REQUEST FOR PROPOSAL Flooring Services



York County Community College 112 College Drive, Wells Maine

YCCC's mission is to provide academic, career, and transfer programs while serving to advance cultural, economic, and workforce development in York County and the state of Maine. The vision of YCCC is that it will be a leader in educational excellence, providing a variety of programs that promote personal enrichment, academic growth and career development. We will support our region in meeting the challenges of a changing world by creating an innovative and active learning environment.

Project Description

York County Community College (YCCC) is seeking a flooring contractor to replace flooring in the of the main building at 112 College Drive, Wells, Maine. Scope of work shall include replacing flooring in the Cafeteria, Mid-caf and Student lounge (3,620 SF). Interested bidders should contact Joan Ludwig, <u>jludwig@ycc.edu</u> or 207-229-3846 at York County Community College if they would like to schedule a visit to the location.

Proposal Requirements

- 1. Please submit a proposal from your firm utilizing your pricing for flooring materials, prep work and installation services.
- 2. Completion of project by end of November.
- 3. Your cover letter shall include total pricing, materials, labor, prep/repair costs (as separate line items); work schedule; past related project experience, with references.
- 4. Bidders are required to provide a statement of relevant and recent experience, as well as their financial responsibility.
- 5. Bidders are responsible for any costs incurred during preparation of the Proposal or any precontract activity or future negotiations with YCCC such as labor, administrative/supply costs, and travel by the bidder's personnel.

Submission of Proposals

- 1. Requests for Information (RFIs) must be submitted in writing and are due no later than three (3) work days prior to the bid due date. They are to be sent via email to Joan Ludwig jludwig@yccc.edu or contact 207-229-3846.
- 2. Proposals shall be spiral bound, received by the due date, and must include a cover letter signed by the representative managing the account, as well as your firm's terms and conditions.

- 3. One (1) electronic copy (in PDF format) should be submitted no later than 4:00 PM on October 26, 2020. Late proposals are subject to refusal by YCCC.
- 4. Evaluation factors will include price, schedule of services and ability to meet deadline, as well as dealer's past performance. The bidder with the best performance based on these evaluation factors, will be considered the best value vendor even if the vendor's total project cost was not the lowest.
- 5. Proposals shall not be withdrawn during a period of sixty (60) calendar days immediately following the opening.
- 6. No contract may be assigned or transferred without the written consent of YCCC.
- 7. Bids will be reviewed internally and the winning bidder will be notified by November 2.

Dealer's Responsibilities / Scope of Work

- 1. Provide flooring services proposal and pricing for the main building's Cafeteria, Mid-café and Student Lounge, totaling approximately 3,620 square feet. Please provide an individual quote for each product listed below. Include removal of existing carpet and vinyl cove base.
 - Polished Cement
 - Epoxy (plain)
 - Epoxy Flake
 - Epoxy Metallic

Installation / Site Instructions

- 1. Conduct site visit(s) to become familiar with site and to check for potential installation problems.
- 2. Coordinate installation dates and logistics with YCCC. Vendor must provide an estimated work schedule of services in their proposal. Vendor shall provide the name and telephone number of the person(s) responsible for the coordination to YCCC contact person.
- 3. Provide all labor, materials, and equipment needed to provide services.

RFP Clarification

YCCC reserves the right to obtain clarification of any point in a vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a vendor to respond to such a request for additional information or clarification may result in the rejection of a vendor's proposal.

YCCC reserves the right to revise, add, or delete any section and/or specifications provided prior to awarding any contract; in addition, YCCC reserves the right to reject any and all proposals.

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. <u>MCCS DOES</u> **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.