

**Northern Maine Community College
Custodial and Cleaning Services
Request for Proposal**

Northern Maine Community College is 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 to 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.

Bids may be submitted by mail or hand delivery to the following address:

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

Bids are due back to the college no later than June 3, 2026 at 2pm. Proposals received after the deadline will not be considered. Bids may be sent, as a single attachment, to: jedgecomb@mainecc.edu and copied to lleblanc@mainecc.edu.

Questions concerning this RFP must be sent via email to lleblanc@mainecc.edu and copied to pgoheen@mainecc.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 May 27, 2026 2026.

A mandatory meeting and pre-bid walk-through will be held on May 20, 2026 at 9:30am, commencing at Northern Maine Community College Akeley Student Center entrance, located at 33 Edgemont Drive, Presque Isle, Maine. Vendors shall come prepared to fully assess cleaning requirements, including square footage of each floor type.

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. Then, up to **two vendors** will be selected for presentation using the following criteria:

Criteria

Factor	Weight
Total Cost (per year & per person per hour bases)	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.

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 will be July 1, 2026 through June 30, 2027. The College may, at its discretion, renew the contract annually for up to 3 years. The College reserves the right to re-evaluate the contract annually for renewal or re-negotiation.

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.

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).

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), including annual cost and per person per hour cost
- B. Description of quality control
- C. Outline of the plan to provide coverage for absent employees.
- D. Description of management and supervisory procedures and practices
- E. Description of safety training procedures
- F. Proposed work schedule/staffing need that will satisfy the requirements of this RFP
- G. Include cost for additional hours/extra services required beyond the scope of this proposal. List examples.
- H. 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 cleaning chemicals are to be approved by Northern Maine Community College prior to being brought on campus. 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.

CONTRACTED CUSTODIAL REQUIRED CLEANING AREAS

Building	Area	Work Description
Andrews	1 st Floor	Residential Rooms
Andrews	1 st Floor	Hallway, Lobby, Stairwell
Andrews	1 st Floor	Bathroom and Laundry Room
Andrews	1 st Floor	Office and Lounge
Andrews	2 nd Floor	Hallway, Stairwell
Andrews	2 nd Floor	Residential Rooms
Andrews	2 nd Floor	Student Lounge
Andrews	2 nd Floor	Restrooms
Andrews	3 rd Floor	Hallway
Andrews	3 rd Floor	Residential Rooms
Andrews	3 rd Floor	Student Lounge
Andrews	3 rd Floor	Restrooms
Christie	Lobby	Christie Lobby and Stairwell
Christie	Lobby Restroom	Christie Lobby Restrooms
Christie	Student Affairs	Student Affairs Offices
Christie	Admissions	Admissions Offices
Christie	IT Offices	IT Offices (Mark, Jarrod, Chris, Barry)

Christie	Hunt 101	Classroom Hunt 101 Lecture Hall
Christie	Lobby Stairwell	Christie Lobby Stairwell
Christie	Nursing	Nursing Hallway
Christie	Nursing	Nursing Offices
Christie	Nursing	Nursing Classrooms/Sims Center
Christie	Business Hallway	Christie Business Hallway/stairwell
Christie	Business Offices	Christie Business/Purchasing Offices; Dean of Finance Office
Christie	Business Offices	Christie Workforce & Development Offices
Christie	Business Offices	Christie Financial Aid Offices
Christie	Business Restrooms	Christie Business Restrooms
Christie	2nd Floor	Christie 2nd Floor Hallway
Christie	2nd Floor	Christie Classrooms
Christie	2nd Floor	Christie 2nd Floor Offices
Christie	2nd Floor	Christie 2nd Floor Restrooms
Christie	2nd Floor	Christie 2nd Floor Lounge
Christie	Bookstore	Bookstore
Christie	Hallway	Bookstore/Café/Office Hallway
Christie	Locker/Gym Hallway	Offices
Christie	Akeley Center	Akeley Center Hallway and Student Lounge
Christie	Air Museum	Air Museum
Christie	Main Lobby	Main Entrance, bathrooms, front desk
Christie	Rodney Smith Wellness Center	Fitness Center and locker rooms
Christie	Gymnasium	Gym and locker rooms
Edmunds	Library	Library Area
Edmunds	Library	Library Offices and Conference Rooms
Edmunds	Entrance / Hallway	Edmunds Entrance and Hallway
Edmunds	Restrooms	Edmunds Restrooms
Edmunds	Conference	Edmunds Conference Rooms
Martin	Entrance	Martin Entrances
Martin	2 nd floor	Classrooms
Martin	2 nd floor	Offices
Martin	2 nd Floor	Hallway/Stairs
Martin	3 rd Floor	Offices
Martin	3 rd Floor	Conference
Martin	3 rd Floor	Kitchen, Photocopier Room
Martin	3 rd Floor	Bathroom
Martin	Elevator	Elevator
Reed Commons	Dinning Commons	Bathrooms
Reed Commons	Keagan Room	Keagan Room
Reed Commons	Dinning Commons	Dining Area and Hallway
Reed Commons	Teaching Kitchen	Teaching Kitchen
Snow	2nd Floor	2nd Floor Hallways

Snow	1st Floor	1st Floor Hallways, Lobby, kitchen, conference
Snow	1st Floor	Snow Hall Restrooms

The following listing 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 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. Preferred coverage of contracted custodial services for the fiscal year of July 1, 2026 through June 30, 2027 is (1) employee from 7:00 AM till 4:00 PM and (3) employees from 3:00 PM till 11:00 PM. Areas are expected to be cleaned on a schedule compatible with the College's highest traffic periods Monday through Friday, 8am to 4pm.

Daily Services:

- Perform daily building maintenance, (change lights, etc.)
- Schedule projects (waxing floors, rug cleaning, etc) to be completed on non-school days with the OHS and Security Manager 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
- Clean student desks

Weekly

- Dust wood work and interior glass in hallways
- Exterior Glass
- Clean light fixtures and shades
- Clean TVs & all computers
- Clean all chairs
- 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
- Perform other duties as assigned

- Mop all hard surface areas complete
- Clean all windows
- Dust all ledges, sills and furnishings
- Clean all door vents and ceiling exhaust grills

Annual Maintenance

- Strip and Wax Floors in assigned areas.

VI. STAFFING

- A. All workers assigned to the College will demonstrate, to the satisfaction of the OHS and Security Manager, an attitude of service to students, staff, faculty, 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, 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 the vendor and approved by the OHS & Security Manager.
- D. Vendor is responsible for all recruitment, selection and hiring of employees. All workers are required to be background checked and approved by OHS & Security Manager at the expense of the Vendor.
- 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 is responsible for supplying replacement personnel for any of their absent workers. All substitutes must be properly trained and qualified, ensuring full coverage for the entire shift.
- H. Vendor shall provide adequate management and supervision of all contracted workers. Management and 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 college no 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. 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 graduated from high school or has a general equivalency diploma (GED).
 - 3) Evidence the worker can read English and understand written English directions.
 - 4) Evidence the worker can write in a clear and concise manner.
 - 5) 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 & non-owned)**

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.

VIII. TIMELINE

Submit questions to	lleblanc@maineccc.edu and copied to pgoheen@maineccc.edu
Mandatory walk-through	May 20, 2026, 9:30am commencing at Akeley Student Center entrance
Deadline for questions	May 27, 2026, end of business day
Proposal submission deadline	June 3, 2026 @ 2:00pm to: jedgecomb@maineccc.edu and copied to lleblanc@maineccc.edu .
Vendor presentations	Week of June 8, 2026
Intended Award Date	June 15, 2026
Contract begins	July 1, 2026

The college reserves the right to reject any or all bids.
This RFP shall be referenced in, and considered part of, any final contract.
See attached Notice to Bidders.

Bid Form

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

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

From:

Name: _____

Address: _____

Phone: _____

Having carefully examined:

Custodial and Cleaning Services - Request for Proposal including its attachments, attended the mandatory walk-through, and reviewed all related questions and responses, the undersigned propose to provide the services detailed in this RFP

Rate per person per hour:	\$
Annual contract rate based on information within the RFP	\$

Signed by: _____

Pre-bid walk-through: May 20, 2026 at 9:30am

Deadline for questions: May 27, 2026

Bid Close: Month June 3, 2026 at 2:00pm

**NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the Maine Community College System (collectively “MCCS”). These terms and conditions derive from the public nature and limited resources of the MCCS. **MCCS DOES NOT AGREE TO:**

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys’ fees; costs, including collection costs; expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed;
9. Automatic renewals for term(s) greater than month-to-month;
10. Limitations on MCCS’ recovery of lawful damages incurred as a result of breach of the contract;
11. Limitation of the time period under which claims can be made or actions brought arising from the contract;
12. Vendor’s terms prevailing over MCCS’ standard terms and conditions, including addenda; and
13. Unilateral modifications to the contract by the vendor.

BY SUBMITTING A RESPONSE TO A REQUEST FOR PROPOSAL, BID OR OTHER OFFER TO DO BUSINESS WITH MCCS, **YOUR ENTITY UNDERSTANDS AND AGREES THAT:**

1. 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;
2. 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;
3. 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; and
4. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point black font on a white background and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply.

Signature: _____

Date: _____



MAINE COMMUNITY COLLEGE SYSTEM
STANDARD AGREEMENT TO PURCHASE SERVICES

I. PARTIES

This Agreement (“Agreement”) is by and between the Maine Community College System and/or one of its colleges (“MCCS”) and the following entity (“Provider”):

Name: _____
Employer Identification Number: _____
Mailing Address: _____
Telephone: _____ or _____
Email: _____ or _____

II. DATES OF SERVICES TO BE PERFORMED

The services to be performed under this Agreement shall commence no later than _____ and be completed no later than _____.

III. DESCRIPTION OF SERVICES TO BE PERFORMED

The services to be performed under this Agreement are described as follows:

IV. PAYMENT AMOUNT AND SCHEDULE

The total Agreement Amount is \$ _____ to be paid as follows: _____

V. AGREEMENT ADMINISTRATORS

The Administrator of this Agreement for MCCS shall be:

Name: _____ Title: _____
Address: _____ Telephone: _____
Email: _____

The Administrator of this Agreement for Provider shall be:

Name: _____ Title: _____
Address: _____ Telephone: _____
Email: _____

V. AGREEMENT DOCUMENTS AND THEIR PRIORITY

This Agreement consists of the following documents which are hereby incorporated into this Agreement and made part of it by this reference. In the event of any conflicting interpretation(s), such documents shall be construed to apply and control in the following priority:

- First: MCCS Standard Agreement to Purchase Services;
 - Second: MCCS Standard General Provisions, Rider "A";
 - Third: MCCS RFP or other solicitation terms or conditions;
 - Fourth: Provider's Response to MCCS RFP or other solicitation terms or conditions; and
 - Fifth: Other (list specifically, if any): _____
- _____
- _____

VI. SIGNATURES

In consideration of the foregoing agreements made by MCCS, Provider agrees to furnish all qualified personnel, facilities, materials, and services in performing the services, study and/or projects under the terms of this Agreement. Signed as follows by the Parties authorized representatives:

For MCCS:

By: _____
Date
Printed Name: _____ Position: _____

For Provider:

By: _____
Date
Printed Name: _____ Position: _____

RIDER A

MCCS STANDARD GENERAL PROVISIONS

1. AGREEMENT ADMINISTRATION

a. Agreement Administrator

The MCCS representative is the Agreement Administrator for this Agreement. The Agreement Administrator has authority to curtail services if necessary to ensure proper execution. The Agreement Administrator shall certify to MCCS when payments under the Agreement are due and the amounts to be paid. The Agreement Administrator shall make decisions on all claims of the Provider, subject to the approval of the President of the MCCS. All progress reports, correspondence and related submissions from the Provider shall be submitted to the Agreement Administrator.

b. Warranty

The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MCCS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

c. Changes in the Work; Changes in the Scope

The Agreement Administrator may order changes in the work or scope, the Agreement Amount being adjusted accordingly. Any monetary adjustment or any substantive change in the work shall be in the form of an amendment, signed by both parties. Any such amendments must be effective prior to execution of the work.

d. Sub-Agreements

Unless provided for in this Agreement, no arrangement shall be made by the Provider with any other party for furnishing any of the services herein contracted for without the consent and approval of the Agreement Administrator. Any sub-agreement hereunder entered into subsequent to the execution of this Agreement must be annotated "approved" by the Agreement Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Provider and its employees assigned for services there under.

e. Subletting, Assignment or Transfer

The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Agreement or any portion thereof, or of its right, title or interest therein, without written request to and written consent of the Agreement Administrator. No subcontracts or transfer of agreement shall in any case release the Provider of its liability under this Agreement.

f. Unilateral Changes

Provider is not authorized to change unilaterally any term or condition relating to this Agreement.

g. Trade Secrets

Provider agrees to defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine’s Freedom of Access Act any information that Provider has given to M CCS as part of soliciting or executing this Agreement that Provider has designated as entitled to “trade secret” exemption from disclosure under law. Provider will designate for M CCS any such information prior to executing this Agreement, and Provider’s failure to so designate any such information will authorize M CCS to conclude that no portions are so exempt.

h. Access to Records

The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by M CCS or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

i. Notice of Claims

The Provider shall give the Agreement Administrator immediate notice in writing of any legal action or suit filed related in any way to the Agreement or which may affect the performance of duties under the Agreement, and prompt notice of any claim made against the Provider by any subcontractor which may result in litigation related in any way to the Agreement or which may affect the performance of duties under the Agreement.

2. PAYMENT, TERMINATION

a. Invoices and Payments

Payments are subject to the Provider's compliance with all items set forth in this Agreement and subject to the availability of funds. M CCS will process approved payments within 30 days.

b. Termination

The performance of work under the Agreement may be terminated by M CCS in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of M CCS. Any such termination shall be upon delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

3. INDEPENDENT CAPACITY

a. Independent Status

In the performance of this Agreement, the parties hereto agree that the Provider, and any agents and employees of the Provider shall act in the capacity of an independent contractor and not as officers or employees or agents of M CCS.

b. Benefits and Deductions

If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by M CCS, and for whom no

retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to MCCA employees will accrue. The Provider further understands that annual information returns, as required by the Internal Revenue Code or State of Maine Income Tax Law, will be filed by MCCA with the Internal Revenue Service and the State of Maine Bureau of Revenue Services, copies of which will be furnished to the Provider for his/her Income Tax records.

c. Worker's Compensation Insurance

If the Provider is an individual in Maine, they understand and agree they are required to have Form WCB-267 with Maine's Worker's Compensation Bureau.

4. EMPLOYMENT AND PERSONNEL

a. Equal Employment Opportunity

During the performance of this Agreement, the Provider agrees as follows:

- i. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religion, sex, sexual orientation, gender identity or gender expression, national origin, ancestry, age, physical or mental disability, or veteran status unless related to a bona fide occupational qualification. The Provider shall ensure applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, physical or mental disability, or veteran status. MCCA encourages the employment of individuals with disabilities.
- ii. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Provider agrees to post inconspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- iii. The Provider shall, in all solicitations or advertising for employees placed by or on behalf of the Provider relating to this Agreement, state that all qualified applicants shall receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- iv. The Provider shall send to each labor union or representative of the workers with which it has a collective bargaining agreement, or other agreement or understanding, whereby it is furnished with labor for the performance of this Agreement a notice to be provided by the contracting agency, advising the said labor union or workers' representative of the Provider's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Provider shall immediately inform the MCCA Agreement Administrator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against it by any individual as well as any lawsuit regarding alleged discriminatory practice.

- vi. The Provider shall comply with all aspects of the Americans with Disabilities Act (ADA) in employment and in the provision of service to include accessibility and reasonable accommodations for employees and clients.
- vii. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- viii. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

b. Personnel

The Provider shall not engage any person in the employ of any State Department or Agency in a position that would constitute a violation of 17 MRSA § 3104 or MCCS policies on Nepotism and Conflict of Interest. The Provider shall not engage on this project on a full-time, part-time or other basis during the period of this Agreement any retired employee of MCCS who has not been retired for at least one year, without the same written consent. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

c. MCCS Employees Not to Benefit

No individual employed by MCCS at the time this Agreement is executed, or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly that would constitute a violation of 17 MRSA § 3104 or MCCS policies on Nepotism and Conflict of Interest. No other individual employed by MCCS at the time this Agreement is executed or any time thereafter shall be admitted to any share or part of this Agreement or to any benefit that might arise therefrom directly or indirectly due to his employment by or financial interest in the Provider or any affiliate of the Provider, without the written consent of the college or system president as appropriate. The Provider shall cause the foregoing provisions to be inserted in any subcontract for any work covered by this Agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

5. INDEMNIFICATION; INSURANCE

a. MCCS Held Harmless

The Provider agrees to indemnify, defend and save harmless MCCS, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (hereinafter in this paragraph referred to as “claims”) resulting from or arising out of the performance of this Agreement by the Provider, its employees, agents, or subcontractors. Claims to which this indemnification applies include, but without limitation, the following: (i) claims suffered or incurred by any contractor, subcontractor, material man, laborer and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as “person”) providing work, services, materials, equipment or supplies in connection with the performance of this Agreement; (ii) claims arising out of a violation or infringement of any proprietary right, copyright, trademark, right of privacy or other right arising out of publication, translation, development, reproduction, delivery, use, or disposition of any data, information or other matter furnished or used

in connection with this Agreement; (iii) claims arising out of a libelous or other unlawful matter used or developed in connection with this Agreement; (iv) claims suffered or incurred by any person who may be otherwise injured or damaged in the performance of this Agreement; and (v) all legal costs and other expenses of defense against any asserted claims to which this indemnification applies. This indemnification does not extend to a claim that results solely and directly from MCCS's negligence or unlawful act, or action by the Provider taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of MCCS in accordance with this Agreement.

b. Liability Insurance

The Provider shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in this State by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and MCCS from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991, may continue under that arrangement. Prior to or upon execution of this Agreement, the Provider shall furnish MCCS with written or photocopied verification of the existence of such liability insurance policy.

6. INFORMATION SECURITY

a. Data Security

The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect MCCS data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of MCCS data (a "Security Breach").

b. Use of AI

The Provider is not authorized to use any MCCS data in a manner that may train a third-party AI. The Provider must provide written disclosures of any substantive component of its work for MCCS that is comprised of AI generated materials.

c. Family Education Records Privacy Act (FERPA)

To the extent the Provider has access to confidential information subject to FERPA, the Provider is hereby designated an "official" with a legitimate educational interest in the confidential information pursuant to 34 C.F.R. § 99.31(a)(1). The Provider's designation as an "official" of MCCS is solely for the purposes of FERPA compliance and for no other purpose whatsoever. The Provider agrees to: (i) abide by FERPA's limitations on re-disclosure of Personally Identifying Information in education records; (ii) not use or disclose education records created or received from, by, or on behalf of MCS or its students for any purpose other than the purpose for which such disclosure is made; and, (iii) not use or disclose education records except as permitted by this Agreement, as required by law, or as authorized by MCCS in writing.

7. ONLINE AND MOBILE DEVICE ACCESSIBILITY

The Provider ensures any online, cloud, or mobile device service delivered to MCCS meet WCAG 2.1 AA standards.

8. MISCELLANEOUS

a. M CCS and Governmental Requirements

The Provider warrants and represents that it will comply with all M CCS policies and governmental ordinances, laws and regulations.

b. Governing Law

This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

c. Severability

The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.

d. Force Majeure

M CCS may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God; act of war; riot; fire; explosion; flood or other catastrophe; sabotage; epidemic or pandemic; quarantine restrictions; severe shortage of fuel, power or raw materials; change in law; executive or court order; national defense requirement; or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. M CCS may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

e. Set-Off Rights

M CCS shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, M CCS's option to withhold for the purposes of set-off any monies due to the Provider under this Agreement up to any amounts due and owing to M CCS with regard to this Agreement, any other Agreement with M CCS , including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to M CCS for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. M CCS shall exercise its set-off rights in accordance with normal M CCS practices including, in cases of set-off pursuant to an audit, the finalization of such audit by M CCS or its representatives.

f. Non-Appropriation

Notwithstanding any other provision of this Agreement, if M CCS does not receive sufficient funds to fund this Agreement and its other obligations, if funds are de-appropriated, or if M CCS does not receive legal authority to expend funds from federal entities, the Maine State Legislature or Maine courts, then M CCS is not obligated to future payments for work not yet performed under this Agreement.

g. Interpretation

Provider agrees that, in all matters relating to or arising from this Agreement, M CCS does not agree to: provide any defense, hold harmless or indemnity; waive any statutory or constitutional immunity; apply the law of any jurisdiction other than the State of Maine; procure any type or amount of insurance beyond that M CCS already maintains; waive any right of insurance subrogation; add any entity as an additional insured to M CCS policies of insurance; pay any attorneys' fees, litigation costs and expenses or liquidated damages; promise confidentiality in a manner contrary to Maine's Freedom of Access Act; permit any automatic renewal for term(s) greater than month-to-month; limit M CCS' recovery of lawful damages incurred as a result of Provider's breach of the contract; limit the time period under which claims can be made or actions brought arising from the contract; or provide precedence to Provider's terms over M CCS' standard terms and conditions, including addenda.

h. Entire Agreement

This document contains the entire Agreement of the parties, and neither party shall be bound by any statement or representation not contained herein. No waiver shall be deemed to have been made by any of the parties unless expressed in writing and signed by the waiving party. The parties expressly agree that they shall not assert in any action relating to the Agreement that any implied waiver occurred between the parties which is not expressed in writing. The failure of any party to insist in any one or more instances upon strict performance of any of the terms or provisions of the Agreement, or to exercise an option or election under the Agreement, shall not be construed as a waiver or relinquishment for the future of such terms, provisions, option or election, but the same shall continue in full force and effect, and no waiver by any party of any one or more of its rights or remedies under the Agreement shall be deemed to be a waiver of any prior or subsequent rights or remedy under the Agreement or at law.

i. Approval

This Agreement must have the approval of an authorized M CCS administrator and must comply with the M CCS policy on Contracts before it can be considered a valid, enforceable document.