Northern Maine Community College Trash Removal 2024 Request for Proposals

Northern Maine Community College is currently seeking proposals for the pickup and removal of refuse.

Agreement will be for a three-year term beginning November 1, 2024, with the possibly of two 1 year extensions for a total of 5 years maximum. Contract may be terminated by either party with a thirty day written notice.

The bid will consist of the containers detailed below for a nine-month period:

Location	Size	Frequency/week	Waste
Penobscot Hall	2 yard	2	trash
Aroostook Hall	2 yard	2	trash
Maintenance Building	2 yard	2	trash
Maintenance Building	2 yard	1	ashes
Snow Hall	2 yard	2	trash
Autobody Shop	2 yard	2	trash
Diesel Shop	2 yard	2	trash
Welding Shop	2 yard	2	trash
Electrical Lab	2 yard	2	trash
Mailman Trades Building	2 yard	6	trash
Carpentry Shop	4 yard	2	trash
Mailman Trades Building	10 yard	2	cardboard
Recyclables	Shed	2	recyclables

June, July and August The College reduces to:

- 7 trash containers 6 containers are emptied twice per week, and 1 container is checked daily
- 1 cardboard container emptied twice per week
- 1 recycling shed emptied twice per week

Please submit tonnage rates, price on a per month basis per dumpster and an annual total. **Proposals shall also include detail of recycling containers, removal, and fees, including cardboard.** Vendors must submit proof of liability insurance with proposals.

Bids are due back to the college no later than October 18, 2024 at 2:00pm.

Proposals will be reviewed and one vendor will be selected based on an evaluation of total cost, and compatibility with College operations.

Bids can be emailed to jedgecomb@mainecc.edu or delivered to:

Northern Maine Community College Attn: Julie Edgecomb 33 Edgemont Dr 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.