



**354 Hogan Road
Bangor, ME 04401**

**Competitive Bid
Request for Proposal
This is NOT an order**

Door Access Control System

Issue Date: July 6, 2021
Questions from Bidders Due: July 16, 2021, 1pm EST
Mandatory On-Site Pre-Bid Meeting: July 20, 2021 10am EST
Response Due Date: July 23, 2021, 1pm EST

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1.0 Background & Introduction

This Request for Proposal (RFP) is issued by Eastern Maine Community College (EMCC) to solicit proposals from qualified, experienced, financially sound, and responsible firms to establish a contract through competitive negotiations for a new software and hardware solution that will manage door access control on our campus at 354 Hogan Road, Bangor ME.

EMCC is one of seven accredited community colleges across the state of Maine that are part of the Maine Community College System (MCCS). Serving approximately 2,500 students in credit-bearing courses and offering an extensive array of Continuing Education and Workforce Development training from our eastern Maine campus and outlying education centers, EMCC's mission is to provide the highest quality post-secondary technical, career, and transfer education, while serving as a community and economic development resource.

The purpose of this RFP is to provide interested parties with information to enable them to prepare and submit proposals for a comprehensive Door Access Control System, including all controllers, card readers, door sensors, electronic and mechanical hardware, replacement door slabs, as well as the hosted software environment and all other requested services and support. EMCC intends to use the results of this RFP to award a contract for these products and services.

The term of the contract shall be for a period of three (3) years from the date of contract execution. There may be two (2) one-year renewals for a total of five (5) years at the option of EMCC.

At a minimum, EMCC requires the solution address the following high-level requirements, explored further in section 6:

1. Provide mechanical and electronic hardware for doors with access control.
2. Provide and install commercial doors to replace existing doors, where identified. (We anticipate the scope of this work will be limited to interior doors in our Kineo Residence Hall, only.)
3. Provide wiring and configuration to all electronic access control devices and sensors.
4. Provide software, controllers and all control hardware for access control, including power supplies, backups and surge protection.
5. Provide integrations to all handicap operators.
6. Provide configuration, training and documentation on access control system.
7. Provide quotation on a per building basis.
8. Provide total cost of ownership for 3 and 5 year periods.
9. Provide optional keying / re-keying and key duplication services, if capable.
10. Estimate annual recurring maintenance cost.

11. Support the solution through a variety of communication methods and knowledge sources.
12. Align the solution implementation with EMCC's project goals, operational calendar and existing computing / network environment.

Preference will be given to proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 9.0, Interpretation of Contract Documents** apply. EMCC reserves the right to accept or reject any or all of the proposals received, in part or in whole.

Additionally, please refer to **Attachment D: Standard Terms and Conditions Applicable to All MCCS Contracts**.

2.0 Schedule & Deadlines

2.1 Schedule & Deadlines

Event	Date and time
EMCC issues RFP	July 6, 2021
Questions from Bidders Due	July 16, 2021 – 1 PM EST
Answers returned to Bidders (Via RFP Addendum)	July 19, 2021 – 5 PM EST
Mandatory On-Site Pre-Bid Meeting	July 20, 2021 – 10 AM EST
RFP Due Date	July 23, 2021 - 1 PM EST
Selected Vendor Presentations	Aug 2 and/or Aug 3, 2021
Recommendation Submitted to CFO	August 6, 2021
Notification of Award	August 9, 2021
Contract Start Date	TBD

Please note: EMCC retains the right to change any dates and times listed.

2.2 Mandatory On-Site Pre-Bid Meeting

Due to the nature of the project and the work involved, and to allow Respondents to view the existing campus facilities and gain further understanding of the project, all prospective bidders shall attend a mandatory pre-bid meeting on Tuesday, July 20, 2021 at 10:00am, in the IT Department Conference Room located on the 1st floor of Maine Hall. Maine Hall is located at 354 Hogan Road, Bangor ME 04401.

COVID-19 guidelines will be followed. At this time, a virtual sign-in form and a mask is required for all members of the public visiting the EMCC campus. We are also requesting no more than two representatives per company attend the pre-bid meeting.

All Respondents, or their representative, who wish to submit a proposal for this project **MUST** attend this mandatory pre-proposal conference. A site walk through will be included as part of this mandatory pre-proposal conference.

Respondents will take steps to reasonably ascertain the nature and location of the work, and the general and local conditions which can affect the work or cost thereof. Failure to attend the Mandatory On-Site Pre-Bid Meeting will disqualify firms from participating further in the bidding process.

EMCC will assume no responsibility for any understanding or representations concerning conditions made by any of its employees, officers or agents prior to the execution of the contract, unless expressly stated in the contract. EMCC reserves the right to provide digital images of EMCC facilities in lieu of providing a physical inspection of facilities by Proposers.

Submitted proposals will only be accepted from Respondents who have attended and properly registered at the above scheduled pre-bid meeting. A proposal received from a bidder who has not attended and properly registered at the pre-bid meeting will be considered non-responsive. Attendance at the pre-bid meeting will not meet requirement of proper registration unless the individual attending has is an officer or permanent employee of the company they are representing and has registered their attendance by signing the official roster with their name and position title, and the name and address of the company they represent.

3.0 Examination of Specification and Schedule

Each bidder or his or her authorized agent is expected to examine the bid specifications, contract documents, and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. EMCC reserves the right to accept or reject any and all bids in part or in whole.

4.0 Submission Instructions

4.1 Proposal Transmission

Electronic submission through email is the required method of delivering your proposal.

- Proposals should be sent via email to baudette@emcc.edu
- The Email Subject line must read "EMCC Door Access Control System Proposal"
- The proposal must be RECEIVED no later than 1 PM EST on July 23, 2021.
- EMCC will acknowledge receipt of all proposals sent through email within one business day.
- It is the bidder's responsibility to ensure that its proposal is received in its entirety

by the proposal due date and time. Any bid received after the date and time specified will not be accepted, read, or evaluated.

- EMCC will not be responsible for computer, server, Internet or any technical problems, errors, delivery delays, or failures beyond its physical control. Bidders are advised to send their bid responses before the bid deadline to avoid potential delays.
- The EMCC account receiving the submissions is limited to receive emails up to 25 MB in size. Messages larger than 25 MB, must be split into separate emails, and indicate in the subject line that you are doing so. All emails containing any part of your bid response must be received before the bid deadline.

4.2 Modification or Withdrawal of Offers

The bidder's authorized representative may withdraw or modify their proposal, prior to the due date. Modification to, or withdrawal of, a proposal received by EMCC after the exact hour and date specified for receipt of proposals will not be considered.

4.3 Pricing

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the requested format will put your proposal at risk.

4.4 Vendor Presentations

Vendors may be requested to provide a presentation of their proposal, which would include a detailed analysis of how each of the bid requirements would be satisfied should the bidder receive the award. Vendor presentations are tentatively scheduled for July 29 and/or July 30, 2021. These presentations will not be open to the public.

4.5 Pre-Award Discussions

After the proposals are opened, but before the award, EMCC may elect to engage in discussions with any or all of the proposal respondents for purposes of:

- Resolving minor differences
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving formal assurances from said respondents

EMCC may request best and final offers from those bidders determined by EMCC to be

reasonably viable for contract award. However, EMCC reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the bidder's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, EMCC may select for final contract negotiations/execution the offers that are most advantageous to EMCC, considering cost and the evaluation criteria in this RFP.

4.6 Proposal Requirements

To be considered complete, each proposal must include the following:

- Cover page with company name, proposal principal authors, date, company address and company URL
- Primary contact(s) with phone number and e-mail address(es)
- The bid should be dated and signed by an officer of your company with the authority to approve the submission of the proposal
- Section labeled BUSINESS PROPOSAL as described in Section 5
- Section labeled TECHNICAL PROPOSAL as described Section 6.1
- Section labeled PROPOSED TIMELINE as described Section 6.3
- Section labeled INFORMATION SECURITY as described in Section 6.4
- Section labeled TRAINING PROPOSAL as described in section 7
- Section labeled COST PROPOSAL as described in section 8

5.0 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

5.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the successful acquisition of the products and/or services requested in this RFP.

5.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization (an organizational chart that shows the

Respondent and relationships to parent or child companies) are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

5.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP. The Respondent shall also provide a copy of their general and professional liability insurance coverage and limitations.

5.4 Contract

Any or all portions of this RFP and any or all portions of the bidder's response may be incorporated as part of the final contract.

Please confirm:

- 5.4.1 That the bidder warrants and guarantees, in writing, that hardware supplied will be free of defective material and workmanship.
- 5.4.2 The bidder shall be prepared to further warrant and guarantee for a period of one year from Owner's Use and Occupancy that the hardware shall function in a satisfactory manner without binding, collapse, or dislodging of its parts, provided that the installation is made to the manufacturer's recommendations.
- 5.4.3 The bidder agrees that installation will be performed according to manufacturer's recommendations.
- 5.4.4 The bidder agrees to repair or remedy, without charge, any defect of workmanship or material for which bidder is responsible.

5.5 References

The Respondent must include a list of at least five (5) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone of a person who may be contacted for further information.

5.6 Subcontractors

EMCC prefers a single source supplier, vendor and installation team for seamless deployment.

The bidder is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any bidder's proposal must identify all subcontractors and describe the contractual relationship between the bidder and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the bidder must comply with MCCS statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the bidder and any or all subcontractors will be considered in the RFP evaluation. The Respondent must furnish information to EMCC as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by EMCC. All subcontracts held by the bidder must be made available upon request for inspection and examination by appropriate EMCC and MCCS officials, and such relationships must meet with the approval of EMCC.

The bidder must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, the anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance does not relieve the bidder of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. A performance and payment bond and lien waivers will be requested as part of the successful bid contract.

5.7 General Information

Each Respondent must enter your company's general information including contact information and is asked to provide evidence to support that the bidder is fully certified and competent in door access control systems installation and service.

Each Respondent is asked to identify all key personnel who will perform and deliver the services in this RFP to EMCC. Please indicate relevant years of experience for each individual in providing similar services. This list must include the overall project manager, lead or senior installation / system technician(s), lead or senior software specialist(s), systems trainer(s), and any other key implementation team members. EMCC expects continuity of key team members for the duration of the project.

Each Respondent is asked to provide a short description of how the project will be managed including a description of the project management resources and techniques that will be used during the project to ensure its success - on time and within budget.

5.8 Experience Serving Higher Education Institutions / Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to Eastern Maine Community College that also had a similar scope. Please provide specific clients and detailed examples. The seven colleges of the Maine Community College System are each individually accredited institutions.

5.9 Value Added Offerings

EMCC is always considering creative, cost-effective solutions to increase efficiencies and decrease expenditures. Does your company offer integrated service programs that will add value? Please describe the details of the program including cost, structure, and the benefits to be realized by EMCC as an alternative to the proposal for consideration.

6.0 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by EMCC.

6.1 Functional Requirements

Basic System Information

Existing door access control equipment currently located and in service in both Kineo and Acadia Halls is beyond end of life and will not be re-used. Equipment removal is required as part of door conversion.

Existing exterior and interior handicap door operators are expected to remain in place. The system must accommodate for and integrate with the use of these operators, while maintaining secure operation of the door.

EMCC anticipates the following door quantities across a total of nine (9) buildings during this project:

- 114 doors (including 27 exterior + 88 interior) to be fully access-controlled with sensors and re-keyed
- 37 exterior emergency exit doors with appropriate sensors and re-keyed
- 24 doors (including 14 exterior + 10 interior) to be re-keyed only
- 10 overhead doors with appropriate sensors
- 97 interior door slab replacements

The bidder shall provide at least two copies of all device manuals, including any programming tools, software and hardware used to configure the devices to EMCC upon completion of the project.

The bidder shall perform all necessary tests of system operations and shall monitor systems activity and functionality during the installation. Documentation of tests shall be provided to EMCC upon completion of the project.

Any devices connected to the EMCC network will be capable of running on our existing TCP/IP network, configurable and manageable from authorized network connected computers via web browser. The EMCC network includes routers and gateways with multiple subnets. Therefore, control and management of the system shall be geographically independent.

Security of the system shall comply with modern industry standards, including TLS 1.2 encryption, regular patch maintenance and upgrades, etc.

Keying Plan (Optional)

EMCC prefers to work with a vendor that can also provide keying services and a keying plan, either directly or through sub-contract. However, we recognize that not all potential access control vendors are prepared to offer or capable of providing this service. Respondents who are able to provide keying services should clearly identify the charges associated with this service. Respondents who are unable to provide keying services should clearly identify this in their proposal so that EMCC can seek alternative arrangements to provide this service, if awarded.

Software Solution

Our preferred manufacturers have products that comply with these requirements.

The system must be capable of controlling access to areas by time, personnel, or other factors via software configuration. EMCC has reviewed a wide variety of software and hardware solutions and has indicated our preferences within these

requirements that allow for integration with current solutions as well as the scalability and flexibility to meet future demands.

EMCC prefers an “access control as a service” or “software as a service” cloud hosted model, where ongoing costs are represented in a subscription fee that includes all software upgrades, fixes, patches, training, configuration, etc.

The software package shall be compatible with Mercury controller hardware and all other hardware components selected as part of the bid.

The software solution (hardware, software, licensing, etc.) shall have capacity for at least 25% additional secure openings and capacity for at least 5,000 card holders. The solution shall be sized and licensed for at least 10 concurrent users and have capacity for unlimited total operators.

The software shall be capable of sending email alert notifications to operators.

The software shall have a configurable ‘Lockdown’ feature, allowing many or all doors to be secured quickly in the event of an emergency or other un-scheduled event.

Access control features including: multiple access levels and cards per personnel, detailed time specifications, multiple site locations (EMCC has two off-campus locations that may eventually be added to this solution), activation / expiration date/time by person with 1 minute resolution, access level disable for immediate lock-down, multiple holiday schedules, timed lock / unlock schedules, scheduled actions for arming inputs, activating outputs, locking and unlocking doors, detailed access and audit logging.

The system shall allow for viewing events in real-time and as historical events.

The system shall allow for grouping of multiple doors into single access-controlled areas.

The system shall allow for importing new cardholders from other systems, including SQL or LDAP datastores. Integration with Azure Active Directory via SAML is desirable.

The system shall have an API that allows for process customization.

The system should be able to produce a variety of reports, including but not limited to: reports identifying individuals who have not used their badge since a given date (last access), individuals with detailed information regarding card reader access, status of each credential issued (active, suspended, etc.), and card reader activity log.

Web / Mobile Management

The access control system shall provide a web-based management interface using industry standards. The access control system shall also have the ability to perform the most common management tasks from mobile devices.

Video Integration

The access control system shall be capable of integration with existing or planned video surveillance systems, where corresponding video and door access events can be reviewed through a common web interface.

Credentials

As part of this project, EMCC plans to implement a new DesFire EV1 card-based credential. Bidder shall include a quantity of 5,000 cards that meet EMCC's requirements and are compatible with selected card readers. Cards shall be standard PVC CR80 size 30 mil thickness plain white cards suitable for badge printing. EMCC will identify the encryption keys to be used with this credential during system configuration.

A badge printer and badge printing software is NOT required for this RFP. (EMCC will procure this solution separately.)

The credential solution must have the option to read cards via USB card reader, for example, via standard USB HID keyboard emulation type interface.

The ability to use personally owned mobile devices as a credential (ie. mobile credentials), supporting both Android and iOS devices, is desired. Ideally, mobile credentials could be issued as a second credential, managed distinctly from the card credential. Issuing mobile credentials are not required for the RFP – the system must simply be capable of reading and handling mobile credentials, with at least one mobile credential configured to prove the configuration.

Controllers / Control Panels

Controllers shall be Mercury-based hardware, wall-mounted, and secured in an approved enclosure. Substitutions will not be considered.

Controllers will monitor, power and control card readers, door position sensors, door strikes and locks, request to exit devices, read data encoded on cards and communicate with up-stream controllers or the software solution to process data.

All cables shall be run within an approved cable management system and shall be neatly dressed and labeled at the point of termination. All labels shall be clearly visible without removing wire way covering or wire management device.

Power Supplies

Access Control peripheral devices shall be powered by power supplies. Provide battery back-up sufficient for a minimum of four (4) hours of standby at the maximum rated load.

Power Supplies shall be sufficient for 25% expansion and contained within a wall-mounted UL Rated cabinet.

Power Supplies shall be monitored by the access control system for trouble conditions.

EMCC will be responsible for performing new 120 Volt A/C circuit installations. Coordinate 120 Volt A/C power installations with EMCC facilities staff.

Card Readers

All card readers must be compatible with Mercury hardware and selected software. Card readers shall support 26bit Weigand format or better and are required to operate on 13.56 MHz frequency. Card readers shall be mounted to a 1-gang box or mullion frame. Card readers mounted to mullion frames shall not be wider than mullion. All card readers shall be consistent in color and finish. All card readers shall be fully compatible with mobile device credentials.

The card reader shall read the encoded data from the access card and transmit the data back to the host controller, giving an audible and visual indication of a properly read card. Card readers shall have the capability to buffer card reads.

Card readers shall be fully weatherized, and shall have an operating temperature and humidity ranges suitable for the installation location.

In addition to the card readers required for door access, bidder shall include a quantity of six (6) card readers that have the ability to connect to a computer or other similar equipment and read card information via USB interface with the ability to configure output data to match a variety of formats, including keyboard emulation mode (or "keystroking"), standard HID keyboard mode and serial ASCII mode. (For future integration with existing print/copy control systems, dining hall access accounting, etc.) These six card readers will be exempt from the weatherization requirement.

Request to Exit (REX) Devices

All REX devices shall be compatible with Mercury hardware and selected software.

Door Position Sensor (DPS) Devices

All DPS devices shall be compatible with Mercury hardware and selected software. DPS shall be $\frac{3}{4}$ " recessed style.

Electronic and Mechanical Door Hardware

Electronic and mechanical hardware provided by contractor is to be Assa Abloy product. Substitutions will not be considered. New magnetic locks will not be accepted. Existing magnetic locks in use on-site will be discontinued.

Door Slabs

Replacement interior door slabs are required for Kineo Hall. Bidders are expected to provide the following door slabs - or 100% equivalent substitute, with installation as a component of the door access control system implementation:

VT industries Rotary Cut Natural Birch, bearing a 20 minute fire rating, pre-fit and factory prepped for hardware. Doors are to be hung on (2) Mckinney MPS60 4 $\frac{1}{2}$ "x4 $\frac{1}{2}$ " & (1) Mckinney MPB79 4 $\frac{1}{2}$ "x4 $\frac{1}{2}$ " hinges in US26D. Pemko, Smoke seal gasketing, S88 and Rockwood 608-RKW door silencers are to be installed.

System Programming and Configuration

The bidder shall provide initial programming and configuration for all applicable systems in the door access control solution. Programming shall include, but not be limited to: English-language description of each access control location, programming of equipment, programming of access control software, etc.

System Testing

The bidder shall perform system tests using personnel who are qualified for the task, as determined by the equipment manufacturer, and with test instruments as specified/directed by the manufacturer.

Upon completion of the installation of the door access control system, the bidder shall submit a written report that demonstrates all systems are free of errors and problems. This report will include, but is not limited to, the following information:

- A complete list of all equipment properly installed, programmed, functional, 100% operational, and in conformance with specifications herein.
- Test report of all devices, and equipment and summary of test performed.
- Test technician's name, company and date of test.

6.2 Preferred Manufacturers and Materials

EMCC prefers the following original equipment manufacturers.

Component	Preferred Manufacturer(s)
Controllers (no substitutions)	Mercury (Long Beach, CA)
Software Solutions	Feenics (Ontario, Canada) Genetec (Montreal, Canada)
Power Supplies	Life Safety (Mundelein, IL) Altronix (Brooklyn, NY)
Card Readers	HID (Austin, TX) Farpointe (Sunnyvale, CA) Wavelynx Technologies (Broomfield, CO)
Interior Doors	VT Industries (Holstein, IA)
Key Hardware (no substitutions)	Assa Abloy (New Haven, CT)
Request to Exit	Bosch (Stuttgart, Germany) Honeywell (Morris Plains, NJ)
Door Position Sensors	GE (Boston, MA) Honeywell (Morris Plains, NJ) GRI (Kimball, NE)
Credentials	HID (Austin, TX) Farpointe (Sunnyvale, CA) Wavelynx Technologies (Broomfield, CO)

Bidder shall identify the manufacturer and models of all products proposed. Strong preference will be given to proposals that include the preferred manufacturers listed here. Unless otherwise noted in this document, some substitutions will be acceptable, if they can be demonstrated to be of equal or better quality in all regards. Respondents are solely responsible for providing proof of product equality and project suitability to the satisfaction of the review committee.

Bidder shall provide, if possible, devices of one original equipment manufacturer. Modifications to devices that are necessary to conform to construction shown or specified shall be provided as required for the specified operation and functional features and modifications will be within manufacturer recommendations. All products shall be of the best grade and entirely free from imperfections in manufacture and finish.

6.3 Proposed Timeline

Please incorporate the following required components into your proposed timeline. Your proposed timeline should include all aspects of the project after project award through installation, testing, training, and project completion.

EMCC business must continue as normal with minimal interruption during the planned installation. Any service disruption to primary and secondary building entrances **MUST** be kept to a minimum. Doorways will not be rendered unusable during the installation period, unless previously planned, and for as short a time period as possible. All exterior doors must remain lockable and securable overnight and on weekends during the installation and implementation period. Temporary keys or credentials may need to be issued to maintained College operations.

After August 23, 2021 and through May 13, access to Kineo Residence Hall interior doors for student rooms will only be accessible for door removal, installation and configuration between December 20, 2021 and January 14, 2022. Additionally, a small number of these rooms (anticipated to be 10 to 15) may still be occupied by during the installation, and will warrant advanced scheduling and handling to ensure the safety and security of EMCC's residential students. Consideration for this must be included in your proposal.

Please be advised that MCCS and EMCC protocols in place to prevent the spread of COVID-19 on our campus must also be followed by all vendor staff working on our campus. Currently, these measures include answering screening questions as well as mask requirements. This requirement may impact worker productivity and project timelines.

6.4 Information Security

See Attachment C for a matrix to assist with providing the following information:

- 6.4.1 Requested Documentation
- 6.4.2 Information Security
- 6.4.3 Security Architecture
- 6.4.4 Facility Security
- 6.4.5 Resiliency
- 6.4.6 Compliance
- 6.4.7 Data Governance

Alternatively, an EDUCAUSE HECVAT report may be returned in lieu of answering questions in Attachment C.

7.0 TRAINING PROPOSAL

The Training Proposal must include a comprehensive plan for:

7.0.1 Training shall be provided by engineers or technicians highly skilled in the systems and certified by manufacturer as qualified to train in the particular systems.

7.0.2 Training shall be conducted at dates and times directed by EMCC and shall be provided for designated personnel.

7.0.3 Knowledge transfer and documentation covering the proposed solution, all necessary configuration, maintenance tasks, and opportunities for expansion & integration.

7.0.4 System management training for technical, facilities, and security personnel

7.5 Future training opportunities - new hires / role changes (self-paced, instructor led, etc)

7.0.6 Knowledge base information to support technical, facilities and security personnel

8.0 COST PROPOSAL

8.1 Cost Proposal

Include a complete cost proposal, separated out into the following six areas.

8.1.1 Door access control system hardware installation, including all controllers, readers, sensors, wiring, doors and door hardware, mechanical and electronic. Please break these costs down by building.

8.1.2 Software and license costs (including all service hosting) for the initial and additional contract duration specified in section 1. If applicable, break these costs down by building.

8.1.3 Configuration and setup costs including hourly rates for professional services. Where appropriate, please break these costs down by building.

8.1.4 Training costs for items specified in section 7.

8.1.5 Software and hardware maintenance and technical support costs providing at least Monday through Friday Next Business Day coverage for the initial and additional contract duration specified in section 1.

8.1.6 Optional peripheral systems, services and software packages.

8.2 Invoice Schedule

Please include a proposed invoice schedule showing amounts due as a percentage of the total project cost, by date or milestone reached.

8.3 Bonding Requirements

A bid bond is requested for this project, please include this in your submittal. A performance and payment bond and lien waivers will also be requested as part of the successful bid contract.

9.0 Interpretation of Contract Documents

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretation shall be made in writing via email at least three (3) or more business days before the proposal due date and submitted to: baudette@emcc.edu

Requests must bear the Email Subject line: "EMCC Door Access Control System Request" EMCC will acknowledge receipt of all interpretation requests through email within one business day.

Any interpretation made to a bidder will be issued in the form of an addendum to the contract/bid documents which, if issued, shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addenda shall become part of the contract/bid documents.

10.0 Taxation and Compliance

EMCC is an educational institution organized under the laws of the State of Maine, and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract. Exemption certificates will be furnished when required.

11.0 Evaluation and Scoring

Each bid proposal will be scored by the RFP evaluation committee, per MCCA purchasing policy using the following scoring matrix:

Category	Percentage Possible
BUSINESS PROPOSAL	15%
TECHNICAL PROPOSAL	25%
SECURITY	10%
TRAINING PROPOSAL	10%
COST PROPOSAL	40%
TOTAL	100%

Award will be made to highest scoring bidder according to the matrix above, whose products or solutions conform best to the RFP and College requirements, provided that all other requirements are satisfactorily met.

During the evaluation process, EMCC reserves the right where it may serve the College's best interest to request additional information or clarification from proposers, or to allow corrections of errors or omissions.

12.0 Terms and Conditions

Standard Terms and Conditions applicable to all MCCS Contracts are included in **Attachment D - MCCS TERMS AND CONDITIONS**.

EMCC reserves the right to conduct any tests it may deem advisable and to make all evaluations. The College reserves the right to reject any or all bids, in whole or in part and is not necessarily bound to accept the lowest bid if that bid is contrary to the best interest of the College. The College reserves the right to waive minor irregularities. Scholarships, donations or gifts to the College will not be considered in the evaluation of bids. A bid may be rejected if it is in any way incomplete or irregular. When there are tie bids, there shall be a preference for "in-state bidders". When the bids are either both in-state or both out-of-state, the award will be made to the bid that arrives first in Eastern Maine Community College's Information Technology Office.

Bidder assumes all costs of preparation of the bid and any presentations necessary to the bidding process.

Submission of a bid in response to this solicitation is certification that your firm (including all subcontractors) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that EMCC will be notified of any change in this status.

If a bidder feels that the specifications are written in a way that limits competition, a specification protest may be sent to Eastern Maine Community College's Director of Finance. Protests will be responded to within five (5) business days of receipt. Determination of protest validity is at the sole discretion of the College. The due date of the bid may be changed if necessary to allow consideration of the protest and issuance of writing as soon as identified, but no less than five (5) business days prior to the bid opening date and time. No protest against the award due to the specifications shall be considered after this deadline. Protest shall include the reason for the protest and any proposed changes to the specifications. Protest should be delivered to the Director of Finance's office in sealed envelopes, clearly marked as: "Door Access Control System Bid".

Bidders may appeal the award decision by submitting written protest to Eastern Maine Community College's Director of Finance within five (5) business days of the award

notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

Unless specified otherwise, all bids shall be valid for a minimum of 180 days from the due date of the bid.

Final scope of work will be at the discretion of EMCC. In **Attachment A – EMCC Buildings – Door Plan**, EMCC has listed all buildings in order of implementation priority. It is our intent to move forward with the entire scope of work as defined in this RFP. However, dependent on budget, available personnel, and other factors, EMCC may opt to remove some buildings from the final scope of work.

Attachment A – EMCC Buildings – Door Plan

EMCC Building	Exterior Doors – Card Access	Exterior Emergency Exit Doors - Key Access	Exterior Doors – Key Access Only	Exterior Overhead Doors – Key Access	Interior Doors – Card Access	Interior Doors – Key Access	Replace Interior Door Slab
Kineo Hall (R)	2	3	1		87	10	97
Acadia Hall (R)	1	3	1		57 (OOS)	9 (OOS)	66 (OOS)
Maine Hall	11	4	3	3	1	(OOS)	(OOS)
Katahdin Hall	4		9		(OOS)	(OOS)	(OOS)
Public Safety	2	6			(OOS)	(OOS)	(OOS)
Rangeley Hall	2	7		1	(OOS)	(OOS)	(OOS)
Schoodic Hall	2	4		2	(OOS)	(OOS)	(OOS)
Penobscot Hall	2	6		4	(OOS)	(OOS)	(OOS)
Johnston Gym	1	4			(OOS)	(OOS)	(OOS)
Penquis Higher Ed Center (O)	(OOS)	(OOS)	(OOS)	(OOS)	(OOS)	(OOS)	(OOS)
Katahdin Higher Ed Center (O)	(OOS)	(OOS)	(OOS)	(OOS)	(OOS)	(OOS)	(OOS)
TOTALS	27	37	14	10	88	10	97

KEY: (R) Student Residence
(O) Off-Site / Remote LAN
(OOS) Out Of Scope for This Project

Attachment B – EMCC Building Details

Kineo Hall

Primary residence hall. All primary exterior doors and all interior doors currently use an old SafLok access control system. Respondent will discontinue and remove this system from service during this project upgrade. All interior door slabs require replacement due to the old SafLok system installation. New door slabs are specified elsewhere in this RFP document. Designated primary exterior doors will be upgraded with card access and sensor devices. Emergency exit doors will be upgraded with sensor devices and re-keyed. All other exit doors will be re-keyed.

Acadia Hall

Secondary residence hall. This building is currently off-line due to lack of demand for residential services. All primary exterior doors currently use an old SafLok access control system. Respondent will discontinue and remove this system from service during this project upgrade. Interior doors use a mix of door hardware and are currently deemed to be out of scope for this project. Designated primary exterior doors will be upgraded with card access and sensor devices. Emergency exit doors will be upgraded with sensor devices and re-keyed. All other exterior doors will be re-keyed.

Maine Hall

Primary academic and administrative building. Designated entrance exterior doors will be upgraded with card access and sensor devices. Emergency exit doors will be upgraded with sensor devices and re-keyed. All other exterior doors will be re-keyed. Our primary data center is also located in this building, the interior door to the data center is the only interior door in this building to be upgraded to card access. Modifications to all other interior doors are out of scope for this project.

Katahdin Hall, Public Safety, Rangeley, Schoodic, Penobscot and Johnston Gym

Student services, academic and administrative buildings. Designated entrance exterior doors will be upgraded with card access and sensor devices. Emergency exit doors will be upgraded with sensor devices and re-keyed. All other exterior doors will be re-keyed. Interior doors are out of scope for this project.

Penquis Higher Education Center and Katahdin Higher Education Center

Off-site education centers located in Dover-Foxcroft and Millinocket. Both buildings are out of scope for this project. We would like to eventually manage these off-campus buildings through the same access control system.

Attachment C – Security Questionnaire

EMCC Vendor Security Questionnaire

<p>Cloud Services Solution - Vendor Information</p>		<p>EMCC reviews the IT security of all Cloud-based services that store, process, or transmit data that EMCC considers to be Sensitive or Restricted. Please provide the documentation requested below and complete the questionnaire.</p>
Requested Documentation		Comments
<p>Document Titles</p>		
<p>In addition to completing the questionnaire below, the following documentation should be provided to EMCC (as applicable or available without a nondisclosure agreement (NDA) - If clarification is needed on one or more security items, we will request additional information and address NDA measures at that time. Note that EMCC is a public entity, and this is a public bid, parts of your proposal could be subject to FOIA/FOAA request.)</p>	<p>Cloud Security Alliance Consensus Assessments Initiative Questionnaire (if Cloud service provider)</p> <p>A vulnerability, penetration, or ethical hack report prepared by a third party (not by the vendor)</p> <p>Any documentation that describes your technical and security infrastructure</p> <p>Data flow diagram (for college data processed by the application/service)</p>	<p>EMCC cannot validate and approve services or applications without supporting documentation. Please attach the requested documentation when returning the Security Questionnaire.</p>

Information Security	Information Security Questions	Comments and Notes
Management Program	Please describe your Security Management Program or attach a copy. Does your organization follow a particular security standard such as ISO-27001, ISO-22307, CoBIT, HITRUST, etc. or do you have your own?	
Policy Reviews	Can you notify us when changes are made to your security policies or procedures?	
User Access Policy	Please describe your employee termination procedures.	
Encryption Key Management	Will our data be encrypted at rest? What algorithm?	
	Will our data be encrypted in transit, including between servers? What algorithm?	
	Do you have an encryption key management system? If so, please tell us about it?	
Vulnerability / Patch Management	Do you conduct vulnerability scans of the servers?	
	Do you conduct application vulnerability scans?	
	Please explain your patching policy, timeframes, and procedures.	
Antivirus / Malicious Software	Do you have anti-malware or virus protection programs installed? Which programs?	
	How often are your malware/virus protection programs updated? How regularly are complete scans scheduled?	
Incident Management	How will you alert your clients if their data may have been breached? Do you have a documented security incident response plan?	
	Can you incorporate client-specific needs into your incident response plan?	
	Can you outline for us what responsibilities are ours, and what are yours for an incident?	
Incident Reporting	What method do you use for log management?	
	Does your logging and monitoring method allow for isolation of an incident to specific tenants?	

Incident Response Legal Preparation	How do you incorporate a "chain of custody" into your incident response plan?	
	Please share your procedures for forensic data collection and analysis?	
	Are you capable of supporting litigation holds (freeze of data from a specific point in time) for us?	
Asset Returns	Please share a copy of your Privacy Policy.	
Audit Tools Access	How do you restrict, log, and monitor access to your systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)	
Source Code Access Restriction	Please describe your Source Code Analysis process.	
Security Architecture	Security Architecture Questions	Comments and Notes
User ID Credentials	Please describe your identity management system and any options that are available to your clients.	
	Does your system support both role-based and context-based access to the data?	
	Do you support two-factor authentication? If so, what options are available?	
Data Security / Integrity	Is your Data Security Architecture designed using an industry-standard? (ex. CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP CAESARS)	
Application Security	Do you utilize NIST 800-64 (Security Considerations in the System Development Life Cycle) as the guideline for application development? Or, do you use another standard application security development framework?	
	Do you utilize an automated source-code analysis tool to detect code security defects?	
Data Integrity	Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?	
Production / Nonproduction Environments	Do you provide clients with separate environments for production and test processes?	

Remote User Multifactor Authentication	Is multi-factor authentication available for remote user access?	
Segmentation	Are systems and network environments logically separated?	
	Are systems and network environments segmented to allow isolation of restricted data?	
Wireless Security	What procedures are in place that require secure encryption for authentication and transmission during wireless transmission?	
	Have vendor default passwords been changed?	
Shared Networks	How is access to systems with shared infrastructure restricted to only appropriate personnel?	
Equipment Identification	How does the information system identify and authenticate devices before establishing a network connection?	
Audit Logging / Intrusion Detection	Are file integrity (host) and network intrusion detection (IDS) tools implemented?	
	Are audit logs protected from modification?	
Mobile Code	How is mobile code monitored and controlled in your system?	
	Is all unauthorized mobile code prevented from executing?	
Facility Security	Facility Security Questions	Comments and Notes
Policy	What policies and procedures exist for providing physical safeguards of the systems and environment?	
Controlled Access Points	What physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks, and security patrols) have been implemented?	
Secure Area Authorization	Where will the data be located? Backups? Alternate data center?	
Offsite Authorization	Are you able to alert us if the data is to be moved to a different location?	

Resiliency		Resiliency Questions	Comments and Notes
Business Continuity Planning		Please explain your backup strategy? Disaster Recovery plan? Business Continuity plan?	
Equipment Power Failures		What types of mechanisms and redundancies are implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)?	
Power / Telecommunications		Please share a data flow diagram of your systems as related to backups/mirrors/failovers?	
Compliance		Compliance Questions	Comments and Notes
Independent Audits		Please share your SAS70 Type II/SSAE 16 SOC2/ISAE3402 or similar third-party audit reports.	
		Do you conduct network penetration tests?	
		Do you conduct application penetration tests of your cloud infrastructure yearly or after any upgrade?	
		Please share your penetration test results.	
Third Party Audits		Are clients able to conduct their own vulnerability scans?	
Information System Regulatory Mapping		Do you have the capability to logically segment and recover data for a specific customer in the case of a failure or data loss?	
Risk Management		Is your organization insured by a 3rd party for losses?	
Data Governance		Data Governance Questions	Comments and Notes
Retention Policy		Do you have capabilities to enforce client data retention policies?	

Secure Disposal	Are you able to support secure deletion (ex. degaussing/cryptographic wiping) of archived data as determined by the client?	
	What happens to the data at the end of the contract?	
Nonproduction Data	Do you have procedures in place to ensure production data shall not be replicated or used in non-production environments?	
Information Leakage	Do you have controls in place to prevent data leakage or intentional/accidental compromise between tenants in a multi-tenant environment?	
	Do you have a Data Loss Prevention (DLP) or extrusion prevention solution in place for all systems which interface with your cloud service offering?	

Attachment D – MCCS Terms and Conditions

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:

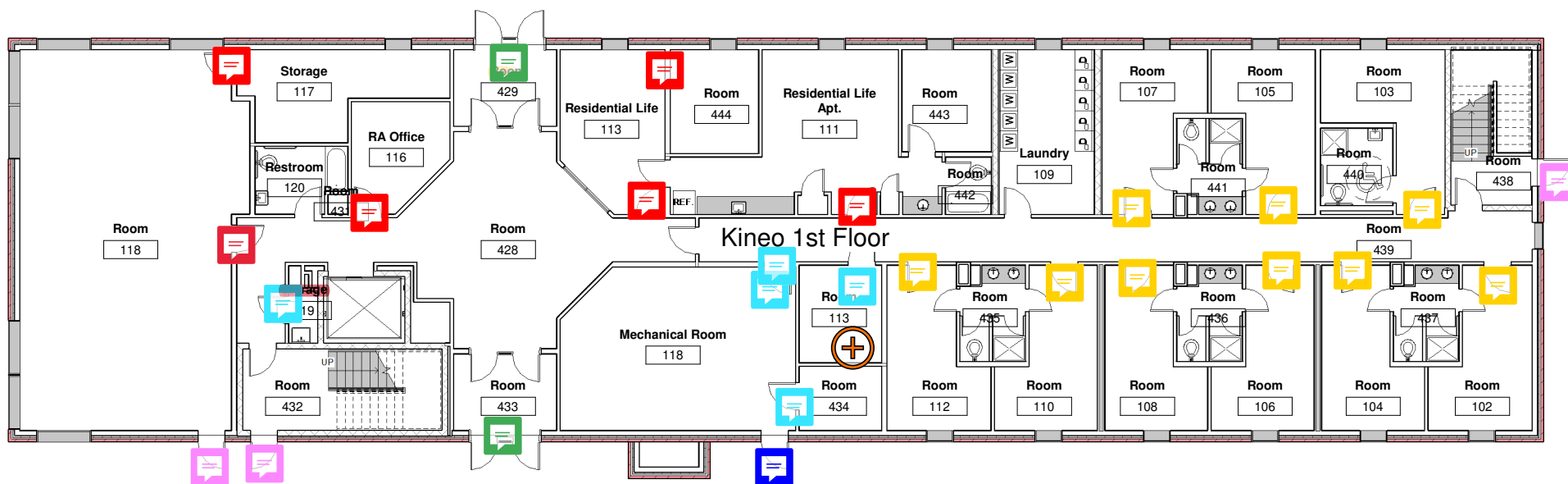
1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured 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. 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 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; 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.

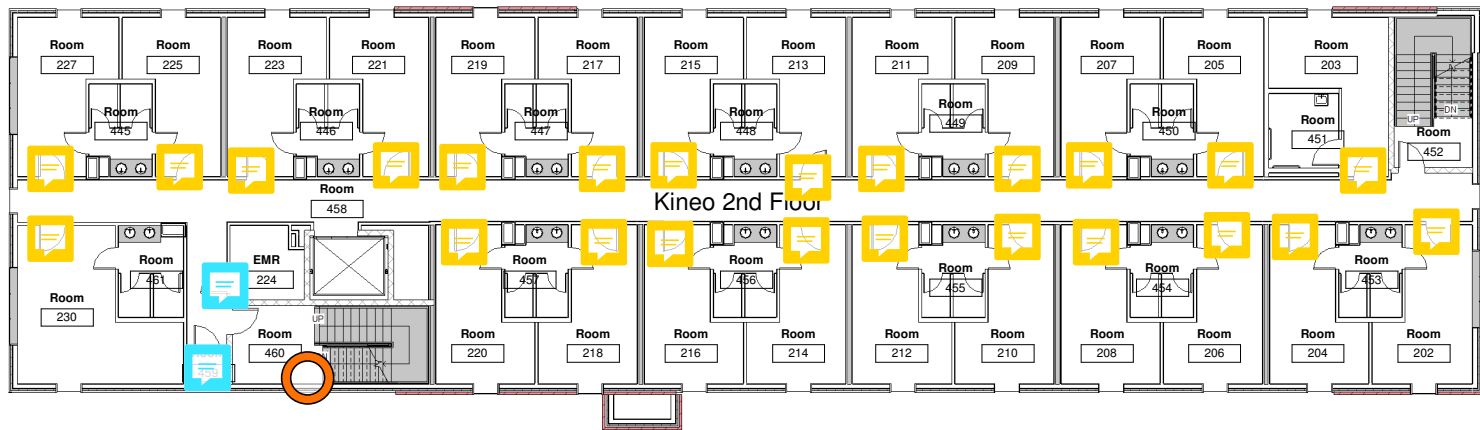
Attachment E – Campus Map and Building Diagrams

(multiple pages attached)

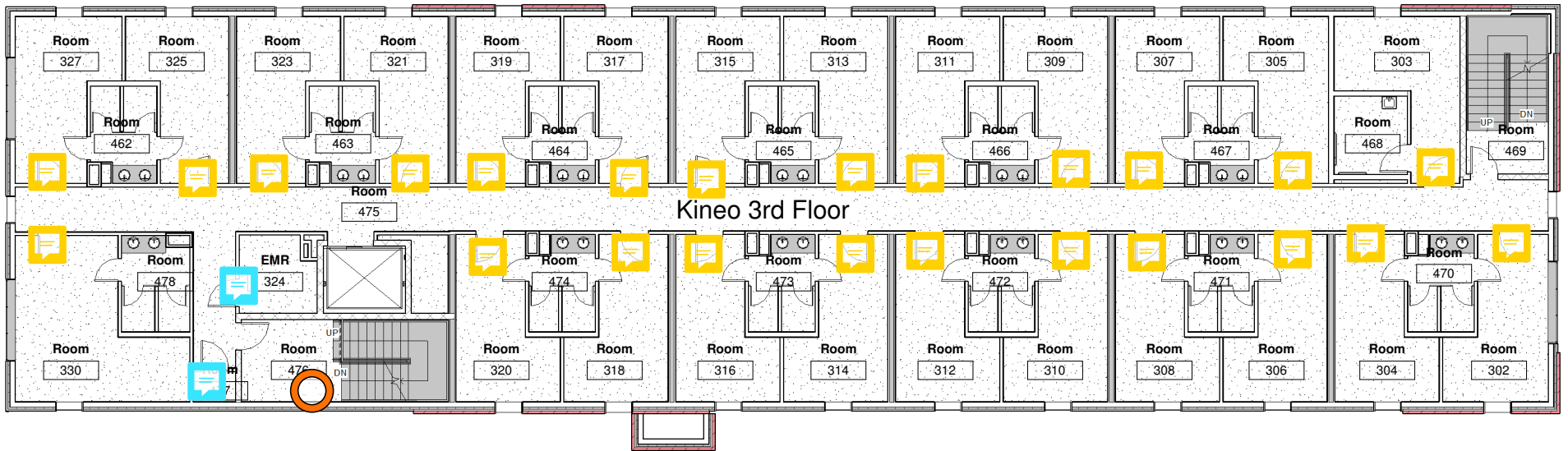


Kineo Floor 1
 2 exterior doors w/ card access
 3 exterior doors - emergency exit only
 1 exterior door - w/ key access
 15 interior doors w/ card access
 4 interior doors w/ key access

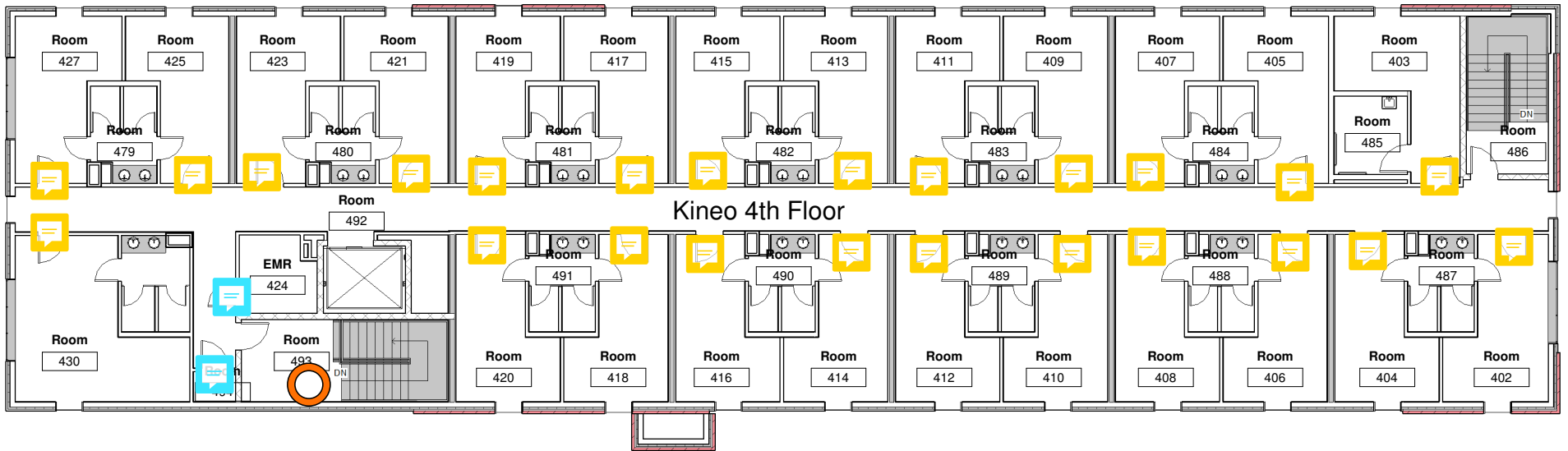
A4
2



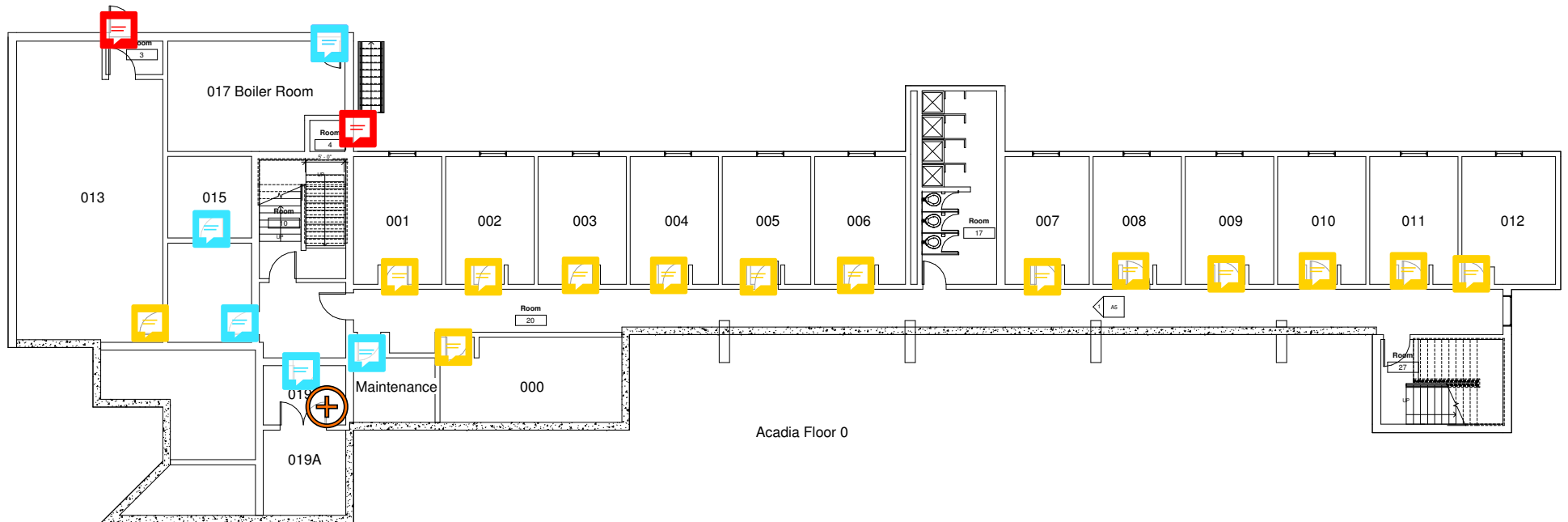
Kineo Floor 2
24 interior doors w/ card access
2 interior doors w/ key access



Kineo Floor 3
 24 interior doors w/ card access
 2 interior doors w/ key access

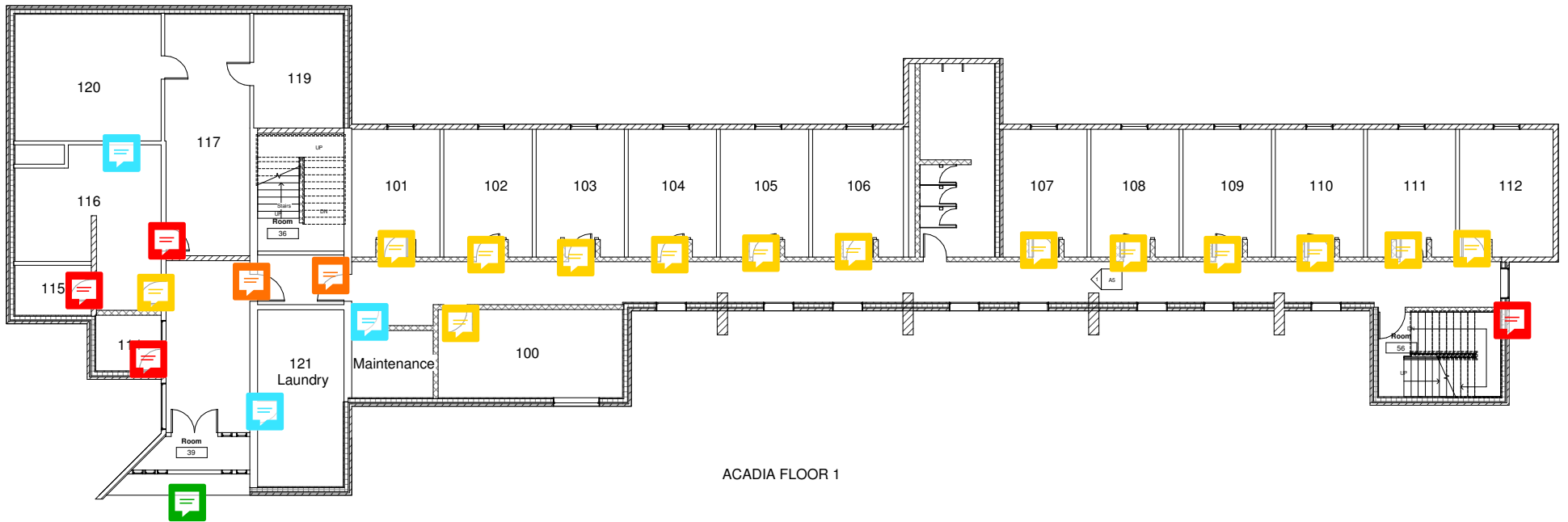


Kineo Floor 4
 24 interior doors w/ card access
 2 interior doors w/ key access

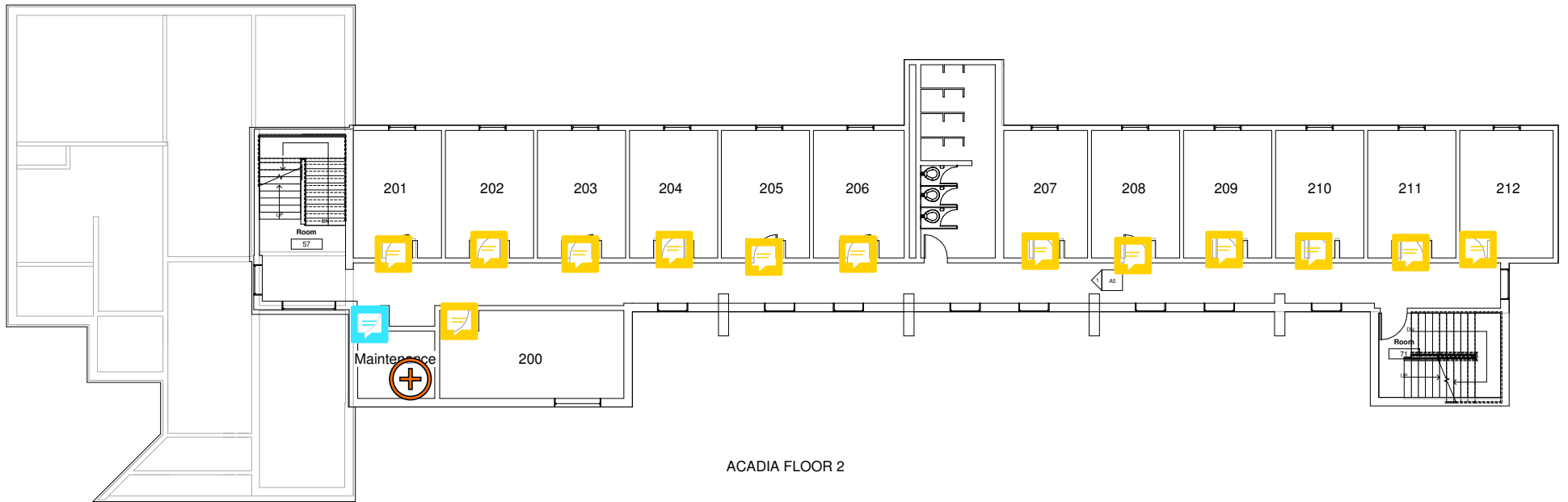


Acadia Floor 0

Acadia Floor 0
 2 exterior doors - emergency exit only
 1 exterior doors w/ key access
 14 interior doors w/ card access
 4 interior doors w/ key access

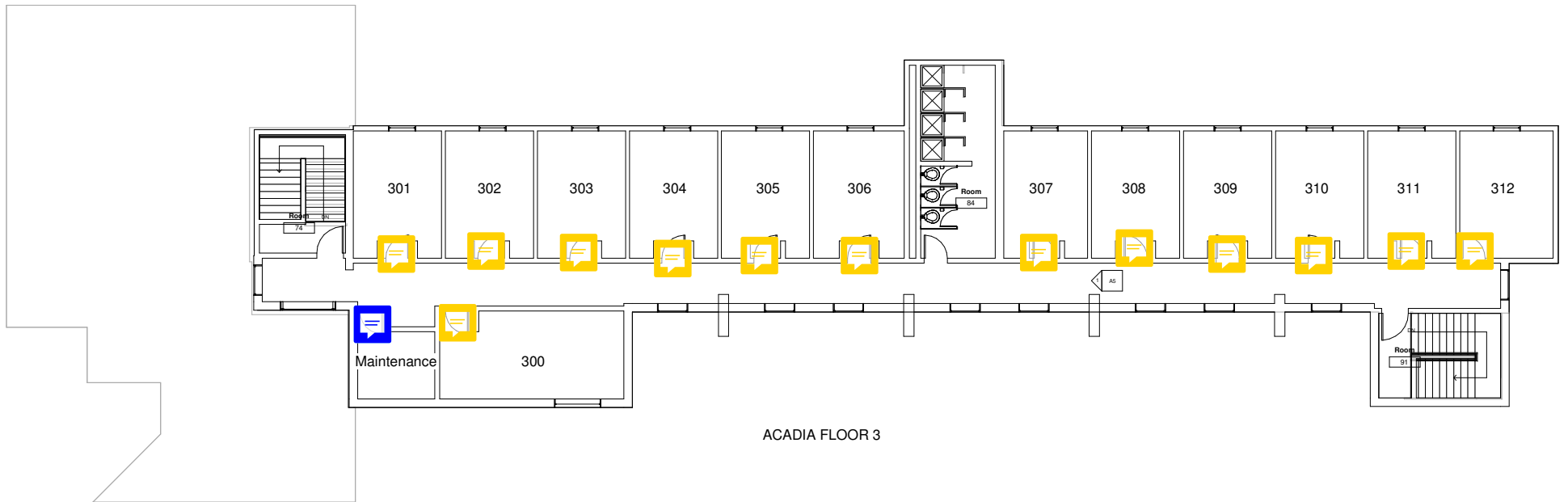


Acadia Floor 0
 1 exterior door w/ card access
 1 exterior door - emergency exit only
 17 interior doors w/ card access
 3 interior doors w/ key access



ACADIA FLOOR 2

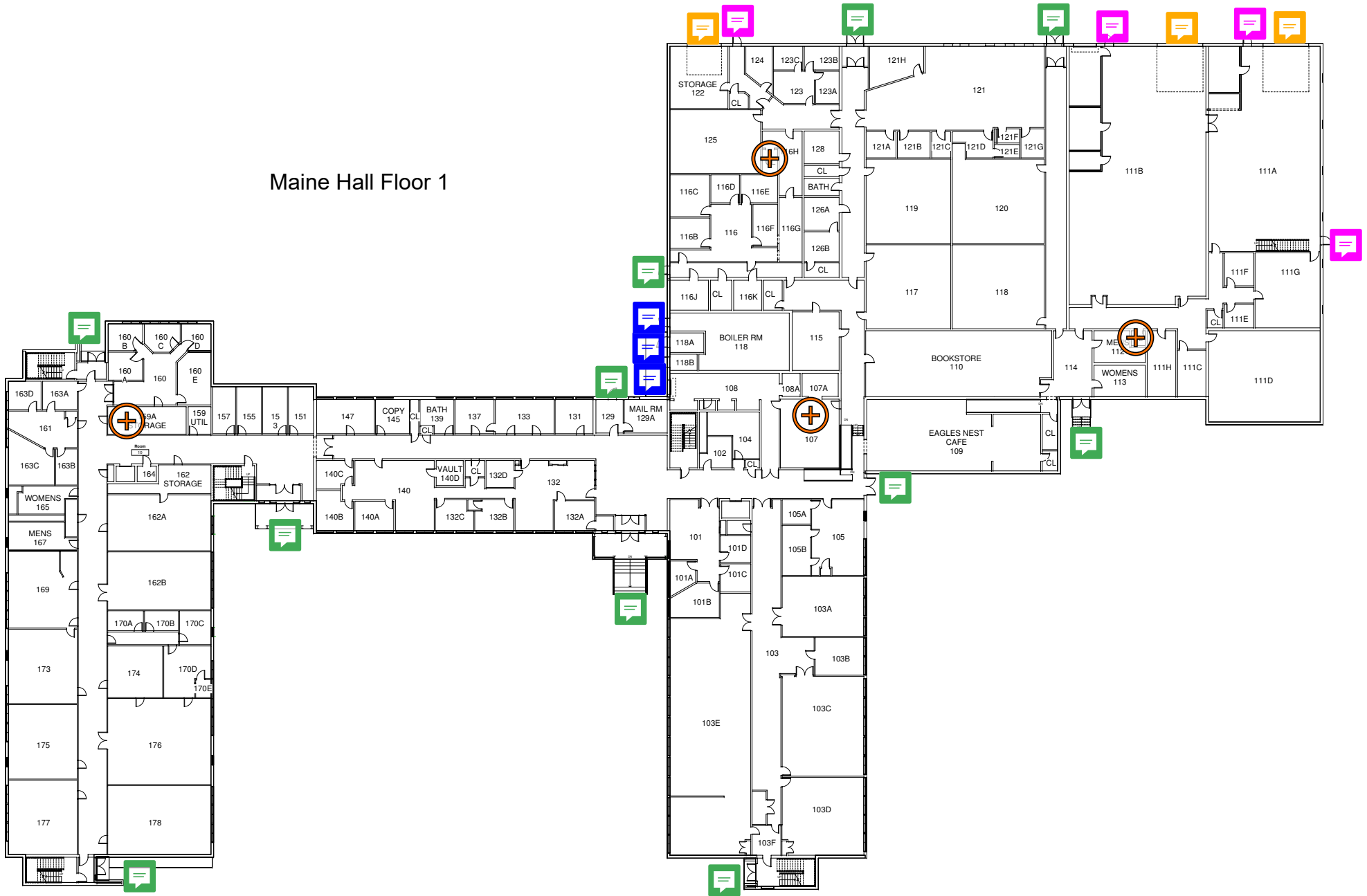
Acadia Floor 2
13 interior doors w/ card access
1 interior doors w/ key access



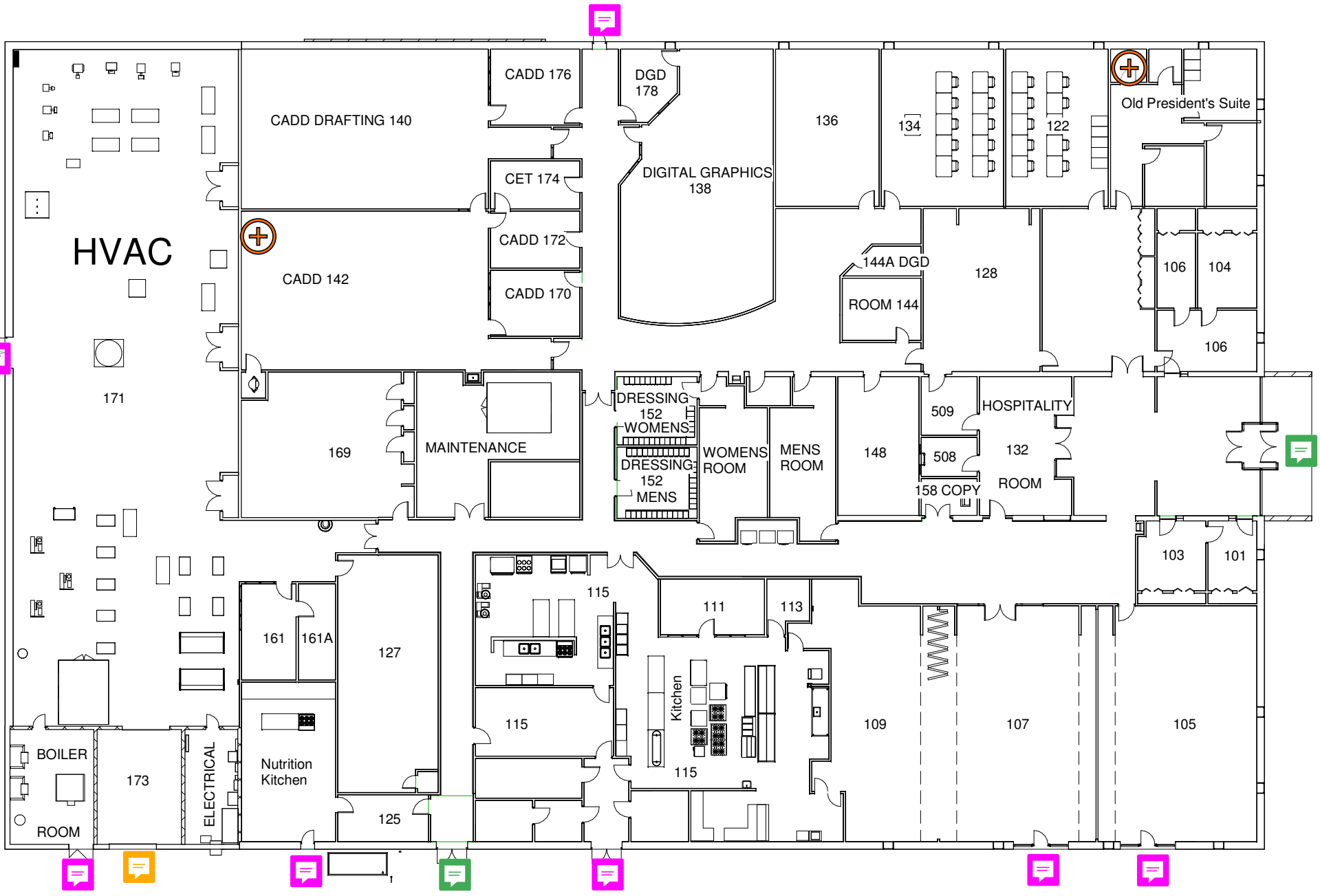
ACADIA FLOOR 3

Acadia Floor 3
13 interior doors w/ card access
1 interior door w/ key access

Maine Hall Floor 1

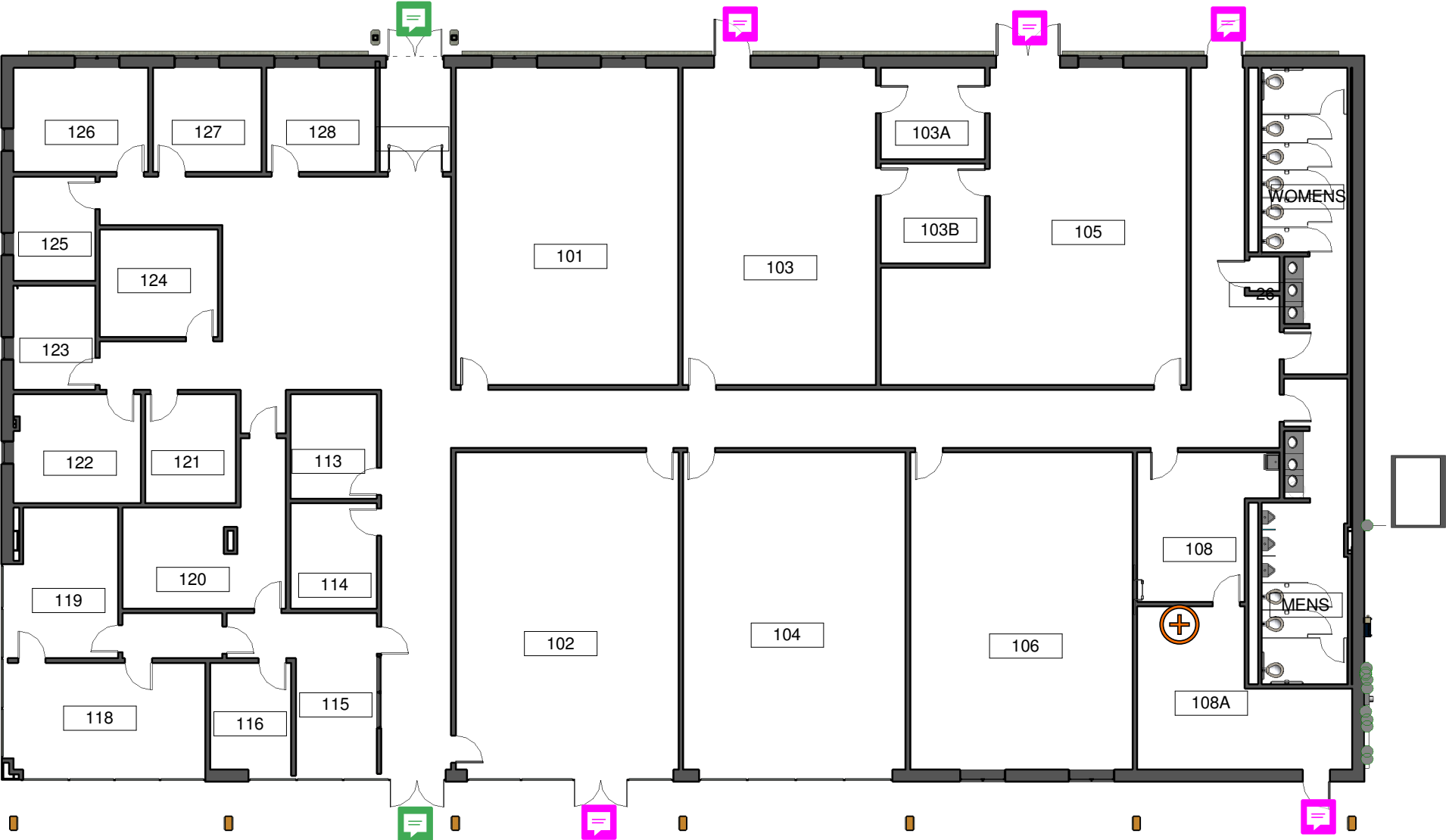




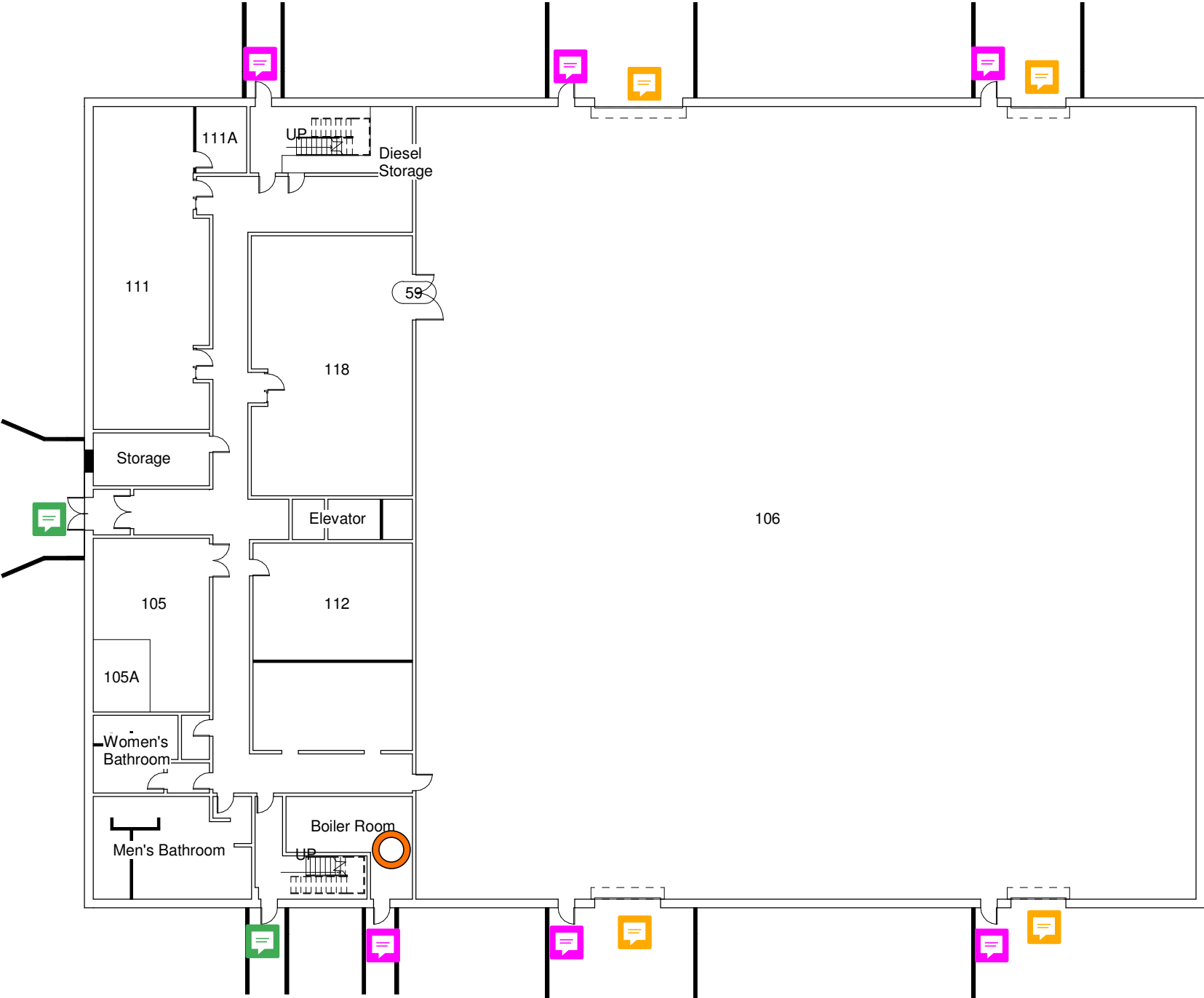


Rangeley Hall

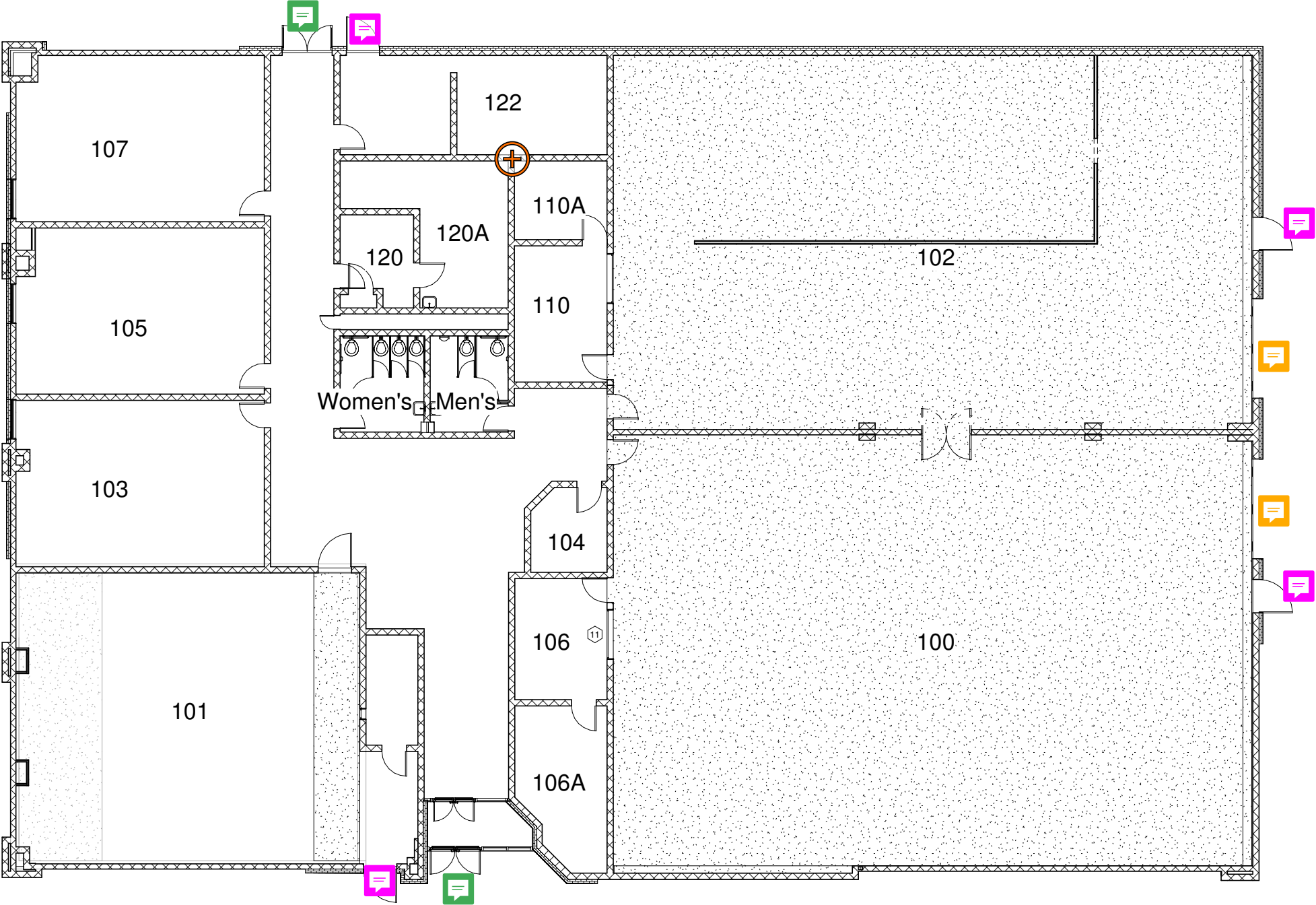
Public Safety



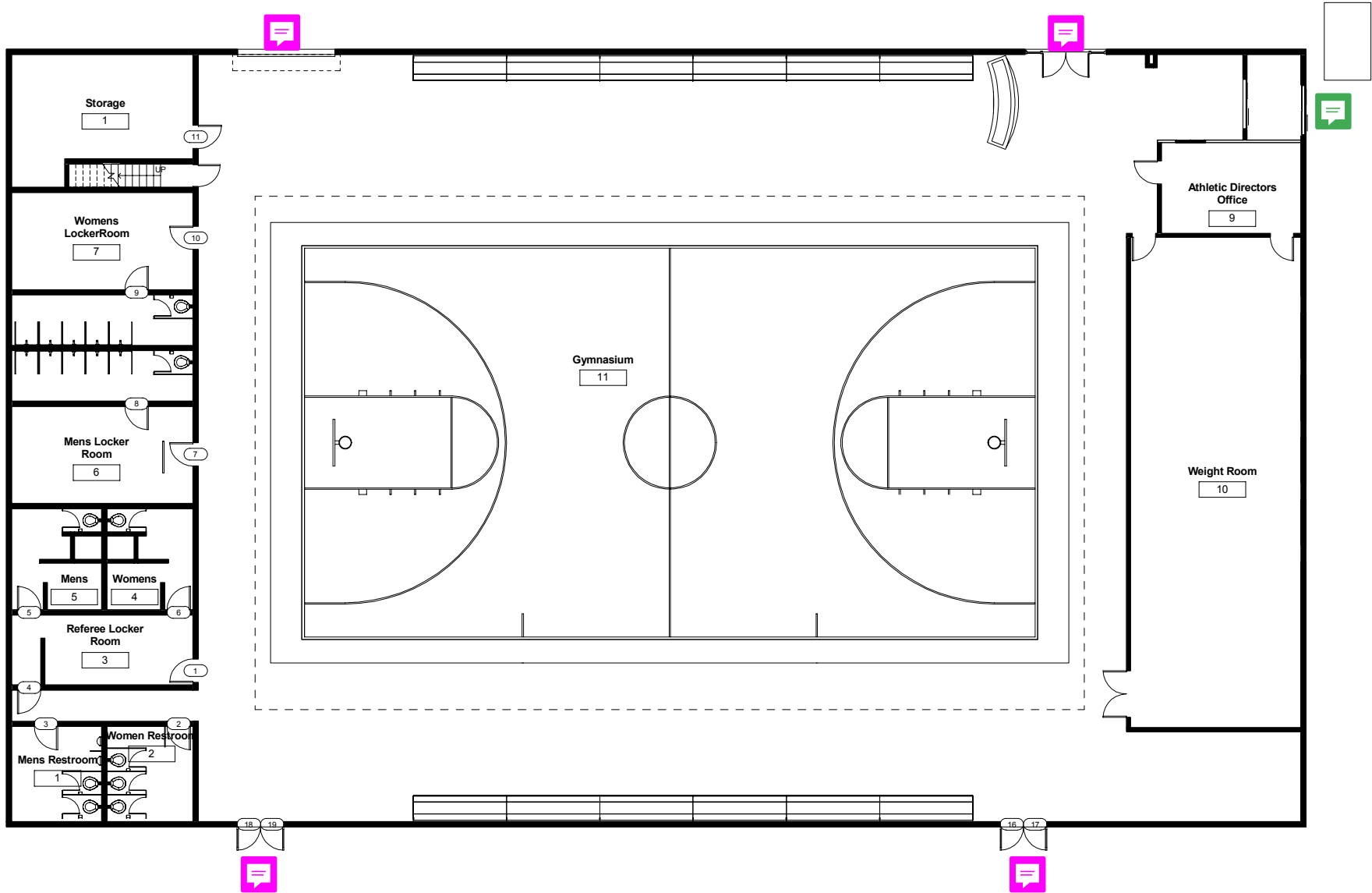
Penobscot Floor 1



Schoodic Hall



Johnston Gym



Attachment F – MCCS Standard Contract

MAINE COMMUNITY COLLEGE SYSTEM (MCCS) STANDARD CONTRACT

- | | | | |
|--------------------|-------|----------------------|-------|
| 1. Campus: | _____ | 4. Termination Date: | _____ |
| 2. Account Number: | _____ | 5. Contract Number: | _____ |
| 3. Dollar Amount: | _____ | | |

CONTRACTOR INFORMATION:

Status (check one):

- _____ 1. An individual doing business as _____
- _____ 2. A partnership _____ (company name)
- _____ 3. A corporation of the State of _____
- _____ Other (please identify): _____

Address of principal office:

Street: _____

City & State & Zip: _____

The Employer Identification Number or Social Security Number, if applicable, is:

THIS CONTRACT, made this _____ day of _____, 2015 is by and between _____

(“Contractor”) and (check one):

- A) _____ Maine Community College System Office (“MCCS”).
- B) _____ Eastern 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. _____
- _____
- _____

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

_____ **A.** Work when called by College/MCCS.

_____ **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 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: 354 Hogan Road
Bangor, Maine 04401

5. **EFFECTIVE DATES:** This Contract shall take effect on _____ and terminate not later than _____

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 the Contractor by duly authorized representatives have executed this Contract in **three** originals as of the day and year first above written.

MCCS:

EASTERN MAINE COMMUNITY COLLEGE

Institution Name

By: _____
Authorized Signature

_____, President
Typed Name and Title

**APPROVED, DIRECTOR OF FINANCE,
EMCC**

By: _____

CONTRACTOR:

Contractor Name

By: _____
Authorized Signature

Typed Name and Title

Date: _____

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.** The Contractor understands and agrees that Contractor will not receive retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and 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 Service and/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 the 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 THE WORK.** MCCS may order changes in work. In the event such changes are ordered, the Contractor sum shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the 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.** The 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 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 a 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.** The Contractor warrants that it has not employed any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract, and that it has not paid, or agreed 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.** The 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, material men, 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.** The 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 affected 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 unmitigable 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.