



YORK COUNTY COMMUNITY COLLEGE

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112 College Drive

Wells, ME 04090

REQUESTS FOR PROPOSALS

For

York County Hawk Mascot Costume

YORK COUNTY COMMUNITY COLLEGE (YCCC): Our purpose is to inspire and empower our students and communities to thrive. YCCC is on a mission to re-imagine the educational experience so that it works better for everyone. We aim to be a game-changer for our students and a growth engine for our community. We succeed when our students succeed because they have the life skills necessary to improve their quality of life and contribute to the vitality of our community.

York County Community College is requesting written proposals for a vendor to design and create a York County Hawk Mascot Costume.

PROJECT INFORMATION

- A. The RFP due date is **4:00 PM, Thursday, June 30 2022**.
- B. Proposals are to be submitted to the attention of Stacy Chilicki at YCCC in a sealed envelope plainly marked **RFP for Mascot Costume** or via email to schilicki@yccc.edu with a subject heading of **RFP for Mascot Costume**. Proposals shall remain firm for ninety (90) days from date of submittal.
- C. Questions should be directed to Stacy Chilicki by e-mail at schilicki@yccc.edu. Please allow sufficient time for questions to be answered prior to the RFP due date. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP. The College will not be bound by oral responses to inquiries or written responses other than addenda.
- D. By submitting a proposal, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.
- E. The bidder shall be responsible for all costs associated with this proposal up to and including any contract that may result from this proposal.
- F. The proposals will be evaluated, and selection made, on the basis of cost to the College, turnaround time, quality, experience, references, best value to the College and other criteria as deemed appropriate by YCCC. **YCCC 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).**

ALL BIDS NEED TO INCLUDE ASSOCIATED COSTS WITH AGREEMENT AS WELL AS ANY OBLIGATIONS BY YORK COUNTY COMMUNITY COLLEGE.

Items: York County Hawk Mascot Costume

SCOPE INFORMATION

The vendor is to provide all costs for design, labor, all materials, equipment, tools, inspections, and all travel expenses associated with this project, to bring the project to completion for the College. Extensions of an additional two (2) - one (1) year renewal periods, after the initial 3 years, for the costume cleaning, maintenance and repair if needed.

REQUIREMENTS

Bidders shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the College. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. Responses to each requirement below should be in order and clearly marked.

A. The following must accompany your proposal:

1. Business Profile:
 - a. A statement of qualifications including a detailed history and description of your company and any published reports about your company;
2. Pricing Breakdown
 - a. Design
 - b. Production
 - c. Cleaning
 - d. Maintenance and Repairs
3. References:
 - a. A list of three references is required to be submitted with your proposal. These references should be colleges and/or universities or athletic teams if possible.

ADDITIONAL REQUIREMENTS

- A. The cost and compensation for **all** services and items shall be clearly indicated.
- B. Description of all proposed services and time requirements shall be clearly described in the proposal.
- C. It is the vendor's responsibility to confirm they have sufficient information required for the proposal. Any additional information required is to be brought to YCCC's attention.
- D. This RFP shall be referenced in, and considered part of, any final contract.

- E. All applicable costs are to be built into the RFP. No separate costs for items not included in the RFP will be accepted unless agreed to by YCCC in advance.
- F. YCCC is exempt from sales, property and excise taxes. Such taxes shall not be included in quoted prices. If any taxes are known by the Vendor to apply they shall be considered an expense of the Vendor and deemed a part of the quoted prices.
- G. The following MCCS Standard Terms and Conditions apply to all contracts with YCCC.

**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 M CCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between M CCS and your entity.
5. Any M CCS entity shall have the option to purchase goods and services from [Vendor] under the same terms and conditions set forth in this Agreement.