

Northern Maine Community College
Custodial and Cleaning Services
Request for Proposal

Northern Maine Community College seeking proposals from qualified individuals and/or organizations to provide contracted custodial/cleaning services.

In responding to this RFP the vendor signifies to be fully informed as the extent and character of the materials, equipment and services required and the terms and conditions specified herein. The vendor represents that the materials, equipment and services can be provided satisfactorily and in complete compliance with the specifications.

Sealed bids, in triplicate, shall be submitted by mail or hand delivery to the following address:

Northern Maine Community College
Julie Clark – Custodial & Cleaning Services
33 Edgemont Drive
Presque Isle, ME 04769

Bids are due back to the college no later than November 23, 2016 at 2pm. Proposals received after the deadline will be returned to the vendor unopened.

Each vendor who intends to submit a proposal in response to this RFP shall submit an “Intent to Respond” via e-mail to Julie Clark at jaclark@nmcc.edu on or before November 14, 2016 at 10am. The Intent to Respond shall include the vendor name, the name of a contact person and that person’s e-mail address.

Questions concerning this RFP must be sent via email to jaclark@nmcc.edu. The subject of the e-mail should clearly state “Question RE: Custodial and Cleaning Services RFP”. All questions and responses will be posted on the College website at <http://www.nmcc.edu/about-nmcc/news-info/rfps/>. It is the College’s intent to respond to all questions within 1 business day. It will be the vendors’ responsibility to check this site for updates. Deadline for questions is November 21, 2016 at 12pm.

A meeting and pre-bid walk-through will be held on November 16, 2016 at 10am, commencing at Northern Maine Community College Edmunds Conference Center, located at 33 Edgemont Drive, Presque Isle, Maine. Participation at this meeting is required to be given consideration in the selection process. Vendors shall come prepared to fully assess cleaning requirements, including square footage of each floor type. A campus map and building information have been included in this RFP.

This RFP is to assist the College in the selection of a qualified individual or organization (vendor) to provide services as described herein.

Proposals will be reviewed and a preliminary selection will be made. The up to **two vendors** will be selected for presentation using the following criteria:

Selection Committee Criteria

Factor	Weight
Total Cost for December 1, 2016 – May 31, 2017; July 1 2017 – June 30, 2018; July 1 2018 – June 30, 2019	30%
Pertinence and Quality of References	20%
Compatibility with College standards and practices	40%
Proposal Quality, Detail and Organization	10%

A secondary review may be performed and a single vendor will be selected using the following criteria:

Factor	Weight
Preliminary review score	40%
Compatibility based on Interview	50%
Presentation quality	10%

The College reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that vendor whose proposal is deemed to best meet the College's specifications and needs.

I. PROPOSAL TERMS

- A. The price quotations stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the College to the mutually agreed-to-date of the contract.
- B. The College reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the College to be in the best interests of the College even though not the lowest bid.
- C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
- D. Proposals should be prepared simply and economically providing a straight-forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

II. CONTRACTOR'S INFORMATION

The proposal shall include all of the following information (failure to include all the information could result in disqualification):

- A. Vendor's Qualifications -number of years in business
- B. List four (4) references the vendor has provided similar services. Include: Company name, contact name and phone number.
- C. Vendor address, telephone number, and email address

III. STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected contractor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. (Please see attached sample contract).

The term of the contract for the first fiscal year will be December 1, 2016 through May 31, 2017.

The College will not be liable for any costs associated with the preparation, transmittal, or presentation of any materials submitted in response to this RFP.

Either party may terminate the contract by giving thirty (30) days written notice to the other party.

It is intended that this RFP will form the basis of any contract entered into by the College. The College's standard contract will be used for this project (included).

The contract for services shall be for an initial period of six (6) months. Subject to satisfactory performance, mutually acceptable contract price, and continued agreement with the Maine State Employees Association to bid out this work, an additional 2 periods of 1 year each may be selected. Satisfactory performance shall be determined at the sole discretion of the College. The College may, at its discretion, renew the contract for up to two additional one-year terms, for a maximum total of five years.

IV. BID FORMS and REQUIREMENTS

Submittals in response to this RFP are to be arranged in the order specified below:

- A. Bid Form (included herewith this RFP)
- B. Cost for December 1, 2016 – May 30, 2017, July 1 2017 – June 30, 2018 & July 1 2018 – June 30, 2019
- C. Description of quality control
- D. Description of substitute employee practices and availability
- E. Description of management and supervisory procedures and practices
- F. Description of safety training procedures
- G. Proposed work schedule/staffing need that will satisfy the requirements of this RFP
- H. Include cost for additional hours/extra services required beyond the scope of this proposal.
List examples.
- I. References

V. CLEANING SPECIFICATIONS

Vendor is to provide all cleaning chemicals, equipment and supplies necessary to perform all of the cleaning and custodial services required. All SDS sheets for all chemicals must be provided to the College before their use. The College reserves the right to have the vendor switch cleaning products if problems arise from their use. Supplies for operation of the building, such as toilet tissue, hand towels, hand soap, and light bulbs will be supplied by the College.

Locations:

Mailman Trades Building

Christie Complex - Lobby, Academic Success Center, and Development Office

Edmunds Conference Center - Information Technology, Nursing & Allied Health, Library, and Conference Room
Autobody Building

The listing below is an example of a typical work schedule. Due to the special requests and needs of each building the daily work schedule will vary from day to day. The vendor selected must shall provide workers that possess good communication skills, an understanding of a higher education environment, skill to perform some maintenance and the ability to prioritize work schedules. **All work shall be maintained throughout the day, until 4pm.**

Daily Services:

- Ice and snow removal as needed (must be completed before 7:00am each day the college is open, and maintained until 4:00pm)
- Perform daily building maintenance, (change lights, etc.)
- Set-up for daytime events and evening activities
- Schedule projects (waxing floors, rug cleaning, etc) to be completed on non-school days with the Dean of Technology and Facilities approval
- Trash removal
- Clean water fountains
- Mop hallways or lobbies as needed
- Clean all glass
- Vacuum rugs and runners; clean up spots on rugs
- Mop classrooms, clean desks, white boards, and empty pencil sharpeners
- Clean and disinfect toilets, urinals, lavatories, mirrors, toilet stalls, and door handles in all bathrooms and locker rooms. Sweep and mop floors and fill all paper and soap dispensers.
- Spot clean walls and doors
- Other duties as assigned
- Provide coverage/backup to all custodial areas, as needed, under the supervision of NMCC staff

Weekly

- Dust wood work and interior glass in hallways
- Exterior Glass
- Clean light fixtures and shades
- Other duties as assigned

Monthly

- Shampoo runners and rugs as needed
- Floors buffed
- Dust lights
- Wash windows (interior and exterior)
- Clean all furniture
- Wash all walls
- Clean carpets and runners/apply carpet protector
- Strip and wax floors

- Perform other duties as assigned
- Mop all hard surface areas complete
- Clean all windows
- Dust all ledges, sills and furnishings
- Clean student desks
- Clean all door vents and ceiling exhaust grills

VI. STAFFING

- A. All workers assigned to the College will demonstrate, to the satisfaction of the Dean of Facilities and Technology, an attitude of service to students, staff, faculty, parents and guests. Workers will contribute to the overall success of the educational mission of the College and contribute thoughtful suggestions for improvement. Workers will strive for continuous improvement. Further, workers will cooperate with all staff to set a tone of a welcoming and accepting atmosphere for students, faculty, staff, parents and guests.
- B. The selected Vendor will provide qualified staff necessary to perform custodial and cleaning duties specified. Staff turnover shall be minimal. Excess turnover, in the sole judgment of the College shall be grounds for non-renewal of the contract.
- C. Determination of the appropriate levels and schedules of staff are the responsibility of
- D. Vendor is responsible for all recruitment, selection and hiring of employees.
- E. The College reserves the right to require the Vendor to install time clocks, at Vendor expense, and to provide the College with copies of time records.
- F. The Vendor may not bill the College for extra or overtime work unless approved in advance by the College.
- G. The Vendor will be responsible for providing substitute replacement workers for any worker who is absent. The Vendor will replace workers with trained and qualified substitutes with coverage of the entire shift.
- H. Vendor shall provide adequate management supervision of all contracted workers. Management supervision shall include periodic visits to the College for the purpose of evaluating employees, addressing problems and concerns, if any, on-going worker training, and seeking ways to improve services. Additionally, the supervisor shall visit the Dean of Facilities and Technology not less than once per month. In the event additional supervision is required, at the discretion of the College, it shall be provided, as needed, at no additional cost. Include a description of management and supervision practices with the proposal.
- I. The Vendor will be responsible for providing all required safety training, including training required under Maine and OSHA Employee Right to Know regulations, the OSHA Blood borne Pathogens Standard, and OSHA Asbestos Awareness training as well as any other applicable current or future safety regulation. The College will provide floor plans designating locations where encapsulated asbestos can be found in each of its buildings, as required by law. Training of personnel and providing safety equipment (gloves, safety glasses, etc.) is the responsibility of the Vendor. (The College will cooperate with Vendors to include contracted workers in any training and in-service programs conducted by the College. This does not however, relieve the Vendor's responsibility to assure contracted workers receive all necessary training.) Include a description of safety training and retraining program with the proposal.
- J. The Vendor is responsible for all contracted worker training, including, but not limited to, understanding of Maine Community College System and Northern Maine Community College policies, procedures, and practices, proper cleaning techniques, appropriate public interactions,

and appropriate training to perform other assigned duties. Include a description of the training program for workers with the proposal.

- K. Vendor's must ensure that worker's wear attire deemed appropriate by the College. The College reserves the right to require the vendor to provide College approved uniforms to all workers, at vendor expense.
- L. The College has a no smoking or illegal drug, drug paraphernalia or drug look alike policy at all of its facilities, including parking lots, and all other college property. The selected Vendor shall inform all potential workers of this policy and shall assign only those workers who agree to abide by the policy.
- M. Vendor shall perform the following and shall maintain records that may be viewed by the College at College's discretion.
 - 1) Criminal background check from the Maine Department of Justice Crime Information Bureau, or other appropriate agency if the potential worker is from out of state.
 - 2) Evidence the worker has taken a drug screening test from a reputable independent test lab approved in advance by the College and has received a negative reading for all illegal drugs and for any legal drug that could impair his/her ability to perform assigned tasks.
 - 3) Evidence the worker graduated from high school or has a general equivalency diploma (GED).
 - 4) Evidence the worker can read English and understand written English directions.
 - 5) Evidence the worker can write in a clear and concise manner.
 - 6) Evidence the worker has received all training required under federal and state law.
- N. All contracted workers work in College facilities at the discretion of the College. The College can require replacement of any worker for any reason not prohibited by law. Vendors are responsible for replacement workers. Vendors are responsible for any costs associated with employment changes as a result of this provision.

VII. INSURANCE REQUIREMENTS

A signed insurance certificate shall be submitted annually for College approval at least thirty (30) days prior to the commencement of custodial services. Policies issued in connection with the Contract shall contain a provision that they may not be canceled, nor renewed, or materially changed until at least sixty (60) days prior written notice is given to the College.

Insurance policies shall be purchased and maintained in companies approved to do business in the State of Maine. Insurance companies must be rated no less than B+ by A.M. Best. The Contractor shall maintain insurance coverage in the following amounts:

Commercial General Liability	Minimum Limits
Each Occurrence	\$400,000
Aggregate	\$400,000
Property Damage	
Each Occurrence	\$400,000
Aggregate	\$400,000

Excess Liability (Umbrella)

Each Occurrence	\$400,000
Aggregate	\$400,000
Fidelity/Employee Dishonesty Bond	\$50,000

Environmental Liability

Each Occurrence	\$500,000
Aggregate	\$1,000,000

**Auto Liability, Personal Injury/Bodily Injury
(including hired & nonowned)**

Each Occurrence of Combined Single Limit	\$400,000
Property Damage each Occurrence	\$400,000

Workers Compensation Insurance -The College will not be responsible for any job related injuries to the Vendor's employees. The Vendor will provide the College with proof of insurance with at least the following coverage limits

Each Accident	\$1,000,000
Disease -Policy Limit	\$1,000,000
Disease -Each Employee	\$1,000,000

Vendors shall provide the College with proof of a performance bond equal to four (4) months proposal price for the duration of the periods described in this RFP.

The college reserves the right to reject any or all bids. 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.

This RFP shall be referenced in, and considered part of, any final contract.

Bid Form

**Custodial and Cleaning Services
Northern Maine Community College**

To: Northern Maine Community College – Purchasing
33 Edgemont Drive
Presque Isle, ME 04769

From: _____

Having carefully examined:
Custodial and Cleaning Services - Request for Proposal including its attachments

The undersigned propose to provide the services detailed in this RFP from December 1, 2016 through

May 31, 2017 in the amount of: \$ _____

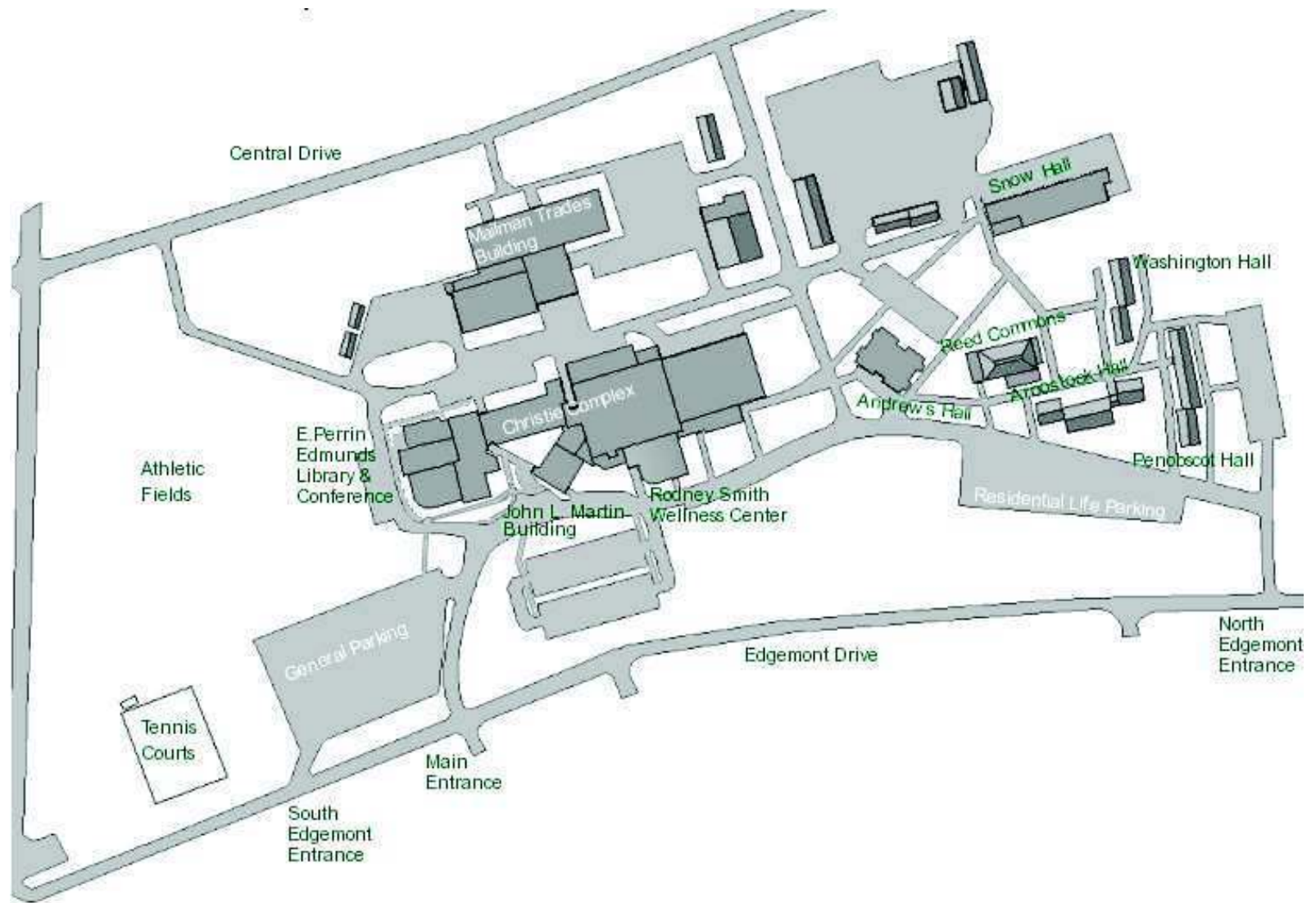
July 1, 2017 through June 30, 2018 in the amount of: \$ _____

July 1, 2018 through June 30, 2019 in the amount of: \$ _____

Cost per hour for additional hours and services: \$ _____

Signed by: _____

Intent to Respond: November 14, 2016 at 10:00am
Pre-bid walk-through: November 16, 2016 at 10:00am
Deadline for questions: November 21, 2016 at 12:00pm
Bid Close: November 23, 2016 at 2:00pm



Building Information

Building	#	Year Built	Total SQ Feet
John L Martin Building	130	1994	16,300
E Perrin Edmunds Building	140	2002	17,000
Maintenance Shop	226	1942	3,348
Auto-Body Repair Building	269	1942	8,369
Ak Christie Building	600, 650,651	1970, 1986	85,169
Andrews Hall	700	1974	21,200
Penobscot Hall - A Block	750	1980	11,126
Washington Hall - B Block	751	1980	7,815
Aroostook Hall - C Block	752	1980	7,110
Paris J Snow Hall	793	1994	11,500
Mailman Trades Building	810	1982 / 1974	44,734
Alternative Energy Lab	B920	2010	7,800
Smith Wellness and Akley Student Center		2014	8,700

**MAINE COMMUNITY COLLEGE SYSTEM
STANDARD CONTRACT**

- | | |
|------------------------------|----------------------------|
| 1. College/MCCS: <u>NMCC</u> | 4. Termination Date: _____ |
| 2. Account Number: _____ | 5. Contract Number: _____ |
| 3. Dollar Amount: _____ | _____ |
| _____ | _____ |
| _____ | _____ |

CONTRACTOR INFORMATION:

1. Status (check one):
 A. An individual doing business as _____
 B. A partnership.
 C. A corporation of the State of _____
 D. Other (please identify): _____
2. Address of principle office:
Street _____
City _____
State _____ Zip Code _____
3. Identification Number: _____

THIS CONTRACT, made this _____ day of _____, 20____ is by and between _____

("Contractor") and (check one):

- A. _____ Maine Community College System Office ("MCCS").
- B. Northern Maine Community College ("College") on behalf of
MCCS.

For and in consideration of the agreements set forth and the payments herein, Contractor and College/MCCS mutually agree to the following terms and conditions:

1. **CONTRACT PRICE AND PAYMENT SCHEDULE:** _____

2. **PERIOD OF PERFORMANCE:** Contractor agrees to (check one):

_____ A. Work when called by College/MCCS.

_____ B. Use due diligence to complete work within a reasonable time.

_____ C. Complete work not later than: _____

_____ D. If work is not completed by _____
Contractor shall pay College/MCCS as follows: _____

3. **SPECIFICATIONS OF WORK TO BE PERFORMED:**

4. **CONTRACT ADMINISTRATOR:** The Contract Administrator on behalf of College/MCCS for this Contract is:

Name: _____

Title: _____

Address: _____

5. **EFFECTIVE DATES:**

6. **RIDER:** The following Rider is hereby incorporated into this Contract and made a part hereof by this reference: **RIDER A - GENERAL PROVISIONS.** Contractor and College/MCCS acknowledge that this Rider is an integral part of this Contract and agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, College/MCCS and Contractor by duly authorized representatives have executed this contract in ____ original as of the day And year first above written.

COLLEGE/MCCS:

CONTRACTOR:

Northern Maine Community College
Institution Name

Contractor Name

By: _____
President/Designee Signature

By: _____
Authorized Signature

Typed Name and Title

Typed Name and Title

**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.

RIDER A
GENERAL PROVISIONS

1. **DEFINITIONS.** For purposes of this Rider, "MCCS" means the Maine Community College System and colleges acting on its behalf. "The Contract" means each contract that incorporates by reference this Rider.
2. **CONTRACT ADMINISTRATOR.** All invoices, progress reports, correspondence and related submissions from Contractor shall be directed to the Contract Administrator. The Contract Administrator has the authority and discretion to stop the work to be performed under the Contract if necessary to ensure its proper execution. The Contract Administrator will certify when payments under the Contract are due and the amounts to be paid; and will assess all claims of Contractor, subject to expenditure approval in accordance with MCCS procedures.
3. **BENEFITS AND DEDUCTIONS.** Contractor understands and agrees that Contractor will not receive retirement benefits, survivor benefit insurance, group life insurance, vacation, sick leave, or other benefits available to MCCS employees. Contractor further understands and agrees that MCCS will file annual information returns as required by the Federal Internal Revenue Code or State of Maine income tax law, and that state and federal income tax may, at the option of MCCS, be withheld by MCCS from amounts payable to Contractor. MCCS will furnish to Contractor copies of such filings.

4. **INDEPENDENT CAPACITY.** The parties agree that in performing the Contract, Contractor, its agents and employees will act in an independent capacity and not as officers, employees or agents of MCCS.
5. **CHANGES IN WORK.** MCCS may order changes in work. In the event such changes are ordered, the Contract sum shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing and pre-approved by the MCCS or College Director of Finance or their designee(s).
6. **SUBCONTRACTS.** Unless otherwise provided herein, Contractor shall not subcontract any of the work or services specified in the Contract without the prior written approval of the Contract Administrator. This provision does not apply to contracts of employment between Contractor and Contractor's employees assigned for services thereunder. No subcontract shall release Contractor from liability under the Contract.
7. **SALE, ASSIGNMENT OR TRANSFER.** Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of Contractor's right, title or interest therein, without prior written approval of the Contract Administrator. In no event shall sale, assignment or transfer release Contractor from liability under the Contract.
8. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of the Contract, Contractor agrees as follows:
 - a. Contractor will not discriminate against any employee or applicant for employment relating to the Contract because of race, color, religious creed, gender, sexual preference or orientation, national origin, veteran status, ancestry, age or physical handicap, unless related to a bona fide qualification. Such action shall include but not be limited to the following: employment, promotions, or demotions; transfers; recruitment or recruitment advertising; layoffs or terminations; rates and forms of compensation; and selection for training or apprenticeship. Contractor agrees to post in places conspicuous to employees and employment applicants notices setting forth the provisions of this paragraph, and to state the same in all solicitations or advertisements placed by or on behalf of Contractor relating to the Contract.
 - b. Contractor will cause the foregoing provisions to be inserted in any subcontracts for any work covered by the Contract so that such provisions shall be binding upon each subcontractor, excluding contracts or subcontracts for standard commercial supplies or raw materials.
9. **EMPLOYMENT AND PERSONNEL.** Contractor will not, without the prior written consent of Contractor Administrator, hire on a full-time, part-

time or other basis during the period of the Contract, any person employed by MCCS, except a person regularly retired for at least one year.

10. **MCCS EMPLOYEES NOT TO BENEFIT.** Contractor will not permit any person employed by MCCS during the period of the Contract to share directly or indirectly in any benefit that may arise from the Contract due to the person's employment by or financial interest in, or any affiliate of, Contractor. This provision shall not be construed to extend to a contract made with a corporation for its general benefit.
11. **WARRANTY.** Contractor warrants that it has not employed any company or person, other than a bona fide employee working solely for Contractor, to pay any company or person, other than a bona fide employee working solely for Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon, or resulting from, the award of the Contract. For breach or violation of this warranty, MCCS shall have the rights, in its discretion, to annul the Contract without liability; to deduct from the Contract price or consideration; or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
12. **ACCESS TO RECORDS.** Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence of cost incurred under the Contract. Contractor will make such materials available for inspection by MCCS at all reasonable times during the period of the Contract, and for three years from the date of the expiration of the Contract. Copies, if requested, shall be furnished to MCCS.
13. **GOVERNMENTAL REQUIREMENTS.** Contractor represents and warrants that all subcontractors and persons under Contractor's direction or control will comply with all governmental ordinances, laws and regulations in connection with the work performed under the Contract.
14. **FORUM AND GOVERNING LAW.** The Contract shall be governed by the laws of the State of Maine as to interpretation and performance, and Contractor agrees to adjudicate in Maine all disputes relating thereto.
15. **MCCS HELD HARMLESS.** Contractor agrees to indemnify, defend and hold harmless MCCS, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Contract; from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of the Contract; and against any liability, including costs and expenses for attorney's fees, for violation of proprietary rights,

copyrights, or rights of privacy, arising out of publishing, translating, reproducing, delivering, performing, using or disposing of any data furnished under the Contract, or based on any libelous or other unlawful matter contained in such data.

16. **TERMINATION.** Performance of work under the Contract may be terminated by MCCS in whole or in part whenever for any reason MCCS determines that such termination is in the best interest of MCCS. Any such termination shall be effected by mailing to Contractor a Notice of Termination specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate Contractor for any unmitigatable costs of work in progress at the time of such termination.
17. **MODIFICATIONS.** Any modification of or addition to the terms of this Contract and/or Rider shall be in writing signed by College/MCCS and Contractor.
18. **ENTIRE AGREEMENT.** The Contract and this Rider contain the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained in the contract or Rider.

**MAINE Community COLLEGE SYSTEM
CONTRACT AMENDMENT**

1. College/MCCS: _____ 4. Termination Date: _____
2. Account Number: _____ 5. Contract Number: _____
3. Dollar Amount: _____

For and in consideration of the agreements set forth and the payments herein, the Contract dated _____ 19 _____, by and between _____ ("Contractor")

And (check one):

- a. _____ Maine Community College System Office ("MCCS").
b. _____ Northern Maine Community College ("College") on behalf of
MCCS.

Is amended as follows:

EFFECTIVE DATES. This Amendment shall take effect on _____
And terminate not later than _____

MCCS/COLLEGE:

CONTRACTOR:

Northern Maine Community College

Institution Name

Contractor Name

By: _____
President/Designee Signature

By: _____
Authorized Signature

Typed Name and Title

Typed Name and Title