

MAINE COMMUNITY COLLEGE SYSTEM

REQUEST FOR PROPOSAL FOR MANAGEMENT OF THE MCCS BOOKSTORES

RFP ISSUE DATE: February 12, 2021
PROPOSAL DUE DATE: March 5, 2021
ISSUED BY:

Pamela J. Remieres-Morin
Chief Financial Officer
Maine Community College System
323 State Street
Augusta, Maine 04330

Proposals received by 4:00 p.m. (Eastern Standard Time) Friday, March 5, 2021 will be considered. One (1) original and an electronic version (via email and/or USB flash drive) of the Proposal should be delivered to:

Pamela J. Remieres-Morin
Chief Financial Officer
Maine Community College System
323 State Street
Augusta, Maine 04330
premieres@mccs.me.edu

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NOTE: To simplify the review process for the MCCS Administration and Bookstore Assessment Committee and to assist in making valid comparisons between the Proposals, the format for all Proposals must be consistent with the format outlined in Section 6, “Proposal Submittal Requirements.” In addition, the Customized Bookstore Services (Attachment A) must be completed, and the Financial Bid Form (Attachment B) must be completed and signed by an authorized company representative.

SECTION 1: INSTRUCTIONS & TIMELINE

1.1 General Information

- a. Maine Community College System (MCCS) invites your company to submit a Proposal for Management of the MCCS Bookstores for a term of three (3) years, beginning July 1, 2021, with the option to renew the contract for two one-year renewal terms.

The MCCS Bookstores, as defined in this Request For Proposal (RFP), include the Bookstores at the following institutions:

INSTITUTION	CURRENT FORM OF BOOKSTORE MANAGEMENT
Central Maine Community College (CMCC)	Contracted
Eastern Maine Community College (EMCC)	Contracted
Kennebec Valley Community College (KVCC)	Contracted
Northern Maine Community College (NMCC)	Contracted
Southern Maine Community College (SMCC)	Contracted
Washington County Community College (WCCC)	Contracted
York County Community College (YCCC)	Contracted

- b. Your company'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 contractor'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 company 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 company agrees that neither you or any other agent or representative of your company will initiate any communications to promote or advertise your Proposal to any staff or faculty of the institutions, or to any institution's or MCCS Board of Trustees, except in the course of MCCS sponsored inquiries, briefings, interviews, or presentations.
- f. When this document is signed and submitted, this Proposal constitutes an offer to perform in accordance with the terms and specifications as stipulated herein. MCCS reserves the right to negotiate final terms with the successful bidder.

1.2 **Timeline**

The Timeline of key dates is as follows:

ACTION	DATE
RFP Issue Date	Friday, February 12, 2021
Contact Pamela Remieres-Morin to Confirm Receipt of the RFP and to Confirm Attendance at the Bidders Conference	No Later Than Tuesday, February 16, 2021
Suggested Bidders Conference via Zoom	Wednesday, February 17, 2021
Bidders Written Questions Due	Friday, February 19, 2021
MCCS Issues Responses to Written Questions	Wednesday, February 24, 2021
Proposals Due	Friday, March 5, 2021
Review of Proposals by MCCS	March 2021
Presentations by Contractors	Monday, March 29, 2021
Award Date	Friday, April 2, 2021
Contract Commencement	July 1, 2021

MCCS reserves the right to revise the Timeline at its sole discretion.

1.3 **Suggested Bidders Conference / Site Visits**

- a. **The Suggested Bidders Conference / Site Visits will take place on Wednesday, February 17, 2021 at 2:00 p.m. EST, via Zoom.**
- b. **Contractors should confirm receipt of the RFP and attendance at the Suggested Bidders Conference by contacting Pamela Remieres-Morin, Chief Financial Officer, MCCS, no later than Tuesday, February 16, 2021.** Attendance at the Suggested Bidders Conference, including the names of company representatives who will attend, must be confirmed via e-mail with Pam Remieres-Morin. Contact information is as follows:
Pamela J. Remieres-Morin
Chief Financial Officer
Maine Community College System
323 State Street
Augusta, Maine 04330
e-mail: premieres@mccs.me.edu
telephone: 207-629-4018

1.4 **Questions And Requests For Additional Information**

- a. Questions regarding clarification to the contents of the RFP will be accepted, in writing, from the time of RFP receipt by prospective contractors until **2:00 p.m. (Eastern Standard Time) Friday, February 19, 2021.**
- b. All inquiries MUST be made in writing via e-mail to Pam Remieres-Morin, Chief Financial Officer, MCCS, at premieres@mccs.me.edu.
- c. One hundred percent (100%) of the communication from contractors during this entire RFP process must be solely with Pam Remieres-Morin or her designee.

1.5 **Proposal Receipt**

- a. Proposals received by **4:00 p.m. (Eastern Standard Time) Friday, March 5, 2021 via email** will be considered. Proposals received after the due date will not be considered. All Proposals must be in writing and must be executed by an authorized officer of the prospective contractor. One (1) original and an electronic version (via email and/or USB flash drive) of the Proposal should be delivered to:

Pamela J. Remieres-Morin
Chief Financial Officer
Maine Community College System
323 State Street
Augusta, Maine 04330
e-mail: premieres@mccs.me.edu
telephone: 207-629-4018

- b. MCCS reserves the right to select one or none of the Proposals submitted.

1.6 **Presentations**

- a. After review of the Proposals, qualified prospective contractors may be invited to make oral presentations of up to ninety (90) minutes in length on **March 29, 2021.**

SECTION 2: INTRODUCTION

2.1 Invitation

MCCS recognizes that the traditional college bookstore business is in a transformational period, and it is the intent of MCCS to be on the cutting edge of campus retail services. Therefore, MCCS has initiated this Request for Proposal process and is seeking an innovative and proactive partner that is on the cutting-edge of campus retail services to effectively serve the MCCS community. MCCS goal is to provide innovative, state-of-the-art retail services that will result in the following:

- Improved affordability for MCCS Students by reducing and minimizing course materials costs. The intent of MCCS is to move towards an equitable access books and tuition model.
- Improved customer satisfaction through cutting-edge retail innovation.
- Increased market share.
- Increased financial contribution to participating institutions, while achieving the qualitative and service goals of this RFP.

Elements of innovative, state-of-the art campus retail services; should include, but not be limited to, the following:

- Creating customer-centric innovative retail environments where student have access to course materials on or before the first day of the semester.
- Communicating and coordinating effectively and proactively with faculty regarding the use of all types of course materials to ensure sufficient quantities of materials.
- Assisting with promoting and branding each institution by offering a broad selection of emblematic clothing and gifts.
- Creating and implementing effective strategies to reduce the cost of course materials to MCCS Students by offering a comprehensive textbook rental program, a strong used textbook and buyback program, an innovative digital textbook/course materials program, access to OER course materials, and access to emerging course materials programs and technologies.
- Leading the transformation from traditional textbooks to digital course materials.
- Supporting the academic mission of each institution by providing on-time, efficient and effective course materials services to students and faculty.
- Providing easy access and multiple distribution channels for course materials.
- Introducing new products and services that meet the evolving needs of customers, including MCCS Students, Faculty/Staff, and visitors.
- Developing a comprehensive e-commerce strategy and social media engagement strategy.
- Providing excellent customer service, including minimizing transaction times and wait times for in-store and e-commerce transactions, and ensuring efficient processing of all transactions.
- Supporting the academic mission of each institution by providing products and services that support campus events (i.e., faculty and alumni author events, speakers, lecturers, and other campus academic and social events).
- Developing a comprehensive marketing and promotional strategy that will assist with advancing each institution's brand.
- Providing exceptional value to customers by offering high quality products and services at fair prices and multiple price points.

- Utilizing state-of-the-art technology and emerging technologies for course materials operations (e.g., point-of-sale transactions, inventory status, registration integration, textbook rental, buyback, etc.).

2.2 **Current Bookstore Operations**

All Bookstores are currently contracted (i.e., managed and operated by a contract management firm).

- Central Maine Community College
- Eastern Maine Community College
- Kennebec Valley Community College
- Northern Maine Community College
- Southern Maine Community College
- Washington County Community College
- York County Community College

The Bookstores generated \$5,772,285 in sales during Fiscal 2020.

(Note: Throughout this RFP, the Bookstores at each institution are referred to, collectively, as the “Bookstores.”)

2.3 **Proposal Evaluation Criteria and Weighting**

The criteria that will be used by the MCCS Administration and Bookstore Assessment Committee to evaluate Proposals include, but are not limited to, responses submitted to Section 6 of this RFP, and are as follows:

(Note: The following criteria are not in priority order.)

- 6.1 Company History And Background
- 6.2 Operations
- 6.3 Customer Service
- 6.4 Staffing / Personnel
- 6.5 Course Materials (quantities and innovation)
- 6.6 Course Materials Affordability / Pricing Policies
- 6.7 Textbook Rental Program / Used Textbook Program
- 6.8 General Book Program
- 6.9 General Merchandise And Marketing Strategy
- 6.10 Tender Types / Discounts
- 6.11 Financial Projections
- 6.12 Financial Proposal
- 6.13 Facility Investment
- 6.14 Technology
- 6.15 Transition Plan
- 6.16 Additional Information
- 6.17 Exceptions To RFP Requirements

SECTION 3: MCCS COLLEGES BACKGROUND INFORMATION

3.1 Background

Information regarding each institution can be found online at the following websites:

INSTITUTION	WEBSITE
Central Maine Community College	www.cmcc.edu
Eastern Maine Community College	www.emcc.edu
Kennebec Valley Community College	www.kvcc.me.edu
Northern Maine Community College	www.nmcc.edu
Southern Maine Community College	www.smccme.edu
Washington County Community College	www.wccc.me.edu
York County Community College	www.yccc.edu

3.2 Enrollment

FTE Enrollment figures for recent fall semesters are as follows:

FALL FTE ENROLLMENT

INSTITUTION	FALL '17	FALL '18	FALL '19	FALL '20
CMCC	1,733	1,727	1,813	1,654
EMCC	1,624	1,467	1,492	1,200
KVCC	1,269	1,245	1,214	1,156
NMCC	565	548	516	487
SMCC	3,653	3,495	3,747	3,366
WCCC	272	277	274	243
YCCC	817	794	782	732
TOTAL	9,933	9,553	9,838	8,838

3.3 Learning Management / SIS System

Learning Management / SIS Systems used at each institution are as follows:

INSTITUTION	Learning Management System
Central Maine Community College	D2L Brightspace
Eastern Maine Community College	D2L Brightspace
Kennebec Valley Community College	D2L Brightspace
Northern Maine Community College	D2L Brightspace
Southern Maine Community College	D2L Brightspace
Washington County Community College	D2L Brightspace
York County Community College	D2L Brightspace

3.4 **Campus Card Program Information**

Information regarding Campus Cards at each institution is as follows:

INSTITUTION	Campus Card
Central Maine Community College	Currently has a One-Card
Eastern Maine Community College	Currently has a One-Card
Kennebec Valley Community College	N/A
Northern Maine Community College	Currently has a One-Card (Heartland Campus Solutions)
Southern Maine Community College	Currently has a One-Card, RFID technology used
Washington County Community College	N/A
York County Community College	N/A

SECTION 4: BACKGROUND INFORMATION- BOOKSTORES

4.1 Facilities / Locations

The Bookstores square footage breakdown by location including selling, office, and storage space is as follows:

	SELLING SPACE	OFFICE SPACE	STORAGE/ SHIPPING/ REC. SPACE	TOTAL SQUARE FOOTAGE
Central Maine Community College	2,100	-	512	2,612
Eastern Maine Community College	1,440	-	338	1,440
Kennebec Valley Comm. College	1,720	100	500	2,320
Northern Maine Community College	1,810	-	-	1,810
Southern Maine Community College	3,621	147	82	3,850
Washington County Comm. College	420	-	-	420
York County Community College	957	-	-	957

4.2 Products And Services

The Bookstores currently feature products and services that include, but are not limited to, course materials, emblematic clothing and gifts, non-emblematic clothing and gifts, school and office supplies, art supplies, technology products, uniforms, medical supplies, health and beauty aids, greeting cards, convenience products, trade books, graduation merchandise, etc. In addition, the Bookstores offer a variety of customized services at each institution. See “Customized Bookstore RFP Services,” Attachment A for a summary of customized services offered at each Bookstore.

4.3 Hours Of Operation

Regular Hours Of Operation

	Mon.	Tues.	Wed.	Thurs.	Friday	Sat. / Sun.
CMCC	8-6	8-6	8-6	8-6	8-4:30	Closed
EMCC	7:30-5	8-5	8-5	8-5	8-3	Closed
KVCC	8-5	8-5	8-5	8-6	8-4	Closed
NMCC	7:30-4:30	7:30-4:30	7:30-4:30	7:30-4:30	7:30-4:30	Closed
SMCC	8-5	8-5	8-5	8-5	8-4	Closed
WCCC	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30	Closed
YCCC	9-4	9-4	9-4	9-4	9-12	Closed

(Note: Hours of operation are extended as needed for Rush and special events. Extended hours of operation may include Saturdays and Sundays.)

4.4 Personnel / Staffing

The Bookstore staffing is the responsibility of the contractor.

4.5 **Sales**

Consolidated (All Bookstores)

Consolidated sales figures for the past five fiscal years are as follows:

	FY '16	FY '17	FY '18	FY '19	FY '20
TOTAL (\$)	\$7,611,768	\$7,491,754	\$6,234,228	\$5,863,527	\$5,772,285

Sales figures for each Bookstore for the past five fiscal years are as follows:

INSTITUTION	FY '16	FY '17	FY '18	FY '19	FY '20
CMCC	1,582,246	1,687,448	1,323,254	1,203,858	1,266,021
EMCC	1,141,941	913,261	1,011,970	918,048	817,745
KVCC	924,600	858,818	644,618	564,510	440,182
NMCC	597,080	592,939	576,080	551,319	520,210
SMCC	2,356,537	2,529,631	1,854,314	1,877,154	1,992,097
WCCC	227,264	184,208	174,754	175,764	177,217
YCCC	782,100	725,449	649,238	572,874	558,813
TOTAL SALES	\$7,611,768	\$7,491,754	\$6,234,228	\$5,863,527	\$5,772,285

4.6 **Financial Aid Sales**

Financial Aid Sales figures for MCCS Bookstores represent approximately 64% of sales.

4.7 **Department Discounts**

Departments shall be allowed to charge department purchases at the Bookstores. Department shall receive a minimum of twenty percent (20%) discount with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.

4.8 **Faculty / Staff Discounts**

Faculty and staff shall receive a minimum of ten percent (10%) discount with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.

4.9 **Tender Types**

The Bookstores accept cash, personal checks, major credit cards, bank debit cards, Campus Cards, financial aid charges, third-party agency charges (e.g., veteran's vouchers, etc.), and gift cards.

4.10 **Campus Events**

The Bookstores support the academic mission of each institution by providing products and services that support campus events (i.e., faculty and alumni author events, speakers, lecturers, and other campus academic and social events).

4.11 **Graduation Regalia And Graduation Merchandise**

Several of the Bookstores provide graduation regalia services, and offer a selection of graduation merchandise (e.g., diploma frames, announcements, etc.). See "Customized Bookstore Services," Attachment A, for additional information.

SECTION 5: PROGRAM REQUIREMENTS- BOOKSTORES

5.1 Operations

- a. Bookstore Names. The names of the Bookstores are to be determined by each institution. The contractor shall work cooperatively with the College to develop the most effective name for the Bookstore on each campus.
- b. Contractor Duties/Responsibilities. The contractor shall operate the Bookstores on its own credit and shall furnish at its own expense all merchandise, equipment, labor, supplies, and services required to perform its duties and responsibilities as required by the Colleges.
- c. Products And Services. The contractor shall provide the College communities with a full range of course materials, new textbooks, used textbooks, digital textbooks, custom published materials, rental textbooks, general books, reference books, supplies, art supplies, computer software, computer/technology products, medical supplies, uniforms, general merchandise, emblematic clothing, emblematic gifts, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation related merchandise, and other services expected from a full-service Bookstore. **MCCS strongly encourages Proposals that include any additional products or services that can be offered to enhance value to students and the College communities; generate traffic in the Bookstores; and assist with transitioning from a traditional college bookstore to state-of-the-art campus retail services.**
- d. Customized Bookstore Services. The Bookstores offer a variety of customized services at each institution. The contractor shall provide customized services to meet the needs of each institution as described in "Customized Bookstore Services," Attachment A of this RFP.
- e. Right To Operate Bookstores. The contractor shall have the right to operate the Bookstore at each institution. However, the College Administrations may authorize the sale of certain items by approved vendors, student groups, or by organizations of each institution.

The contractor must recognize that MCCS is focused on course materials affordability for MCCS Students. As part of this focus, MCCS will continue to explore all options regarding the digital delivery of course materials and course content, including Open Educational Resources (OER) and inclusive access programs. It is MCCS and the Colleges hope that the selected contractor will bring value-added programs and services with respect to digital delivery. (See RFP Sections 5.4i and 5.6d.)

- f. College Authority Re: Product Offerings. The contractor shall withdraw from display or sale, any item or items, which the College requests not be displayed or sold.
- g. Locations/Programs. The contractor shall manage and operate the following Bookstore locations and programs:

- Central Maine Community College, Auburn, Maine
 - Eastern Maine Community College, Bangor, Maine
 - Kennebec Valley Community College, Fairfield/Hinckley, Maine
 - Northern Maine Community College, Presque Isle, Maine
 - Southern Maine Community College, South Portland/Brunswick, Maine
 - Washington County Community College, Calais, Maine
 - York County Community College, Wells, Maine
 - Bookstore Websites
- h. College Rights Re: Bookstore Locations. The College has the right to add or remove Bookstore locations if the College deems such additions or removals are in the best interest of the institution.
- i. Fixtures/Equipment For Special Events. The contractor shall, at its sole expense, provide any necessary fixtures or equipment (e.g., cart, tent, POS terminal, etc.) to sell emblematic or general merchandise at designated special events on each campus to capitalize on sales opportunities.
- j. Website/Social Media. The contractor shall manage and operate a full-service Website, and social media program on each campus.
- k. Special Events. The Bookstores shall support special events (lectures, readings, speakers, etc.) on campus by selling books at College events.
- l. Trash Removal/Recycling. The contractor shall participate in the College's recycling program. The contractor shall remove all trash and recyclable materials and place them in the proper recycling containers as designated on each campus.
- m. Environmental/Sustainability Practices. The contractor shall utilize environmentally friendly practices in its operation of the Bookstores and shall abide by all College environmental/sustainability practices.
- n. Reporting Requirement. The contractor shall report to MCCS Chief Financial Officer, for matters pertaining to the Agreement. The contractor shall report to a designee from each institution for matters pertaining to the Bookstores. The contractor's Regional Manager will meet with the MCCS Chief Financial Officer or designee and designees of each institution on a quarterly basis, at a minimum, to review performance.
- o. Licensing, Permits, Taxes. The contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance under this Agreement, and shall post or display in a prominent place such permits and/or notices as are required by law. The contractor shall pay for any and all taxes and assessments attributable to the operation of the Bookstores provided herein, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal, state, and local income taxes.

5.2 Customer Service

- a. Customer Service Expectations. The contractor shall provide excellent customer service at the Bookstores.
- b. Nametags/Identification Tags. The contractor shall ensure that all MCCS Bookstore employees wear nametags/identification tags.
- c. Image Of The Bookstores. The contractor shall operate the Bookstores in a manner that reflects the image and reputation of the Colleges and supports the mission of the Colleges. The contractor shall become involved in the academic, cultural, and social environment at each institution, taking advantage of opportunities to offer special merchandising, marketing, and/or assistance based upon the ongoing and unique activities of each institution, and, where and when appropriate, creating temporary selling points at various sites around the campuses in connection with special events and programs.
- d. Support Of Student Organizations. The contractor shall cooperate to whatever reasonable extent possible in order to assist and be supportive to student organizations and student activities of each institution with respect to Bookstore services and merchandise.
- e. Customer Feedback. The contractor shall seek customer feedback on a regular basis through methods that include, but are not limited to, customer surveys, student focus groups, customer comment cards, secret shopper programs, etc. Customer feedback results shall be shared with the College Administrations on each campus for evaluation and input. Individual campuses shall reserve the right to seek additional customer feedback by whatever method they deem appropriate for their purposes.
- f. Hours Of Operation. Hours of operation shall be defined by each College in conjunction with the contractor. Hours of operation shall be extended during the beginning of each semester and to support special programs and events as necessary (e.g., Open Houses, Orientation, etc.). Changes to the defined hours of operation must be approved by the Colleges. During all hours of operation, including peak business hours and extended hours of operation, the contractor shall staff the Bookstores adequately to provide the level of service required by the Colleges.
- g. Bookstore Advisory Boards. The contractor's Bookstore Managers shall meet up to six times per year with the Bookstore Advisory Boards on each campus and with College officials to review Bookstore operations and merchandise selection. The contractor's Regional Managers shall attend at least one Bookstore Advisory Board meeting per semester. Further, the contractor's Bookstore Managers shall work cooperatively with the Boards, and with College officials in the development and improvement of the Bookstores programs, merchandise selection, services, and policies. The contractor shall make every reasonable effort to comply with requests from the Boards and from College officials to improve the program, services, and policies. The Bookstore Managers or his/her designees are also expected to meet periodically with deans, department heads, and other faculty members.

- h. Refund Policy. The contractor's refund policy must be sensitive to the needs of students and customers **and not less than the add/drop period at each institution**.

5.3 Staffing / Personnel

- a. Staffing. The contractor shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of full-service Bookstores in accordance with the requirements established by each College.
- b. Organization Chart/Staffing Level. The contractor shall present its organization chart/staffing level to each institutions designee for discussion and approval to ensure there will be sufficient on-site staff to provide the required level of service. Changes or reductions to the agreed-upon staffing level shall require discussion with, and approval by, the College.
- c. Current Bookstore Employees. There are no current Bookstore employees that are MCCS employees. Many college bookstore employees are extremely integrated into the campus and viewed as an asset to the partnership.
- d. Managers. The Managers assigned to the Bookstores by the contractor must be approved in advance by the College Administrations. Subsequent changes in assignments will be made by the contractor only after prior consultation with, and approval by, the Colleges. Each College expects management continuity (i.e., limited turnover of the Managers) in order for the contractor to meet the expectations and requirements of the Colleges.
- e. Student Employees. The contractor shall look to fill employment opportunities with students at each institution, when appropriate.
- f. Employee Conduct. The contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on each institutions premises, all employees, agents, and independent contractors of the contractor shall comply with all applicable College policies and procedures. The contractor shall be required to remove any such employee, agent, or independent contractor from the College at the College's request.
- g. ADA. The contractor shall comply with the Americans with Disabilities Act (ADA).
- h. Employment Laws. The contractor shall comply with all state and federal employment requirements.
- i. Background Checks. The Contractor assumes all liability arising out of, and is solely responsible for, conducting background checks for all of the Contractor's employees, agents, or independent Contractors.

5.4 Course Materials

- a. Agent For The Collection Of Textbook Adoptions. The contractor shall be the College's agent for the collection and compilation of course materials adoptions and for providing course materials to students at each institution. The contractor shall provide course materials, including all required, recommended, or suggested course materials and supplies, including textbooks, coursepacks, software, and materials published or distributed electronically in a timely manner that provides students with necessary materials prior to the start of the semester.
- b. College Rights Re: Adoption Data. Course materials adoption data, whether received in paper form, electronically, or otherwise, provided to the contractor by each institutions faculty or staff are the property of the Colleges. The contractor shall provide course materials adoption data and/or adoption forms to the Colleges within twenty-four (24) hours of the Colleges' request for copies of such adoption data and/or adoption forms.
- c. Early Textbook Adoptions. The contractor, working with each institutions faculty, shall make every effort to obtain early course materials adoption commitments in order to maximize the quantity of textbooks purchased from students for resale at the Bookstores. The contractor shall provide timely reports to faculty members concerning the status of their orders.
- d. Course Materials Quantities. The contractor shall provide sufficient quantities of course materials, custom-published materials, software, and related academic supplies and materials, as required by the faculty for course work, available for purchase by students according to the schedule established by the Colleges.
- e. Comprehensive Course Materials Services. The contractor shall provide comprehensive course materials services and shall work closely with the Colleges to support all Academic Programs.
- f. Distance Learning Programs. The contractor shall provide course materials services for the Colleges current or future distance learning programs.
- g. Custom-Published Materials. The contractor shall provide custom-published materials (i.e., coursepacks), including the securing of copyright clearances in compliance with all copyright laws, production/printing, and sales.
- h. Textbook Rental Program. The contractor shall provide full-service textbook rental programs at each institution.
- i. Digital Course Materials. The contractor shall provide a **non-exclusive** digital delivery program that addresses the changing types of course materials, including providing digital course materials, digital textbooks, etc. Throughout the contract, the Colleges will continually evaluate digital delivery programs in the marketplace and will have the right to select alternate digital delivery programs at any time during the contract, if it is determined that such programs are in the best interests of the Colleges. See Attachment A for Digital Contact provider agreements currently in place.
- j. Open Educational Resources. The Contractor shall provide access to OER course materials to support academic programs as needed/required by MCCS Faculty.

- k. Online Course Materials Ordering. The contractor's website for each institution's Bookstore shall include, but not be limited to, the ability for customers to order and reserve textbooks/course materials.
- l. Students With Disabilities. The contractor will provide required course materials services to students with disabilities through collaboration with each institution.
- m. HEOA/Other Laws. The contractor shall work with the Colleges to ensure compliance with the Higher Education Opportunity Act (HEOA) and all other relevant state, federal, and local laws, rules, and regulations.
- n. Desk Copies. The Colleges prohibit the purchase and sale of complimentary/desk copies by the Bookstores.

5.5 **Course Materials Affordability / Pricing Policies**

- a. Course Materials Affordability. MCCS is extremely committed to making course materials affordable to students at each institution. The contractor's course materials pricing policies should be innovative and prices cannot exceed the pricing policy requirements as described in Section 5.5b of this RFP.
- b. Pricing Policy-Course Materials. The contractor shall adhere to the following course materials pricing policy:
 - "List-Priced" new textbooks shall be sold at no higher than list price.
 - "Pre-Priced" new textbooks shall be sold at no higher than the pre-price.
 - "Net-Priced" new textbooks shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - "Net-Priced" bundled packages of course materials (e.g., textbook, workbook, CD, passcode, etc., bundled together) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Course related-supplies shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor at net-price shall be sold by the Bookstores at no higher than a twenty-five percent (25%) gross profit margin.
 - Digital course materials sold by publishers to the contractor via the agency fee pricing model shall be sold by the Bookstores at no higher than the retail price established by the publisher.
 - Used textbooks shall be sold at no higher than seventy-five percent (75%) of the current new textbook retail price.
 - Coursepacks and custom published materials (i.e., materials requiring copyright permissions) shall be sold at no higher than a twenty-five percent (25%) gross profit margin.
 - Textbook Rentals shall be rented at competitive national prices, and on average shall not exceed fifty percent (50%) of the purchase price.
- c. Surcharges. There shall be no add-ons or surcharges to cover freight, handling, publisher re-stocking fees, etc.(i.e., The above formulas shall be applied to the

actual price listed on the publisher's invoice in order to determine the selling price of a particular textbook/course material.)

- d. MCCS Audit Rights. MCCS has the right to audit the contractor's records, vendor invoices, publisher invoices, etc., to verify adherence to the established pricing policies.

5.6 **Innovative Methods Of Delivering Course Materials**

MCCS is committed to transitioning to a complete access model for course materials. This transition will take place over the term of this contract and be phased in by college on a timeline appropriate for that college.

- a. Textbook Rental Program. MCCS is extremely committed to providing a strong textbook rental program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of rental textbooks for students at each institution.
- b. Used Textbook Program. MCCS is extremely committed to providing a strong used textbook program in order to reduce the cost of course materials to students. The contractor shall make a significant effort to maximize the availability of used textbooks for students at each institution.
- c. Buyback. The Bookstores shall buy back books from students at not less than 50% of the original textbook retail price for textbooks that have been adopted for an ensuing semester. (i.e., If a textbook was purchased new and has been readopted, then the Bookstores shall pay the student not less than 50% of the original new textbook retail price during buyback. If a textbook was purchased used and has been readopted, then the Bookstores shall pay the student not less than 50% of the original used textbook retail price during buyback). Textbooks that have not been adopted for an ensuing semester shall be purchased at a minimum of the current wholesale price, established by national used book wholesalers and published in one of the current national used book wholesale buying guides.
- d. Digital Course Materials/Innovative Course Materials Delivery Mechanisms. The contractor shall present all desirable innovations for the delivery of textbooks and course materials to MCCS Administrations and Faculty. The contractor shall work with the Administrations and Faculty to determine the best possible options for the introduction of new technology and delivery mechanisms.

5.7 **General Merchandise Pricing Policies**

- a. Pricing Policy-General Books. The contractor shall sell trade books, reference books, and other non-textbooks at no more than the publisher's list price, or if there is no list price, at prices competitive in the local area and competitive in the college bookstore industry.
- b. Pricing Policy-General Merchandise. The contractor shall sell all other merchandise (e.g., clothing, giftware, supplies, etc.) at prices competitive in the local area and competitive in the college bookstore industry. The contractor shall make a significant effort to provide emblematic/logo merchandise at multiple price points.

5.8 **General Merchandise And Marketing**

- a. **General Merchandise Selection.** The contractor shall provide a full range of general merchandise including emblematic clothing, emblematic gifts, computer software, computer/technology products, general books, reference books, novelty gifts, school supplies, art supplies, uniforms, greeting cards, convenience items, health and beauty aids (HBA's), special order services, graduation related merchandise, and other services expected from full-service Bookstores. (Note: The selection of computer hardware to be sold in the Bookstores must be approved in advance by the College.)
- b. **Emblematic Clothing And Gifts.** The contractor shall promote and brand each institution by offering a broad selection of emblematic clothing and gifts that comply with the Colleges current or future licensing requirements, design guidelines, and requirements for branded products. The contractor shall provide exceptional value to customers by offering high quality products and services at fair prices and multiple price points.
- c. **New Product Lines.** The contractor shall continually expand and introduce new product lines that appeal to customers (e.g., students, faculty, staff, alumni, and visitors) and generate traffic into the Bookstores.
- d. **Website/Social Media.** The contractor shall be required to maintain a full-service Bookstore Website at each institution. The Website will feature a full range of emblematic merchandise. The contractor shall develop and implement a social media marketing and promotion strategy. To the extent that the contractor develops its own social media sites (e.g., facebook, instagram, twitter) or integrates with the College sites, the contractor shall be required to keep its posted information up-to-date, refresh its sites frequently consistent with effective social media strategies, and conform to College social media standards and practices.
- e. **Graduation Merchandise.** The contractor shall offer graduation merchandise (e.g., regalia rentals or sales as defined by each institution, diploma frames, announcements, etc.) in the Bookstores and at other locations as designated by the Colleges during graduation.
- f. **Licensing Program.** The contractor shall only purchase branded merchandise from vendors who adhere to the Licensing Program requirements at each institution.
- g. **Vendor Code Of Conduct.** The contractor must have a vendor code of conduct policy. The policy must ensure that all vendors with whom the contractor does business meet FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

5.9 **Tender Types / Discounts**

- a. **Tender Types.** At a minimum, the contractor shall accept cash, personal checks, major credit cards, current or future campus cards as defined by each institution in Section 3.4 of this RFP, Bookstore gift cards, bank debit cards, department charges, scholarship charges/vouchers, third-party agency charges, and financial aid account

charges/vouchers. The contractor shall be solely responsible for all expenses and collection of debts resulting from cash, personal checks, credit cards, and bank debit card transactions.

- b. Campus Cards. The contractor shall provide at its sole expense the hardware, software, and interfaces necessary in order to accept current campus cards and/or other smartcards utilized by the Colleges in the future, at the Bookstores. The Colleges will reconcile and reimburse the contractor on a monthly basis for Bookstore transactions. Transaction fees may apply at individual colleges.
- c. Department Charges. Departments shall be allowed to charge department purchases at the Bookstores. Department purchases shall receive a minimum of a twenty percent (20%) discount, with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.
- d. Faculty/Staff Discounts. Faculty and staff shall receive a minimum of a ten percent (10%) discount, with the exception of textbooks, sale merchandise, computer hardware, and academically discounted software.
- e. Gift Certificates/Gift Cards. The contractor shall accept unredeemed gift certificates and unredeemed gift cards (i.e., gift certificates and gift cards that were sold to customers by the Bookstores prior to the commencement of the contract).

5.10 **Technology**

- a. Technology Investment. The contractor shall provide state-of-the-art technology at each College (e.g., bookstore computer system, point-of-sale system, computerized textbook management system, technology necessary to comply with HEOA, alternative technology for course materials, etc.) to deliver the desired level of service. (Note: The Colleges will not buy out the un-depreciated portion of the contractor's technology investment at the termination, expiration, or non-renewal of the contract.)
- b. Technology Integration. The contractor's systems shall have the ability to interface, at the contractor's sole expense, with current or future College systems.
- c. Website. The contractor shall provide and maintain a website for each institutions Bookstore. The site shall conform to College design guidelines and link to and from the Colleges Websites. The Bookstore Websites shall include, but not be limited to, the ability for customers to order and reserve textbooks, order general books and general merchandise, and the ability for faculty to submit textbook adoptions online. All aspects of the Bookstore Websites, including products sold (whether by the contractor or by a third party vendor), links to and/or from the Bookstore Websites, and advertising accepted, shall require the Colleges prior written approval.
- d. PCI Compliance. To ensure all possible steps are taken to secure student, faculty, staff, and customer personal data, all in-store technology and e-commerce processing must be PCI compliant. The contractor shall provide annual PCI certification documentation.

- e. Europay, Mastercard, And Visa (EMV) Compliance. The contractor shall ensure that the Bookstores are compliant with EMV standards for authorizing credit and debit card transactions.
- f. Customer Data. Customer data shall not be shared or sold by the contractor without the express written approval of the customer.

The contractor shall notify the Colleges promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The contractor shall, within one day of discovery, report to the Colleges any use or disclosure of customer data not authorized in writing by the customer. The contractor's report to the Colleges shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the customer data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, if known (iv) what the contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) what corrective action the contractor has taken or shall take to prevent future similar unauthorized use or disclosure, and (vi) such other information as reasonably requested by the Colleges. The above provisions shall be extended by contract to all subcontractors used by the contractor who are provided access to customer data by the contractor.

5.11 **Financial Reporting**

- a. Monthly Reporting. On a monthly basis, the contractor shall submit a detailed sales report to MCCS and the Colleges, including sales by location, website sales, sales by category (for each location and consolidated), non-commissionable sales (with supporting detail), and consolidated sales for the Bookstores (all locations).
- b. Annual Reporting. On an annual basis, the contractor shall submit a detailed Bookstore financial statement to MCCS and the Colleges. At a minimum, the Bookstore financial statement shall include the following:
 - Sales by Category/Department including commissionable and non-commissionable sales
 - Total Sales
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (e.g., Management Fee, Contractor Overhead Charges)
 - Commission Paid to MCCS (for each institution)
 - Profit/Loss
 - Dollar Amount of "Retail Textbook Buyback"
 - Dollar Amount of "Wholesale Textbook Buyback"
 - Number of Class Rings Sold (if applicable)
 - Web Site Sales
- c. Contractor's Financial Statement. The contractor shall provide MCCS and the Colleges with a copy of its certified company financial statement on an annual basis.

5.12 **Bookstore Locations**

- a. The Bookstores will remain in their current locations as described in Sections 4.1 and 5.1g of this RFP.

5.13 **Facility Investment**

- a. **Facility Investment**. Contractors are required to provide details of facility investment believed to be necessary at each location. Proposed Facility Investments should be provided for each institution, as listed below:

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

Proposed facility plans should reflect the Colleges desire for clean, state-of-the Bookstores that improve customer satisfaction. Contractors are encouraged to be creative with respect to their plans for the facilities. Proposed facility upgrades should be provided for each institution.

(Note: The capital investment in the facilities must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form. See RFP Section 6.15d.)

5.14 **Facility Investment Requirements**

- a. **Ownership Of Facility Investment And Fixtures**. All facility investments and fixtures in the Bookstore facility shall become the property of the Colleges at the termination, expiration, or non-renewal of the contract. If the contract, or extensions thereto, ends for reasons other than cause (see Section 8.2a) or bankruptcy by the contractor (see Section 8.2c) prior to the capital investment being fully depreciated, then the Colleges will reimburse the contractor for the undepreciated portion of the capital investment in the Bookstore facilities, and all capital investments and fixtures shall become the property of the Colleges. If the contract is terminated for cause as outlined in Section 8.2a or for bankruptcy as outlined in Section 8.2c, then the Colleges shall not reimburse the contractor for the undepreciated portion of the capital investment, and all capital investments and fixtures shall become the property of the Colleges.
- b. **Depreciation**. The facility investment by the contractor in the Colleges Bookstore facilities shall the sole expense of the Contractor.
- c. **Colleges Approvals**. The facility investment for the Bookstores must meet the Colleges standards; must be approved in advance by the Colleges; must comply with all procurement and permitting regulations and all laws; and must be coordinated by

the contractor in conjunction with the Colleges. Any third-party contractor used by the Bookstore contractor to assist with making facility improvements must be approved in advance by the Colleges.

- d. Accounting Of Facility Investment. The contractor shall provide the Colleges with a full accounting of its facility investment, including copies of invoices paid to vendors for the facility investment. Copies of invoices shall be provided to the Colleges within sixty days from completion of the facility investment, or earlier if requested by the Colleges.
- e. Investment Difference. If the actual amount spent by the contractor on the facility investment is less than the amount offered in the contractor's Proposal, then the contractor shall pay the Colleges the difference between the actual amount spent and the amount offered, payable by June 30, 2022. If the actual amount spent by the contractor on the facility investment is more than the amount offered in the contractor's Proposal, then the contractor shall be solely responsible for all costs necessary to complete the facility improvements.
- f. Design Fees. All Bookstore design fees and planning fees associated with facility improvements shall be incurred solely by the contractor and the contractor shall treat all design and planning fees as the contractor's operating expenses. Design fees and planning fees shall not be included as part of the capital investment to be depreciated.
- g. Signage. Any proposed exterior signage, banners, etc., must be approved by the Colleges and must adhere to College requirements.
- h. Timing Of Facility Investment. The timing of the facility investment shall be determined by the Colleges in cooperation with the contractor.

5.15 College Obligations

- a. College Obligations. The Colleges shall provide the contractor with:
 - Bookstores, offices, and stock room facilities as described in Section 4.1 of this RFP.
 - Access to campus web services, campus telephone services, and voice answering system at the standard College rate.
 - Security service for the Bookstores provided by the College in the same manner provided for other College buildings.

5.16 Contractor Obligations

- a. Contractor Obligations. The contractor shall provide the following as part of its management and operation of the Bookstores:
 - Vehicles. The contractor shall provide Vehicle(s) necessary (if any) for the operation of the Bookstores.
 - Cleaning and Maintenance. The contractor shall properly maintain (to the satisfaction of the College) the interior of the Bookstores, including daily

cleaning of floors, walls, windows, fixtures, furniture, equipment, etc., and other related custodial services.

- Minor Repairs. The contractor shall be responsible for minor repairs to the interior of the Bookstores.
- Emergency Key. The contractor shall supply an emergency key to be left with College.
- Internal Security. The contractor shall collaborate with College Security Department(s) and the College Administration(s) concerning questions of discipline, enforcing regulations, and internal security and theft control in the Bookstores. The contractor's first point of contact with regard to security and safety issues for the Bookstores shall be College Security Departments.

SECTION 6: PROPOSAL SUBMITTAL REQUIREMENTS

(Note: To simplify MCCS's review process, the format for all Proposals must be consistent with the information requested in this Section.)

6.1 Company History And Background

- a. Company Background. Provide your qualifications and experience in managing college/university bookstores. Describe your experience serving public community colleges.
- b. Client List. Provide a complete client list that includes length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore. Identify at least five (5) clients with bookstores similar in nature to the MCCS Bookstores including public community colleges, colleges featuring specialty programs. **Identify at least three (3) clients who have an inclusive access model for course materials.**
- c. Discontinued Client List. Provide a list of all college/university accounts that were canceled or not renewed during the past five years, including the reason for termination. Include length of service, sales volume, and the name and telephone number of the college/university administrator responsible for the bookstore.
- d. Financial Statements. Include your company's certified financial statements for the past two (2) years, along with your company's S&P or D&B rating.

6.2 Operations

- a. Management Plan. Describe your management/operations plan for each of the MCCS Bookstores described in Section 1.1 of the RFP.
- b. Customized Bookstore Services. Describe your plans to accommodate customized Bookstore services at each institution.

(In addition, the Customized Bookstore Services Form (Attachment A) must be completed.)

6.3 Customer Service

- a. Customer Service. Describe in detail how your company will provide excellent customer service at the Bookstores.
- b. Customer Feedback. Describe the methods your company will use to obtain regular feedback from Bookstore customers to ensure a high level of customer satisfaction.
- c. Customer Service Training. Describe your customer service training program for the Bookstores Staff.
- d. Refund Policy. Describe your refund policy for all course materials, new textbooks, used textbooks, bundled packages, coursepacks, rental textbooks, etc., and general merchandise.

- e. Textbook Rental Collection Process. Describe your textbook rental collection process for textbooks that have not been returned by students, including fees assessed for textbooks that have not been returned, and third-party collection agencies utilized to collect rental textbooks.
- f. Hours Of Operation. Describe your proposed hours of operation for the Bookstores. *(Note: At a minimum, the contractor must adhere to the requirements outlined in Section 5.2f of this RFP.)*

6.4 **Staffing / Personnel**

- a. Company Organization Chart. Provide your company organization chart.
- b. Bookstore Organization Charts. Provide your proposed organization chart, staffing plan, and reporting structure for each Bookstore. Please indicate full-time positions and part-time positions for each Bookstore.
- c. Bookstore Employees. Describe your plans to accommodate MCCS's staffing requirements.
- d. Describe your:
 - Personnel policies
 - Hiring policies, including your company's required qualifications for the Bookstore Manager at each institution
 - Background check program and policies
 - Compensation program, including incentive programs, etc.
 - Benefit programs (e.g., health insurance, disability insurance, vacation plan, holidays, retirement, etc.)
 - Commitment to hire student employees
- e. Educational And Training Programs. Describe your educational and training programs.
- f. Corporate Support Services. Describe your corporate support services and regional management support.

6.5 **Course Materials**

- a. Course Materials Market Share. Describe your company's plans to develop and implement an active strategic plan to protect the Bookstores course materials market share. Include your plans to develop strong relationships with faculty at each institution and your plans to market and promote course materials to students at each institution.
- b. Services And Programs. Describe in detail the course materials services and programs that your company will provide to faculty and students at each institution (e.g., textbook reservation program, online adoption program, registration integration program, etc.).

- c. Academic Programs. Describe your plans to provide comprehensive course materials services to support specialized Academic Programs at each institution.
- d. Distance Learning Programs. Describe your plans to provide comprehensive course materials services to support current and/or future distance learning programs.
- e. Custom Publishing/Coursepack Program. Describe your custom publishing coursepack program.
- f. HEOA. Describe your plans to assist the Colleges with compliance to the Federal Higher Education Opportunity Act (HEOA).

6.6 **Digital Delivery / E-Books**

- a. Digital Delivery. Describe your company's plans to deal effectively with the changing types of course materials and changes to the distribution channel/delivery of course materials. Please include the following:
 - Provide a detailed description of your company's plan/strategy regarding digital/electronic course materials, digital textbooks, delivery via Learning Management Systems, etc.
 - Describe any value-added service that your company can provide with respect to Open Educational Resources (OER) and other low cost methods to deliver course materials to students and faculty.

6.7 **Course Materials Affordability / Pricing Policies**

- a. Course Materials Pricing Program. Student affordability is extremely important at MCCS. Describe your pricing policies for course materials and explain your plans to minimize course material costs to our students while providing innovative options to make access to course materials more equitable for our students.

Include a detailed description of your company's Price Match Guarantee Program, or similar program, that your company will implement at the Colleges in order to provide value, compete with online booksellers, and increase market share.

(Note: At a minimum, contractors must adhere to the course materials pricing policy outlined in Section 5.5b of this RFP.)

6.8 **Textbook Rental Program / Used Textbook Program**

- a. Textbook Rental Program. Describe in detail the textbook rental program that your company will provide at each institution. Include the estimated percentage of titles that your company will make available as rental titles.
- b. Used Textbook Program. Provide a detailed description of your sources for used textbooks, along with a description of your textbook buyback program, including any incentives or programs that will allow for buyback prices that are greater than wholesale prices. Describe your methods to market and promote buyback.

6.9 **General Book Program**

- a. General Book Program. Describe your general book program and your plan to ensure that the general book program supports the academic excellence of each institution.
- b. Special Event Sales. Describe your plan to support the academic programs and events at each institution by selling and promoting books at events throughout the year.

6.10 **General Merchandise And Marketing Strategy**

- a. Emblematic Logo Merchandise Sales. Provide a detailed description of your plan to increase the sales of emblematic/logo merchandise, clothing, and gifts to students, faculty, staff, and alumni. Describe your plan to market emblematic/logo merchandise, including selling and promoting emblematic/logo merchandise on the Bookstores Web sites.
- b. General Merchandise Pricing. Describe your pricing policies for general (all other) merchandise and explain your plans to address the pricing concerns of students. *(Note: At a minimum, contractors must adhere to the pricing policies outlined in Section 5.7a and b of this RFP.)*
- c. Emblematic Clothing Pricing. Describe your company's plans to provide emblematic clothing at multiple price points.
- d. New Product Lines. Describe your plans for new or expanded product lines or services to be offered at the Bookstores, including an emphasis on products and services that will meet the needs of students, faculty, staff and alumni.
- e. Graduation Merchandise. Describe your plans to sell graduation merchandise (e.g., diploma frames, announcements, regalia, class rings, etc.) in the Bookstore and at other locations as designated by the Colleges, throughout the year and during graduation.
- f. Campus Events. Describe your plans to take advantage of campus events and activities at each institution organized by other campus entities, and/or your plans to create your own campus events and activities, in order to promote additional sales.
- g. Marketing/Advertising/Social Media Plan. Describe your marketing, advertising, and social media plan for the Bookstores.
- h. Code Of Conduct. Describe your company's vendor code of conduct policy and whether it meets FLA (Fair Labor Association) and WRC (Worker Rights Consortium) standards.

6.11 **Tender Types / Discounts**

- a. Tender Types. Describe the tender types your company will accept at the Bookstores. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 5.9a of this RFP.)*
- b. Department Charge Program. Describe your company's department charge program, including discounts. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 5.9c of this RFP.)*
- c. Faculty/Staff Discount Program. Describe the faculty/staff discount program that your company will provide at the Bookstores. *(Note: At a minimum, contractors must adhere to the requirements outlined in Section 5.9d of this RFP.)*

6.12 **Financial Projections**

- a. Financial Projections. Provide financial projections for the first three (3) years of operation of the Bookstores. Projections must include the following:
 - Sales by Category/Department (**for each location and consolidated**)
 - Total Sales (**for each location and consolidated**)
 - Cost of Goods Sold
 - Gross Margin
 - Personnel Expenses
 - Direct Operating Expenses (itemized by type of expense)
 - Indirect Expenses (i.e., Management Fee, Company Overhead Charges)
 - Commission to MCCA
 - Profit/Loss
 - Web Site / E-Commerce Sales

6.13 **Financial Proposal**

One of the goals of MCCA is to maximize the Bookstores financial return for each institution by increasing market share, top line sales and generating strong commissions. The financial return that the selected contractor shall remit to MCCA will be comprised of the following components:

- Financial Return (see Section 6.13a)
 - Aggregate Signing Bonus (see Section 6.13b)
 - Aggregate Annual Textbook Scholarships (see Section 6.13c)
- a. Financial Return. Please describe the financial return your company will remit for the operation of the Bookstores, including the following:
 - The minimum annual guarantee
 - The commission schedule expressed as a percentage of Commissionable Sales (see definition, next page)

The Colleges requirements pertaining to the contractor's financial return are as follows:

- "Gross Sales" shall be defined as all sales of the contractor and revenue received by the contractor based upon all business conducted in or from the Bookstores for any product or service offered by the Bookstores, including revenue received from textbook rentals. This includes all orders taken or received at the Bookstores, whether such orders are placed at the Bookstores, via the internet (i.e., "on-line sales"), orders received through the Bookstore Websites, or elsewhere. Gross Sales shall include any commissions, and rebates received by the contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) from products such as class rings, clothing, general merchandise, etc.; and commissions and rebates received by the contractor (whether such commissions and/or rebates are received at the store level or at the corporate office) for authorized sales by other companies or organizations on the Bookstore Websites.
 - "Commissionable Sales" shall be defined as Gross Sales less voids, less customer refunds, less handling fees associated with the non-return of rental textbooks, less discounted sales to authorized College Departments, less discounts (provided that the discount amount thereof was included in Gross Sales), less sales tax paid by the contractor to any government agency which was collected from customers, less computer hardware sales, less sales made at no margin by the contractor at the request of the Colleges.
 - The contractor shall pay the Colleges the greater of either (i) the financial return based on the commission schedule, or, (ii) the minimum annual guarantee.
 - Payments shall be made to the Colleges based on the Bookstores Commissionable Sales on a monthly basis via electronic funds transfer (EFT). Payment of any amount due in excess of payments already received shall be made annually, within thirty (30) days following the end of each contract year.
 - The contractor shall be solely responsible for the collection of any debts resulting from checks, credit cards, charge cards, debit cards, etc.
 - The contractor shall maintain complete and accurate records of all transactions in accordance with generally accepted accounting standards and principles. The contractor shall make all records available for inspection by authorized College representatives.
- b. Aggregate Signing Bonus. Please provide the Aggregate Signing Bonus that you will submit to MCCC for the operation of the Bookstores. The Aggregate Signing Bonus shall be one payment made to MCCC by the contractor, on July 1, 2021, for distribution by MCCC to each institution.
- c. Aggregate Annual Textbook Scholarships. Please provide the Aggregate Annual Textbook Scholarships that you will submit to MCCC for the operation of the Bookstores. The Aggregate Annual Textbook Scholarships shall be one annual aggregate textbook scholarship payment made to MCCC, on July 1 of each Contract Year (beginning July 1, 2021), by the contractor for distribution by MCCC to each institution.

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment B.)

6.14 **Facility Investment**

- a. **Facility Investment**. Describe your detailed facility plans and financial commitment to provide the Colleges with state-of-the-art Bookstore facilities, as described in Section 5.13. Contractors are required to provide a detailed description of their facility plans and capital investment for the Bookstores.

Proposed facility plans should reflect the Colleges desire for state-of-the art Bookstores that improve customer satisfaction. Contractors are encouraged to be creative with respect to their plans for the facilities. Proposed facility plans should be provided for each institution.

In addition, contractors are required to complete the Financial Bid Form, Attachment B. *(Note: The capital investment in the facilities must not include technology and equipment. The technology investment must appear as a separate line item on the Financial Bid Form.)*

6.15 **Technology**

- a. **Technology Plans**. Describe your plans for computerization, automation, technology, point-of-sale systems (POS), etc., and explain how implementation of these plans will benefit the Colleges, the Bookstores, and each institution's community.
- b. **Website/E-Commerce Plans**. Include a detailed description of your plans to offer the following:
- Course materials reservation program
 - Online textbook ordering program
 - Online textbook adoption program
 - Online buyback program
 - Registration integration program
 - Compliance to HEOA (i.e., textbook ISBN number availability)
 - Online ordering program for general merchandise (i.e., emblematic clothing and gifts)
- c. **Campus Cards**. The contractor must be able to accept the Colleges' Campus Cards as a tender type, which includes integration with the Colleges' Campus Card system, as described in Section 3.4 of this RFP.
- d. **Technology Investment**. Include your estimated capital investment for technology/automation in the Bookstores at each institution (excluding website development costs) and a timeline for your automation plans. Include your company's plan for integration with the Colleges systems. The Colleges will not buy out the undepreciated portion of the contractor's technology investment at the expiration, termination, or non-renewal of the contract.

(Note: In addition, contractors are required to complete the Financial Bid Form, Attachment B.)

6.16 **Transition Plan**

- a. Transition Plan. Describe your transition plan, including the following:
- Timeline and dates
 - Required or assumed College resources
 - Miscellaneous/other

6.17 **Additional Information**

- a. Provide MCCS with additional information you feel is pertinent.

6.18 **Exceptions To RFP Requirements**

- a. Exceptions. Identify any exceptions to the RFP that are included in your Proposal.

(Note: One of the MCCS's Proposal evaluation criteria outlined in Section 2.3 of this RFP is "Exceptions To RFP Requirements.")

SECTION 7: INVENTORY PURCHASE & EQUIPMENT USE

7.1 Inventory Purchase

The selected contractor shall be required to purchase the Bookstore inventories (for each institution) at the current contractor's cost from the current contractor. The selected contractor shall purchase the Bookstore inventories as follows:

- New textbooks that have been adopted for an upcoming term or semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the actual cost to the current contractor or institution (i.e., publisher's invoice cost).
- Used textbooks that have been adopted for an upcoming term or semester shall be purchased by the contractor up to the quantity of anticipated enrollment at the Bookstores current new textbook retail price, less the standard industry purchase cost factor (i.e., fifty percent (50%) as of March 2021).
- All general books (trade books, reference books, technical books, etc.) in clean and saleable condition shall be purchased at invoice cost.
- All general merchandise in clean and saleable condition shall be purchased at invoice cost. General merchandise includes, but is not limited to; art supplies, school and office supplies, computer software, computer peripherals, computer supplies, general merchandise, emblematic clothing, uniforms, gifts, greeting cards, convenience items, health and beauty aids (HBA's), graduation merchandise, etc.

7.2 Inventory Payment

The selected contractor shall pay the current contractor or institution for the Bookstore inventories within thirty (30) days from the commencement of the contract.

7.3 Inventory Purchase At End Of Contract

At the termination of the contract, or any extensions thereto, the Colleges or a subsequent contractor shall purchase the Bookstore inventories from the contractor in the same manner as outlined in Section 7.1.

All national textbook rental titles shall be collected by the contractor at the termination of the contract and will be the property of the contractor.

7.4 Furniture, Fixtures, And Equipment

The contractor shall have the option to use the existing furniture, fixtures, and equipment located within the Bookstores that are owned by the Colleges at the commencement of the contract. Any College-owned furniture, fixtures, and equipment in the Bookstores which the contractor decides to no longer utilize in the operation of the Bookstores shall be turned over to the College.

The contractor shall be responsible to maintain any furniture, fixtures, and equipment located within the Bookstores at its expense. At the expiration, termination, or nonrenewal of the contract, the contractor shall return any College-owned furniture, fixtures, and equipment used to the Colleges in the same condition as at the commencement of the contract, excepting normal wear and tear.

With respect to the furniture, fixtures, and equipment provided by the Colleges, the Colleges make no implied or express warranties, including, but not limited to, the implied warranties of functionality and fitness for a particular purpose. Unless otherwise specifically agreed, all College furniture, fixtures, and equipment offered for the contractor's use is supplied in "as is" condition and the contractor shall use it at their own risk. The listing of furniture, fixtures, and equipment inventory shall be incorporated into the contract between the contractor and the Colleges.

SECTION 8: CONTRACT TERMS & CONDITIONS

8.1 Term

- a. Contract Term. The term ("Term") of the contract (to be prepared by MCCS and signed by the participating Colleges, and the selected contractor) will be for three years (3) years, beginning July 1, 2021, and ending on June 30, 2024. MCCS shall have the option to renew the contract for two (2) one-year renewal terms (each a "Renewal Term") by providing the contractor with one hundred twenty (120) days written notice of renewal prior to the expiration of the Term or Renewal Term.

8.2 Termination

The contract shall contain the following clause with respect to termination:

- a. Termination With Cause. The contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices for operation of Bookstores serving each institution. If the contractor shall fail to fulfill or perform any material obligation of the contractor under the contract (to be established upon the selection of a contractor) and such failure shall continue for sixty (60) days following written notice (the "Default Notice") from MCCS and the Colleges to the contractor informing the contractor of its failure to fulfill or perform said material obligation, then MCCS and the Colleges may terminate the contract by providing the contractor with written notice (the "Termination Notice").
- b. Termination Without Cause. MCCS and the Colleges may terminate the contract at any time by providing the contractor with one hundred-twenty (120) days written notice.
- c. Termination For Bankruptcy/Insolvency. MCCS and the Colleges may terminate the contract immediately upon written notice to the contractor if the contractor 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 contractor, a receiver is appointed, or if any substantial part of the contractor'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.

8.3 Contract Administrator

- a. Contract Administrators. MCCS Chief Financial Officer, or designee, will be the contract Administrator, for any contract that results from this RFP. Each College will have a designated contract Administrator to oversee contract with respect to the Bookstore operations pertaining to their campus.

8.4. **Legal Fees**

- a. Legal Fees. The contractor shall be responsible for any attorney and/or court fees in the event the contractor defaults and court action is required.

8.5 **Contract Award**

- a. If the Colleges accept a Proposal, a Contract For Bookstore Management Services will be prepared by MCCS and the Colleges, and signed by MCCS, the Colleges, and the contractor.

8.6 **Compliance With Laws**

- a. The contractor 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.
- b. 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.

8.7 **Confidentiality**

- a. Except as required pursuant to Applicable Laws, the contractor 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 contractor in connection with the services or the contractor’s performance of this Agreement.

8.8 **MCCS Standard Agreement To Purchase Services / Standard General Provisions**

- a. 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 C and Notice to Vendors and Bidders included in Attachment D.

ATTACHMENTS

- Attachment A- Customized Bookstore Services
- Attachment B- Financial Bid Form
- Attachment C- Standard Agreement To Purchase Services / Standard General Provisions
- Attachment D- Notice To Vendors And Bidders

**ATTACHMENT A
CUSTOMIZED BOOKSTORE SERVICES**

The Bookstores offer a variety of customized services at each institution. The contractor shall provide customized services to meet the needs of each institution as described below. Please include a brief description of how you will accommodate the customized services for each institution.

INSTITUTION	CURRENT CUSTOMIZED SERVICES	DESCRIBE YOUR PLANS TO ACCOMMODATE CUSTOMIZED SERVICES
Central Maine Community College	<ul style="list-style-type: none"> • Art Supplies • Coursepacks • Computer / Laptop Program • Medical Program Supplies • Nursing Patches • Technical Program Supplies (packaged by the program) • Graduation Related Items (excluding regalia) • Print Cards (for student pay to print program) 	
Eastern Maine Community College	<ul style="list-style-type: none"> • Art Supplies • Tools and digital kits for programs • Computer / Laptop Program • Corporate and Community Education Programs • Course Related Supplies • Event Concessions Sales • Graduation Regalia • Online / Distance Learning 	
Kennebec Valley Community College	<ul style="list-style-type: none"> • Product Restrictions (i.e., no sales of candy, food, or beverages) 	
Northern Maine Community College	<ul style="list-style-type: none"> • Café Services (run by Aramark located in the Bookstore) • Computer / Laptop Program • Exclusive Campus Beverage Contract 	

Digital Content Materials	
CMCC	MCO299 Nursing Practicode coordinated directly through Financial Aid and Business Office – not a set agreement. Cengage Unlimited for Business majors (through bookstore)
EMCC	Cengage Unlimited for Computer Science , Electrical, Criminal Justice, Automotive
KVCC	MAT114 Tech Math, MAT117 College Algebra, and CPT117 Software Applications access codes are coordinated directly through Business Office
NMCC	Cengage Unlimited for Business majors (through bookstore)
SMCC	MindTap Through Cengage and InfoSec Learning Labs (through bookstore)
WCCC	No agreements with digital content providers
YCCC	No agreements with digital content providers

INSTITUTION	CURRENT CUSTOMIZED SERVICES	DESCRIBE YOUR PLANS TO ACCOMMODATE CUSTOMIZED SERVICES
Southern Maine Community College	<ul style="list-style-type: none"> • Art Kits • Automotive Meters • Telescopes • Pocket Nurses • Knife Kits • Nursing Uniforms • Computer Software • Event Sales (Author events and commencement) • Graduation Regalia (not currently distributing regalia through the Bookstore but would be interested in considering this going forward) • Online / Distance Learning 	
Washington County Community College	<ul style="list-style-type: none"> • Art Supplies (as needed for CED offerings) 	
York County Community College	<ul style="list-style-type: none"> • Art Supplies • Computer / Laptop Program • Corporate and Community Education Programs • Medical Program Supplies • Vet Tech Program Supplies • Nursing Uniforms • Lab Equipment and Supplies • Technical Program Supplies • Graduation Regalia • Online / Distance Learning 	

ATTACHMENT B
FINANCIAL BID FORM

(Note: Items listed on this Bid Form are in addition to all other financial requirements and obligations outlined in this RFP.)

1. COMMISSION AS A PERCENT OF COMMISSIONABLE SALES:

(%)

2. MINIMUM ANNUAL GUARANTEE:

(\$)

Note: The Contractor shall pay MCCS the greater of the Minimum Annual Guarantee or the Commission As A Percent Of Commissionable Sales.

3. AGGREGATE SIGNING BONUS:

(\$)

Note: On July 1, 2021, the Contractor shall pay MCCS the Aggregate Signing Bonus to be distributed to each institution by MCCS.

4. AGGREGATE ANNUAL TEXTBOOK SCHOLARSHIPS:

(\$)

Note: On July 1 of each contract year (beginning July 1, 2021), the Contractor shall pay MCCS the Aggregate Annual Textbook Scholarships to be distributed to each institution by MCCS.

5. FACILITY INVESTMENTS:
(Depreciated on a straight-line basis over three (3) years)

INSTITUTION	FACILITY INVESTMENT (\$)
Central Maine Community College	
Eastern Maine Community College	
Kennebec Valley Community College	
Northern Maine Community College	
Southern Maine Community College	
Washington County Community College	
York County Community College	
TOTAL FACILITY INVESTMENT	

(Note: The capital investment in the facilities must not include technology and equipment.)

6. TECHNOLOGY INVESTMENTS:

INSTITUTION	TECHNOLOGY INVESTMENT (\$)
Central Maine Community College	
Eastern Maine Community College	
Kennebec Valley Community College	
Northern Maine Community College	
Southern Maine Community College	
Washington County Community College	
York County Community College	
TOTAL TECHNOLOGY INVESTMENT	

PROPOSAL
SUBMITTED BY:

Company: _____

Authorized Signature: _____

Signer's Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C
MCCS STANDARD AGREEMENT TO PURCHASE SERVICES /
STANDARD GENERAL PROVISIONS

STANDARD AGREEMENT TO PURCHASE SERVICES

I. PARTIES

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

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

II. DATES OF SERVICES TO BE PERFORMED

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

III. DESCRIPTION OF SERVICES TO BE PERFORMED

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

IV. PAYMENT AMOUNT AND SCHEDULE

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

V. AGREEMENT ADMINISTRATORS

The Administrator of this Agreement for MCCS shall be:

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

The Administrator of this Agreement for Provider shall be:

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

Email: _____

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; and
- Fifth: Other (list specifically, if any):

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:

By: _____
Date

Printed Name: _____

Position: _____

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 MCCS 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, MCCS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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 MCCS 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 MCCS in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of MCCS. Any such termination shall be effected 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. MCCS AND GOVERNMENTAL REQUIREMENTS

The Provider warrants and represents that it will comply with all MCCS 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, epidemic or pandemic; quarantine restrictions; severe shortage of fuel, power or raw materials, change in law, executive or court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. MCCS 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

MCCS shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MCCS’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 MCCS with regard to this Agreement, any other Agreement with MCCS , including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to MCCS for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MCCS shall exercise its set-off rights in accordance with normal MCCS practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MCCS 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, religion, sex, sexual orientation, gender identity or gender expression, national origin, ancestry, age, physical or mental disability, or veteran status unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, physical or mental disability, or veteran status. MCCS encourages the employment of individuals with disabilities.

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 MCCS 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 MCCA in any and all legal actions that seek to compel MCCA to disclose under Maine's Freedom of Access Act any information that Provider has given to MCCA 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 MCCA any such information prior to executing this Agreement, and Provider's failure to so designate any such information will authorize MCCA 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 deappropriated, 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; permit any automatic renewal for term(s) greater than month-to-month; limit M CCS' recovery of lawful damages incurred as a result of Provider's breach of the contract; limit the time period under which claims can be made or actions brought arising from the contract; or provide precedence to Provider's terms over M CCS' standard terms and conditions, including addenda.

28. APPROVAL

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

ATTACHMENT D
NOTICE TO VENDORS AND BIDDERS

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

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

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