

REQUEST FOR QUOTATION
EASTERN MAINE COMMUNITY COLLEGE
ATTN: Brian Doore, Vice President of Academic and Student Affairs
354 Hogan Road
Bangor, Maine 04401

I. GENERAL INFORMATION:

Eastern Maine Community College is requesting bids from firms to provide (service/product).

- a. Three-year bid for the purpose of providing medical care to EMCC students for the fiscal years of July 1, 2021 — June 30, 2022, July 1, 2022-June 30, 2023 and July 1, 2023- June 30, 2024. The College will pay a weekly or monthly fee to the service provider to cover the cost of office visits so that the student does not need to come up with out-of-pocket funds to cover the copay nor is the student's insurance billed for the office visit.
- b. Medical facility will provide acute health care services within scope of practice and will discuss cases with his/her responsible physician when indicated. A typical academic year (August through May) will result in approximately 200 student visits to the health care provider per year.
- c. Medical facility will see students on a walk-in care basis and/or by appointment. Appointments will be arranged by EMCC Student Life staff contacting medical facility staff on behalf of students.
- d. Medical facility will refer patients for further care when required by the patient's medical condition.
- e. Medical facility will be available to answer health related questions for EMCC Student Life office regarding EMCC's students.
- f. The health care provider will provide a comprehensive list of services and affiliated provides (i.e., dental affiliates, psychiatric/personal counseling) to which the College can refer students in need. These services would not be covered by the terms of this contract and would be billed to the student or student's insurance as appropriate.
- g. In addition to acute care visits, the selected health care provider will provide vaccination administration of the Measles-Mumps-Rubella and Tetanus immunizations to those students requesting them (approximately 50 — 100 each year) to be billed directly to the student's health insurance.

For ease of reference, each firm responding to this request for quotation is referred to as a "Bidder" and the firm selected to provide services for EMCC is referred to as the "Customer". This request for quotation states the instructions for submitting quotations, and the contractual terms by which EMCC intends to govern the relationship between it and the contractor.

II. SELECTION CRITERIA

- 20% Experience of the Contractor and References provided
- 80% Proposed Cost

The College reserves the right to reject any and all bids; and is not required to accept the lowest bid. In making an award, factors such as firm's service capability, integrity, facilities, equipment, reputation and past performance will be weighed.

III. BID SUBMISSION

Sealed bids, clearly marked "Student Health Services", be accepted until 4:00 p.m., June 18, 2021, at the office of the Vice President for Academic and Student Affairs, Eastern Maine Community College, 354 Hogan Road, Bangor, Maine 04401. Emailed bids will be accepted at academicaffairs@emcc.edu. Faxed bids will be accepted at (207) 974-4837. Faxed bids must be completely received by the bid deadline. (NOTICE: our fax machine is consistently busy. Any bidder using this means for sending bids is solely responsible for the complete and timely receipt of all pages. If our fax machine is busy or out of service at the time you are trying to send in your bid and the bid is late it will not be considered.) Bids received after this date and time will not be accepted. Eastern Maine Community College and the Maine Community College System reserve the right to reject any and all bids. Only the successful bidder will be notified. Every effort will be made to award the bid within 3 business days of the bid submission deadline.

IV. VENDOR BID REQUIREMENTS

Bids should provide the following:

1. Detailed costs on all options proposed.
2. Written statement of workmanship and/or product guarantees.
3. Complete names, phone numbers and addresses or written references from prior customers who have contracted for similar coverage.
4. Volume of work your Center provides on a weekly or monthly basis (this speaks to experience level)
5. Hours of operation.

Sample Contract

RIDER A

SPECIFICATIONS OF WORK TO BE PERFORMED

Witness that in consideration of the agreements set forth and the payments hereinafter stipulated, it is mutually agreed between the parties hereto as follows:

Activity: This agreement is entered into between Eastern Maine Community College and _____ for the purpose of providing acute medical care to EMCC students, staff, and faculty. This agreement becomes effective on July 1, 2021 — June 30, 2022, July 1, 2022-June 30, 2023 and July 1, 2023- June 30, 2024.

Contracted Fee: Up to _____

Location : At the selected health care facility.

Payable: Payment shall be made by M CCS within 30 days after receipt of an approved itemized invoice submitted by the Contractor upon his usual billing forms or business letterhead.

RIDER B

PAYMENT AND OTHER PROVISIONS

1. Contract Price. Up to _____
2. Invoices and Payments. Payment shall be made by M CCS within 30 days after receipt of an approved itemized invoice submitted by the Contractor upon his usual billing forms or business letterhead, or by any other manner that is mutually agreeable to the parties.
3. Benefits And Deductions. The Contractor understands and agrees that he/she is an Independent Contractor for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to M CCS employees will accrue. The Contractor further understands that annual information returns as required by the Federal Internal Revenue Service and the State of Maine Bureau of Taxation, and that State and Federal income tax may be withheld by M CCS from amounts payable to the contractor at the option of M CCS. Copies of such filings will be furnished by M CCS to the Contractor for his income tax records.
4. Independent Capacity. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees or agents of M CCS.
5. Contract Administrator. All invoices, progress reports, correspondence and related submissions from the Contractor shall be directed to:
Name: Brian Doore
Title: Vice President of Academic and Student Affairs
Address: Eastern Maine Community College
354 Hogan Road
Bangor, ME 04401

who is designated as the Contract Administrator on behalf of M CCS for this contract.

6. Department's Representative. The Contract Administrator shall be MCCA's representative during the period of this agreement. He/she has authority to stop the work if necessary to insure its proper execution. He/she shall certify to MCCA when payments under the contract are due and the amounts to be paid. He/she shall make decisions on all claims of the Contractor, subject to expenditure approval in accordance with MCCA financial and administrative procedures.
7. Changes In The Work. MCCA may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing and approved by the MTC System Office or campus president in accordance with MCCA financial and administrative procedures before executing the work involved.
8. Period Of Performance. The Contractor shall (check one as applicable):
 - A. Work when called by MCCA
 - B. Use due diligence to complete the work within a reasonable time
 - C. Complete the work no later than _____
 - D. If the work is not completed by _____

Contractor shall pay MCCA as follows:

9. Subcontracts. Unless provided for in this contract, no contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and approval of the Contract Administrator. Any subcontract hereunder entered into subsequent to the execution of the contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and his employees assigned for services thereunder.
10. Subletting, Assignment or Transfer. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this agreement or any portion thereof, or of his right, title or interest therein, without written request to and written consent of the Contract Administrator. No sub contracts or transfer of agreement shall in any case release the Contractor from his liability under this agreement.
11. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees that it will comply with all Maine and Federal statutes and regulations concerning unlawful discrimination in employment, and including without limitation the provisions of 5 M.R.S.A., sec. 784.
12. Warranty. The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor 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 Contractor 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, MCCA shall have the right to annul this agreement without liability or, in its discretion, 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.
13. Access To Records. The Contractor shall maintain all books, document, payrolls, papers, accounting records and other evidence pertaining to cost incurred under this agreement and shall make such materials available at all reasonable times during the period of this agreement, and for three years from the date of the expiration representative of MCCA and copies thereof shall be furnished to MCCA, if requested.

14. Termination. The performance of work under the contract may be terminated by M CCS in whole, or, from time to time, in part whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of M CCS. Any such termination shall be effected by mailing to the 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 un-mitigatable costs of work in progress at the time of such termination. In any event, this contract shall terminate on (as identified on page 1).
15. Governmental Requirements. The Contractor warrants and represents that he/she and his/her subcontractors and persons under his/her direction and control will comply with all governmental ordinances, laws and regulations in connection with the work performed under this contract.
16. Interpretation and Performance. This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.
17. Ownership. All notebooks, plans, working papers, or other work produced in the performance of this contract are the property of M CCS and upon request shall be turned over to M CCS.
18. M CCS Held Harmless. The Contractor agrees to indemnify, defend and hold harmless M CCS, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract and against any liability, including costs and expenses for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use of disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
19. Approval. Unless exempted by signature of the M CCS Director of Finance and Administration on the first page of this contract, this contract is subject to the approval of the Chairman of The M CCS Contract Review Committee, before it can be considered as a valid, executed document.
20. Entire Agreement. This contract contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein.
21. Paragraphs #13 and #17 to the contrary notwithstanding, patient records shall remain the property of the Contractor and will not be disclosed to M CCS without the written consent of the patient, parent, or guardian. The Contractor will make reasonable efforts to obtain such consent upon request from M CCS.

NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following Maine Community College System (MCCS) 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 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 or costs for any other entity;
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 like offer to do business with a college or other operating unit of the MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between MCCS and your entity, 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.