

REQUEST FOR QUOTATION WC2305

October 4, 2022

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

PROPOSAL

Washington County Community College is investigating the cost to have the exterior of its 400 wing painted.

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 3:00 p.m. October 18, 2022. The signed bid should be returned in a sealed envelope or package and clearly identified as follows. **Alternatively, quotes may be emailed to amacdonald@wccc.me.edu by October 18, 2022, 3:00 p.m.**
Enclosed: Quotation #WC2305 **Attention:** Ashley Macdonald, Business Manager
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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**.

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PROJECT DESCRIPTION/ BID SUBMISSION SHEET

Washington County Community College is looking to have the exterior of its 400 wing painted. Paint will be purchased by WCCC. A required site visit is scheduled for October 13, 2022 at 10 a.m.

To be included in the cost of the bid

- Remove and replace all signage on building
- Prep building walls and/or clean if needed
- Paint siding, doors, windows, and trim work
- It will be bidder's responsibility to let WCCC know at site visit if there may be any issues that may need to be taken care before painting can start.

Project to be completed by November 18, 2022.

Total Cost _____

Bid sheet submitted by: _____

Company Name: _____

Contact Name: _____

Phone Number: _____

Email: _____

Thank you for your assistance.

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**APPENDIX A
MCCS MASTER RIDER TO
VENDOR FORM AGREEMENTS
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

Notwithstanding any term, condition, provision or section of any contract, agreement, license, schedule, specification, addendum, rider, exhibit or other document or source purporting to govern the transaction (collectively "contract") between (insert vendor name)_____, for itself and any subsidiaries or affiliates (collectively "Vendor"), and (insert college name)_____ Community College for itself and the Maine Community College System (collectively "MCCS"), Vendor recognizes the governmental status of MCCS and agrees with MCCS to the following priority terms and conditions:

1. MCCS is not obligated to:
 - a. Provide confidentiality in any manner inconsistent with the Maine Freedom of Access Act (FOAA);
 - b. Waive any intellectual property rights; any state or federal statutory or constitutional immunity; or any limitation of liability;
 - c. Provide any defense, hold harmless or indemnity to Vendor; or pay attorney's fees, legal or collection costs, or liquidated damages of any kind;
 - d. Use the Vendor exclusively;
 - e. Procure a type or amount of insurance beyond that which MCCS already maintains; waive any right of subrogation; or add any entity as an additional insured to MCCS policies of insurance;
 - f. Honor any automatic term renewal other than on a month-to-month basis;
 - g. Limit MCCS' recovery of lawful damages incurred as a result of Vendor's breach of the contract;
 - h. Limit the time period under which claims can be made or actions brought arising from the contract;
 - i. Provide precedence to Vendor's terms over MCCS' standard terms and conditions, including addenda; or
 - j. Honor any unilateral modification to the contract by Vendor.
2. The laws of the State of Maine shall govern the performance and interpretation of the contract, without regard to conflicts of laws, and the State of Maine shall be the forum for the resolution of any disputes thereon.
3. Vendor will identify at the time of contract signature which, if any, portion of Vendor's submitted materials are entitled to "trade secret" exemption from disclosure under FOAA. Failure to so identify will authorize MCCS to conclude that no portions are so exempt. Vendor will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under FOAA some or all of Vendor's submitted materials and/or contract, if any, executed between MCCS and Vendor.
4. Vendor and MCCS do not intend to or grant any rights to any third party. Vendor shall not change unilaterally any term or condition of the contract. Any early termination by MCCS shall not result in an MCCS obligation to pay more than a pro-rated amount.