Northern Maine Community College
Custodial and Cleaning Supplies
Request for Proposals

Northern Maine Community College is issuing a Request for Proposal (RFP) for the purchase of custodial and cleaning supplies for the period of January 2, 2016 – June 30, 2016. The goal of this RFP is to assist the College in choosing a qualified individual/organization to provide the most efficient, effective, and safe cleaning systems/products with respect to cost-effectiveness.

Vendors will mail/deliver one (1) original proposal and two (2) copies to the following address:

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

Bids are due back to the College no later than November 25, 2015 at 2pm. Proposals received after the deadline will be returned to the vendor unopened.

To provide vendors with a better understanding of the College’s cleaning practices and standards, a mandatory vendor walk-through and pre-bid meeting has been scheduled for November 10, 2015 at 10am. The walk-through will begin in the Christie Lobby.

All questions regarding this RFP must be sent via email to jaclark@nmcc.edu. The subject of the e-mail should clearly state “Question RE: Custodial Supplies.” Deadline for questions is November 20, 2015 at 10am. Responses to all questions will be e-mailed to contractors that provide an email address, otherwise it will be the contractors’ responsibility to check the site for updates at http://www.nmcc.edu/rfp. It is the College’s intent to respond to all questions within 2 business days, and will have final responses posted by 12pm on November 23, 2015.

Proposals will be reviewed using the following criteria and the top-scoring vendors will be selected by a committee to present their products. Vendors will be notified on or before December 4th.

<table>
<thead>
<tr>
<th>Factor</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost</td>
<td>30%</td>
</tr>
<tr>
<td>Delivery lead time</td>
<td>10%</td>
</tr>
<tr>
<td>Delivery schedule</td>
<td>10%</td>
</tr>
<tr>
<td>Training duration and accessibility of technical support</td>
<td>10%</td>
</tr>
<tr>
<td>Product compatibility with campus community and cleaning practices</td>
<td>40%</td>
</tr>
</tbody>
</table>
After the presentations, a secondary review will be performed and a single vendor will be selected for contract negotiations using the following criteria:

<table>
<thead>
<tr>
<th>Factor</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary review score</td>
<td>40%</td>
</tr>
<tr>
<td>Presentation quality and College compatibility</td>
<td>50%</td>
</tr>
<tr>
<td>References</td>
<td>10%</td>
</tr>
</tbody>
</table>

A list of custodial duties and current products are attached for guidance purposes only. The College is not seeking particular brands or methods, and trust that as experts in the field, vendors can provide an all-inclusive quote for commercial/institutional cleaning supplies.

Vendors are invited to propose multiple cleaning systems/products. It is the intention of the College to consider and evaluate items of standard manufacture of highest quality only. The College reserves the right to determine if the items offered may be acceptable in accordance with the College’s current campus community and cleaning practices.

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 the selected vendor whose proposal is deemed to best meet the College’s specifications and needs.

**PROPOSAL TERMS**

1) The price quotations stated in the vendor’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.

2) 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 interest of the College even though not the lowest bid.

3) 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 vendor to accept the obligation of the contract may result in the cancellation of any award.

4) 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 written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

**CONTRACTOR’S INFORMATION**

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

1) Contractor’s Qualifications - number of years in business
2) Four (4) references for whom the vendor has provided similar supplies. (Include: company name, contact person, and phone number.)
3) Location from which deliveries would be dispatched.
4) Frequency of delivery and ability to provide overnight delivery in the case of urgent need by the College.
STANDARD PROVISIONS FOR CONTRACTS

1) 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).

2) The term of the contract will be July 1, 2015 through June 30, 2016. The option to extend the contract to three (3) years may be considered.

3) The estimated total quantity proposed by each vendor shall not be a binding volume. The College has the right to order any quantity which the College deems necessary during the contract period.

4) 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.

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

BID FORMS and REQUIREMENTS

1) Vendors must complete the attached bid form.

2) Vendors shall provide pricing for a contract that will end June 30, 2016. Vendors shall also detail pricing for a 3 year contract option to begin July 1, 2016.

3) Products shall be divided into the following categories:
   - Part A: PAPER PRODUCTS
   - Part B: BROOMS, MOPS, BRUSHES
   - Part C: CHEMICALS
   - Part D: UTILITY ITEMS

4) Vendors are required to state:
   a) product description
   b) detailed application as product would be utilized by the College
   c) part number
   d) unit of measure
   e) unit price
   f) vendor’s estimated annual number of units based on square footage and current cleaning practices
   g) annual price for all products

5) Vendors are required to provide:
   a) product literature
   b) Safety Data Sheets for each product listed

6) The College also requires that the successful vendor provide scheduled training to coincide with the first delivery of products. Duration of the training will be determined at the time of contract negotiations. Vendors are required to detail the suggested custodial staff training program that accompanies initial purchase/use of the proposed cleaning products and supplies.

7) Vendors must also detail availability and customer support for the duration of the contract.

8) Vendors must detail their return policy on chemicals and products.

*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 Supplies  
Northern Maine Community College

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

From: _____________________________________________
__________________________________________________
__________________________________________________
__________________________________________________

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

2016 Proposed Contract Pricing

The undersigned propose to provide annual quantities of Paper Products; Brooms, Mops, and Brushes; Chemicals; and Utility Items through June 30, 2016 in the amount of: $___________________________  
(Detailed pricing on a separate sheet and other proposal components required in the RFP must be included.)
Delivery Schedule: _____________________________________________________________________

Lead time for non-scheduled orders: _______________________________________________________

Summary of training and customer service: _________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

3-Year Contract Option

Price for July 1, 2016 – June 30, 2017 option: ____________________________________________

Price for July 1, 2017 – June 30, 2018 option: ____________________________________________

Signed by: ____________________________________________________________________________

Mandatory pre-bid walk-through and meeting: November 10, 2015 at 10am

Bids Due: November 25, 2015 at 2pm  
Deadline for Questions: November 20, 2015 at 10 am
### CUSTODIAL CLEANING AREAS AND SNOW REMOVAL

<table>
<thead>
<tr>
<th>Staff #1 Night</th>
<th>Staff #2</th>
<th>Staff #3</th>
<th>Staff #4</th>
<th>Staff #5</th>
<th>Staff #6</th>
<th>Staff #7</th>
</tr>
</thead>
<tbody>
<tr>
<td>Canopy &amp; Hall</td>
<td>Student Affairs</td>
<td>2nd Floor Stairs near Canopy</td>
<td>Health Center</td>
<td>Sheet Metal</td>
<td>Mailman 1st &amp; 2nd floors</td>
<td>Nursing</td>
</tr>
<tr>
<td>Canopy outside trash</td>
<td>Business offices and Dir. Finance, Conf. Room</td>
<td>2nd Floor Christie &amp; bathrooms</td>
<td>Alternative Energy</td>
<td>Electrical Wing</td>
<td>Continuing Education</td>
<td></td>
</tr>
<tr>
<td>Wellness Center (washing machines, floors, bathrooms)</td>
<td>1ST Floor Christie bathrooms</td>
<td>Classrooms 204-218</td>
<td>Edmunds &amp; Christie Lobby &amp; Bathrooms</td>
<td>Gym &amp; Hall</td>
<td>Business office area (trash area)</td>
<td></td>
</tr>
<tr>
<td>Fitness Center (group room floors)</td>
<td>Arts &amp; Sciences offices</td>
<td>Employee Lounge &amp; bathroom</td>
<td>Development Office</td>
<td>Locker Rooms</td>
<td>Laundry *</td>
<td></td>
</tr>
<tr>
<td>Electrical wing</td>
<td>3rd floor (everything)</td>
<td>Business Tech Offices</td>
<td>IT Office</td>
<td>Custodial Supply Room</td>
<td>Auto body</td>
<td></td>
</tr>
<tr>
<td>Rubber floors</td>
<td>Martin Entrance, 1st floor classrooms, Outside Trash</td>
<td>3rd floor hallway/stairs</td>
<td>Library</td>
<td>Wellness Center (garbage, mop floor, sweep floor)</td>
<td>Andrews</td>
<td></td>
</tr>
<tr>
<td>EDMunds – Bathrooms</td>
<td>Dick, Lynn, Shelli, Carl, Bill C. offices</td>
<td>Snow Hall</td>
<td>Back hallway to Christie lobby</td>
<td>Putting away supplies</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Annex</td>
<td>College Store (No kitchen)</td>
<td>Husson Office</td>
<td>Trash outside back lobby</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Areas as needed</td>
<td>Outside Trash Canopy</td>
<td>Outside Trash Canopy</td>
<td>Academic Success Ctr</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Shoveling/Salt**  
Salting and snow removal of all areas as needed.

**Shoveling/Salt**  
Martin Entrance stairs in circle Wellness Entrance

**Shoveling/Salt**  
Snow Hall Martin Canopy

**Shoveling/Salt**  
Alternate Energy, Christie front and back doors, EDMunds entrance, five fire exit doors, steps to parking lot

**Shoveling/Salt**  
Electrical north end, three back doors, air museum hallway exterior entrance Fitness Exit

**Shoveling/Salt**  
Andrews, Autobody, Mailman basement doors and upper level

**Shoveling/Salt**  
Snow Hall, Nursing back fire exit, two stairways going to walkways

| Hours 2:30pm - 11:00pm  
Break 4:30  
Dinner 6:30  
Break 9:30 | Hours 5:00-2:00  
Break 8:00  
Lunch 11:00  
Break 1:00 | Hours 5:00-2:00  
Lunch 12:00 | Hours 5:00-2:30  
Break 9:00  
Lunch 11:00  
Break 1:00 | Hours 5:00-2:00  
Break 8:00  
Lunch 11:00  
Break 1:00 | Hours 5:00-2:00  
Break 8:00  
Lunch 10:00  
Break 1:00 | Hours 5:00-2:00  
Lunch 12:00 |

|  |  |  |  |  |  |  |
## Estimated Annual Supply List

<table>
<thead>
<tr>
<th>PRODUCT #</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>PRODUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bleach</td>
<td>10 Case</td>
<td>4case</td>
<td>CLo 20772</td>
</tr>
<tr>
<td>Mr. Clean</td>
<td>20 Case</td>
<td>4Pck</td>
<td>PGC 82707</td>
</tr>
<tr>
<td>Luminizing Glass</td>
<td>1 Case</td>
<td>12 Pck</td>
<td>20201</td>
</tr>
<tr>
<td>Murphy Oil</td>
<td>3 Case</td>
<td>6case</td>
<td>Mur 01162</td>
</tr>
<tr>
<td>Dawn Dish Soap</td>
<td>3 Case</td>
<td>9Pck</td>
<td>PGC 45112</td>
</tr>
<tr>
<td>Sleek Stain</td>
<td>3 Case</td>
<td>9Pck</td>
<td></td>
</tr>
<tr>
<td>Hand Soap</td>
<td>3 Case</td>
<td>3gall</td>
<td></td>
</tr>
<tr>
<td>Fabric Soft</td>
<td>5 Case</td>
<td>12 Pck</td>
<td>PBC 58488</td>
</tr>
<tr>
<td>Go J</td>
<td>5 Case</td>
<td>4Pck</td>
<td>G0 J 1135</td>
</tr>
<tr>
<td>Brite Clean</td>
<td>10 Case</td>
<td>4Pck</td>
<td>7510400</td>
</tr>
<tr>
<td>Pledge</td>
<td>12 Case</td>
<td>12 Can</td>
<td>Drlk 676304</td>
</tr>
<tr>
<td>Tilex</td>
<td>10 Case</td>
<td>12 Pck</td>
<td>Clo 3504</td>
</tr>
<tr>
<td>Clorox Clean-Up</td>
<td>14 Case</td>
<td>12 Pck</td>
<td>Clo 35417</td>
</tr>
<tr>
<td>Tork Back</td>
<td>16 Case</td>
<td>2 Pck</td>
<td>Drlk 90652</td>
</tr>
<tr>
<td>Charcoal Hold</td>
<td>3 Case</td>
<td>9 Pck</td>
<td>77457-00</td>
</tr>
<tr>
<td>Carpet Stain Remover</td>
<td>5 Case</td>
<td>1Pck</td>
<td>Drsk 131</td>
</tr>
<tr>
<td>Muri-Stat</td>
<td>2 Case</td>
<td>12 Pck</td>
<td>Amr 239-20-58</td>
</tr>
<tr>
<td>Beta Feeder Cords</td>
<td>1Case</td>
<td>4 Pck</td>
<td>40284-00</td>
</tr>
<tr>
<td>Beta PK Cleaner</td>
<td>1 Case</td>
<td>4 Pck</td>
<td>B004-00</td>
</tr>
<tr>
<td>Oven Cleaner</td>
<td>2 Case</td>
<td>12 Pck</td>
<td>Rec 04250</td>
</tr>
<tr>
<td>BX Pa</td>
<td>1 Case</td>
<td>4Pck</td>
<td>30049 S407</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRODUCT Bgs</th>
<th>7 Pack</th>
<th>12 Per Pck</th>
<th>Type U-6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class Max</td>
<td>5 Box</td>
<td>5 Per Box</td>
<td>Cm 4-6</td>
</tr>
<tr>
<td>Red Pad's</td>
<td>7 Case</td>
<td>40 Pck</td>
<td>10&quot; M060-545</td>
</tr>
<tr>
<td>White Pad's</td>
<td>7 Case</td>
<td>100 Pck</td>
<td>10&quot; M060-545</td>
</tr>
<tr>
<td>Black Pads</td>
<td>4 Case</td>
<td>100 Pck</td>
<td>10&quot; M060-545</td>
</tr>
<tr>
<td>Red Pads</td>
<td>7 Case</td>
<td>100 Pck</td>
<td>10&quot; M060-545</td>
</tr>
<tr>
<td>White Pads</td>
<td>7 Case</td>
<td>100 Pck</td>
<td>10&quot; M060-545</td>
</tr>
<tr>
<td>Best X Floo Soap</td>
<td>10</td>
<td>5Gal</td>
<td>1087-5</td>
</tr>
<tr>
<td>Betco Flowmax</td>
<td>12</td>
<td>5Gal</td>
<td>Hi-1005-00</td>
</tr>
<tr>
<td>Betco SaniCel</td>
<td>10</td>
<td>5Gal</td>
<td>60705-08</td>
</tr>
<tr>
<td>Betco Floo Stomp</td>
<td>10</td>
<td>5Gal</td>
<td>Unpack 81805-08</td>
</tr>
<tr>
<td>B sage Bgs</td>
<td>50 Case</td>
<td>100 Bags</td>
<td>B1 4647 18 4</td>
</tr>
<tr>
<td>med Bgs</td>
<td>30 Case</td>
<td>500 Pck</td>
<td>324 36 0 11</td>
</tr>
<tr>
<td>Small Bag</td>
<td>40 Case</td>
<td>100 Pck</td>
<td>TBS25 8143216 LK</td>
</tr>
<tr>
<td>med glove's</td>
<td>1 Case</td>
<td>12 Pck</td>
<td>K0030709</td>
</tr>
<tr>
<td>Blackie Glove's</td>
<td>5 Case</td>
<td>12 Pck</td>
<td>KCC 7009</td>
</tr>
<tr>
<td>Totlite</td>
<td>3 Case</td>
<td>4 Pck</td>
<td>4512155</td>
</tr>
<tr>
<td>Show place</td>
<td>5 Case</td>
<td>4 Per Pck</td>
<td>21 25186</td>
</tr>
<tr>
<td>Hotel Paper</td>
<td>70 Case</td>
<td>12 Pck</td>
<td>KCC 07006</td>
</tr>
<tr>
<td>Hotel Towels</td>
<td>70 Case</td>
<td>6 Per Pck</td>
<td>3006 Brown</td>
</tr>
</tbody>
</table>
MAINE COMMUNITY COLLEGE SYSTEM
STANDARD CONTRACT

***************

1. College/MCCS: NMCC
2. Account 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. X 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: ________________________________
Northern Maine Community College
Institution Name

CONTRACTOR: ________________________________
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:

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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;
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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 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

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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 Contract. 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: ______________
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

By: ____________________________ By: ____________________________
   President/Designee Signature Authorized Signature

___________________________ __________________________
Typed Name and Title Typed Name and Title

C:\GCOUNSEL\DOC\SERVCR1.1
2/2/98

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