

**NORTHERN MAINE COMMUNITY COLLEGE
REQUEST FOR PROPOSAL
Trades Classrooms Technology Upgrade
Fall 2020**

Northern Maine Community College is currently seeking proposals for technology and related items for our campus.

Proposals must detail a price per unit, extended price, lead time for each item, and a grand total. Substitutions of equivalents will not be accepted. The list of items, part numbers and quantities needed is detailed below. Incomplete proposals will be considered. **Purchase may not include all items – please quote accordingly.**

Item	Qty	Part Numbers	Desc
1	7		Adonit Dash 3 - Capacitive Stylus Fine Point
2	7	1430	Elmo - MX-P2
3	7	4DP06UT#ABA	HP Elitedesk 800 G4
4	3	75UM6970PUB	LG 75" Class 4K UHD 2160p LED Smart TV With HDR
5	5	86UT640S0UA	LG 86" Ultra-High Definition 3840x2160 LED TV
6	7	PCT2785	Planar Helium PCT2785 27" Widescreen Multi-Touch Monitor

Proposals will be reviewed and one vendor will be selected using the following criteria:

Factor	Weight
Total proposed price	60%
Ability to quote all items	10%
Lead time	25%
Proposal Quality, Detail and Organization	5%

The proposal deadline in response to this RFP is 2:00 pm, October 2 , 2020.

If you have any questions concerning this bid, please direct them to Julie Edgecomb-Clark by email at jeclark@nmcc.edu. Bids must be e-mailed to jeclark@nmcc.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, 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.