



## REQUEST FOR BID (RFB)

Administered by:  
CENTRAL MAINE COMMUNITY COLLEGE  
1250 TURNER STREET  
AUBURN, MAINE 04210

### Campus Dining and Catering Services

Date: January 31, 2024  
Bid Due: **March 8, 2024**

**Inquiries and bids can be sent to:**

**Inquiries:**

Maureen Aubé  
Dean of Finance & General Services  
Central Maine Community College  
1250 Turner Street  
Auburn, Maine 04210  
Phone (207) 755-5235  
E-Mail: [maube@cmcc.edu](mailto:maube@cmcc.edu)

**Bid Submission:**

Maureen Aubé  
Dean of Finance & General Services  
Central Maine Community College  
1250 Turner Street  
Auburn, Maine 04210  
Phone (207) 755-5235  
E-Mail: [maube@cmcc.edu](mailto:maube@cmcc.edu)

## 1.0 GENERAL INFORMATION

### 1.1 Purpose:

This Request for Bid (RFB) states the instructions for submitting bids, the procedure and criteria by which a vendor may be selected and the contractual terms by which the College intends to govern the relationship between it and the selected vendor.

1.2 Definition of Parties: Central Maine Community College will hereinafter be referred to as the "College." Respondents to the RFB shall be referred to as "Bidders." The Bidder to whom the contract is awarded shall be referred to as the "Contractor."

### 1.3 Scope: Begins on page 11.

1.4 Evaluation: Award will be made to the low bidder(s) provided that all other requirements are satisfactorily met. However, consideration will be given to the bidder's qualifications, references, and capabilities to provide the specified service.

1.5 Communication with the College: It is the responsibility of the bidder to inquire about any requirement of this RFB that is not understood. Responses to inquiries, if they change or clarify the RFB in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFB. The College will not be bound by oral responses to inquiries or written responses other than addenda.

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

1.7 Award Protest: Bidders may appeal the award decision by submitting a written protest to Central Maine Community College's Dean of Finance and General Services within five (5) business days of the date of the award notice, with a copy to the successful bidder. The protest must contain a statement of the basis for the challenge.

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

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

1.10 Bid Understanding: By submitting a bid, the bidder agrees and assures that the specifications are adequate, and the bidder accepts the terms and conditions herein. Any exceptions should be noted in your response.

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



- 2.6 Equal Opportunity: In the execution of the contract, the Contractor and all subcontractors agree, consistent with College policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The College encourages the employment of individuals with disabilities.
- 2.7 Sexual Harassment: The College is committed to providing a positive environment for all students and staff. Sexual harassment, whether intentional or not, undermines the quality of this educational and working climate. The College thus has a legal and ethical responsibility to ensure that all students and employees can learn and work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined as College policy by the Board of Trustees. Failure to comply with this policy could result in termination of this contract without advanced notice. Further information regarding this policy is available from, Human Resources, Central Maine Community College, 1250 Turner Street, Auburn, ME 04210, (207) 755-5396.
- 2.8 Smoking Policy: Central Maine Community College must comply with the "Work place Smoking Act of 1985" and MRSA title 22, 1541 et seq, "Smoking Prohibited in Public Places." In compliance with this law, Central Maine Community College has prohibited smoking on campus. This rule must also apply to all contractors and workers that are on campus. The Contractor shall be responsible for the implementation and enforcement of this requirement.
- 2.9 Parking Regulations and Use of Walkways: Unregistered vehicles on the College campus are subject to a parking violation ticket and/or towing off campus. Contractors are advised that parking regulations are strictly enforced by City of Auburn police. Towing will be at the Contractor's expense.
- 2.10 Payments: Payment will be upon final acceptance of product and submittal of an invoice to the College, by the Contractor on a net 30 basis unless discount terms are offered.

## Schedule

The following schedule will be adhered to as closely as possible. Any formal revision to the dates outlined below will be communicated by way of an official addendum

Request for Proposal Issued:	Wednesday, January 31, 2024
Mandatory Pre-Proposal Conference and Campus Tours:	Friday, February 16, 2024 9:00 AM
Last Date for Questions via Email:	Friday, February 23, 2024
Proposal Due Date:	Friday, March 8, 2024 1:00 PM
Presentations by Invitation:	Week of March 22, 2024
Evaluation Concluded/Letter of intent Issued:	Friday April 12, 2024
Effective Date of New Contract:	Friday July 1, 2024

- 1. Cover Letter**
- 2. Table of Contents**
- 3. Executive Summary**
- 4. Company Overview**
- 5. Mustang Dining Program**
  - a. Provide an overview how you approach designing a program specifically tailored to meet or exceed the needs of CMCC.
  - b. Provide a four-week cycle menu addressing the concepts proposed for the Mustang Dining Room.
    - i. Explain and demonstrate in your menus, how seasonal changes are reflected.
    - ii. Explain how your menus are developed for each individual location.
    - iii. Explain how you will address the need for special diets.
    - iv. Explain how all foods will be labeled (local, contains nuts, vegan, vegetarian, gluten free, and so on).
    - v. Describe each concept in detail and include minimum levels of service (number of solid meats, healthy choice items, vegan, vegetarian, etc. as it relates to the concept) for each concept.
  - c. Address how local food and suppliers will be used in conjunction with the CMCC program.
  - d. Include a marketing plan specifically designed for the Mustang Dining Commons Dining Room.
    - i. What are the goals of your marketing plan for Mustang Dining Commons.
    - ii. Examples of brochures, custom website and other promotions are encouraged.
    - iii. Explain how you will evaluate the effectiveness of your marketing program and what the College should expect to see as a result of that evaluation. Actual examples of how you evaluate marketing programs from other account locations may be included as examples.

## 6. Marketing

Provide a detailed plan for marketing the sale of commuter meal plans.

### Mustang Dining Hall

- a. Each bidder is to submit a complete retail menu, including price and portion. Include:
  - i. A marketing plan specifically designed for the Mustang Dining Commons.
  - ii. What are the goals of your marketing plan for Mustang Dining Commons.
  - iii. Examples of brochures, custom website and other promotions are encouraged.
  - iv. Explain how you will evaluate the effectiveness of your marketing program and what the College should expect to see as a result of that evaluation.
  - v. Actual examples of how you evaluate retail marketing programs from other account locations may be included as examples.
  - vi. Specifically address how you would market the Mustang Bucks program, including any special promotions or incentives to participate.
  - vii. Describe a meal transfer program.

### Central Station

- a. Each bidder is to submit a complete retail menu, including price and portion. Include:
  - i. A marketing plan specifically designed for the Central Station.
  - ii. What are the goals of your marketing plan for Central Station.
  - iii. Examples of brochures, custom website and other promotions are encouraged.
  - iv. Explain how you will evaluate the effectiveness of your marketing program and what the College should expect to see as a result of that evaluation.
  - v. Actual examples of how you evaluate retail marketing programs from other account locations may be included as examples.
  - vi. Specifically address how you would market the Mustang Bucks program, including any special promotions or incentives to participate.
  - vii. Describe the meal transfer program you are proposing.

## **7. Athletics & Student Activities**

The college would like to be able to feed its athletes when they are on the road and/or after games when the Dining Commons are not open. Please provide an example of how you might be able to accommodate these situations.

The college is looking for creative solutions for providing food service at sporting events in both the gymnasium and the outdoor athletic complex and student activities held both inside and outdoors. One thought is the possible use of a food truck that can be moved to different locations on campus and/or the creation of a concession stand in the gym. Please also include any examples of creative campus wide programming ideas you could see collaborating with Student Activities on.

## **8. Catering**

The College reserves the right to permit persons or companies other than the Contractor to use the premises, including the Dining Hall, Dining Hall Kitchen and servery for catering functions. Any third-party caterer requiring access to or use of the Dining Hall, Dining Hall Kitchen, servery or other spaces occupied by the contractor will be required to retain a suitable Contractor's employee (at the third party's expense) to oversee the event at Contractor's discretion. The kitchen and server are used approximately eight times per year by outside groups.

Contractor shall invoice the department that requested the catered service directly for catering services provided by the Contractor to the College departments and groups. College assumes no responsibility for preparation or issuance of catering invoices. All catering invoices to events catered for unaffiliated or third parties or their respective employees shall be sent directly to such persons or entities and the College shall have no obligation or liability therefore. All catering shall be subject to the Contractor's standard catering payment requirements as approved by the College.

College reserves the right to audit selected catering invoices prepared by the Contractor. Such audits may result in revised billings, should the College and Contractor agree that the subject original invoice requires revision.

The successful bidder must prepare and distribute a catering manual or guide to the College community each year. This guide will list reservation policies, suggested menus by event type, portions served, and per person price for each menu suggested. The guides will also be made available on the contractor's website.

Bidders shall submit a description of the catering program, including proposed policies proposed for CMCC as well as catering brochures, with prices for Presidential (High Level), every day, healthy/special diet and No-Frills (Student Club/Activity) options.

## **9. Management**

Provide the following information.

- a. Describe in narrative form as well as via an organizational chart the proposed management structure for CMCC from campus level to corporate support.
- b. Provide detailed one-page resumes for your key on-site leadership positions.
- c. Describe the process used to select these individuals.
- d. Provide a general narrative describing the background and experience of your proposed District Manager and Vice President.
- e. Detail the nature of what decisions regarding the CMCC program will not be made at the campus leadership level and indicate the level at which these decisions are made.
- f. Provide your proposed staffing schedule for each dining location, including full-time, part-time and management employees.
- g. Explain your policy regarding the hiring of existing dining service staff.
- h. Describe how your company would address the need for dietician services on campus.
- i. What credit card(s) will you accept; do you require a minimum purchase amount per transaction?

## **10. Financial**

The Contractor shall operate its Services for its own account on a profit and loss basis.

The Contractor shall be liable for all applicable federal, state, and local taxes, including the collecting and remitting of Maine sales tax, and shall comply with all applicable federal, state and local laws, ordinances, and regulations and shall obtain and pay for all necessary permits and licenses, unless otherwise specified in this RFB.

The Contractor shall keep full and accurate records and accounts in connection with the Dining Service. All such records shall be retained by the Contractor for a period not less than five (5) years and may be audited by the College or its designated representatives at any time during regular working hours with or without prior notice.

A monthly (period) Profit/Loss Statement shall be provided to the College and reviewed with the College's representative as needed. If supporting detail is requested to substantiate entries to the statement, these will be provided in a timely manner to the College's representative.

The contractor is required to accept credit card transactions at all locations.



Investment - The College expects each bidder to make an investment in the future of the program by providing capital resources to fund the renovation of the Mustang Dining Kitchen and other food service related items (equipment) that may be needed. Amortization is limited to five years. A contractor owned system designed to manage the retail and board dining program is a required investment. Contractors must outline a payback schedule separate from the board plan expenses. If interest is charged, this should be explained as well. All renovations, equipment, smallware and other purchases made by the contractor will become the property of the College after full amortization.

Administrative Meal Plans: The Contractor shall provide four (4) Traditional 19 Meal Plans plus Two Hundred Dollars (\$200.00) Flex for each plan at no cost to the College.

## **11. References**

Provide the following information on three current college/university accounts that are similar in size and nature to that of CMCC (local/regional references are preferred):

- Account name and address
- Description and number of retail and board operations
- Food Service Director's Name and Contact Number
- Name, email address and telephone number of contract administrator
- Name, email address and telephone number of Dean of Finance or equivalent position
- Name, email address and telephone number of Dean Student Affairs or equivalent position
- Length of account tenure
- Dollar volume of the account by category: retail, catering and board for 2016-2023

References are due at the pre-proposal conference.

Representatives from CMCC may visit one or more of your reference accounts as part of this process.

Submit a list of regional higher education accounts lost (early termination or nonrenewal) over the past three years. Include the contact name, email address and phone number of your former account liaison, length of service at each account, and reason for loss. If the account liaison is no longer at the institution, list a person familiar with your service at the institution.

## **Pre-Proposal Conference**

### **Pre-Proposal Conference**

A mandatory pre-proposal conference will be held at 9:00 AM on Friday, February 16, 2024 at CMCC in Jalbert Hall 314. Parking permits are not required.

Bidders are required to confirm their intent to attend by contacting Maureen Aubé before Wednesday, February 14, 2024 at 12:00 PM (noon).

At the pre-proposal conference, each bidder is required to designate a central point of contact with whom all communication will be conducted.

The order of events is as follows:

1. Registration, welcome, and introductions
2. Overview of the RFB
  - a. Purpose
  - b. Deadlines
  - c. Question/Answers
3. Tour of Mustang Dining Hall and Central Station café
4. Closing
  - a. Summary of meeting
  - b. Schedule additional site visits
  - c. Adjournment

### **Questions**

Questions, which arise at or after the Pre-Proposal Conference, shall be addressed to Maureen Aubé at [maube@cmcc.edu](mailto:maube@cmcc.edu). The deadline for submission of questions, inquiries and requests for clarification is Friday, February 23, 2024. Answers to questions will be emailed to each bidder's central point of contact as soon as answers are available.

## SCOPE OF WORK

CMCC recognizes the important role campus dining has in the day-to-day success of students as well as the overall impact this program has on student recruitment and retention. The catering program impacts both on campus programming as well as off campus relationships and contributes to the overall image and success of the College.

The Contractor must design, market and maintain a campus dining and catering program that enhances the quality of life for students, faculty, and staff and contributes significantly to a total quality educational experience and the success of CMCC students. This requires experienced, professional management who exercise creativity and stay abreast of emerging trends in the food service industry. The contractor must offer quality foods that are nutritious, carefully prepared, attractively and professionally served in clean and comfortable surroundings; portions at reasonable cost; well-trained and experienced personnel; convenient service schedules; positive public relations; and economically sound business practices. All equipment and small wares are the property of the College.

### I. Mustang Dining Commons

Located in the largest building on campus, Jalbert Hall, Mustang Dining Hall is currently an a la cart for the residential dining program as well as commuter students, faculty, staff and visitors.

#### Preferred minimum hours of operation:

Academic Year:

Monday - Friday      7:00 am – 7:00 pm

Saturday – Sunday    10:00 am- 6:00 pm

Summer:

Monday- Friday      7:00 am - 2:00 pm

Number of Meal Plan Participants:

FY-- 7/1-6/30

FY	Semester	Meal Plans
FY2017	FA	271
FY2017	SP	222
FY2018	FA	298
FY2018	SP	217
FY2019	FA	281
FY2019	SP	215
FY2020	FA	302
FY2020	SP	208*
FY2021	FA	71**
FY2021	SP	50**
FY2022	FA	226
FY2022	SP	177
FY2023	FA	323
FY2023	SP	260

\*This is the number we started with before we closed the halls in March 2020 due to COVID-19

\*\*Housing was limited to students who had in person classes or were homeless due to COVID-19

## II. **Resident Meal Plan**

CMCC rates, per MCCS Board of Trustees policy, are established based on the rates charged by the university campus within a region. CMCC room and board fees are the maximum allowed.

Current Meal Plan: Provides \$24.00 per day/7 days a week for 105 days plus \$100.00 in overcharge per semester.

CMCC is open to Block Meal plans in which various dining opportunities are available to our students.

### **Traditional 19 Meal Plan**

Provides 19 dining opportunities per week at Mustang Dining Commons plus \$50 in flex cash per semester to use at any dining location on campus. The 19 Meal Plan also includes 2 guest meals a semester.

### **Block 223 Meal Plan**

Equivalent to 14 dining opportunities per week at Mustang Dining Commons plus flex cash per semester to use at any dining location on campus.

### **Block 159 Meal Plan**

Equivalent to 10 dining opportunities per week at Mustang Dining Commons plus flex cash per semester to use at any dining location on campus.

### **Commuter Meal Plans**

Commuter Meal Plans do not expire until all meals and flex dollars have been used and carry over from year to year and remains active as long as the account records one transaction per year. The Contractor is responsible for the sale of these plans. The contractor currently retains all revenue associated with these plans.

- 10 Block Meal Plan Plus \$50.00 Flex
- 25 Block Meal Plan Plus \$100.00 Flex
- 40 Block Meal Plan Plus \$75.00 Flex

### **Declining Credit Balance (DCB) Meal Plan**

The College is interested in offering a Declining Credit Balance (DCB) Meal Plan.

## III. **Central Station**

Central Station is located in Jalbert Hall at the center of campus is located in a high traffic area. The current menu is a la cart and consists of muffins, bagels, cookies, fruit, smoothies, Mustang Rush energy drinks, soft drinks and coffee. The Cafe is closed during break periods and holidays when classes are not in session. The Cafe accepts cash, credit and One Card.

Central Station menu is seen as a fluid list of popular food items with new items, trendy items being introduced throughout the year as needed. New items introduced that do not appear on the approved menu price list may be added to the menu, following price approval by College, for a trial period of 30 days. At the conclusion of this 30-day period, the prices and portions for all new items shall be evaluated and submitted to the College for approval and subsequent addition to the approved price list at the introductory price.

Preferred hours of operation are:

Academic Year:

Monday- Friday 7:00 a.m.-3:00 p.m.

Saturday - Sunday Closed

Summer:

Monday- Friday 7:00 AM - 1:00 PM

#### IV. Retail Sales:

FY	Dining Commons (Residents)	Dining Commons (Other)	Central Station (Residents)	Central Station (Other)
FY2017	\$565,258.49	\$314,123.51	\$24,089.13	\$54,939.09
FY2018	\$580,603.11	\$317,266.62	\$12,779.24	\$30,941.62
FY2019	\$585,876.53	\$328,553.62	\$16,009.55	\$25,213.09
FY2020	\$458,778.03	\$281,077.29	\$11,510.85	\$17,571.55
FY2021	\$99,883.54	\$87,123.81	\$1,858.70	\$6,611.13
FY2022	\$384,564.04	\$253,898.01	\$5,623.91	\$9,721.17
FY2023	\$601,473.94	\$357,671.76	\$20,357.95	\$16,794.93

#### V. Catering

Catering is a vital part of the College's image and community relations. At each event, the College expects exceptional quality, service and presentation. Catering is non-exclusive on campus. CMCC desires an innovative, highly marketed, service oriented and growing catering program. High food quality standards, attention to service, freshness, local products, presentation, customer satisfaction, and reasonable costs are overall catering goals.

Catering Sales:

FY17 - \$22,226

FY18 - \$13,258

FY19 - \$15,959

FY20 - \$ 3,550 covid 19

FY21 - \$ 0 covid 19

FY22 - \$6,540

FY23 - \$17,121

FY24 - \$35,291 as of 1/23/24

#### VI. Meal Card and Mustang Bucks Program Management

The successful contractor will be responsible for providing all cash registers, card readers and CPU to support the operation and management of the meal card and One Card programs. The contractor will also be responsible for the management of the program data, marketing and selling commuter meal plans and Mustang Bucks accounts. The contractor shall provide reports to the College as requested by the contract administrator. CMCC currently uses Touchnet/OneCard for POS.

## **VIII. Minimum Specifications and Program Requirements**

### **Mustang Dining Commons**

Quality ratings of raw food shall be no less than the standards of U.S. Grade A, Number #1, or equivalent as the case may be for meat, fish, poultry, eggs, produce products - fresh or frozen. Ground beef shall not exceed a 20% fat content. All canned products shall be USDA Choice or Fancy. No dented cans, cans with swollen tops or bottoms or rusted cans are permitted.

All foods served shall be wholesome and free from spoilage and decay. Uncooked items, such fresh fruits shall be clean and free from blemish. All foods shall, when served, be attractive in appearance and correct in temperature and consistency.

Display and serving areas shall be clean, orderly and attractive at all times. Specifically, the quality and appearance of food shall be observed by the Contractor prior to the start of each peak traffic or meal period, and as frequently thereafter as necessary for the duration of the high traffic period. Any spillage or soil spots shall be removed promptly from the counter, steam pans, and general serving area. Salads and other pre-dished items shall be frequently replenished or regrouped to prevent a sparse or disheveled counter appearance. Food serving areas are to be well stocked throughout the posted serving hours.

A copy of all Health Department inspection reports will be provided to the College on a timely basis.

The College may, at its discretion, require inclusion of certain local food and food supplies, or specific brands in the inventory and menu of the Contractor.

The Contractor, working with authorized staff members of the College and student committees, shall provide a variety of programs and special dinners for students at no additional charge. These shall range from holiday dinners to special "theme" dinners, complete with decorations and music appropriate for the occasion. These shall occur six times during the Academic Year. These meals shall be served and adequately promoted to encourage maximum student participation.

Premium night dinners (upscale special entree dinners) will be served twice each month during the academic year. Premium night will rotate between Monday, Tuesday, Wednesday and Thursday nights.

Exam treats will be provided in the Dining Hall at no extra charge to Board students a minimum of one (1) week per semester, as determined by the College. The contractor shall work in concert with the Dean of Finance and General Services to maximize the benefit of this program.

Progressive cooking will be the normal method of operation, staggering the hot entrees and vegetables so that relatively small amounts become ready for serving at progressive periods during the meal.

Appropriate food accompaniments will automatically be served with some dishes and placed on the condiment table. Examples include, but are not limited to, applesauce with pork, cranberry sauce with turkey, tartar sauce and lemon slices with fish.

Sauces, cream, sugar and appropriate sugar substitutes will always be available next to coffee cups; ice will be available next to the tea; and butter will be available next to the bread. The Contractor will have and utilize a standard recipe service. Cooks and bakers will be required to follow standardized recipes.

Each day's menu will be written with nutrition and eye appeal considered as important as cost and popularity.

Daily and weekly menus will be prominently posted at each station in the kitchens and in the dining rooms and on the dining website.

The Contractor will provide special meals/diets for students when approved in writing by the Accessibility Coordinator.

The Contractor will give the College all invoices or other information requested by the College to assist the College in ensuring that these specifications and any other specifications in the RFB and contract are being met.

## **IX. Retail/Catering**

The Contractor will have the opportunity to provide catering services on an occasional basis to off-campus groups

The Contractor will provide adequate levels of staffing and supervision for all catering events.

The College will assume responsibility for the set up and take down of tables and chairs for all catered meetings and events.

The Contractor will provide table props and theme decorations, as needed for all food and beverage displays.

Catering staff must be neat and clean in appearance and must be in appropriate formal uniforms. Uniforms will be provided by the Contractor.

The Contractor is responsible for the prompt removal of equipment and food residue following the completion of the catered meal or meeting.

The Contractor will ensure that the loading dock areas, service hallways, elevators, and all other pathways to kitchen facilities or service areas do not have any spills or food residue either during or after each catered event.

The Contractor will provide all linen and skirting. Linen will be clean, pressed, and neatly presented. The Contractor agrees to provide colored linens for food and beverage displays and make colored linens and napkins otherwise available.

The Contractor will ensure that food presentation and service staff is staged and ready a minimum of 15 minutes prior to scheduled service times.

The College does not hold a Liquor license. The contractor is responsible for obtaining a liquor license from the appropriate government authorities. The Contractor shall serve the alcohol and shall assume any and all liability resulting or any way relating to such service.

Catering prices and menu items will not change more than once per contract Year.

The Contractor shall provide adequate staff to take catering orders, advise event planners, and assist with menu selection.

**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.