

**Northern Maine Community College
Diesel Hydraulics Equipment
Request for Proposals**

Northern Maine Community College is seeking proposals for the following equipment for the Diesel Hydraulics Program.

1. Used Freightliner Tractor
2. Used Peterbilt Tractor
3. New Milton Cat Excavator

All units must be in operable condition with current inspections.

Proposals must include photos of the interior and exterior of the equipment.

Delivery to Northern Maine Community College in Presque Isle, Maine is required. Proposals must detail any additional fees for delivery.

The College will not be purchasing additional warranty; any warranty offered must be included in the overall cost. NMCC is a tax-exempt organization, documentation will be provided to the selected dealer.

Criteria for bid selection:

Factor	Weight
Equipment Price (Including delivery fee)	25%
Overall Condition	25%
Availability & Delivery Schedule	25%
Unit Specifications and Description	25%

Dealers are invited to submit proposals on multiple pieces of equipment that meet the College's specifications.

Proposals must be received by Friday, November 1, 2024 at 4pm.

The project is funded 100% by a \$410,000 grant from the Department of Education.

If you have any questions concerning this bid please direct them to Heather Drost at 768-2714. Bids can be faxed to 207-768-2831 or e-mailed to hdrost@maincc.edu.

The college reserves the right to reject any or all bids.
This RFP shall be referenced in, and considered part of, any final contract.
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, 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;
and
9. Automatic renewals for term(s) greater than month-to-month.

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 font 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.