

**MAINE COMMUNITY COLLEGE SYSTEM
REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ACTUARIAL SERVICES
OTHER POST
EMPLOYMENT BENEFITS (OPEB)**

March 2025

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MAINE COMMUNITY COLLEGE SYSTEM
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BENEFITS (OPEB)

SUMMARY SHEET

Project: Maine Community College System (MCCS) is requesting proposals for professional actuarial services. These services are needed to provide all of the necessary actuarial calculations for other post-employment benefits (“OPEB”) in relation to MCCS’s implementation of Governmental Accounting Standard Board (“GASB”) Statement 74/75.

Location: Augusta, Maine

Requested Services: Professional actuarial and consulting services related to OPEB and the reporting associated with GASB Statement 74/75

Contact Person: Noel Madore
Senior Financial Analyst
Maine Community College System
323 State Street
Augusta, ME 04330
E-mail: nmadore@maineccc.edu
Telephone: (207) 629-4019

Submission Requirements: Letters or E-mail of intent to propose must be received no later than on March 27, 2025 with full proposals received no later than April 11, 2025

Requirements: See attached requirement

**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL ACTUARIAL SERVICES FOR OTHER POST
EMPLOYMENT BENEFITS (OPEB)**

PART I: INTRODUCTION

Objective

Maine Community College System (MCCS) is requesting proposals for professional actuarial services. These services are needed to provide all of the necessary actuarial calculations for other post-employment benefits (“OPEB”) in relation to the MCCS’s implementation of Governmental Accounting Standard Board (“GASB”) Statement 74/75. Qualifying proposals will be evaluated on established criteria, which include but are not limited to the respondent’s credentials, price and estimated timetable for completion of the work.

About Maine Community College System

Maine Community College System is established by Maine law as a public instrumentality of the State of Maine. There are eight reporting locations – seven colleges and the system office. The Maine Community College System Office is located in Augusta and administers system wide policies and procedures as established by the Board of Trustees. The System Office will serve as the central point within the scope of the services provided and will provide all the necessary payroll and employee demographic data for this RFP.

The following is a list of campuses statewide:

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

MCCS primary mission is to provide lifelong learning centers for the citizens of Maine at an affordable rate. MCCS was set-up as an instrumentality of the State utilizing the State of Maine’s benefit structure, which includes Health, Dental, Vision and insurance plans. MCCS has approximately 930 full-time and part-time benefited positions with a total budget for fiscal year 2025 of \$263 million.

Contact information

General inquiries regarding MCCA should be directed to Noel Madore. He can be reached at (207) 629-4019 or by e-mail at nmadore@maineccc.edu.

PART II: GENERAL GUIDELINES AND STANDARDS

RFP schedule

Release RFP	3/13/2025
Letter or E-mail of intent	3/27/2025
Last date for receipt of technical questions	4/2/2025
Last date for addendum release by MCCA	4/7/2025
Proposal due	4/11/2025
Anticipated selection of winning bid	4/17/2025

Eligibility

The respondent must demonstrate successful completion of services similar to those specified in the scope of services section of this RFP. Also, be able to meet the tight timeframe associated with the completion of the report.

Information or clarification

Questions regarding the procedures for responding to this RFP can be addressed to Noel Madore at nmadore@maineccc.edu. Material changes, if any, to the scope of services or bidding procedures will be transmitted by written addendum only. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the respondent is familiar with the nature and extent of the work and the equipment, materials and labor required. It is anticipated that the work on the contract will commence immediately as the finalized report is necessary for our financial audit which needs completion by August 31, 2025 with a preliminary report due in June 2025.

Submission of proposals

Proposals must be submitted by 4/11/2025 to:

Maine Community College System
RFP for Actuarial Services for OPEB
Noel Madore
Senior Financial Analyst
323 State Street
Augusta, ME 04330
nmadore@maincecc.edu

Proposals are PREFERRED to be received in an electronic format and received via e-mail, preferably a PDF file.

Evaluation Criteria

Proposals will be evaluated on the following criteria - (Order does not constitute weightings):

- Compliance to RFP
- Estimated time frame of completing valuation
- Qualifications - Credentials
- Approach
- Cost (Include the first full valuation year and the subsequent interim year)
- References

Late proposals or modifications

Proposals and/or modifications to proposals received after the designated time and date set for the proposal submission will not be considered.

Reservation for rejections and award

MCCS reserves the right to accept or reject any or all proposals or parts of the Proposals; to waive irregularities and technicalities; and to request re-proposals. MCCS also reserves the right to award the contract on such items MCCS deems will best serve the interest of the MCCS. If MCCS deems any or all proposals to be insufficient, for any reason, MCCS may not issue any contract as a result of this RFP.

PART III: DESCRIPTION OF MCCS OPEB POLICY

Current policy

The following summarizes the only material post-retirement benefit offered to MCCS retirees per MCCS's personnel policy:

Post-Retirement Health & Life Insurance

For purposes of this RFP, an employee must be eligible for retirement, meeting the years of participation criteria in order to receive between 50 to 100 percent payment of health insurance premium during retirement. This section shall also apply to an employee who is eligible for long term disability.

More detailed information on the eligibility for retiree health and life insurance benefits will be sent to the companies, as an addendum, to those vendors who send MCCS a letter or e-mail of intent to propose on this RFP.

Health insurance does not include dental or vision plans.

Current statistics and information

MCCS has approximately 930 approved full-time and part-time benefited employee positions. At any given time, a small number of these positions may be vacant. As of December 2024, there were approximately 852 retirees, of which 382 (31 without coverage, 372 with medical coverage) were enrolled in post-employment health insurance.

The following chart summarizes the number of existing full-time employees and their years of service as of December 2018:

<u>Years of Service</u>	<u># of Employees</u>
Less than 5 years	379
5 to less than 10 years	158
10 to less than 15 years	115
15 to less than 20 years	72
20 or more years	206

MCCS currently pays 100 percent of the health insurance premium for all full-time employees and a portion of the costs associated with dependents and spouses. Retirees who receive post-employment health insurance may purchase coverage for their spouse at the full cost rate.

MCCS participates in the State sponsored Health Plan which periodically goes out for bid. MCCS has been meeting its OPEB obligations by paying the Annual Required Contribution under GASB 45 before the adoption of GASB 74/75. A trust has been established for the OPEB retirement benefits.

PART IV: SCOPE OF SERVICES

Specifications to be addressed in RFP

MCCS is requesting proposals for professional actuarial services. These services are needed to provide all of the necessary actuarial calculations and valuations for other post-employment benefits (OPEB) in relation to MCCS's implementation of GASB Statement 74/75. Such valuations must include but are not necessarily limited to the following information:

- A. The actuarial determined value of total OPEB liability.
- B. Schedule of Changes in Net OPEB liability.
- C. Schedule of employer contributions (Actuarial Determined Contribution - ADC).
- D. OPEB Expense.
- E. Deferred outflows/inflows of Resources.
- F. Asset Breakdown and Reconciliation.
- G. Projection of total OPEB liability and actuarial value of assets.
- H. Necessary material to comply with GASB OPEB reporting and disclosure financial statement requirements.
- I. Implicit rate subsidy, if any, and the impact it would have on the OPEB liability.
- J. Cost projections regarding future liabilities of OPEB obligations.

Other services

The respondent should also be prepared to provide the following services:

- A. Provide consulting services regarding options for managing or eliminating future OPEB obligations.
- B. Present valuations and options to the governing board.

Contract term

Because a full valuation GASB 74/75 report is only required every other year, then, if a contract is awarded, MCCS will sign a two-year contract with the option of signing extensions in two one-year increments, but the total contract period will not exceed five years.

The initial contract shall commence upon approval by MCCS, unless another date is deemed more practical. The effective date of the valuation will be December 31, 2024 unless, in consort with the proposed vendor, another date is deemed to be more appropriate.

Appendix A is our standard contract which will serve as a basis for the winning bidder's contract.

Appendix B is the MCCS standard and terms and conditions for all MCCS contracts and your agreement to propose on the RFP constitute your acceptance of those terms.

Format and instructions for proposal

To achieve a uniform review process and to obtain a maximum degree of comparability, MCCS requests that all proposals be submitted using the following format:

A. Title Page: The title page must show the title of the RFP, the firm's name and the name, address and telephone number of a contact person.

B. Transmittal Letter: The transmittal letter shall not exceed two pages and must be signed by an authorized agent of the firm. The letter may summarize key elements of the proposal. The letter must stipulate that the proposal price(s) be valid for a period of at least 60 days to allow review and approval of the RFP.

C. Qualifications Section: This section should contain a general description of the firm, a description of the firm's experience with providing actuarial and consulting services to governmental entities or higher education specifically related to GASB Statements 74/75 and a brief resume for each staff who will be assigned to the engagement.

D. Approach Section: This section should provide a timeline of the approach that will be followed and describe how the firm will communicate, educate and coordinate efforts with MCCS to successfully complete the valuation. In addition, the respondent should describe or provide an example of the format of the end product of the valuation and how the information would be presented to the Board of Trustees.

E. Cost Proposal Section: This section shall include estimated hours, hourly rates and expenses to arrive at a not-to-exceed total cost for all of the specified and other services requested above. Include the full valuation year and the subsequent interim year in the cost section. An hourly rate for consulting beyond the scope of the specified and other services requested should also be provided along with a description of the types of value added services that may be available and useful.

F. References: The respondent shall furnish references of at least three public entities it has provided actuarial services to within the last three years, inclusive of public higher education institutions, if any. References must include the name of the entity, the name, address (including e-mail) and telephone number of a relevant contact person within the entity, and a brief description of the services provided.

APPENDIX A

MAINE COMMUNITY COLLEGE SYSTEM

STANDARD AGREEMENT TO PURCHASE SERVICES

I. PARTIES

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

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

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 _____

V. AGREEMENT ADMINISTRATORS

The Administrator of this Agreement for MCCS shall be:

Name:
Address: 323 State Street, Augusta, Maine 04330 Telephone:
Email:

The Administrator of this Agreement for Provider shall be:

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

V. AGREEMENT DOCUMENTS AND THEIR PRIORITY

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

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

VI. SIGNATURES

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

For MCCS:

By: _____
Date

Printed Name: _____

Position: _____

For Provider:

By: _____ Date

Printed Name: _____

Position: _____

RIDER A

MCCS STANDARD GENERAL PROVISIONS

1. 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. 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.

9. 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.

10. 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.

11. MCCS AND GOVERNMENTAL REQUIREMENTS

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. FORCE MAJEURE

MCCS may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, pandemic, endemic, public health emergency, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. 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.

18. 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.

19. 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.

20. 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. M CCS 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.

21. 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.

22. MCCS EMPLOYEES NOT TO BENEFIT

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

23. UNILATERAL CHANGES

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

24. TRADE SECRETS

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

25. NON-APPROPRIATION

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

26. 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.

27. 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,

APPENDIX B
NOTICE TO VENDORS AND BIDDERS:
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL M CCS CONTRACTS

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

1. Provide any defense, hold harmless or indemnity;
2. Waive any statutory or constitutional immunity;
3. Apply the law of a state other than Maine;
4. Procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. Add any entity as an additional insured to MCCS policies of insurance;
6. Pay attorneys' fees, costs, expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine's Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed; and
9. Automatic renewals for term(s) greater than month-to-month.
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 font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to "trade secret" exemption from disclosure under Maine's Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all

legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.