



**REQUEST FOR PROPOSAL**

**No. 5869**

**FOR**

**TECHNICAL ASSISTANCE FOR BUILDING COLLABORATION  
AND CAREER PATHWAYS**

**Proposals Due: 2:00 p.m. Thursday, June 26, 2014**

**Submit Proposal to:**

**Macomb Community College**

**Purchasing Department**

**14500 Twelve Mile Road**

**Warren, MI 48088-3896**

**(Mailing Address)**

**or**

**[purchase@macomb.edu](mailto:purchase@macomb.edu)**

**Request for Proposal No. 5869 released June 5<sup>th</sup>, 2014**

**Dennis Costello**

**Purchasing Administrator**

**(586) 445-7308**

**[purchase@macomb.edu](mailto:purchase@macomb.edu)**

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**I. M-CAM Grant Project Overview**

Macomb Community College and seven other Michigan community colleges (Bay de Noc, Grand Rapids, Kellogg, Lake Michigan, Lansing, Mott and Schoolcraft) have formed the Michigan Coalition for Advanced Manufacturing (M-CAM). Based on an exhaustive market analysis, M-CAM will focus on career pathways in four strong job sectors: CNC Machining, Welding/Fabrication, Mechatronics/Multi-Skilled Technician, and Production Operations. The holistic M-CAM model will promote job readiness skills, basic skill development, pathways to degrees, employer involvement, education plans, and prior learning assessments. Each college in the coalition has committed to adopting key certifications in welding, metalworking, machining, and production to promote successful employment. Each college will work to augment response systems in their areas so that trade-impacted workers have timely access to services to meet emerging needs of employers.

M-CAM is funded by the DOL through a TAACCCT Grant of \$24.9 million awarded over four years and distributed to eight Michigan community colleges. This grant is designed to build the capacity of the participating community colleges to meet the workforce needs of manufactures. Cohorts of the state's Trade Adjustment Act eligible workers along with veterans, unemployed, or underemployed workers will be offered training resulting in certificates, credentials, and degrees leading to careers in advanced manufacturing.

M-CAM is a collaborative initiative bringing together inter-organizational and cross-sector stakeholders focused on building Michigan's capacity to timely supply the advanced manufacturing industry with qualified workers to enhance economic development for improved quality of life. M-CAM will create a response system of career pathways in CNC/Machining, Welding/ Fabrication, Mechatronics/Multi-Skilled, and Production that promote job readiness skills, basic skill development, pathways to degrees, employer involvement, education plans, and prior learning assessments.

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II. Proposal Instructions and Conditions

A. Intent

It is the intent of Macomb Community College through this Request for Proposal and contract conditions contained herein, to establish to the greatest extent possible, complete clarity regarding the requirements of both parties to the Agreement resulting from the Request for Proposal. Providers (vendors) with relevant experience and the ability to provide the necessary services in a timely fashion are encouraged to apply.

Specifications for the proposal are listed herein. All proposals must be for material, labor and services that meet or exceed all specifications described. Proposals for services that do not address all stated specifications may be considered invalid.

B. Schedule of Events

EVENT	Date
Optional Pre-Bid Meeting / Conference Call	June 12, 2014 @ 3:00 P.M.
Clarifications from Bidders Due	June 13, 2014
College Responses Sent to All Bidders	June 18, 2014
Deadline for Proposals and Public Opening	June 26, 2014 at 2:00 P.M.
Proposal Interviews of Top Vendors	July 16, or 17, 2014
College Board of Trustees Approval	August 19, 2014
Expected Contract Implementation	October 1st, 2014
Expected Date of Project Completion	September 30, 2016

**PLEASE NOTE: July 16th – July 17th ARE THE ONLY DATES AVAILABLE FOR PROPOSAL PRESENTATION. PLEASE BE PREPARED TO PRESENT YOUR PROPOSAL IN THIS TIME FRAME IF YOU ARE CHOSEN AS A FINALIST.**

**Optional Pre-bid meeting:**

To provide effective communication, a pre-bid meeting will be held by conference call to answer questions regarding this Request for Proposal. Vendors will have the opportunity to ask questions and receive answers at this open and public meeting. Those interested in responding to this RFP can participate in the conference by contacting the college's Purchasing Department at 586.445.7308 or [purchase@macomb.edu](mailto:purchase@macomb.edu). A representative from Purchasing will provide the meeting ID#, Password, and conference phone # to all interested parties. The optional pre-bid meeting will take place:

Date: Thursday, June 12, 2014  
Time: 3:00 P.M. – 4:30 P.M.  
14500 12 Mile Road, Warren MI 48088

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**C. Proposal Clarifications**

**Requests for Clarification:**

Clarifications will be accepted via e-mail through June 13<sup>th</sup>, 2014 and must include vendor name, contact name, phone number, e-mail address and reference to the Part, Subsection, and lines being addressed. Responses to clarifications will be shared with all organizations that were invited to submit a proposal, but without identifying the source of the inquiry. Macomb Community College will not be bound by any oral responses. E-mail questions to:

Dennis Costello  
Purchasing Director  
Macomb Community College  
14500 E. 12 Mile Road  
Warren, Michigan 48088  
e-mail: [purchase@macomb.edu](mailto:purchase@macomb.edu)

Proposals will be received by the Purchasing Department Office, 14500 E. 12 Mile Road, Warren, Michigan 48088 (mailing address), 16000 Hall Rd., Clinton Township, MI 48038 (office location) or [purchase@macomb.edu](mailto:purchase@macomb.edu) (e-mail address), **until 2 P.M. on June 26, 2014** at which time and place proposals will be publicly opened. Proposals submitted via email, should not include any zipped or executable files as these will be blocked by the College's security system and may not be considered as received on time (see Macomb Community College's website at [www.macomb.edu](http://www.macomb.edu) for a map of Center Campus and location of the Purchasing Department Office).

Vendors are required to prepare and submit, at their own cost, one signed original and two copies of the original proposal. Submission must include the vendor's full response including *all attachments, product services and specifications, and required vendor documentation*. Electronic submissions are preferred and must be Adobe Acrobat or Microsoft Word format. Vendors are encouraged to submit the proposal response under single cover. The outside of the envelope (for paper submissions) or the main body of the e-mail (for electronic submissions) must identify name of vendor and address of the party that received the RFP and the name of project for which the proposal is submitted (see RFP title page).

**D. Requirements for Signing Proposal**

Each vendor, by making a proposal, represents that this document has been read and is fully understood.

The proposal must be signed in ink or submitted digitally by an individual authorized to legally bind the person, partnership, company or corporation submitting the

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proposal. All manual signatures must have the name typed directly below the line of the signature.

**E. Proposal Response Format**

Proposals must follow the format designated in Part III below. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

**F. Confidential Information**

Information contained in proposals may be subject to FOIA (Freedom of Information Act) requests.

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**G. Right to Request Additional Information**

Macomb Community College reserves the right to request any additional information, which might be deemed necessary after the completion of this document.

**H. Proposal Preparation Costs**

The vendor is responsible for all costs incurred by the vendor or his/her subcontractors in responding to this request for proposal.

**I. Standard Forms and Contracts**

Any forms and contracts the vendor proposes to include as part of any agreement resulting from this proposal between the vendor and Macomb Community College must be submitted as part of the proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, and support agreements.

**J. Selection Criteria**

**1. Compliance to Specifications**

- A. Submission deadline compliance
- B. Proposal format
- C. Completeness of information supplied
- D. In Person Presentation of proposal

**2. Experience**

- A. Success with similar projects
- B. Pertinent experience, qualifications, certifications and past performance of proposed personnel that will be directly involved in providing services, including Subcontractors
- C. General impression of vendor's ability to successfully provide the required services
- D. Presence in the Michigan Region

**3. Proposal Price and Value**

- A. Alignment of response to the College's needs
- B. Labor rates and other charges or expenses

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- C. Value of the proposal to M-CAM
- D. Reference checks

**K. Selection Process**

1. Initial evaluation phase: Evaluation of all proposals received using data provided in the bid response form and overall compliance to II. See section II, J above.
2. After completing the initial evaluation phase of the process, the College will schedule a conference call with no more than three firms. Selected bidders will be required to:
  - a. Provide a 15 minute overview of their proposal including a brief description of their company, key personnel and how they would approach the project, followed by a 15 minute question and answer period.
  - b. Provide a budgetary statement of the cost to implement all aspects of the project.
3. M-CAM participants will evaluate, rate and select the winning vendor based on the written information provided in the proposal and the supporting presentation.
4. If Macomb Community College is unable to successfully negotiate and execute a contract for services with the company offering highest ranked proposal, Macomb Community College reserves the right to consider the second-ranked proposal.
5. A contract will be negotiated with the awardee through Macomb Community College's General Counsel.

**L. Federal or State Sales, Excise or Use Taxes**

Vendors shall include all applicable taxes, (Federal, State, and Local) in the proposal price. Macomb Community College is exempt from State Sales Tax.

**M. Right of Refusal**

Macomb Community College reserves the right to reject any or all proposals, either in whole or in part, or to waive any informalities or irregularities therein that are in the best interest of Macomb Community College.

**N. Turnkey Solution**

The proposal price will be the total dollar amount of all services, labor, and materials described herein. The proposal amount is to be held firm for at least ninety days from the proposal opening date scheduled for June 26, 2014.



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**O. Proposal to Become Part of Agreement**

This RFP, vendor's response and any subsequent written communications, along with any formal, signed agreement will become part of the contract documentation governing performance of this project. Where conflicts exist, the later dated document will govern.

**P. Confidential Information**

Information contained in the vendor's proposal that is company confidential must be clearly identified in the proposal itself. Macomb Community College will be free to use all information in the vendor's proposal for the College's purposes.

**III. Proposal Response Format**

**A. Introduction**

To facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this section. Proposals shall be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. *EMPHASIS SHOULD BE PLACED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.* All parts, pages, figures, and tables should be numbered and labeled clearly. The proposal should be organized as follows:

<u>Section</u>	<u>Title</u>
1	Executive Summary
2	Company Background
3	Proposed Solution Summary
4	Implementation Plan
5	List of Clients & References
6	Exceptions/Deviations from Proposal Requirements
7	Short Case Description of Previous Similar Projects

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

**B. Executive Summary (Section 1)**

This part of the response to the RFP should be limited to a brief narrative not to exceed one (1) page, describing the proposed solution. The summary should

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contain as little industry jargon as possible, and should be oriented toward non-industry personnel. The Executive Summary should not include cost quotations.

**C. Company Background (Section 2)**

Please limit your response to this section to one (1) page. Vendors must provide information about their company so that Macomb Community College can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The vendor should outline the company's background including a brief description (e.g., past history, present status, future plans, company size, etc.). This section should also include a brief description of the company's experience performing services similar to those described herein and the type of work in which the vendor specializes.

**D. Proposed Solution Summary (Section 3)**

Describe how vendor will address all of the requirements included in Part IV – Scope of Work and Deliverables. Include descriptions of the approach, sample project plans and final client deliverables that describe the Company's recommended solution. Also provide a listing of any pre-existing conditions required of Macomb Community College to begin work on the project, and a list of decisions that will need to be made by the College before the project can begin.

**E. Project Implementation Plan (Section 4)**

Provide a general work breakdown structure with a timeline and each milestone and decision point identified. The project plan(s) should include tasks, responsibilities, schedule and milestones.

The implementation plan should also include the overall project organization structure with key vendor and College staff identified.

Bidders shall identify and provide resumes of personnel to be directly involved with providing the products and/or services that are proposed herein, including:

1. **Account Manager/Executive** and a brief description of their responsibilities. To most effectively manage this process, the vendor shall designate a single representative to act as the primary contact, who shall have the authority to act on behalf of the vendor on all matters pertaining to this Agreement. Macomb Community College shall have the opportunity to interview the candidate(s) and have authority to approve/decline the individual to be assigned to the project.
2. **Other personnel.** List all relevant experience and qualifications of other personnel within your company that might be expected to provide services to Macomb Community College. Specifically identify the staff that would

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participate in this project, describe their responsibilities, background and areas of expertise.

3. **Subcontractors.** List all relevant experience and qualifications of any known subcontractors that might be expected to provide services to Macomb Community College in partnership with your company. The College reserves the right to reject proposals where subcontractor's experience, qualifications and/or references do not appear suitable to project expectations and requirements. *The intent to use a subcontractor must be identified in the RFP.*

In the event that an employee of the vendor is, in the opinion of the College, uncooperative, inept, incompetent, or otherwise unacceptable, the vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

**F. Project Costs (Section 5)**

REQUIRED:

All costs must be itemized in the vendor's response. The vendor's cost quotation must include all costs (e.g. travel and per diem, documentation, printing, etc.). In the event the product or service is provided at no additional cost, the item should be noted as "no charge" or words to that effect. The entire project must be quoted at a fixed price. It is the College's intent to establish known costs before a final contract is completed.

**A SAMPLE COPY OF THE BIDDERS MASTER SERVICES AGREEMENT OR CONTRACT MUST ACCOMPANY THE BID.**

**G. List of Clients and References (Section 6)**

Vendors must provide at least three client references. Include a brief description of the scope of engagement with the referenced client, and a contact person with appropriate contact information.

**H. Short Case Descriptions of Previous Similar Projects (Section 7)**

Include a short case description of previous similar projects which identifies key stakeholders, strategies, and outcomes.

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**I. Exceptions/Deviations from Proposal Requirements (Section 8)**

If the vendor finds it impossible or impractical to adhere to any portion of these specifications and all attachments, it shall be so stated in its proposal, with all deviations grouped together in a separate section entitled, "Exceptions/Deviations from Proposal Requirements." This section will be all-inclusive and will contain a definition statement of each and every objection or deviation with adherence to specific RFP sections. Objections or deviations expressed only in other parts of the proposal, either directly or by implication, will not be accepted as deviations, and the vendor in submitting a proposal will accept this stipulation without recourse.

**IV. Scope of Work**

**This document is a Request for Proposal (RFP) for Macomb Community College (College) for a qualified vendor (Vendor) to provide professional services for the M-CAM and a consortium of Michigan community colleges under the "Trade Adjustment Assistance Community College Career Training Grant (TAACCCT).**

Macomb Community College seeks a vendor who will provide a set of technical assistance offerings to enhance the development of career pathways through a peer learning network concept. Through the delivery of these technical assistance offerings Vendor will support the M-CAM colleges (Bay De Noc, Grand Rapids, Kellogg, Lansing, Lake Michigan, Macomb, Mott, Schoolcraft). Vendor will:

1. Provide professional collaboration services to M-CAM to facilitate robust connections between employers, partner colleges, and the organizations that set the certification program standards of nationally recognized credentials as stated in the Workplan and Grant Narrative (see attached Workplan and Project Narrative).
  - a. Provide professional collaboration facilitation for M-CAM planning and implementation activities. This includes determining meeting content, identification of subject matter experts, selecting appropriate collaboration tools and techniques, guiding the collaboration process, and communicating outcomes. To include:
    - i. Conducting 4 two-day meetings in year two of the grant. One in each M-CAM training area of welding, CNC-machining, Mechatronics/Multi-Skill, and Production.
    - ii. Facilitating discussions centered on aligning core competencies and building transitions from non-credit to credit programs with faculty, associations that offer industry recognized credentials, and employers.
    - iii. Conducting 3 meetings in person during year 3 of the grant to continue to support colleges in aligning core concepts and industry recognized credentials and building career pathways. Establish and raise the value

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- of workforce national credentials and college certifications with the employer base.
- b. Support engagement of manufacturing industry leaders by working with colleges to leverage national material for employer outreach and supporting companies as they improve policies and procedures for hiring practices based on certifications.
2. System development to identify and recruit students to the career pathways and enhance results.
    - 1) Provide examples of the kinds of research, informational resources and tools, and career advising approaches that result in students making more informed choices about their programs of study and that improve college persistence and employment outcomes.
  3. Support efforts to map the current M-CAM community colleges programs of study related to advanced manufacturing.
  4. Engage college leadership and faculty in mapping the industry-recognized certification program standards, learning content, and curriculum materials to the related programs of study.
  5. Facilitate the M-CAM development of a stakeholder connected system of student recruitment, training, and placement.
    - 1) The system to be developed will provide students with the ability to receive stackable credentials with multiple entry points along the way.
  6. Work collaboratively with the colleges to produce and analyze research related to current/real-time labor market trends and information for each college's specified region. The vendor will provide each college with:
    - 1) A skills gap analysis for each college based on labor market trends and real time labor market information (LMI).
    - 2) Assist the colleges in producing support materials so students can make informed decisions about job opportunities and potential career pathways in the 4 advanced manufacturing programs identified.
    - 3) Access to multiple LMI system(s) such as Burning Glass, EMSI, Career Coach etc.

**V. GENERAL CONDITIONS**

The topics in this section will inform potential vendors of typical language to be included in a contract resulting from this RFP.

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**A. Vendor as Independent Contractor**

This is not an Agreement of partnership or employment of Vendor or any of Vendor's employees by MACOMB COMMUNITY COLLEGE. Vendor is an independent Vendor for all purposes under this Agreement.

**B. Conflict of Interest/Disclosure**

No company or corporation in which an employee of the College has a direct or indirect interest shall transact business with the College unless such interest is disclosed to the Purchasing Department prior to entering into any contract or agreement with the College. Further, the employee shall not take part in the negotiations for or approval of such contract or agreement.

**C. Use of Qualified and Experienced Personnel**

Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a professional, work-person like, and dignified manner.

**D. Equal Opportunity Employer**

Vendor shall be an equal opportunity employer and shall conform to all Affirmative Action and other applicable requirements; accordingly, Vendor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, national origin, age, or sex in any manner prohibited by law.

**E. Compliance with Rules and Regulations**

Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon MACOMB COMMUNITY COLLEGE's premises shall obey the rules and regulations that are established by MACOMB COMMUNITY COLLEGE and the federal government (i.e. FERPA) and shall comply with the reasonable directions of MACOMB COMMUNITY COLLEGE's officers. MACOMB COMMUNITY COLLEGE may, at any time, require the removal and replacement of any of Vendor's employees for good cause.

In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

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**F. Non-interference with Institution Operations**

College's operations must continue uninterrupted throughout the completion of the work contemplated herein. Certain portions of the work must be performed and completed in such order as directed by MACOMB COMMUNITY COLLEGE's representative as to permit the orderly operation of MACOMB COMMUNITY COLLEGE's activities. Vendor shall review the work to assure that operations will not impede the utilization of the facilities.

**G. Responsibility for Personal Property**

MACOMB COMMUNITY COLLEGE shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of Vendor, its employees, Subcontractors, or material persons.

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**H. Copyright Indemnity**

The awarded Vendor shall indemnify and hold MACOMB COMMUNITY COLLEGE harmless from any claim that a product or accessory or its use, infringes on another person or company's patent, copyright, trade secret or other property right.

**I. General Indemnity**

To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend Macomb Community College and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting there from, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder. Vendor shall not be obligated to hold harmless, indemnify or defend Macomb Community College or its agents, employees, officers, or successors if any claim, cause of action, damage, loss or expense arises from the sole negligence or fault of a party indemnified hereunder.

Vendor shall assume the defense of Macomb Community College pursuant to the provisions of paragraph 5.16 within fourteen (14) days of receipt of written notice. Any legal cost or expense, including attorney's fees incurred by Macomb Community College for enforcement of its rights under paragraph 5.16 between the times by which Vendor should have assumed Macomb Community College's defense and the time when Vendor assumes Macomb Community College's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorney's fees, incurred by Macomb Community College in the successful prosecution of any litigation or arbitration seeking to enforce the provisions of paragraph 5.16 or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.

**J. Submitting Disputes to Arbitration**

Should the parties agree to submit claims, disputes or other matters arising out of this Agreement to arbitration, they may do so only with the specific, written agreement of all parties, including Macomb Community College.



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**K. Advertising / Permission**

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of Macomb Community College except on the specific written authorization in advance of Macomb Community College's Purchasing Agent. Vendor will limit and direct any of its advertising on Macomb Community College's premises to Macomb Community College's student media and bulletin boards, and shall make arrangements for such advertising through the Student Activities Department. Vendor shall not install any signs or other displays anywhere on Macomb Community College's premises unless in each instance the prior written approval of Macomb Community College's Purchasing Agent has been obtained. However, nothing in this clause shall preclude vendor from listing Macomb Community College on its routine client list for matters of reference.

**L. Survival Clause**

The terms, conditions, representations, and warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

**M. Governing Law**

This Agreement, and all matters or issues collateral to it, shall be governed by, and construed in accordance with, the law of the State of Michigan.

**N. Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, written or oral, prior to signing of a contract.

**O. Effect of Regulation**

Should any local, state, or national regulatory authority having jurisdiction over Macomb Community College enter a valid and enforceable order upon the College which has the effect of changing or superseding any term or condition of the Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the College of a material part of its Agreement with the Contractor. In the event this order results in depriving the College of materials or raising their costs beyond that defined in the Agreement, the College shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement

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term upon thirty (30) days prior written notice to the Vendor. Should the Agreement be terminated under such circumstances, the College shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

**P. Termination**

In the event that that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in writing via certified mail of such failure and demand that the same be remedied within ten (10) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) days written notice. Notwithstanding the foregoing, due to lack of State or County funding, MACOMB COMMUNITY COLLEGE may at any time during the life of this Agreement, terminate same by giving thirty (30) days' notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, MACOMB COMMUNITY COLLEGE shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving (30) days' notice in writing of such termination.

**Q. Assignment**

This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of Macomb Community College; any attempt to do so without said prior permission shall be void and of no effect.

**R. Ownership of Documents**

All plans, studies, documents and other writings prepared by and for vendor, its officers, employees and agents in the course of implementing this Agreement, except working notes and internal documents, shall become the sole property of Macomb Community College upon payment to Vendor for such work, and Macomb Community College shall have the sole right to use such materials in its sole discretion without further compensation to Vendor or to any other party. All designs, development and supporting materials related to this project become the property of the College. In the event the vendor fails to complete the project, all designs, development and supporting materials completed to date become the property of Macomb Community College.

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**S. Employment of Other Vendors, Specialists or Experts**

Vendor will not employ or otherwise incur an obligation to pay other vendors, specialists or experts for services in connection with this Agreement without the prior approval of MACOMB COMMUNITY COLLEGE.

**T. Final Acceptance of Work**

The plan proposed shall be defined to be finally accepted by the College after successful completion of all agreed upon deliverables as stated in Section IV. The College shall be the sole judge of whether all conditions for final acceptance criteria have been met.

**U. Non-Collusion Covenant**

The Vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the Vendor agrees that a duly authorized Vendor representative will sign a non-collusion affidavit, in a form acceptable to the College that the Vendor firm has received from College no incentive or special payments, or considerations not related to the provision of automation systems and services described in this Agreement.

**V. Vendor Not an Agent of Institution**

Macomb Community College retains all rights of approval and discretion with respect to the projects and undertakings contemplated by this Agreement. Vendor, its officers, employees and agents shall not have any power to bind or commit MACOMB COMMUNITY COLLEGE to any decision.

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**VI. SIGNATURE PAGE**

The undersigned agrees to the provisions of contract documents and hereby affix authorized signature(s):

Signature(s): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Print Name of Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IT IS MANDATORY OF ALL CONTRACTORS TO RETURN THIS SHEET FULLY  
COMPLETED WITH THEIR PROPOSAL.**