

**NORTHERN MAINE COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
Beverage Contract 2022**

Northern Maine Community College is currently accepting proposals for exclusive beverage contract in our college store. Currently, the college store sells approximately 1,000-1,100 cases of soft drinks and related beverages annually. NMCC is continuously seeking to enhance the student experience; operational and financial support to accommodate students will be considered in the evaluation of proposals.

Please provide pricing for beverages and other products you propose to supply in our college store. In its evaluation, NMCC will review the variety of products offered. Vendors shall detail refrigerated equipment that will be included as part of the contract. Equipment suggestions should be based on space and layout in the college store. Proposals shall detail a conversion description and timeline. Please specify other considerations that the college should consider in evaluating your proposal.

Please provide proposals for three years (3) and five years (5), beginning August 15, 2022. The contract will be awarded for a 3-year term with possibility of extending for two one-year terms. Please specify other considerations that the college should consider in evaluating your proposals. The College reserves the right to negotiate with that vendor whose proposal is deemed to best meet the College's needs.

All proposals shall be prepared in a clear and concise manner. Unnecessarily elaborate or glossy proposals are neither expected nor desired. The emphasis of the proposal should be on responding to the requirements set forth in this RFP. Proposals will be reviewed and a selection will be made using the following criteria:

Factor	Weight
Beverage costs	45%
Incentives/financial support	45%
Proposal Quality, Detail and Organization	10%

If you have any questions concerning the bid, please contact Mike Williams by email at nmiwilli@nmcc.edu or by phone at 768-2712. Proposals must be received by 2:00 PM on August 12, 2022 to:

Proposals can be faxed to 768-2831, emailed to nmiwilli@nmcc.edu or delivered/mailed to:

Northern Maine Community College
Attn: Mike Williams
33 Edgemont Drive
Presque Isle, ME 04769

This RFP shall be referenced in, and considered part of, any final contract.
The college reserves the right to reject any or all bids.
Please see attached Notice to Bidders.

**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.