REQUEST FOR QUOTATION WC2110 **6/30/2020**

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 for pest control services for the next three years. 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.

Project Description/ Bid Submission Sheet:

Monthly Pest control service, includes inspections, removal and monitoring of all buildings on Campus. Service must also provide written log documentation as well as electronic excess to all data related to service being provided.

Please contact Ashley Macdonald at (207) 454-1023, for additional information

Total Cost FY18 (July 1, 2020-June 30, 2021) _____

Total Cost FY19 (July 1, 2021-June 30, 2022) _____

Total Cost FY20 (July 1, 2022-June 30, 2023) _____

Bid sheet submitted by _____

Company Name _____

Contact Name _____

Phone Number _____

Email: _____

Project must be completed by: Monthly

Send response to the attention of A. Macdonald, no later than Friday, July 17, 2020 at 9:00 a.m.

Thank you for your assistance.

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SUBMISSION REQUIREMENTS:

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

Closing Date/Time: Friday, July 17, 2020 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 #WC2110
Attention: A. Macdonald, Business Manager

C. **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.

D. 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".

E. 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.

F. 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:

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.