

WASHINGTON COUNTY COMMUNITY COLLEGE
ONE COLLEGE DRIVE
CALAIS, MAINE 04619
PHONE: (207) 454-1000, FAX: (207) 454-1026

I. GENERAL INFORMATION:

Washington County Community College (hereinafter "WCCC") is requesting bids for a **three (3)** year contract for roll off dumpster service as per attached specifications. For ease of reference, each firm responding to this request for proposal is referred to as a "Bidder" and the firm selected to supply materials for WCCC is referred to as the "Contractor."

II. SUBMISSION REQUIREMENTS:

A. Bid Opening: Bids will be opened at WCCC, One College Drive, Calais, Maine 04619

Closing Date/Time: Wednesday, May 15, 2024 at 9:00 a.m..

B. Identification of Bid Envelope: The bid should be submitted on the Product Specification/Bid Submission Form provided. If additional space is required, please attach a separate sheet. The form should be signed and returned in an envelope that is sealed and clearly identified as follows:

Enclosed: Quotation #WC2201-25
Attention: A. Macdonald, Business Manager

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 Three 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.

Bidders are required to provide details and specifications sheets for any product submitted as "equal" or "alternative".

H. 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.

III. Contract Terms

A. General Terms and Conditions:

1. **Contract period:** July 1, 2024 to June 30, 2027.

2. **Assignment:** Neither party of the Contract shall assign the Contract without the written consent of the others, nor shall the Contractor assign any money due or to become due him/her without the previous written consent of WCCC.

3. **Method of Award:** Washington County Community 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. In making an award, intangible factors such as the firm's past performance, integrity, reputation and ability to meet the requirements of the bid specifications are taken into consideration. In the case of tie bids, that bid which has been received first will be awarded the bid. Every effort will be made to award bids within 48 hours of bid opening.

D. **Cancellation of Contract:** WCCC reserves the right to cancel the contract immediately if the contractor does not conform to the terms and conditions of the bid.

E. **WCCC Policies:** All employees, agents or subcontractors of vendor who enter the WCCC campus for any reason relating to this contract shall at all times abide by and adhere to all WCCC policies relating to sexual harassment and discrimination of all types.

BID SUBMISSION FORM

Thank you for taking the time to give a quote for ROLL OFF DUMPSTER SERVICES for WCCC's Calais Campus as specified in our Request for Quotation #WC2201. In order for us to determine who the successful bidder will be, we are asking all bidders who respond to provide a break down their quotes in the format shown below.

SCOPE OF WORK

Contractor will provide all necessary labor, materials and equipment for the completion of month trash collection for a three (3) year period starting July 1, 2024 and ending June 30, 2027.

Quotation to include the following:

- 1) Price per Roll off dumpster to include having a roll off dumpster set on site at all times. So when one is being picked up for dumping another is set in its place prior to removal.
- 2) Price per ton of waste dumped
- 3) Successful bidder must state any limitations on what we can put into dumpster for disposal if any are required.

Fixed price per Roll of Dumpster dump:

1st year price for roll off service	_____
1st year price per ton of trash disposed	_____
2 nd year price for roll off service	_____
2 nd year price per ton of trash disposed	_____
3 rd year price for roll off service	_____
3 rd year price per ton of trash disposed	_____

Date Submitted: _____

Company Name: _____

Address: _____

Contact: _____

Phone: _____ Fax: _____

Terms of Sale: _____

**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.