

**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](mailto: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.

Factor	Weight
Total cost	30%
Delivery lead time	10%
Delivery schedule	10%
Training duration and accessibility of technical support	10%
Product compatibility with campus community and cleaning practices	40%

After the presentations, a secondary review will be performed and a single vendor will be selected for contract negotiations using the following criteria:

<b>Factor</b>	<b>Weight</b>
Preliminary review score	40%
Presentation quality and College compatibility	50%
References	10%

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

Staff #1 Night	Staff #2	Staff #3	Staff #4	Staff #5	Staff #6	Staff #7
<ul style="list-style-type: none"> <li>• Canopy &amp; Hall</li> <li>• Canopy outside trash</li> <li>• Wellness Center (washing machines, floors, bathrooms)</li> <li>• Fitness Center (group room floors)</li> <li>• Electrical wing</li> <li>• Rubber floors</li> <li>• Edmunds – Bathrooms</li> <li>• All Areas as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Student Affairs</li> <li>• Business offices and Dir. Finance, Conf. Room</li> <li>• 1<sup>st</sup> Floor Christie bathrooms</li> <li>• Arts &amp; Sciences offices</li> <li>• 3<sup>rd</sup> floor (everything)</li> <li>• Martin Entrance, 1<sup>st</sup> floor classrooms, Outside Trash</li> <li>• Dick, Lynn, Shelli, Carl, Bill C. offices</li> <li>• Annex</li> <li>• College Store (No kitchen)</li> </ul>	<ul style="list-style-type: none"> <li>• 2<sup>nd</sup> Floor Stairs near Canopy</li> <li>• 2<sup>nd</sup> Floor Christie &amp; bathrooms</li> <li>• Classrooms</li> <li>• 204 - 218</li> <li>• Employee Lounge &amp; bathroom</li> <li>• Business Tech Offices</li> <li>• 3<sup>rd</sup> floor hallway/stairs</li> <li>• Snow Hall</li> <li>• Husson Office</li> <li>• Outside Trash Canopy</li> </ul>	<ul style="list-style-type: none"> <li>• Health Center</li> <li>• Alternative Energy</li> <li>• Edmunds &amp; Christie Lobby &amp; Bathrooms</li> <li>• Development office</li> <li>• IT office</li> <li>• Library</li> <li>• Back hallway to Christie lobby</li> <li>• Trash outside back lobby entrance</li> <li>• Academic Success Ctr</li> </ul>	<ul style="list-style-type: none"> <li>• Sheet Metal</li> <li>• Electrical Wing</li> <li>• Gym &amp; Hall</li> <li>• Locker Rooms</li> <li>• Custodial Supply Room</li> <li>• Wellness Center (garbage, mop floor, sweep floor)</li> <li>• Putting away supplies</li> </ul>	<ul style="list-style-type: none"> <li>• Mailman 1<sup>st</sup> &amp; 2<sup>nd</sup> floors</li> <li>• Maintenance bldg. Laundry *</li> <li>• Auto body</li> <li>• Andrews</li> </ul>	<ul style="list-style-type: none"> <li>• Nursing</li> <li>• Continuing Education</li> <li>• Business office area (trash only)</li> <li>• Hunt Room</li> <li>• 101</li> <li>• Mail Room</li> <li>• Martin Hallway/stairs to 2<sup>nd</sup> floor</li> <li>• Snow Hall</li> </ul>
<p><b>Shoveling/Salt</b> Salting and snow removal of all areas as needed.</p> <p>Hours 2:30pm - 11:00pm Break 4:30 Dinner 6:30 Break 9:30</p>	<p><b>Shoveling/Salt</b> Martin Entrance stairs in circle Wellness Entrance</p> <p>Hours 5:00-2:00 Break 8:00 Lunch 11:00 Break 1:00</p>	<p><b>Shoveling/Salt</b> Snow Hall Martin Canopy</p> <p>Hours 5:00-2:00 Lunch 12:00</p>	<p><b>Shoveling/Salt</b> Alternative Energy, Christie front and back doors, Edmunds entrance, five fire exit doors, steps to parking lot</p> <p>Hours 6:00-2:30 Break 9:00 Lunch 11:00 Break 1:00</p>	<p><b>Shoveling/Salt</b> Electrical north end, three back doors, air museum hallway exterior entrance Fitness Exit</p> <p>Hours 5:00-2:00 Break 8:00 Lunch 11:00 Break 1:00</p>	<p><b>Shoveling/Salt</b> Andrews, Autobody, Mailman basement doors and upper level</p> <p>Hours 5:00-2:00 Break 8:00 Lunch 10:00 Break 1:00</p>	<p><b>Shoveling/Salt</b> Snow Hall, Nursing back fire exit, two stairways going to walkways</p> <p>Hours 5:00-2:00 Lunch 12:00</p>

# Estimated Annual Supply List

PRODUCT #	QUANTITY	UNIT	PRODUCT
Bleach	10 CASE	4 per CASE	Ch0 30772
Mr Clean	20 CASE	9 per CASE	PGC 82707
Whitening glass	16 CASE	12 per CASE	20201
Murphy oil	3 CASE	6 per CASE	Mur oil 62
Dawn Dish Soap	3 CASE	8 per CASE	PGC 45112
Sleek Stainless	3 CASE	12 per CASE	
Laundry Soap	3 CASE	5 gal	
Fabric Softener	5 CASE	12 per CASE	PBC 58486
Go Jo	5 CASE	4 per CASE	GOJ 1135
Batches <sup>Washing Halls</sup> Cleaner	10 CASE	4 per CASE	7510400
Pledge	12 CASE	12 CAN	DrK 576304
TiLex	10 CASE	12 per CASE	Ch0 35604
Chlorox Clean up	14 CASE	12 per CASE	Ch0 35417
Toilet Bowl Cleaner	16 CASE	2 per CASE	DrK 90652
Charlo Handl.	3 CASE	9 per CASE	77457-00
Deep Hole Spray cleaner	5 CASE	12 per CASE	<del>Ch0</del>
Misty Spray	3 CASE	12 per CASE	Amr 239-20-5B
Betco Fiber Es-sten	10 CASE	4 per CASE	40204-00
Betco PK Cleaner	1 CASE	4 per CASE	6804-00
Open Cleaner	2 CASE	12 per CASE	Rec 04256
Ex Po	4 CASE	4 per CASE	1 gal Jugs

  

PANASONIC Bags	7 Pack	12 per Pack	Type U-G
Clear max	5 Boxes	5 per Pack	Ch 4-6
Red Pads	7 CASE	5 per CASE	20" MC 008395
White Pads	7 CASE	"	20" MC 008484
Black Pads	4 CASE	"	20" MC 08383
Red Pads	7 CASE	"	14" MC 08389
White Pads	7 CASE	5 per CASE	14" MC 08476
Best Yet Floor Soap	10	5 gal	1087-5
Betco Floor wax	12	5 gal	Hi. Teck 61005-00
Betco Sealant	10	5 gal	60705-00
Betco Floor Strip	10	5 gal	un lock 88805-00
Large Bags	50 CASE	100 BAGS	RL 4047 YX H
med Bags	30 CASE	500 per CASE	30X36 YX H
Small Bag	40 CASE	100 per CASE	Z B Ses 24V2406 K
med gloves	6 CASE	12 per CASE	KCC 50707
Large gloves	5 CASE	12 per CASE	KCC 50709
Profite	3 CASE	4 per CASE	4512759
Show plate	5 CASE	4 per CASE	2125186
toilet Paper	70 CASE	12 per CASE	KCC 07006
PAPER Towels	70 CASE	6 per CASE	6800 Brown

**MAINE COMMUNITY COLLEGE SYSTEM  
STANDARD CONTRACT**

\*\*\*\*\*

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

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**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: \_\_\_\_\_

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**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