



**REQUEST FOR PROPOSALS  
Location Photography Services**

**ISSUE DATE:  
October 11, 2024**

**REVIEW OF PROPOSALS WILL BEGIN:  
October 25, 2024**

**E-MAIL PROPOSALS TO:  
smayo@mainecc.edu**

**INTRODUCTION**

The Maine Community College System (“MCCS”) seeks to enter into a contract with one or more individuals or firms to provide photography services on an as-needed basis.

**BACKGROUND**

The Maine Community College System (MCCS) is Maine's comprehensive two-year college system. The MCCS consists of seven colleges and a centralized System office. The seven colleges serve more than 30,000 students a year through early college, short-term workforce training, associate degree, certificate and advanced certificate programs. The System Office oversees photography used in marketing materials for a number of system-wide initiatives, among them: the MCCS website (mccs.me.edu) and MCCS publications including but not limited to reports, an annual viewbook, brochures, advertising, and collateral materials.

**REQUIREMENTS/SCOPE OF WORK**

The Maine Community College System is requesting information and qualifications from individuals or firms interested in providing photography services for MCCS marketing and informational materials, reports, web and social media content, and other System-wide and program specific projects and events on an as-needed basis. The contract will be between the vendor or vendors and the System Office, located in Augusta. MCCS will have unlimited usage rights to the photography.

Photography may take place at any one of the colleges or places of MCCS business around the state. College campuses are located in Wells, South Portland, Brunswick, Auburn, Fairfield, Hinckley, Bangor, Calais, and Presque Isle.

## REQUESTED INFORMATION

Photographers interested in being considered for this work are asked to provide the following information by close of business on October 25, 2024.

1. Vendor Overview
  - a. Name and location;
  - b. Contact information;
  - c. Brief, general description of your services and/or area of photography expertise;
  - d. Daily, half-day, and/or hourly rate, and description of included services for unlimited use of images (include any special terms that the firm or individual may offer to MCCS); and
  - e. Any fees for services not included in daily rate (such as digital processing, assistant fees, delivery of files, and travel expenses).
2. Samples of Work
  - a. Please provide Web links to samples of your work.
3. Client Base
  - a. At least 3 references of clients for whom you have provided similar services within the last 36 months. Include:
    - The organization name and location
    - A brief overview of the work performed for the client
    - Dates of service
    - Contact name, title
    - Telephone number, email address, and Web URL (if available)
4. Compensation Structure
  - a. The MCCS intends to contract with firms as independent contractors.

## METHOD OF AWARD

MCCS reserves the right to reject any or all proposals or parts of proposals and is not necessarily bound to accept the lowest offer if that offer is contrary to the best interests of MCCS. In making an award, intangible factors such as availability, creativity, reputation, and past performance will be weighed. MCCS may award more than one contract.

This contract for photography services will be awarded on the basis of the following criteria:

- Quality of work;
- Experience in location photography (both indoors and out-of-doors);
- Ability to respond to client needs in a collaborative and creative fashion;
- Experience and success in providing photography service to clients with similar needs of the MCCS;
- Ability to provide services in a timely manner; and
- Pricing structure.

## CONTRACT TERM

The MCCS will enter into a two-year contract with three one-year options to renew at the discretion of MCCS upon successful completion of the initial contract.

## CONTACT INFORMATION

Questions concerning this RFP should be submitted to [smayo@maineccc.edu](mailto:smayo@maineccc.edu) by 4 p.m. EST Friday, October 18, 2024.

Requested Information must be submitted by 4 p.m. EST on Friday, October 25, 2024, in order to be considered.

The Maine Community College System does not discriminate and is an equal opportunity/affirmative action employer. For more information, please contact the MCCS Chief Human Resource Officer at 323 State Street, Augusta, ME 04330, telephone 207.629.4000, fax 207.629.4048, or [bowen@maineccc.edu](mailto:bowen@maineccc.edu)

### **Bidders interested in being considered for this work must agree to the following terms and conditions:**

The terms and conditions, including pricing, of the final agreement resulting from this RFP process shall be available to any MCCS entity for the procurement of goods and services from the selected vendor(s). The University of Maine System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off the MCCS's contract if they should so desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable, to these additional entities.

### **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.