



OFFICE OF THE PRESIDENT
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REQUEST FOR PROPOSALS
Human Resources Consulting Services
Employee Position Classification Program

RFP Issue Date: November 19, 2021
Submission Deadline: January 3, 2022
RFP Issued By:

Robert Nadeau, Esq.
Chief Counsel for Labor and Employment
Maine Community College System
323 State St
Augusta, ME 04330

Proposals received by 5:00pm (EST) Monday, January 3, 2022, will be considered. Please send one original, six copies, and an electronic version (via email to the RFP coordinator halbert@mccs.me.edu or flash drive) of the proposal to:

Heather Albert
Human Resources Specialist
Maine Community College System
323 State St
Augusta, ME 04330

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Section I: Public Notice

Maine Community College System
Request for Proposals
Human Resources Consulting Services
Employee Position Classification Program

The Maine Community College System is seeking proposals from a human resources consulting firm to create a professional employee position classification program for the positions within one of the System's bargaining units.

A copy of the RFP can be found on our website at <https://www.mccs.me.edu/request-for-proposals/>.

Proposals must be submitted to the RFP coordinator by 5:00pm EST, Friday, January 3, 2022.

Maine Community College System
Attn: Heather Albert
323 State St
Augusta, ME 04330

Submissions must include one original, six copies and one electronic copy emailed to halbert@mccs.me.edu or via flash drive. Review of qualifications will begin immediately and remain open until a firm is selected.

The Maine Community College System is an equal opportunity/affirmative action institution and employer. For more information, call the Affirmative Action Officer at 207.629.4000.

Section 2: Introduction

The Maine Community College System (MCCS) seeks the services of a qualified Human Resources Consultant with expertise in professional employee position classification programs. Preference will be given to firms who have demonstrated experience with public sector employers, higher education, and unionized environments.

The scope of this particular classification program will be for one of the System's collective bargaining agreements with approximately 200 System employees.

Section 3: General Information

- a) The Maine Community College System consists of 7 colleges and the System Office. Site locations are as follows:

Central Maine Community College	Auburn
Eastern Maine Community College	Bangor
Kennebec Valley Community College	Fairfield/Hinckley
Northern Maine Community College	Presque Isle
Southern Maine Community College	South Portland/Brunswick
Washington County Community College	Calais
York County Community College	Wells
System Office	Augusta

- b) Your firm's proposal must remain in effect for a minimum period of one hundred fifty (150) days following the RFP opening date in order to allow for sufficient time for evaluation, approval, and issuance of award notice. The successful firm's offer will remain firm for the duration of any resulting award and extensions.
- c) MCCS reserves the right to reject any or all proposals and to request any additional information it deems necessary to supplement the proposals and/or to reach agreement.
- d) By submitting a proposal, your firm acknowledges complete understanding of and willingness to comply with all of the instructions, conditions, specifications, and requirements contained in this RFP.
- e) By submitting a proposal, your firm agrees that neither you nor any other agent or representative of your firm will initiate any communications to promote or advertise your proposal to any staff or faculty of the System or the MCCS Board of Trustees, except in the course of MCCS sponsored inquiries, briefings, interviews, or presentations.

- f) The MCCS anticipates making one award as a result of the RFP process. The MCCS, however, reserves the right to make one or multiple awards, to exercise its judgement in making an award, and to act in the best interest of the System.
- g) When this document is signed and submitted, this proposal constitutes an offer to perform in accordance with the terms and specification as stipulated herein.

Section 4: Timeline

Action	Date
RFP issue date	November 19, 2021
Written questions due to RFP coordinator	December 10, 2021
MCCS issues response to written questions	December 17, 2021
Proposals due	January 3, 2022 by 5pm EST
Review of proposals by MCCS	January/February 2022
RFP Presentations by firms making proposals	February 2022
Contract commencement	Established by a completed and approved contract.
Contract completion	January 1, 2023

Section 5: Proposal Submittal Requirements

Proposal format must be consistent with the information requested below:

1. Bidder's Information
 - a. Provide qualifications and experience in creating and maintaining an employee classification program
 - b. Provide a brief narrative of the firm's understanding of applicable legal requirements and best practices regarding employee classification within a unionized environment
 - c. Firm's organizational chart
 - d. Three references

2. Proposed Services
 - a. Position classification methodology and structure
 - b. Technology plan describing the program's computerized component including, but not limited to:
 - i. Online tracking system
 - ii. Document library
 - iii. System access (*employee self-service, supervisors, etc.*)
 - iv. Integration capability (*e.g. Human Resources Information Systems, Payroll, etc.*)
 - v. Reporting and analytics
 - vi. Customization
 - vii. Security
 - c. Transition plan from current program
 - i. Training plan and materials
 - ii. Ongoing support, maintenance, and resources

3. Cost Proposal
 - a. Performance guarantees

Section 6: Contract Terms and Conditions

- a) The contract term ("Term") of the contract (to be prepared by MCCS and signed by all parties) will begin on or about March 1, 2022, and end on December 31, 2022. MCCS shall have the option to renew or extend the contract by providing the firm with one hundred twenty (120) days written notice of renewal or extension prior to the expiration of the Term.
- b) Termination
 - 1) Termination With Cause. The firm shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and practices. If the firm shall fail to fulfill or perform any material obligation under the contract (to be established upon the selection of a firm) and such failure shall continue for fourteen (14) days following written notice (the "Default Notice") from MCCS to the firm informing the firm of its failure to fulfill or perform said material obligation, then MCCS may terminate the contract by providing the firm with written notice (the "Termination Notice").
 - 2) Termination Without Cause. MCCS may terminate the contract at any time by providing the firm with thirty (30) days written notice.
 - 3) Termination For Bankruptcy/Insolvency. MCCS may terminate the contract immediately upon written notice to the firm if the firm becomes (i) insolvent; (ii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding; or (iii) proceedings in bankruptcy or insolvency are instituted against the firm, a receiver is appointed, or if any substantial part of the firm's assets is the object of attachment, sequestration or other type of comparable proceeding, and such proceeding is not vacated or terminated within thirty (30) days after its commencement or institution.
- c) The MCCS contract administrator will be the Chief Counsel for Labor and Employment, or designee, for any contract that results from this RFP.
- d) The firm shall be responsible for any attorney and/or court fees in the event the firm defaults and court action is required.
- e) The firm agrees to comply with all applicable national, state, and local laws and regulations ("Applicable Laws"), including but not limited to relevant employment laws, in the course of providing services under this Agreement, including but not limited to the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act, as well as MCCS's and the Colleges policies concerning such laws. Neither Party shall take any action or omit to take any action that would jeopardize or endanger in any manner MCCS' s and the Colleges licensure, accreditation, federal, state or local tax status or exemptions, or eligibility to contract with or receive grants or financial assistance from the United States government or participate in any manner in federally related student loan programs.

- f) Except as required pursuant to Applicable Laws, the firm agrees not to disclose or to use, directly or indirectly, except as contemplated in this Agreement, any proprietary or confidential data, trade secrets or other information relating to MCCS and the Colleges or their affairs (including the information and terms contained in this Agreement) which may be disclosed to, or become known by, the firm in connection with the services or the firm's performance of this Agreement.
- g) By submitting a Proposal, your company acknowledges complete understanding of and willingness to comply with all of the Standard Agreement To Purchase Services / Standard General Provisions included in Attachment A.
- h) The firm must demonstrate a commitment to valuing diversity and contributing to an inclusive environment. The System is committed to building and sustaining an equitable and inclusive working environment where diversity among students, staff and faculty is valued.

Section 7: Attachment A

**MCCS Standard Agreement to Purchase Services and
Standard General Provisions**

I. PARTIES

This Agreement (“Agreement”) is by and between the Maine Community College System (“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: Robert P. Nadeau, Esq. Title: Chief Counsel for Labor and Employment
Address: 323 State Street, Augusta, ME 04330 Telephone: 207-629-4009
Email: rnadeau@mccs.me.edu

Attachment A
MCCS Standard Agreement to Purchase Services and
Standard General Provisions - *continued*

The Administrator of this Agreement for the provider of services shall be:

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

VI. 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
- Fifth: Notice to Vendors and Bidders

VII. 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 of Services:

By: _____ Date: _____
Printed Name: _____
Position: _____

Section 8: Rider A

MCCS Standard General Provisions

1. **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. MCCS will process approved payments within 30 days.

2. **INDEPENDENT CAPACITY**

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 MCCS.

3. **BENEFITS AND DEDUCTIONS**

If the Provider is an individual, the Provider understands and agrees that he/she is an independent contractor for whom no Federal or State Income Tax will be deducted by MCCS, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to MCCS 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 MCCS 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.

4. **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.

5. **CHANGES IN THE WORK**

The Agreement Administrator may order changes in the work, 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.

6. **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.

7. **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.

8. EMPLOYMENT AND PERSONNEL

The Provider shall not employ or otherwise engage any person who is a current or former employee or director of MCCA without the prior written consent of the Agreement Administrator. The Provider shall cause the foregoing provision to be inserted in any subcontract for any work covered by this Agreement so that such provision is binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. 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, MCCA 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.

10. 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 MCCA or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

11. TERMINATION

The performance of work under the Agreement may be terminated by MCCA in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of MCCA. Any such termination shall be affected by 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.

12. MCCA AND GOVERNMENTAL REQUIREMENTS

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE

MCCS 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, severe shortage of fuel, power or raw materials, change in law, 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.

19. 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.

20. 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.

21. EQUAL EMPLOYMENT OPPORTUNITY

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

a. The Provider shall not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation. 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 in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.

b. 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.

c. 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.

d. 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 their agency by any individual as well as any lawsuit regarding alleged discriminatory practice.

e. 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.

f. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.

g. 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.

22. EMPLOYMENT AND 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 MCCA policies on Nepotism and Conflict of Interest. The Provider shall not engage on a full-time, part-time, or other basis during the period of this Agreement, any other personnel who are or have been at any time during the period of this Agreement in the employ of any college or other component part of MCCA, except regularly retired employees, without the written consent of the college or system president as appropriate. Further, 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 MCCA 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.

23. MCCA EMPLOYEES NOT TO BENEFIT

No individual employed by MCCA 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 MCCA policies on Nepotism and Conflict of Interest. No other individual employed by MCCA 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.

24. UNILATERAL CHANGES

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

25. 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.

26. 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 the Maine State Legislature or Maine courts, then M CCS is not obligated to future payments for work not yet performed under this Agreement.

27. 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; and does not agree to permit any automatic renewal for term(s) greater than month-to-month.

28. APPROVAL

This Agreement must comply with the M CCS policy on Contracts before it can be considered a valid, enforceable document.

Section 9: Attachment B

Notice to Vendors and Bidders

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

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

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys’ fees, costs, expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed; and
9. Automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other offer to do business with MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated into any agreement entered into between MCCS and your entity; that such terms and condition shall control in the event of any conflict with such agreement; and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.

**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 M CCS to conclude that no portions are so exempt; and that your entity will 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 some or all of your submitted materials and/or contract, if any, executed between M CCS and your entity.