

WASHINGTON COUNTY COMMUNITY COLLEGE
ONE COLLEGE DRIVE, CALAIS, ME
PHONE: (207) 454-1023, FAX (207)454-1026

PROPOSAL

Washington County Community College is soliciting proposals for the inspection, repair, and maintenance of our outdoor recreational equipment. Due to budget constraints, the college reserves the right to refuse any and all proposals. In addition, the college reserves the right to reject any or all bids and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of WCCC.

GENERAL INFORMATION/SUBMISSION REQUIREMENTS

- A. Bid Opening/Identification of Bid Envelope:** A signed original of the bid must be received at Washington County Community College, 1 College Drive, Calais, ME 04619, in a sealed envelope by 1:00 p.m. September 16, 2022. The signed bid should be returned in a sealed envelope or package and clearly identified as follows. **Alternatively, quotes may be emailed to dthompson@wccc.me.edu by 1:00 p.m. September 16, 2022.**

Enclosed: Quotation #WC2306 **Attention:** Desiree Thompson, Business Manager

- B. Site Visit:** A mandatory site visit is scheduled for Thursday, September 8, at starting 2:30 p.m. (we will meet in at the OAC office located in Quoddy Hall (Lower Dorm) in Unit 12). Please confirm your intention to attend to dthompson@wccc.me.edu.
- C. Bid Proposal Amount:** The bid proposal amount shall be the net price per unit, including shipping and handling F.O.B. Destination, Washington County Community College, Calais, Maine. Vendor should indicate the length of time RFQ is valid. Note that WCCC is exempt from the payment of Federal Excise Taxes on articles not for resale and for the Federal Transportation Tax on all shipments. The Contractor and all subcontractors shall quote and shall be reimbursed less these taxes. Upon application, exemption certificates will be furnished when required. The College is exempt from the payment of Maine State Sales and Uses taxes.
- D. Evaluation:** Award will be made to the low Bidder(s) whose products or solutions conform best to the RFP and College requirements, provided that all other requirements are satisfactorily met. During the evaluation process, WCCC reserves the right where it may serve the College's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions.
- E. Obligations:** Vendor is to assure that all contractors meet state, federal, and OSHA guideline and codes, as applicable. As well as the following Bid Notices in Appendix A.
- F. Insurance:** The Contractor is required to provide WCCC a certificate of insurance evidencing coverage of broad comprehensive liability insurance in the minimum amount of Four Hundred Thousand Dollars (\$400,000). Contractor must also provide evidence of workers' compensation insurance for all workers. Proof of all required insurance coverage must be submitted with the proposal response.

- G. Variations/Alternative Specifications:** Specifications given are used to indicate the quality and characteristics of products that will be satisfactory. Bids offering equal or alternative products will be considered for award if such items are clearly identified in the bid and are determined by WCCC to be of equal value in all material respects to the item specified. Unless the vendor clearly indicates in the bid that they are offering an "equal" or "alternative" product, the bid shall be considered as offering the items **as specified**.

PROJECT DESCRIPTION

Washington County Community College located in Calais, Maine is soliciting proposals for the inspection, repair, and maintenance of our outdoor recreational equipment. A list of the current equipment holdings is included in Appendix A of this request.

PROJECT TIMELINE

Release of RFP posted on WCCC Website:	August 26, 2022
Mandatory Site Visit	September 8, 2022, 2:30pm
Proposal Due	September 16, 2022, 1:00 pm

PROPOSAL SPECIFICATIONS

1. The Contractor shall furnish all labor, equipment, tools, parts, materials, and supplies required to repair and maintain equipment.
2. Inspections are expected to occur quarterly. Timeline of inspections will be negotiated upon awarding of contract. Note that the college's academic year runs from September to May, when the most usage of the equipment occurs.
3. Term of the contract will be for one year, starting upon implementation of first inspection. WCCC reserves the right to extend the contract for two one-year periods.
4. Provide a detailed project schedule, identifying all tasks and deliverables, durations for each task, and overall time of completion. Include your plan to deal with fluctuation in service needs and any associated price adjustments. Note that proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities.

BID SUBMISSION SHEET

Bid sheet submitted by: _____

Company Name: _____

Contact Name: _____

Phone Number: _____

Email: _____

Pricing Good for _____ days from submission or to date _____

Proposed Bid amount: _____

Note that proposed bid amount should be all exclusive of associated costs of project (unless detailed separately), including any shipping, handling, travel, equipment parts replacement, overhead, etc.

ADDITIONAL SHEETS MAY BE ADDED FOR A MORE COMPREHENSIVE PRESENTATION.

THANK YOU FOR YOUR ASSISTANCE.

**APPENDIX A
OAC EQUIPMENT LIST**

DESCRIPTION	QUANTITY	DESCRIPTION	QUANTITY
Mountain Bikes	14	Boating(continued)	
Fat Bikes	2	Dry Suit	28
Bike Helmet	14	Wet Suit	17
Biking Gloves	16	Wet Suit Boots	14
Bike Locks	16	Paddling Gloves	14
Fly Rod	14	Paddling Helmet	16
Chest Waders	2		
Disc Golf (set of 3)	2	Winter Equipment	
Disc Golf (ind.) putter, mid-range, driver	51	X-Country NNN Skis	38
Disc Golf Carrier	1	X-Country NNN Ski Boots	54
Ice Skates	98	X-Country Ski Poles	58
Tip Ups	19	Snowshoes	47
Ice Scoop	1	Nalgene Coozie	25
Pack Basket	1	Crampons	13
Polar Ice Picks	1	Ice Axe (Mountaineering)	16
Chisel Jiffy	1	Snow Saw	18
Jet Sled	1	Snow Shovel	9
Ice Auger	1	Winter Mits	9
		Winter Boots	12
Boating		Mountaineering Boots	24
Solo Sea Kayaks	21	Climbing Helmet	20
Tandem Sea Kayaks	10	Pulk Sled w/ Poles	12
White Water Kayak	1	Toboggan	2
Muskie Angler Grey	1	Torpedo Sled	3
Canoes	11	Avalanche Probe	2
Kayak Paddle	30		
Canoe Paddle	47		
Stand Up Paddleboard Paddle	8		
Personal Flotation Devices / Life Jackets	49		
Throw Rope	11		
Tow Rope	9		
Bilge Pump	14		
Float Bags for Tandem Canoe	12		
Paddle Float	15		
Deck Compass	6		
Splash Jacket	16		
Spray Skirt	39		

APPENDIX B
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. 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, 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.