

WASHINGTON COUNTY COMMUNITY COLLEGE
ONE COLLEGE DRIVE
CALAIS, MAINE 04619
PHONE: (207) 454-1023, FAX: (207) 454-1026

I. GENERAL INFORMATION:

WASHINGTON COUNTY COMMUNITY COLLEGE (hereinafter "WCCC") requests proposals to furnish all necessary labor, materials and equipment for the completion of plowing, sanding and snow and ice removal of parking lots, roadways, and driveways for our Calais campuses. Refer to sample Rider A for scope of work and price provisions.

II. SUBMISSION REQUIREMENTS:

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

Closing Date/Time: Friday, July 17, 2020, 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 #WC2111
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:

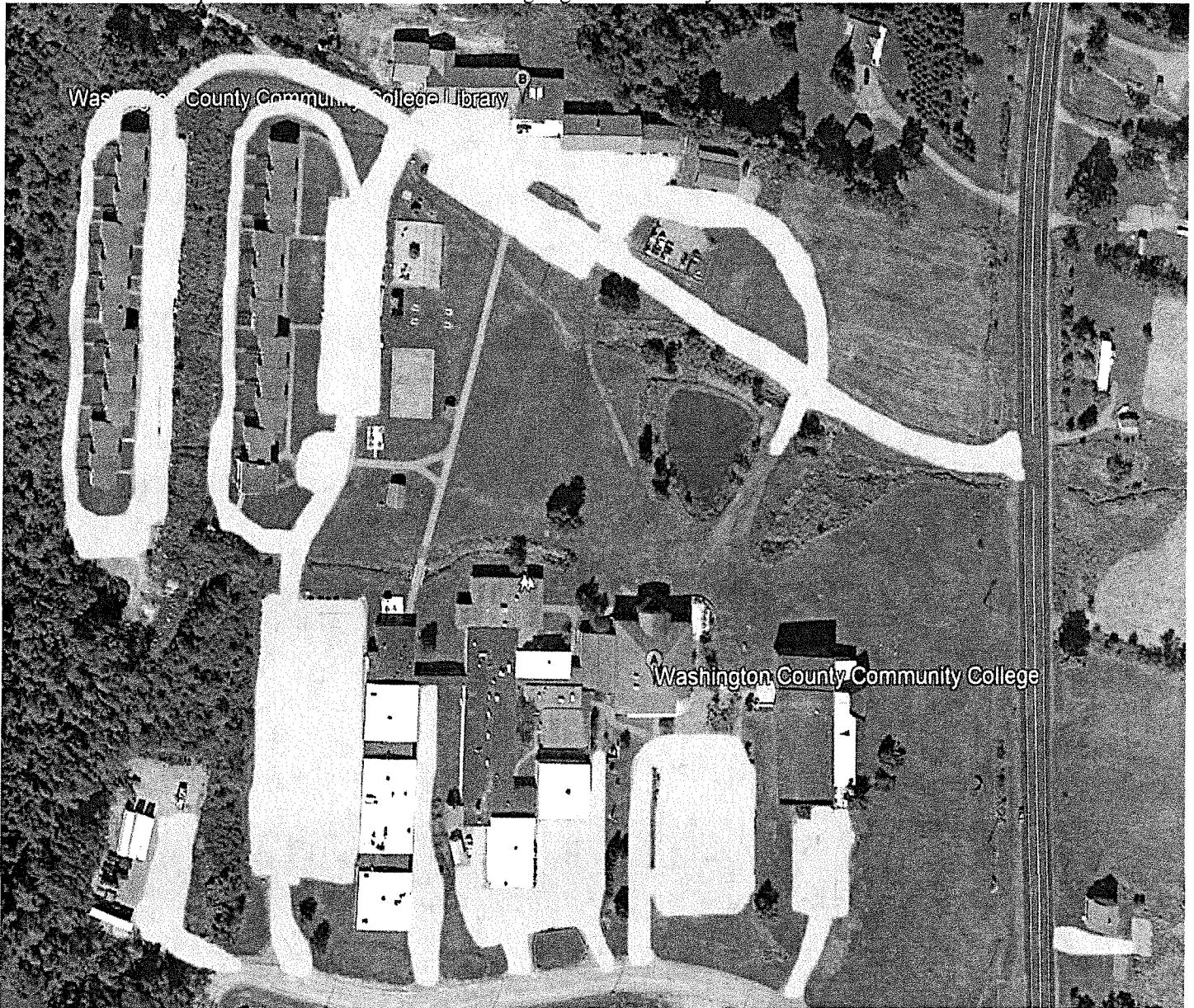
1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above 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.

**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 completion of plowing, sanding and/or salting, snow, and ice removal of our lots and roadways for our Calais campus located at One College Drive, Calais, Maine for the winter season from July 1, 2020 through June 30, 2023.

Areas to be plowed and sanded are all areas highlighted below in yellow.



**REQUEST FOR QUOTATION
QUOTATION # WC2111**

June 30, 2020

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.

Contractor shall carry worker's compensation and liability insurance protecting the Maine Community College System, WCCC, and the Contractor from all claims because of bodily injury, death, property damage, or other injury or damage arising out of the work performed under this agreement whether such work is performed by the Contractor, a supplier, subcontractor or anyone directly or indirectly employed by any of them. Such liability insurance shall be in an amount not less than \$400,000.00 for any individual claim or all claims arising out of a single occurrence. A copy of such policies or a Certificate from the insurer, verifying coverage, shall be furnished WCCC before the commencement of work. In the event of a cancellation of any insurance coverage required herein, the contractor shall notify WCCC forthwith of such cancellation.

The entrances to lots and major crossroads of the parking lots must be maintained 24/7 because of residential students and for the health & safety requirements of the environment. Plowing and/or sanding will commence when there is one inch (1") accumulation of snow on the ground and/or road conditions become slippery. In the event of icing conditions, sanding surface is expected prior to and during the event. Lots must be cleared two hours prior to opening of the college which is usually 8:00am.

The area around overhead doors must be cleared without pushing the snow or ice against the building.

Care must be taken to keep catch basins, culverts, and other drainage areas free from accumulation of snow and ice so that runoff can occur properly.

Any damage to lawns or grass areas must be repaired no later than April 30 of each year. Other damage to buildings, signs, poles, or other college property shall be repaired promptly. Contractor shall be responsible for the security of all materials and equipment left on site overnight.

The contractor is responsible for providing all necessary equipment to handle the worst storm that may occur. Access to a front-end loader may be necessary for this as well as for pushing back accumulations of snow in the event of a heavy snow year.

The contractor will provide sand and salt as required and will use it when the contractor judges it to be necessary and/or when directed to do so by the head of WCCC's Maintenance Department or his designee.

This contract is for a term of three winter seasons beginning with fiscal year July 1, 2020, through June 30, 2023. The contract will be reviewed annually as agreed by both the parties thereafter.

BID SUBMISSION FORM, PAGE 1/2

Dear Bidders:

Thank you for taking the time to give a quote for plowing, sanding, and snow and ice removal as specified in our Request for Quotation #WC2111. In order for us to determine who the successful bidder will be, we are asking all bidders who respond to provide a break down of their quotes in the format shown below.

Total Fixed Price for entire
Season FY' 21 _____

Total Fixed Price for entire
Season FY'22 _____

Total Fixed Price for entire
Season FY'23 _____

In addition to the prices quotes listed above, WCCC requests that each bidder provide a breakdown of equipment to be used.

Type of Equipment/Material to be used:

Your salt to sand ratio must be a minimum of 1 part salt to 3 parts sand

This response should be returned along with the request for quotation no later than July 17, 2020, 9:00 a.m. If I can be of further assistance, please do not hesitate to contact me.

Thank you,

Ashley Macdonald

Date Submitted: _____

Company Name: _____

Address: _____

Contact: _____ Phone: _____

Email: _____