

Eastern Maine Community College

REQUESTS FOR BIDS **for** **Hunter Alignment Machine with ADAS Capability**

Eastern Maine Community College is requesting competitive bids for one Hunter Alignment Machine with ADAS Capabilities to be used in our Automotive program. This activity is being funded through the 2025 Department of Education Perkins Grant Funding.

Items to be procured must meet the below specifications:

Model WA684-CM Hunter Alignment Machine

BID INFORMATION

- A. The RFP due date is January 31, 2025.
- B. Proposals are to be submitted to the attention of Cynthia Kasprzak in a sealed envelope plainly marked Hunter Alignment Machine with ADAS Capability or via email with a subject line of Hunter Alignment Machine with ADAS Capability. The mailing address is 354 Hogan Road, Bangor, ME 04401. Hand delivered proposals are to be delivered to “Maine Hall” (Business Office) at 354 Hogan Road, Bangor, ME 04401. Electronic submissions are to be sent to ckasprzak@maineccc.edu. Proposals shall remain firm for thirty (30) days from date of submittal.
- C. Questions should be directed to Christopher Davis by e-mail at Cdavis@maineccc.edu. Please allow sufficient time for questions to be answered prior to the RFP due date.
- D. The proposals will be evaluated, and selection made, based on ability to provide the requested products quickly, fees charged, and other criteria as deemed appropriate by EMCC. **EMCC reserves the right to reject any or all proposals, to waive any formality in any proposal, and generally take such actions as shall be in their best interest(s).**

BID REQUIREMENTS

The following must accompany your proposal:

- 1.) The estimated date of delivery;
- 2.) A schedule of fees and total cost for each item.

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ADDITIONAL REQUIREMENTS

- A. This RFP shall be referenced in, and considered part of, any final contract.
- A. The following MCCS Standard Terms and Conditions apply to all contracts with EMCC.
- B. Any MCCS entity shall have the option to purchase goods and services from selected Vendor under the same terms and conditions set forth in this Agreement.

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 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 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;

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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 MCCC 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 MCCC to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCC in any and all legal actions that seek to compel MCCC to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCC and your entity.