcoux, Facilities Maintenance Engineer
Kennebec Valley Community College
92 Western Avenue
Fairfield, ME 04937
Email: mmarcoux@kvcc.me.edu

6.0 Scope of Services and Specifications

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 successful contractor shall be in the design and installation of concrete projects and fully qualified to perform such work in a professional and timely manner. The contractor shall take all means to protect the safety and security of students, staff, faculty, and the public: by means of safety barriers, caution tape, fencing, etc.

The successful contractor shall include in their proposal; demolition to remove the existing pavers, fine sand and Styrofoam sheeting. Re-grade the substrate, compact the substrate and relay the insulation. Styrofoam Insulation may need to be replaced if the contractor and KVCC Facilities Maintenance Engineer feels the Styrofoam is compromised by demolition, cracking, voids under the sheeting or in poor condition in general, then it will be by mutual agreement to replace such insulation. The Contractor shall include in their proposal, the cost of replacing the Styrofoam with new; if needed. If the contractor and KVCC agree not to replace the Styrofoam, the contractor shall not charge KVCC for any materials not purchased from the total contract price.

Two test holes were dug to inspect and verify the substrate. The findings were as follows; Cement patio pavers were removed in a two foot square section. Under the pavers is approximately three inches of fine sharp sand, with existing two (2”) inches of high density Styrofoam insulation. The area was dug down to approximately 18 inches deep and found sufficient gravel substrate of 3” inch minus.

KVCC Maintenance Department would like to repurpose any concrete pavers that have not been compromised by deterioration from salt, and/or wear and tear. The contractor shall set aside in a designated area, salvageable pavers and KVCC will remove them in a timely manner as to not interfere with the contractors work area.

Machinery

KVCC would prefer the contractor to use track loaders and or skid steers with tracks, for this project to lessen any damage to lawn areas.

Entry to Building

The majority of traffic flow entering and exiting the building is thru the Main Entrance where such work is to be performed. Therefore to limit any flow of pedestrian traffic and safety of the community all traffic will be re-rooted to the South Entrance and East entrance to the building. KVCC will temporarily install signage inside and out to direct pedestrian traffic to these areas. The Main Entrance will only be used for existing the building in case of emergencies such as evacuations or fire.

Completion

Completion of the project must be on or prior to November 30, 2017. Terms for completion are negotiable based upon agreement by the contractor and KVCC.

Specifications

Please refer to **Attachment 1: 41800 Lunder Library Walk Detail and Specs.**

7.0 Contractor’s Insurance

The Contractor will be required to carry worker’s compensation insurance and liability insurance Protecting KVCC and the Contractor from all claims of bodily injury or death, and property damage, arising out of work performed under this agreement . The Contractor agrees to carry all insurance required throughout the contract agreement and shall notify KVCC of any cancellations. If cancellation arise the contractor must seek and secure another insurer for coverage of equal value. The contractor agrees to carry at a minimum not less than \$300,000.00 in liability for any individual claim or all claims arising out of a single occurrence.

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:

KENNEBEC VALLEY COMMUNITY COLLEGE IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION INSTITUTION AND EMPLOYER FOR MORE INFORMATION, PLEASE CONTACT (207) 453-5019

Michael Marcoux, Facilities Maintenance Engineer
Kennebec Valley Community College
92 Western Avenue, Fairfield, Maine 04937
or via email at mmarcoux@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. Total Price
- B. Specifications Match
- C. Comparative Analysis of Proposals

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 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 facilities.

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.

Dated:
October 4, 2017

By:
Kennebec Valley Community College
Michael Marcoux, Facilities Maintenance Engineer
92 Western Avenue
Fairfield, Maine 04937

Enclosure 1: Standard Terms and Conditions applicable to All MCCS Contract
Attachment 1: 41800 Lunder Library Concrete Walk Detail & Spec

October 4, 2017

Kennebec Valley Community College
Competitive Bid Request for Proposal
Lunder Commons Patio Reconstruction
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.

KENNEBEC VALLEY COMMUNITY COLLEGE IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION INSTITUTION AND EMPLOYER FOR MORE INFORMATION, PLEASE CONTACT (207) 453-5019