WASHINGTON COUNTY COMMUNITY COLLEGE
One College Drive
CALAIS, MAINE 04619
amacdonald@wccc.me.edu
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 fire system services as per specifications on pages 9 and 10.

For ease of reference, each firm responding to this request for quotation is referred to as the "Bidder" and the firm selected to provide services for WCCC is referred to as the "Contractor." This request for quotation states the instructions for submitting quotations and the contractual terms by which WCCC intends to govern the relationship between it and the Contractor.

II. SUBMISSION REQUIREMENTS:

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

Closing Date/Time: July 1, 2022, 9:00 a.m.

B. Identification of Bid Envelope: The bid should be submitted on the Bid Submission Form, pages 9 and 10, 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 #WC2203-22
Attention: A. Macdonald, Business Manager

OR Faxed Bids and emailed bids: Faxed and emailed bids will be accepted. Faxed bids must be completely received by the 9:00 a.m. deadline. (**NOTICE:** Our fax machine is consistently busy. Any vendor using this means for sending bids is solely responsible for the complete and timely receipt of all pages. If our fax machine is busy or out of service at the time you are trying to send in your bid and the bid is late, it will not be considered.)

C. Insurance: The Contractor will be required to provide WCCC prior to the start of job, 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. The certificate of insurance must include coverage for property damage and personal injury.

D. References: Bidder must provide three professional references, which pertain to similar installations. References will be checked prior to bid award.

E. Bid Proposal Amount: The bid proposal amount shall be the total cost for the installation including all insurance's, materials, freight cost, disposal and clean-up costs and other incidentals.

III. CONTRACT TERMS:

1. **Cancellation of Contract:** WCCC reserves the right to cancel the contract with a thirty (30) day written notice or to cancel contracts immediately if the contractor does not conform to the terms and conditions of the bid.

2. **Method of Award:** WCCC 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 interests of WCCC. 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 24 hours of bid opening.

3. **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. This information is available upon request.

4. **Additional Contract Terms:** Refer to Sample Rider A and B for additional terms related to the final contract.

SAMPLE RIDER A - FOR CALAIS CAMPUS
SPECIFICATIONS OF WORK TO BE PERFORMED

WITNESSETH that for and in consideration of the agreements set forth and the payments hereinafter stipulated, it is mutually agreed between the parties hereto as follows:

Contractor will provide all necessary labor, materials and equipment for the servicing of the fire alarm systems The college's fire alarm system is both a Simplex and Cerberus Pyrotronics. Since Pyrotronics makes up 90% of our fire alarm system the contractor must be capable and licensed to repair, install, and program this system as well as be able to supply original Pyrotronics devices when making repairs.

Inspection and testing for the following building systems:

St. Croix Hall	Lower Dormitory
Administration Building	Upper Dormitory
Heavy Equipment	

Each system to be tested per NFPA 72 requirements to include:

1. Test all functions and voltages of control equipment.
2. Test alarm, trouble, ground fault, and supervisory functions.
3. Test functionality of each initiating device.
4. Test sensitivity of each smoke detector. This test to be performed using equipment and Methods approved by detector manufacturer or NFPA (Simply administering an unmeasured amount of test gas does not meet NFPA requirements).
5. Test all batteries.
6. Provide written report for all test results.
7. Provide written report of all discovered deficiencies.
8. Provide follow-up service to repair any discovered deficiencies (at owner's request).
9. All devices (100%) must be checked annually. State the number and frequency of Inspections (ex: quarterly). Vendor must provide all necessary staging for accessing devices.

All work shall be coordinated, inspected and approved by:

Richard Ramsey, Plant Maintenance Engineer
(207) 454-1067
Washington County Community College
One College Drive
Calais, Maine 04619

or his designee. Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to his act or neglect.

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.

SAMPLE RIDER B

PAYMENT AND OTHER PROVISIONS

1. **CONTRACT PRICE**: $ _____

2. **INVOICES AND PAYMENTS:** Payment shall be made by MCCS within 30 days after receipt of an approved itemized invoice submitted by the Contractor upon his/her usual billing forms or business letterhead, or by any other manner which is mutually agreeable to the parties.

3. **BENEFITS AND DEDUCTIONS:** The Contractor understands and agrees that he is an Independent Contractor for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to MCCS employees will accrue. The Contractor further understands that annual information returns as required by the Federal Internal Revenue Code or State of Maine Income Tax Law will be filed by MCCS with the Internal Revenue Service and the State of Maine Bureau of Taxation, and that State and Federal Income Tax may be withheld by MCCS from amounts payable to the Contractor at the option of MCCS. Copies of such filings will be furnished by MCCS to the Contractor for his/her income tax records.

4. **INDEPENDENT CAPACITY:** The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of MCCS.

5. **CONTRACT ADMINISTRATOR:** All invoices, progress reports, correspondence, and related submissions from the Contractor shall be directed to:

   Name: Ashley Macdonald
   Title: Business Manager
   Address: Washington County Community College
   One College Drive
   Calais ME 04619-9704

   who is designated as the Contract Administrator on behalf of MCCS for this contract.

6. **DEPARTMENT'S REPRESENTATIVE:** The Contract Administrator shall be MCCS' representative during the period of this agreement. She has authority to stop the work if necessary to insure its proper execution. She shall certify to MCCS when payments under the contract are due and the amounts to be paid. She shall make decisions on all claims of the Contractor, subject to expenditure approval in accordance with MCCS financial and administrative procedures.

7. **CHANGES IN THE WORK:** MCCS may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing and approved by the MCCS Contract Review Committee or campus president in accordance with MCCS financial and administrative procedures before executing the work involved.

8. **PERIOD OF PERFORMANCE:** The Contractor shall use due diligence to complete the work within a reasonable time.

SAMPLE RIDER B

PAYMENT AND OTHER PROVISIONS

9. **SUBCONTRACTS:** Unless provided for in this contract, no contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the consent, guidance, and approval of the Contract Administrator. Any subcontract hereunder entered into subsequent to the execution of the contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and his/her employees assigned for services thereunder. (See Rider A)

10. **SUBLETTING, ASSIGNMENT, OR TRANSFER:** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this agreement or any portion thereof, or of his/her right, title or interest therein, without request to and written consent of the Contract Administrator. No subcontracts or transfer of agreement shall in any case release the Contractor from his/her liability under this agreement.

11. **EQUAL EMPLOYMENT OPPORTUNITY:** During the performance of this contract, the Contractor agrees as follows:

    a. The Contractor will not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age, or physical handicap, unless related to a bona fide occupational qualification. The Contractor will take affirmative action to insure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or termination's, rates of pay or other apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting for the provisions of this nondiscrimination clause.

    b. The Contractor will, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.

    c. The Contractor will send to each labor union or representative of the workers with which he has a collective bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performance of this contract, a notice advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

    d. The Contract will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor or any subcontractor holding a contract directly under the Contractor, shall, to the maximum extent feasible, list all suitable employment openings with the Maine Department of Labor. This provision shall not apply to employment openings which the Contractor, or any subcontractor holding a contract under the Contractor proposes to fill from within its own organization. Listing of such openings, with the Maine Department of Labor shall involve only the normal obligations which attach to such listings.

SAMPLE RIDER B

PAYMENT AND OTHER PROVISIONS

12. **EMPLOYMENT AND PERSONNEL:** The Contractor shall not engage on a full-time, part-time, or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of this agreement in the employ of MCCS, except regularly retired employees, without the written consent of the Contract Administrator. Further, the Contractor shall not engage on this project on a full-time, part-time, or other basis during the period of this agreement any retired employee of MCCS who has not been retired for at least one year, without the written consent of the Contract Administrator.

13. **MCCS EMPLOYEES NOT TO BENEFIT:** No individual employed by MCCS at the time this Contract is executed or any time thereafter shall be admitted to any share or part of the Contractor or to any benefit that may arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. This provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

14. **WARRANTY:** The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee or agent working solely for the Contractor to solicit or secure this agreement, and that is has not paid, or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making consideration, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, MCCS shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

15. **ACCESS TO RECORDS:** The Contractor shall maintain all books, documents, payrolls, papers, accounting records, and other evidence pertaining to cost incurred under this agreement and to make such materials available at all reasonable times during the period of this agreement, and for three years from the date of the expiration of this agreement, for inspection by MCCS or any authorized representative of MCCS and copies thereof shall be furnished to MCCS, if requested.

16. **TERMINATION:** The performance of work under the contract may be terminated by MCCS in whole, or, from time to time, in part whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of MCCS. Any such termination shall be effected by mailing to the Contractor a Notice of Termination specifying the extent to which performance of the work under the contract is terminated and the date on which such termination becomes effective. The contract shall be equitably adjusted to compensate Contractor for any unmitigatable costs of work in progress at the time of such termination. In any event, this contract shall terminate on «».

17. **GOVERNMENTAL REQUIREMENTS:** The Contractor warrants and represents that he and his/her subcontractors and persons under his/her direction and control will comply with all governmental ordinances, laws, and regulations in connection with the work performed under this contract.

18. **INTERPRETATION AND PERFORMANCE:** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

SAMPLE RIDER B

PAYMENT AND OTHER PROVISIONS

19. **OWNERSHIP:** All notebooks, plans, working papers, or other work produced in the performance of this contract are the property of MCCS and upon request shall be turned over to MCCS.

20. **MCCS HELD HARMLESS:** The Contractor agrees to indemnify, defend, and hold harmless MCCS, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor in the performance of this Contract and against any liability, including costs and expenses for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition pursuant to this contract of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.

21. **APPROVAL:** This contract is subject to the approval of the Chairman of the MCCS Contract Review Committee, before it can be considered as a valid, executed document.

22. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein.

PROJECT SPECIFICATIONS/BID SUBMISSION FORM

WCCC is requesting quotes for the following services for a three (3) year period starting July 1, 2022 and running through July 1, 2025

Inspection and testing for the following building systems:

St. Croix Hall	Lower Dormitory
Administration Building	Upper Dormitory
Heavy Equipment	

The college's fire alarm system is both a Simplex and Cerberus Pyrotronics. Since Pyrotronics makes up 90% of our fire alarm system the contractor must be capable and licensed to repair, install, and program this system as well as be able to supply original Pyrotronics devices when making repairs.

Each system to be tested per NFPA 72 requirements to include:

1. Test all functions and voltages of control equipment.
2. Test alarm, trouble, ground fault, and supervisory functions.
3. Test functionality of each initiating device.
4. Test sensitivity of each smoke detector. This test to be performed using equipment and methods approved by detector manufacturer or NFPA (Simply administering an unmeasured amount of test gas does not meet NFPA requirements).
5. Test all batteries.
6. Provide written report for all test results.
7. Provide written report of all discovered deficiencies.
8. Provide follow-up service to repair any discovered deficiencies (at owner's request).
9. All devices (100%) must be checked annually. State the number and frequency of inspections (ex: quarterly). Vendor must provide all necessary staging for accessing devices.

Bid amount for Fiscal Year 2023 $_____
Bid amount for Fiscal Year 2024 $_____
Bid amount for Fiscal Year 2025 $_____

PROJECT SPECIFICATIONS/BID SUBMISSION FORM

Additional Services Required

We also require the following services, please provide quote of cost of these services, parts, and materials(ex: hourly, costs plus, etc.)

Emergency Service Calls: Provide minimum response time. _____

_____

_____

Off-site or telephone support for troubleshooting purposes on an as needed basis. _____

_____

_____

On-site service to conduct repairs or renovations as needed to maintain system
Functioning according to NFPA requirements. _____

_____

_____

Date: _____

Bid Submitted by: _____

Address: _____

Contact: _____

Phone: _____ Fax: _____

Terms of Sale: _____