

**Northern Maine Community College
Building Construction Technology
Outdoor Structure for Sale - 2022
Request for Bids**

Northern Maine Community College has a 12'X16" outdoor entertainment structure for sale by bid. The construction of the structure was part of the Building Construction Technology Program. A detailed specification sheet, bid form and pictures can be found on our website at www.nmcc.edu/RFP

Interested parties are invited to view the outdoor entertainment structure at Northern Maine Community College's Building Construction Lab. Please contact Matt Cole, instructor at 768-2781 or nmcole@nmcc.edu, or contact Pam Buck, Department Chair at 768-2763, or pbuck@nmcc.edu to arrange a time to view the building.

Bid Deadline: May 20, 2021 at 2pm

Successful bidder must provide a 50% deposit within one week from notice of award and is responsible for all transportation of the structure. Final payment shall be made prior to removing the structure from campus. The structure must be removed from NMCC property within 30 days of bid award. Failure to do so may result in forfeiture of deposit and award.

The total cost of materials for the outdoor entertainment structure is approximately \$3,700 - please bid accordingly.

Interested bidders must submit their bids on the attached bid form in a sealed envelope. Bids can be delivered or mailed to:

Northern Maine Community College
Julie Edgecomb-Clark – Structure Bid
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.

**NORTHERN MAINE COMMUNITY COLLEGE
BUILDING CONSTRUCTION TECHNOLOGY
OUTDOOR STRUCTURE 2022 –MATERIAL AND DIMENSIONS**

2"x8" pressure treated floor framing
5"x4" pressure treated decking
6"x6" cedar posts and beams framing
2"x6" hip roof framing
Asphalt roofing
Cedar cupola with windows on four sides
Approximate cost of materials: \$3,700

**Bid Form
Structure for Sale - 2022
Northern Maine Community College**

To: Northern Maine Community College – Purchasing
33 Edgemont Drive
Presque Isle, ME 04769

Name: _____

Address: _____

Contact #: _____

Having carefully examined:
Outdoor Structure for Sale – 2022 Request for Bids including its attachments and any
related correspondence

The undersigned bids:

\$ _____

Signed by: _____

Bid Close: May 20, 2022 at 2pm