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REQUEST FOR PROPOSAL (RFP)

For: Re-Keying Services for York County Community College

Date: March 20, 2024 Proposal Due On: April 5, 2024

Return Proposal To: York County Community College

Attn: Douglas Moreira 112 College Drive Wells, ME 04090 207-216-4440

Telephone: 207-216-4440 Email: dmoreira@yccc.edu York County Community College (hereinafter "YCCC") located at 112 College Drive, Wells, Maine 04090 is accepting formal proposals from qualified providers to provide Re-keying materials and services at our Wells, Maine Site.

At YCCC, we're on a mission to re-imagine the educational experience so that it works better for everyone. We're committed to working in a partnership with our communities and in lockstep with students to design the most relevant, flexible, and life-enhancing experience possible. The vision of YCCC is that we aim to be a game-changer for our students and a growth engine for the community. We succeed when our students succeed because they have the life skills necessary to improve their quality of life and contribute to the vitality of our community.

"PIGGYBACK CLAUSE"

The terms and conditions, including pricing, of the final agreement resulting from this RFP process shall be available to any MCCS entity for the procurement of goods and services from the selected vendor(s).

The University of Maine System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off the MCCS's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

College Requirements

YCCC is seeking bids for rekeying materials, services, support, and training including;

- Rekeying all interior and exterior doors at YCCC's Wells, Maine campus; including the main building and the Pratt & Whitney building
- Rekeying all (excluding the new addition) exterior doors at YCCC's Sanford, Maine site
- Completing all required door hardware repairs and replacements
- The request also includes equipment, materials, and a key cutter; along with all necessary training for YCCC to independently complete future keying activity after initial re-keying (specified in above bullet items) is complete
- Bids should also utilize Masterkey or similar system that is fully customized to YCCC's needs
- Key System will need to be a restricted key system providing strong security and control

RFP Timeline

The deadline for submission of proposals in response to this RFP is April 5, 2024 at 4:00pm. Proposals received after this date will not be considered. The bid will be awarded no later than two weeks after the proposal response due date.

After all proposals have been received and evaluated, YCCC may elect to ask qualifying bidders to meet and present a formal proposal.

RFP Clarification

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

Materials to be Submit

- The bid submitter's name, resume, and documentation of the aforementioned required qualifications
- The proposal must include three references.
- Proposed cost. YCCC is tax exempt; no sales tax is to be included in the bid price

RFP Evaluation Criteria

The following general criteria will be utilized in evaluating proposals from interested parties. The College is not limited to these criteria when making a final determination and award. The criteria are:

- Proposed price (40%)
- Completeness and robustness of bid submission (30%)
- Professional / Employer references (30%)

Proposals are to be submitted to the attention of Douglas Moreira at YCCC in a sealed envelope plainly marked or via email to dmoreira@yccc.edu with a subject heading of Rekeying Services for York County Community College. The mailing address is York County Community College, 112 College Drive, Wells, ME 04090. Proposals shall remain firm for ninety (90) days from date of submittal.

York County Community College Douglas Moreira, Director of Finance 112 College Drive Wells, ME 04090 207-216-4440 dmoreira@yccc.edu 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. MCCS 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 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, 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; and
- 9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other offer to do business with MCCS, <u>YOUR ENTITY UNDERSTANDS AND AGREES THAT</u>:

- 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 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 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.