



REQUEST FOR PROPOSALS

**Customer Relationship Management (CRM) Software
for the Center for Workforce and Professional Development**

ISSUE DATE:

Reissued Tuesday, July 16, 2019

PROPOSAL MUST BE RECEIVED BY:

Friday, August 2, 2019, by 4:30 pm, Eastern Standard Time

DELIVER ELECTRONICALLY TO:

Michelle Hawley

Dean

Center for Workforce and Professional Development

Central Maine Community College

mhawley@cmcc.edu

Customer Relationship Management (CRM) software

This Request for Proposals (RFP) provides the instructions for submitting proposals, 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 chosen vendor.

Introduction

Central Maine Community College (CMCC), located in Auburn, Maine; delivers career and technical degree programs; education for transfer to baccalaureate programs; and services to support economic development and community vitality. The College is part of the Maine Community College System (MCCS), which is a seven-college system. CMCC offers 29 different majors and awards certificates and associates in arts, science, and applied science degrees. In addition, the College's Center for Workforce & Professional Development provides customized, industry-leading training programs to business, government, non-profit, and other organizations. The department offers non-credit and continuing education classes, professional development, digital badge programs, and certification courses on a wide range of topics and subject matter.

Scope of Work

Central Maine Community College (CMCC) is requesting proposals for Customer Relationship Management CRM software platform or cloud solution to be used in the Center for Workforce & Professional Development that will meet its core requirements out of the box with minimal modifications. The department currently does not utilize a CRM application. Staff records their interactions with businesses, customers, and learners in a variety of means, using different desktop applications and isolated systems. The College utilizes Jenzabar EX as a Student Information System. The intent for this software is to create efficiencies in the daily operation of the Center for Workforce & Professional Development.

CMCC expects the Vendor to perform the related professional services (e.g., best practices guidance, training, project management, implementation, integration, and report development) in a timely and professional manner. The desire is to phase into a centralized system to take advantage of automation, workflow, reporting, project monitoring, and improved customer interaction tools through connection to the College's WordPress website.

The ideal Vendor(s) shall have experience in successfully implementing the proposed solutions at similar agencies to Central Maine Community College and/or in larger agencies. The successful Vendor shall be responsible for the final CMCC approved design, installation, implementation and commissioning of the CRM system, including the development of mobile and web forms, user acceptance testing, system integration and connectivity to existing resources.

The Center for Workforce and Professional Development at CMCC will oversee the project. Product/service requirements follow.

CMCC welcomes responses from all qualified entities.

Product/Service Requirements

The CRM features:

- Manage multiple contacts related to a business
 - Integration into Jenzabar EX (Student Information System)
 - Ability to export data
- Sales automation
 - Sales funnel-Inquiry-Execution of contracts
 - Use AI to predict conversion rates

- Ability to track potential in a live dashboard
- Lead management
 - Automate outreach
 - Store communication templates
 - Tie into Microsoft Outlook
- Case management
 - Stores case management notes relating to all forms of outreach
 - Project timelines
 - Tie to Microsoft Outlook calendar
 - Manage project budgets
- Workflow automation
 - Customizable workflows
 - What skills are required to customize workflows?
 - Logs calls
- Integration options
 - Word Press website
 - Jenzabar EX
 - Microsoft Outlook
- Relationship intelligence
 - Enables staff quick access to information
- Usability
 - Customer interface when integrated with WordPress (current site) is consumer grade, easily customized, and is consistent mobile and desktop versions
- Budget creation and management
 - Invoice generation
- Template and document storage
- Meets Section 508 ADA compliance

Overall the CRM system must provide the following:

- Alignment with the functional requirements as defined in this RFP.
- An intuitive interface and a smooth learning curve to facilitate rapid adoption and minimize the need for external on-going training services.
- A system that is stable, secure, and accessible and supports business processes, service delivery, and transparency.
- Vendor must have an ongoing and sustainable product and corporate strategy to avoid obsolescence.
- Provide easy access to data for integration with other systems, reports, and data analysis.
- Contains a comprehensive library of standard reports and tools for the end user ad hoc reporting and queries.
- Foster collaboration and process efficiencies between divisions.

Platform requirements:

- Customization and extension of the platform
- CodeBase/Source Code Access
 - What skills are required to customize the solution?
- Single-or Multi-Tenant software
 - Can we control the application updates and version?

Vendor Qualifications

The vendor must have referenceable accounts with concerning product/service capabilities, customer satisfaction, and pricing flexibility. The vendor must have demonstrated success in providing this type of program to higher education institutions, preferably including community colleges. It is preferred that a vendor have an established working

relationship with the State of Maine and demonstrate knowledge of their data resources and systems as needed to support this project.

Contract Term

The initial term of product/service is expected to be two years, although other terms may be considered. Central Maine Community College, with the consent of the eventual Vendor, may extend the contract period beyond the indicated expiration date for up to a maximum period of five years.

Selection Process Regarding Selected Vendors including a timeline

7.16.2019	RFP Available to Vendors
7.25.2019	Questions via email sent to mhawley@cmcc.edu -no later than 4:30 pm Eastern Standard Time
7.26.2019	Compiled list of questions and responses will be forwarded to contacted entities and posted on the college's website
8.02.2019	Due Date for Proposals-no later than 4:30 pm Eastern Standard Time
8.05.2019 – 8.13.2019	Evaluation Period – may include vendor presentations
8.14.2019 – 8.20.2019	Up to the top three selected vendors after the interviews and demonstrations can be requested to provide the search committee with trial access to the product for seven days
8.21.2019	Best and Final Negotiations, and Contract Management

The search committee will include representatives from the Center for Workforce & Professional Development, Business Office, Public Relations, and Information Technology departments. The committee will recommend the award of a contract to the vendor deemed most qualified to provide the product/services. Other vendors will be ranked in order of their qualifications. College's decisions will be final.

Proposal Requirements

The proposal should be organized into the following sections:

1) Vendor Overview

- The name and location of your company.
- Location of the office that will be serving CMCC.
- Brief general description of your company, including business history and company objectives.
- The number of years of experience providing this type of product/service to clients.

2) A Statement of the Vendor's Qualifications

3) A Description of Product/Service that includes:

- One time set up for implementation related costs and timeframes required
- Project implementation plan
- User permission levels to include administrator, editing users, and read-only
- Documentation that provides the data structure, fields that are customizable and standard field values. Must include field lengths and field types.
- Integration options (such as Jenzabar EX, Microsoft, and WordPress, etc.) separate costs with/without integration
- Please explain how your solution handles:

- (1) account creation for users, including User ID requirements or limitations
- (2) integration with external user authentication (LDAP, AD, ADFS, SAML, and others)
- (3) user-initiated change of password
- (4) password complexity requirements
- g) Data storage and data protection strategies
 - (1) What PII is required in the account creation
 - (2) Data protection strategies in place
 - (3) Where is the data stored?
 - (a) Is the data stored in the Continental US?
- h) Is this product cloud-based or locally hosted?
 - i) If locally hosted, what are the technical specifications needed to support the installation of the CRM

4) Information on any Required Operational Systems

5) A Draft agreement if applicable

6) Orientation and Training

- a) Address how CMCC staff will have a dedicated contact including one on one initial training (site, online, or blended with support materials) with subsequent training as needed.

7) Support for Staff

- a) Describe in detail what ongoing support is available for staff to answer questions that arise, including descriptions of the methods used to provide support—online, telephone, combination, etc.
- b) How does this product provide off-hour support and cost and provide escalation channels?

8) Fees/Charges/Licensing Costs

- a) Please provide pricing for three tiers:
 - i) 1-5 users
 - ii) 5-10 users
 - iii) 10-15 users
- b) Fees should be broken down as appropriate by product costs, service costs, other costs, and specifics of any possible deviation from set fees. Grand total line meeting RFP requirements
- c) The annual cost by the number of users with any price differential and statement of renewal expense for a period of five/three years.
- d) Cost of optional add-in products with a brief description that is easily discernable from total meeting RFP requirements.

9) Client Base

- a) Provide a minimum of three and up to five references of educational or other public sector users of the proposed product/service and any additional relevant information that may be helpful in evaluating the product/service including:
 - (1) The organization name and location
 - (2) Starting date of product/service
 - (3) Relevant statistics and outcomes
 - (4) Contact name, title and telephone numbers

The references must be related to product/service acquisition performed in the last 36 months.

10) Proposals should not contain more than approximately eight pages of narrative writing.

11) Statement of Material Litigation

- a) Provide a statement on whether or not the company is currently involved in any material litigation, arbitration, or bankruptcy proceedings, or has been within the past three years directly or indirectly.

Method of Award

CMCC 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 interest of CMCC. In making an award, intangible factors such as availability, product/service capability, integrity, facilities, equipment, reputation, and past performance will be weighed. CMCC also preserves the right to award the whole or parts of the proposal to the chosen vendor(s).

This project will be awarded based on the following criteria:

- Responsiveness to this request;
- Cost;
- Scope/range of available information;
- Ease and flexibility of use;
- Quality of product/services;
- Available training and support services; and
- Company experience and qualifications.
- Proposals may offer a web-based demonstration of the proposed product/service, which will be scheduled at the discretion of Central Maine Community College (CMCC).

Notification of Award

It is expected that a decision selecting the successful vendor will be made within **45 days** of the closing date for the receipt of proposals.

Upon conclusion of final negotiations with the successful vendor, all vendors submitting proposals in response to this Request for Proposal will be informed, in writing, of the name of the successful vendor.

Competitive Negotiations

The College shall negotiate a contract with the most qualified vendor for a CRM at compensation, which the College determines, is fair, competitive, and reasonable. A firm/fixed price contract will be offered.

Should the College be unable to negotiate a satisfactory contract with the vendor considered the most qualified at a price the College determines to be fair, competitive, and reasonable, negotiations with that vendor must be formally terminated. The College shall then undertake negotiations with the second most qualified vendor. Failing accord with the second most qualified vendor, the College must terminate negotiations. The College shall then undertake negotiations with the third most qualified vendor.

Should the College be unable to negotiate a satisfactory contract with any of the selected vendors, the College shall select additional vendors in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

Conflict of Interest or Potential Conflict of Interest

Vendors have an obligation to disclose any actual or potential conflict that may affect their capacity to serve the best interest of MCCC, or that may reasonably be perceived as having this effect. Failure to disclose such conflicts may lead to

the disqualification of the vendor or the termination of its contract. Central Maine Community College/Eastern Maine Community College/Maine Community College System reserves the right to consider any potential conflicts of interest during the selection process.

College Professional Product/Services Contract

When CMCC engages a vendor to provide product/services, the vendor will be asked to sign a standard professional product/services contract setting forth the terms of the agreement.

The vendor selected to provide product/services would be required to show evidence of, and maintain through the completion of product/services, all required insurance.

Electronic Submissions:

All electronic submissions should be addressed to:

Michelle Hawley, *Dean*
Center for Workforce and Professional Development
Email: mhawley@cmcc.edu

Proposals must be received by **Friday, August 2, 2019, by 4:30 pm, Eastern Standard Time.**

To enrich education through diversity, Central Maine Community College is an equal opportunity/affirmative action institution and employer. For more information, call (207) 755-5233.

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.*

**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, M CCS 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 M CCS 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 M CCS in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of M CCS. 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. M CCS AND GOVERNMENTAL REQUIREMENTS

The Provider warrants and represents that it will comply with all M CCS 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 MCCA in any and all legal actions that seek to compel MCCA to disclose under Maine's Freedom of Access Act any information that Provider has given to MCCA 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 MCCA any such information prior to executing this Agreement, and Provider's failure to so designate any such information will authorize MCCA to conclude that no portions are so exempt.

26. NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, if MCCA does not receive sufficient funds to fund this Agreement and its other obligations, if funds are de-appropriated, or if MCCA does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then MCCA 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, MCCA does not agree to: provide any defense, hold harmless or indemnify; 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 MCCA already maintains; waive any right of insurance subrogation; add any entity as an additional insured to MCCA 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 MCCA policy on Contracts before it can be considered a valid, enforceable document.