

REQUEST FOR PROPOSAL
CAMPUS ACCESS CONTROL AND CARD SOLUTION
Northern Maine Community College

I. GENERAL INFORMATION

A. Introduction

Northern Maine Community College was established in 1961, and the first class entered the college in 1963. Today, NMCC impacts over 2,000 students annually through various programs. More than 7,000 graduates are now meeting employer needs throughout the state, the nation, and abroad. Thanks to the support from business and industry throughout the state, NMCC is proud to have more than 250 individuals serve on advisory committees for our various programs. This ensures that NMCC's programs provide the most relevant, technically advanced information required in their industry. The College has earned the reputation of a top-quality educational facility. The NMCC campus has a cafeteria, student dormitory, and serves a large number of students that commute.

Northern Maine Community College's Information Technology Department built and operates a wide area network that supports all functions of the institutional operation and provides Internet services to staff, faculty and students. The College has wired and wireless connectivity to all facilities.

B. Purpose

Northern Maine Community College is requesting qualified Vendors to submit proposals for a complete Campus access control and card solution that will include identification, access control, and integrate with new or existing point-of-sale, food service, print/copy management systems.

A complete Scope of Work is described in **Section VI. SCOPE OF WORK**

II. RESPONSE REQUIREMENTS

In submitting the RFP response to Northern Maine Community College ("NMCC"), Vendor acknowledges that:

1. Vendor has reviewed the Campus Access Control and Card Solution Request for Proposals, including **Section IV: SCOPE OF WORK**
2. Vendor understands that the Vendor will be compensated for actual costs incurred during the project subject to a not-to-exceed price;
3. Vendor is responsible for partnering with other vendors to provide a complete solution.
4. Vendor possesses the financial ability and experience to complete the scope of this Project and provide required services; and,
5. Vendor understands that the "Cost Proposal" is not the only factor that will determine the selection of the Vendor firm, and that the Statement of Qualifications submitted by the Vendor will also constitute part of the criteria used in the selection.

Vendor Information on **ATTACHMENT "A"** must be completed and submitted with the proposal.

Additional Information:

1. The College retains the right to reject any or all of the RFP responses that it receives.

2. The College Purchasing Agent is the issuing this Request for Proposal (RFP) and all subsequent addenda relating to it. The Purchasing Agent is the point of contact regarding all response matters. The Purchasing Agent is the point of contact for all procurement and contractual matters relating to the requirements described in this RFP. The Dean of Technology and Facilities is the only person authorized to change, modify, clarify, etc., the specifications, terms, and conditions of this RFP and any contract(s) awarded as a result of this RFP.

A. Event Dates

Submit questions & Intent to Respond to	jaclark@nmcc.edu and cc: bingraham@nmcc.edu
Deadline for notification of Intent to Respond	February 14, 2019
Deadline for questions	February 22, 2019
Proposal submission deadline	February 28, 2019 @ 2:00pm
Award Date	March 15, 2019

B. Proposal Format

Proposals must be organized in the order presented in this RFP, and include a Quotation which is based on the information provided by NMCC. Proposals not organized in the prescribed manner may be eliminated from consideration. The Vendor must acknowledge Section II and respond, in order, to all of the items listed in the RFP beginning with **Section III** use the numbering system of this RFP; and be complete and comprehensive in a concise manner.

Supplemental technical information, product literature and other supporting materials that further explain or demonstrate the proposed system capabilities may also be included within the proposal response as Addendums.

All Vendors who provide a proposal in response to this RFP are responsible for all costs associated with preparing that proposal, answering all questions, providing the College with requested information, and, if short-listed, making a Vendor presentation to the NMCC. NMCC is under no obligation to incur or reimburse any Vendor for any proposal costs.

III. VENDOR INFORMATION AND PARTNERSHIP CAPABILITIES

A. Vendor Experience

Please provide information about the Vendor's background and experience in developing, supplying and maintaining online, real-time Campus Card Systems and campus-wide ID cards to colleges and universities. Provide information on the implementation team and experience.

B. Vendor Contacts

Please identify the following individuals who will act as contacts for NMCC:

1. The sales representative/account manager point of contact.
2. The corporate executive who has the authority to negotiate for and bind the company.

C. Vendor Partner Experience

Please provide information about all partner's backgrounds and experience in implementing and integrating their component of the online, real-time Campus Card System and campus-wide ID cards to colleges and universities.

D. Reference Accounts

The Vendor must be able to demonstrate an established, successful track record of past performance in providing products and services closely related to the requirements specified in this RFP. NMCC reserves the right to visit a Vendor site, at the NMCC's expense, to witness a functional demonstration of the proposed system and peripheral devices.

Please provide three reference accounts/installations, showing company experience in receiving contracts for the delivery of campus card systems similar to the one proposed, to other college and/or university clients. At a minimum, the reference accounts must be using the Vendor's proposed system(s) supporting the following applications:

1. Issuance of campus-wide ID Cards
2. Food Service/M meal Plans
3. Point of Sale, Prepaid Services/Credit
4. Print and copy management
5. Access control and entry

Information should include the institution's name, address, and telephone number, and the name and title of the person to contact.

E. Cost Proposal

Vendors are requested to organize a Cost Summary page with the following items.

1. Total cost for the proposed system
2. License, Maintenance and Support cost
3. On-site implementation and installation
4. Training program costs
5. Summation of Year 2 costs

F. Award Criteria

Each proposal will be evaluated on the following criteria. The criteria will be weighted by the selection team based on the value of each criteria. Proposed systems will be evaluated on the following criteria:

1. Compliance with RFP specifications, 11%
2. Implementation method including: Project Management; Design and installation; Test Management; Production Cutover; Transition to Support, 11%
3. Cost of services is commensurate with value. Value-added services or capabilities will be considered, 12%
4. Vendor's experience and performance in providing online, real-time Campus-Wide systems to colleges and universities, 12%
5. Campus-Wide applications and features offered flexibility and scalability, 11%
6. Vendor's capabilities as a comprehensive source for Campus-Wide system products and services in an ongoing business partnership relationship, 11%
7. Customer service and on-going support services, 11%

8. System architecture, design and ease of integration with existing campus database/information systems, 11%
9. Training plan, 10%

IV. SCOPE OF WORK

NMCC is seeking a turnkey solution from the vendor to supply a complete plan including partnering with other suppliers to provide all technologies, capabilities and integrations for implementation. It must include a completely designed solution. All components must be described in detail with information of any requirements. Partners for each component must be clearly identified. A complete description of the project management method and sample implementation plan. Integrations and how they are achieved and the technical details on the integration.

In general, describe the administrator system and interface and how privileges are assigned for each of the required functions.

Please describe any card production technology and how that technology integrates with the enterprise wide transaction system.

The following sections describe the functional requirements for each components in detail.

A. Identification Card

NMCC College currently uses Datacard ID Centre for identification of staff and students. The system must allow for the use of previously captured and stored JPEG images with the current system. The system must also be able to print new ID cards and read proximity IDs from the new printed ID card. Once the information is read from the card it needs to be placed into the ID card system automatically.

Required functionality is:

1. Production of cards at multiple locations
2. Integration with Jenzabar for student information
3. Integration with Jenzabar for personnel information
4. Must have the capability to disable lost or stolen cards or ability to create a replacement

B. Food Service Payment Card

NMCC is in the process of soliciting for food service providers. The food service vendor will provide the POS for the food service locations. Integration between systems will be required.

1. Student cafeteria use of card for meal plans:
 - a) Dorm Student Meal Plan
 - b) Commuter Meal Plan
2. Department cafeteria use for direct department charge
3. Integration with Jenzabar and posting for each transaction (separate table for import/export)
4. Facilitate fund disbursement and settlements to external vendors and allocations to internal departments

C. Point of Sale Transaction Card

Currently, most POS transactions are handled with cash. The card must have the capability to be used like an on-campus debit card. There are some future additions planned, such as laundromats.

1. The transactions are debited to the student's account.

2. The account must have the capability to be loaded from their grant, scholarship or award balance after tuition and associated fees are deducted.
3. Cardholder self-service including web-based deposit capability
4. Can be used at the Follett bookstore for payment both on campus and at the Follett website.
5. Ability to use the card at locations throughout the campuses
 - a) College Store
 - b) Vending pods
 - c) Events
 - d) Security for parking passes

D. Print, Copy and Fax Transaction Card

NMCC currently uses Papercut NG for print services and Papercut MF for copiers. The card must have the capability to work with these solutions.

E. Access Control Card

NMCC has a mix of access control throughout the campuses. We are looking to standardize on one system and extend that system to all other locations. NMCC currently has 14 Kantech KT-300 and KT-400 controllers for access control. The Kantech system controls 25 doors across different building across the campus. Any access control system will need to integrate with these systems or replace the controllers and work with the existing door hardware. The college is also looking to add 4 new doors as part of a renovation project. These doors should utilize the recommended controllers and utilize wireless locks.

F. System Integration and Software Interface

The system must integrate with our source system running Jenzabar EX 7.X. We also use PayPal for online payments. The integrator must provide all development/programming for desired interfaces. Provide documentation on application programming interfaces (APIs) available in the products for this and the type of web services are required.

The workflow design and solution for integration between the card system and ERP/SIS services.

G. General Portal and Web Requirements

The solution should provide, where appropriate, a comprehensive user interface to the application that allows all objects and services to be configured and managed.

In addition, all web-based user interfaces should:

- Be fully portable to a wide range of devices, including, but not limited to desktop computers, laptops, smart phones and tablets.
- Be fully functional on a wide range of current web browsers, including but not limited to Chrome, Safari, Firefox, Edge and Internet Explorer.
- Be fully compatible on a wide range of operating systems, including but not limited to Windows, MacOS, iOS and Android.
- Be capable of displaying NMCC branding and terminology.
- Be customizable based on NMCC needs.

V. ATTACHMENT "A"

Proposal Submitted By:	
Vendor proposal is submitted as a corporation, partnership or individual.	
State of Incorporation:	
Printed Name:	
Title:	
Mailing Address:	
Telephone No.:	
E-mail Address:	
Federal EIN:	
Fax No.:	

SIGNATURE: _____ DATE: _____

RETURN Proposal TO:	Emailed to: jaclark@nmcc.edu Sent to: Northern Maine Community College Julie Clark – Access Control and Card RFP 33 Edgemont Drive Presque Isle, ME 04769
Proposal DUE:	RFP responses should be received by the College no later than February 22, 2019 at 2:00pm. <i>Facsimiles will <u>not</u> be accepted. E-mail ONLY</i>
QUESTIONS:	Julie Clark at 207-768-2714 or jaclark@nmcc.edu All addenda and responses to questions will be posted at http://www.nmcc.edu/rfp .

VI. ATTACHMENT "B" MCCS Contract

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: _____ 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: _____

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 thereunder.

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, including attorneys fees, 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

Neither party to this Agreement shall be liable for non-performance of any obligation under this Agreement if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, and interruption of utility services, war, acts of terrorism and other foreseeable accidents. The time period for performance of the obligation excused under this section may be extended 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, religious creed, sex, national origin, ancestry, age, mental or physical disability, genetic information, sexual orientation or gender identity, unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, ancestry, veteran's status, mental or physical disability, genetic information, sexual orientation or gender identity.

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, religion, sex, national origin, ancestry, age, veteran's status, mental or physical disability, genetic information, sexual orientation or gender identity.
- 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 Office or public institution in a position that would constitute a violation of 17 MRSA § 3104 or MCCS 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 MCCS, 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 MCCS 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. 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.

24. UNILATERAL CHANGES

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

25. TRADE SECRETS

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

26. NON-APPROPRIATION

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

27. INTERPRETATION

Provider agrees that, in all matters relating to or arising from this Agreement, M CCS does not agree to: provide any defense, hold harmless or indemnity; waive any statutory or constitutional immunity; apply the law of any jurisdiction other than the State of Maine; procure any type or amount of insurance beyond that M CCS already maintains; waive any right of insurance subrogation; add any entity as an additional insured to M CCS policies of insurance; pay any attorneys’ fees, litigation costs and expenses or liquidated damages; promise confidentiality in a manner contrary to Maine’s Freedom of Access Act; and does not agree to permit any automatic renewal for term(s) greater than month-to-month.

28. APPROVAL

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

VII. ATTACHMENT “C” 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, expenses or liquidated damages;
7. Promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;
8. Permit an entity to change unilaterally any term or condition once the contract is signed; and
9. Automatic renewals for term(s) greater than month-to-month.

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

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