



**323 State Street
Augusta, ME 04330**

**Competitive Bid
Request for Proposal**
This is NOT an order.

**Implementation of a Management Solution for the
MCCS Divisions of Workforce Training**

Issue date: April 10, 2020

Bidders conference: April 17, 2020, 2pm EST

Questions from bidders due: April 20, 2020

Responses to bidder questions posted: April 23, 2020

Proposals due: May 1, 2020

Selected vendor presentations: May 14, 2020

Send proposal to:

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Chief Information & Technology Officer

Maine Community College System

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207.629.4014

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1.0 Introduction & Background

This Request for Proposal (RFP) is issued by the Maine Community College System (MCCS) for the planning, configuration, implementation, training, and ongoing support of a hosted management solution for the MCCS Divisions of Workforce Training which include workforce training divisions at each of the seven colleges within MCCS and the systemwide Maine Quality Centers.

Introduction

The mission of the Maine Community College System (MCCS) is to create an educated, skilled and adaptable labor force that is responsive to the changing needs of the Maine economy.

Maine's seven colleges and the system's leadership are intensely focused on strengthening educational access, college completion and workforce readiness. We are committed to ensuring that the work underway across our System will provide many more of our citizens with the education and training they need to build a more prosperous future for themselves and our state.

Background

To that end, our workforce training divisions have expanded their outreach to employers and are serving many more trainees. In the past year alone, the Maine Quality Centers program, a unit of the MCCS Center for Workforce Training, has seen a 79 percent increase in the number of trainees (from 897 to 1,602).

As we continue to increase this activity and build more seamless pathways from non-credit workforce training to one-year certificates and two-year degrees, the two paths remain separated within the current MCCS student information system (SIS). Our workforce divisions lack access to many automated features and functions. Across the system, registration, payment, and tracking of training participants and employers are largely manual processes. In addition, the separation of non-credit and credit activity in many of the systems makes it difficult to track and support an individual's progress from short-term training to academic coursework. The division creates non-uniformed payment gateways that can confuse individuals registering and paying for training and coursework. Also, it complicates our ability to move to a single system wide ID for each student. This common ID would allow students to chart their progress across all colleges and plan future options and opportunities, no matter where and when he or she first engages with one of our institutions.

Our vision is to find a single, efficient, cost-effective management solution that all colleges will use to register, track, and support educational pathways for those taking short-term and non-credit training. Our goal is to have it in place by the end of November 2020.

The purpose of this RFP is to provide interested parties with information to enable them to prepare and submit proposals for the acquisition and implementation of a management solution for the MCCS Divisions of Workforce Training including a hosted environment and all other requested services and support. MCCS intends to use the results of this RFP to award a contract for these products and services.

The term of the contract shall be for a period of 3 years from the date of contract execution. There may be 2 one-year renewals for a total of 5 years at the option of MCCS.

A detailed explanation of the scope and specifications is contained in Section 6.0. Preference will be given to proposals conforming to the specifications provided; however, alternate recommendations may be considered. If a vendor chooses to make inquiries on the specifications provided, the rules set forth in **Section 9.0, Interpretation of Contract Documents** apply. MCCS reserves the right to accept or reject any or all of the proposals received, in part or in whole.

Additionally, please refer to **Appendix B: Standard Terms and Conditions Applicable to All MCCS Contracts**.

2.0 Schedule & Deadlines

Event	Date and time
Issue Date	April 10, 2020
Bidders Conference	April 17, 2020, 2pm EST*
Questions from Bidders Due	April 20, 2020
Responses to Bidders Questions Posted	April 23, 2020
Proposals Due	May 1, 2020 @ 4pm EST
Selected Vendor Presentations	May 14, 2020
Notification of Award	June 1, 2020
Contract Start Date	June 15, 2020

Please note: MCCS retains the right to change any dates and times. Changes to the above schedule, any amendments to the RFP, and responses to bidder questions will be posted to <https://www.mccs.me.edu/request-for-proposals/>.

***To participate in the Bidder's Conference via Zoom:**

Topic: MCCS Bidders Conference RFP #202004

Time: Apr 17, 2020 02:00 PM Eastern Time (US and Canada)

<https://zoom.us/j/723865513>

Meeting ID: 723 865 513

One tap mobile

+16465588656,723865513# US (New York)

+13126266799,723865513# US (Chicago)

Dial by your location

+1 646 558 8656 US (New York)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

Meeting ID: 723 865 513

Find your local number: <https://zoom.us/u/abLLxtyTIX>

3.0 Examination of Specification and Schedule

Each bidder or his or her authorized agent is expected to examine the bid specifications, contract documents, and all other instructions pertaining to this RFP. Failure to do so will be at the bidder's own risk, and the bidder cannot secure relief on the plea of error in the bid. MCCS reserves the right to accept or reject any and all bids in part or in whole.

4.0 Submission Instructions

4.1 Proposal Transmission

Proposals must be submitted electronically to: mgang@mccs.me.edu.

- The Email Subject line must read "MCCS RFP #202004 Response"
- The emailed proposal must be RECEIVED no later than 4 PM EST on May 1, 2020
- MCCS will acknowledge receipt of all proposals within one business day.
- It is the bidder's responsibility to ensure that its proposal is received in its entirety by the proposal due date and time. Any bid received after the date and time specified will not be accepted, read, or evaluated.
- MCCS will not be responsible for computer, server, Internet or any technical problems, errors, delivery delays, or failures beyond its physical control. Bidders are advised to send their bid responses before the bid deadline to avoid potential delays.
- The MCCS account receiving the submissions is limited to receive emails up to 50 MB in size. If your response is larger than 50 MB, please split your response into separate emails, and indicate in the subject line that you are doing so. All emails containing any part of your bid response must be received before the bid deadline.

4.2 Modification or Withdrawal of Offers

The bidder's authorized representative may withdraw or modify their proposal, prior to the due date. Modification to a proposal received by MCCS after the exact hour and date specified for receipt of proposals will not be considered.

4.3 Pricing

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the

proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

4.4 Vendor Presentations

Selected vendors will be requested to provide a presentation of their solution, which would include a detailed analysis of how each of the bid requirements would be satisfied should the bidder receive the award. Vendor presentations are scheduled for Thursday, May 14, 2020, and will be conducted via Zoom. These presentations will not be open to the public.

4.5 Pre-Award Discussions

After the proposals are opened, but before the award, MCCS may elect to engage in discussions with any or all of the proposal respondents for purposes of:

- Resolving minor differences
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving formal assurances from said respondents

MCCS may request best and final offers from those bidders determined by MCCS to be reasonably viable for contract award. However, MCCS reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the bidder's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, MCCS may select for final contract negotiations/execution the offers that are most advantageous to MCCS, considering cost and the evaluation criteria in this RFP.

4.6 Proposal Requirements

The Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by MCCS.

To be considered complete, each proposal must include the following:

- Cover page with company name, proposal principal authors, date, company address and company URL
- Primary contact(s) with phone number and e-mail address(es)
- The bid should be dated and signed by an officer of your company with the authority to approve the submission of the proposal
- Section labeled BUSINESS PROPOSAL (Section 5)
- Section labeled TECHNICAL PROPOSAL (Section 6)
- Section labeled TRAINING PROPOSAL (Section 7)
- Section labeled COST PROPOSAL (Section 8)

5.0 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as “optional.”

5.1 General (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the successful acquisition of the products and/or services requested in this RFP.

5.2 Respondent’s Company Structure

The legal form of the Respondent’s business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

5.3 Company Financial Information

This section must include the Respondent’s financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent’s financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

5.4 Contract

Respondent acknowledges that all portions of this RFP and any or all portions of the bidder's response may be incorporated as part of the final contract.

5.5 References

The Respondent must include a list of at least five (5) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. Information provided should include the name, address, and telephone number of the client facility and the name, title, and phone of a person who may be contacted for further information.

By submitting information, the bidder authorizes MCCS to contact these clients for purposes consistent with review of their proposal.

5.6 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually.

5.7 Subcontractors

The bidder is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any bidder's proposal must identify all subcontractors and describe the contractual relationship between the bidder and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the bidder must comply with MCCS statutes and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the bidder and any or all subcontractors will be considered in the RFP evaluation. The Respondent must furnish information to MCCS as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by MCCS. All subcontracts held by the bidder must be made available upon request for inspection and examination by appropriate MCCS officials, and such relationships must meet with the approval of MCCS.

The bidder must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the required products or services. The subcontractor's responsibilities under the proposal, the anticipated dollar amount for subcontract, the

subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the bidder of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

5.8 Experience Serving Higher Education Institutions

Each Respondent is asked to provide a brief description of its company's experience in serving higher educational institutions.

5.9 Experience Serving Similar Clients

Each Respondent is asked to describe its company's experience in serving clients of a similar size and scope to the Maine Community College System. Please provide specific clients and detailed examples. Please remember the seven colleges of the Maine Community College System are each individually accredited institutions.

5.10 Value Added Offerings

MCCS is always considering creative, cost-effective solutions to increase efficiencies and decrease expenditures. Does your company offer integrated service programs that will add value to the contract? Please describe the details of the program including cost, structure, and the benefits to be realized by MCCS as an alternative to the proposal for consideration.

6.0 TECHNICAL PROPOSAL

The Technical Proposal must address the following topics.

Scope of work

Maine Community College System is requesting proposals for the implementation of a management solution for MCCS Divisions of Workforce Training that will meet its core requirements. The intent for this solution is to offer an online experience to our customers, learners and employers, and create efficiencies in the daily operation of the MCCS Divisions of Workforce Training. The goal is to develop a centralized system for the core functions to take advantage of automation, workflow, reporting, project monitoring, and improved customer experience. Customization will still be required for colleges' specific needs.

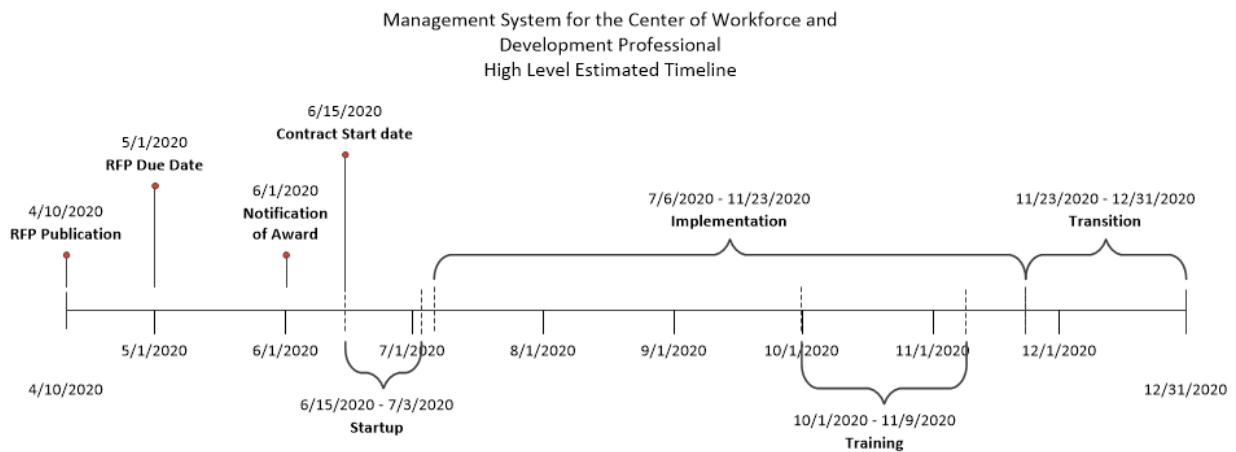
The business benefits expected by MCCS are:

- a. Improved quality of service (for learners, employers, and other workforce training clients).
- b. Increased customer access to MCCS workforce training opportunities.

- c. More efficient use of MCCS human and financial resources.
- d. Greater standardization of processes and data, leading to more timely, reliable, and consistent reporting for each college and the system.
- e. Reduced duplication of effort and information at each college and across the System.
- f. Greater support of seamless pathways between non-credit and credit activity.
- g. Enhanced ability to reconnect adult learners to MCCS programs and offerings.
- h. Greater standardization of our Workforce Divisions (webpages, registration, etc.) “look” to the general public and how we process learners.

MCCS 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 successful Vendor shall be responsible for the final MCCS approved project plan, design, implementation, and commissioning of the MCCS Divisions of Workforce Training management system, including user acceptance testing, system integration, and connectivity to existing resources and support post-implementation.

MCCS is expecting about 6 months’ duration for the project – vendor to determine the specific schedule.



Colleges' locations where the services will be performed:

College	Location	Workforce Staff	Enrolled students 2019 (Workforce and continuing education program)
Central Maine Community College (CMCC)	1250 Turner Street, Auburn	3	604
Washington County Community College (WCCC)	1 College Drive, Calais	1	624
Eastern Maine Community College (EMCC)	354 Hogan Road, Bangor	2	353
Kennebec Valley Community College (KVCC)	92 Western Avenue, Fairfield	1	1,007
Northern Maine Community College (NMCC)	33 Edgemont Drive, Presque Isle	2	720
Southern Maine Community College (SMCC)	2 Fort Road, South Portland	3	861
York County Community College (YCCC)	112 College Drive, Wells	1	509
Workforce Training Maine Quality Centers (MQC)	323 State Street Augusta	4	n/a
TOTAL		17	4,678

Project Management

The startup phase will consist of approximately two weeks of detailed project planning and ensure that the successful Bidder complies with MCCS technical policies and guidelines as well. The deliverables identified in sections A and B below should be completed in this two-week period.

- A. The successful Bidder will provide a detailed **Project Work Plan** that will include but not be limited to the following:
- Detailed list of tasks to perform all work specified within the Technical proposal. Tasks must include estimated work effort.
 - Start and end dates for each task. Tasks greater than 10 workdays must be broken down into smaller sub-tasks.
 - Relationships and dependencies for each task presented in such a way that the critical path is clearly identified.
 - Resource assignments that clearly reflect whether a task is to be addressed by the successful Bidder, a sub-contractor, or College/MCCS staff. College/MCCS staff tasks must be shown separately from successful Bidder and sub-contractor tasks. For tasks involving College/MCCS staff, the level of expertise required must be provided.
 - Significant milestones/events that will assist in measuring the progress of the project.
 - All deliverables and associated submission dates.

- Tasks to reflect the deliverable submission and review process for each deliverable.
- The plan should be tailored specifically to the colleges' needs and objectives. Once the project plan will be reviewed and approved, we would like the vendor's team to follow an agile deployment process, which involves a series of sprints—each focused on specific features and functions.

B. A Project Management Plan that will include but not be limited to the following:

- Staffing Plan reflecting the major roles and responsibilities of college/MCCS staff and the staff of the successful Bidder including an organization chart and contact details for primary roles. A dedicated project team has to be established in order to successfully launch the system.
- Communication Plan reflecting communication processes and procedures for the project (e.g., weekly meetings, reports)
- Training Plan reflecting detailed training processes and procedures catered towards the technical and functional (business) audience (user guides/manuals, training sessions).
- Risk Management Plan reflecting all known risks and an associated plan for mitigating the risks defined
- A list and description of assumptions and constraints

MCCS Responsibilities

1. MCCS will supply a qualified project manager to manage the interactions between college/MCCS staff and vendor throughout the project.
2. MCCS will also make available college/MCCS Subject Matter Experts (SMEs) as needed.
3. MCCS will provide a SharePoint repository for purposes of task management and coordination throughout the project.
4. MCCS will provide supporting business and technical documentation regarding existing systems and respective system interfaces when available.
5. MCCS will review all vendor work output within an agreed upon date of return following the date of delivery, not to exceed 10 working days.
6. MCCS has an executive steering committee in place which provides overall guidance as needed to ensure the project goals and objectives are satisfied.
7. MCCS will provide office space for the vendor staff, for the duration of this engagement.

6.1 Requirements

The functionalities we seek in a management solution are detailed in the following grids. For each requirement, the respondent must confirm if the solution meets, partially meets, or does not meet the requirement. If the answer is “Yes” or "Partially Meets" the Respondent must submit a written narrative describing how its proposed solution can address the given requirements. **Please use the accompanying Excel file to complete this section of your response.**

NO	Requirements	Description / Definition	Priority 5 = Must 3 = Want 1 = Nice	Bidder's Responses: Yes/No/Partial
INFORM CUSTOMER				
FR1	Learner experience	The solution should offer an intuitive, retail-like shopping experience so learners can search, register, and make purchases quickly and easily. They should find easy search tools and a quick, retail-like registration and payment process. Ensure students always have access to as much accurate information as possible.	5	
If yes or partial explain:				
FR2	Frequently asked questions (FAQ)	A FAQ page is a place the customer can go to at their own convenience to find answers to the questions the customers most often ask about the services/courses/programs/funding. Consider including a searchable FAQ so that someone can type in a specific question.	3	
If yes or partial explain:				
FR3	College's contact information	Include either an e-mail address, telephone number, or mailing address for the college on every page.	5	
If yes or partial explain:				
FR4	College content	Standardize <u>when possible</u> the content, format of the landing page and navigation across each college’s workforce division’s web pages. (This work will be done in collaboration with the MCCS Office of Public Affairs and Communications.)	3	
If yes or partial explain:				

FR5	A customer feedback form	Provide an online form that the customers can fill out with specific questions they didn't find in the FAQ.	5	
If yes or partial explain:				
FR6	Link to a chat box	The solution should include live chat and an artificial intelligence response agent.	3	
If yes or partial explain:				
FR7	Mobile customer experience	The solution must include responsive design to conform to any device screen size.	5	
If yes or partial explain:				
FR8	Administrator experience	The solution must offer intuitive, easy-to-use content management that allows for easy customization of web content.	5	
If yes or partial explain:				
FR9	Online Inquiry form	<p>Gather customer's contact information.</p> <ul style="list-style-type: none"> • The solution should provide an online inquiry form template. • The contact information should be available in the system once the form has been completed. • A notification should be sent to the customer and WF staff after the form has been submitted successfully. • The prospects records should not be stored in the main college's SIS system; the solution should offer the capability to store this data in a repository and make the customer data available once the customer is ready to register. 	5	
If yes or partial explain:				
FR10	Web Content Accessibility Guidelines	Solution should meet accessibility requirements WCAG.	5	
If yes or partial explain:				
FR11	Testimony of customer experience	College staff should be able to add a section of testimonials from their customers.	3	
If yes or partial explain:				

REGISTRATION - LEARNER/EMPLOYER				
FR12	Online registration (General)	The system should give learners/employers a seamless, self-serve way to search and register for courses. Learners can select a course from the store catalog, add it to the shopping card, continue shopping if desired, then proceed to checkout. They should also be able to register with their existing user data or create a new account. Registration accessible 24/7 through mobile devices.	5	
If yes or partial explain:				
FR13	Create learner identity (General)	Provide a secure place where individuals who do not already have a college Student ID number can create an identity to be used for registration, payment, and tracking of their progress. From defined system rules, the completeness/accuracy/syntax is validated, then fields are populated in Jenzabar EX/J1.	5	
If yes or partial explain:				
FR14	Online Student Access	Individuals can add and edit accounts, register for courses, view their registration history, add and remove themselves from mailing lists (check box), and pay outstanding balances and invoices.	5	
If yes or partial explain:				
FR15	Course selection	Advanced search options in the course catalog enable students to search the course database containing the up-to-date course schedules and description which are offered by the college in a term. Keyword search or use an advanced search panel (dates, location, day of week, instructor, etc. etc.)	5	
If yes or partial explain:				
FR16	Course section	Courses can be divided into sections, and students must be able to choose among different sections of a course.	5	
If yes or partial explain:				
FR17	Show the availability of a course	When courses are displayed, show the ratio of occupied over available. The number of learners applying needs to appear. If the course is already full, learner will be offered the choice to enter a waiting list for that course.	5	
If yes or partial explain:				
FR18	Notifications	Get automatic notifications for course registration by email and messaging.	5	
If yes or partial explain:				

FR19	Confirmation email	The solution will send an automated email to a student when changes are made to the student’s schedule.	5	
If yes or partial explain:				
FR20	Drop and Refunds	The system should allow the student to directly drop a class and receive a refund if the request is made by the cut-off date. Any drop after that date would need to be authorized.	5	
If yes or partial explain:				
FR21	Online - Student self-print certificates and transcripts	When enabled, students can print certificates and transcripts (unofficial) from their online profile.	5	
If yes or partial explain:				
FR22	Pre-requisites	If there are specific prerequisites or restrictions listed for registering a particular course of study, students should review the rules regarding the pre-registration requirements. Course registration will not let students register for the course if they have not completed the requirements in a prior term.	5	
If yes or partial explain:				
FR23	Online - Register Others	Individuals can easily register others in courses and pay in one transaction. E.g., parents can register children or employer representatives can register employees.	5	
If yes or partial explain:				
FR24	Bulk registration and Invoicing for employers	The ability for an employer to purchase multiple seats and pay via PO if that is the organization’s choice.	5	
If yes or partial explain:				
FR25	Employers and third parties can host registration directly through an on-demand corporate portal	Employer portal—Employers can suggest relevant courses, provide a registration shopping cart, enroll employees, and process payments from their own portals. Enable corporate partners to post course, registration, and payment information on their own company web site. Accommodate bulk registration. Track and roll up expenses into a single company invoice to make payment easier. And automatically notify the right people when employees have completed their training.	3	
If yes or partial explain:				
FR26	Onsite registration	The system should be flexible to accommodate various use cases and support a manual registration process.	5	
If yes or partial explain:				

REGISTRATION - ADMINISTRATION				
FR27	Customizable registration forms	Every main data form can be customized to record the data colleges want and need.	5	
If yes or partial explain:				
FR28	City/County/State/Country Automatic Entry	Automatic fill in of city, county, state, and country when you enter a zip code (With ability to override and accommodate international postal codes).	5	
If yes or partial explain:				
FR29	Support for International Registrants	Offers options to support international students: country field, nonstandard address, manual entry of postal codes, etc.	5	
If yes or partial explain:				
FR30	Create voucher/coupon codes for promotional discounts	Set up coupon discount codes on a class-by-class basis or on a term basis. Limit the number of times a coupon can be used or set up single use coupons. Allow multi-seat purchase discount.	5	
If yes or partial explain:				
FR31	Group Registration	The system allows group registrations together and makes one payment that is distributed to all members in the group with the same payment details and receipt number assigned.	5	
If yes or partial explain:				
FR32	"Speed" Registration Option	Allows mass entry of large groups quickly and easily. Automatically register an Excel List of students.	5	
If yes or partial explain:				
FR33	Inventory control with an automated waiting list	If a student attempts to enrollment in a class that is already full, they will be offered the choice of entering a waiting list for that course. Approved staff can override and over book classes.	5	
If yes or partial explain:				
FR34	Manage Course Status	Activate courses when registration is live. Deactivate courses when the enrollment period is over so courses will no longer show in the regular registration routines. Lock courses when the accounting year is over so no changes can be made.	5	
If yes or partial explain:				
FR35	Class loaded over - notification	The system will notify the WF staff of any classes that are full.	5	
If yes or partial explain:				

FR36	Partner with content providers	Vendor product offers the capability to partner with content providers who share mutual import and export routines that keep the Student Manager database current and support the reporting needs.	3	
If yes or partial explain:				
FR37	Track Student	The system should provide a student account, roster, class communication tool.	5	
If yes or partial explain:				
FR38	Link Documents to Names	Should be able to attach reference documents to name records (e.g. vitae, transcript copy, photo, etc.).	5	
If yes or partial explain:				
FR39	Data Entry	The registration and student data should be able to migrate over to Jenzabar EX/J1. (Avoid double entry)	5	
If yes or partial explain:				
FR40	Duplicate Name Protection	System should provide safety checks to help avoid duplicate names, provide simple tools to merge name records and a mass merge/purge routine to keep the database clean.	5	
If yes or partial explain:				
FR41	Archive Data	Archive old/inactive course records with associated registrations and payments yet have instant access to the historical data for reference and reporting (view courses taken, print transcripts).	5	
If yes or partial explain:				
FR42	Data Export Tools	Have options to get data out of the system in whatever way colleges want. Output the data in Excel, PDF, CSV or text formats.	5	
If yes or partial explain:				
FR43	Course Prerequisites	Specify and respect course prerequisites. Learner should be able to upload multiple documents as part of the registration.	5	
If yes or partial explain:				
FR44	If pre-requisites required	The system acquired should be able to lists prerequisites and corequisites for the student enrolling and should be able to send some type of notification to the college to notify them that they must verify they have been met prior to the start of the training/course. The college can approve or deny learner for registration and include explanatory comments.	5	
If yes or partial explain:				

FR45	If pre-requisites required	Automated email is sent to the learner when the prerequisite is not met.	5	
	If yes or partial explain:			
FR46	Allow to set reminder	Allow to set reminders for the course announcement for both the student and the college.	5	
	If yes or partial explain:			
FR47	Enrollment hold	The solution allows a student to register, but places an enrollment hold on the transaction while awaiting payment from an invoice or other alternate source.	5	
	If yes or partial explain:			

COURSE / CATALOG MANAGEMENT				
FR48	Multiple instances of a course (with specific start and end date)	Colleges need to be able to price each section uniquely, all the way from free options to including specific discounting and pricing options. Colleges need to be able to deliver different sections in any modality, with unique prerequisites and grading rubrics depending on the target audience for the specific section. Further, colleges need to be able to include sections in different certificate and maybe even degree packages, providing even more flexibility.	5	
	If yes or partial explain:			
FR49	Course Publishing Options	The solution allows for courses to be published online by group, by location, by instructor, by date, and more.	5	
	If yes or partial explain:			
FR50	Online Course Calendar	Publish courses in a monthly calendar. Features a unique staff view with color coded start and end dates.	5	
	If yes or partial explain:			
FR51	Promoted Unscheduled Courses	Publish and capture student interest in unscheduled courses (Course is in your "inventory" but not currently scheduled).	5	
	If yes or partial explain:			
FR52	Build Course Schedules	Unique cloning or "carry forward" features allow quick and efficient re-scheduling of individual courses or even the mass rescheduling of a full term of courses at one time.	5	
	If yes or partial explain:			

FR53	Course Comments	Store critical course information for staff and students. The system allows course notes to be stored and then printed on registration confirmations, to log internal comments for staff members, and to create pop up warning messages.	5	
If yes or partial explain:				
FR54	Catalog Builder	The solution allows the college to enter descriptions for use in generating program brochures and term catalogs.	5	
If yes or partial explain:				
FR55	Catalog management: Add and remove course from the catalog	Course information can be edited easily, and the catalog can be customized to show the information colleges want.	5	
If yes or partial explain:				
FR56	Easy Instructor Assignment	The solution allows the college to assign any number of instructors to a course and define (on an instructor by instructor basis) wage and compensation information (e.g. per hour, per student, percentage of income, flat fee, etc.).	5	
If yes or partial explain:				
FR57	Online Instructor Access	Instructors can view courses they are teaching, view rosters for the courses, and enter grades and hours.	5	
If yes or partial explain:				
FR58	Online - Instructor Course Proposals	Instructors can submit course proposals online. The proposal is saved into the system. Staff can approve the proposal and add it to the active catalog list.	3	
If yes or partial explain:				
FR59	Attendance Tracking	The solution can record daily attendance, track hours present, the reason for non-attendance, and the session grade. Instructors can also edit this information online.	5	
If yes or partial explain:				
FR60	Badge management	The solution can interface with the colleges' badging solutions.	5	
If yes or partial explain:				
FR61	Manage Certificate Programs	The solution should support the presentation of courses and the tracking of student progress for programs that offer a certificate of completion. These include programs in which a student must complete a set number of courses, CEUs, or hours in order to demonstrate proficiency.	5	
If yes or partial explain:				
FR62	Exam scheduling process	The system can centrally manage the exam and proctor scheduling process.	1	
If yes or partial explain:				

FR63	Survey & Feedback, after course completion	The solution allows to create and manage survey after course completion.	1	
If yes or partial explain:				
REPORTING/DATA ANALYSIS/MARKETING				
FR64	Management and communication module	System should provide integrated tools to better target potential customers and serve existing customers. Target, package, and remarket program offerings to students and corporate partners with automated, tailored communications. The product should allow to manage multiple contacts related to a business and offer sales automation, lead management and case management functions.	5	
If yes or partial explain:				
FR65	Reporting / Dashboard	Dashboards can be updated automatically, providing data on enrollment, revenue, spending, course performance, and return on investment. System should offer pre-designed reports built for Continuing Education and Workforce Training programs. (Refer to “list of reports” requirement # FR84)	5	
If yes or partial explain:				
FR66	Cleans Data	Solution includes an integrated tool to report and combine duplicate records, clean up codes, import and export data, CASS certification (US postal validation).	5	
If yes or partial explain:				
OTHERS/ADMINISTRATION				
FR67	Conference manager	Solution includes features that facilitate group registrations, staff assignments, and individual attendee registrations.	3	
If yes or partial explain:				
FR68	Budget Builder	The system can build budgets for courses and input fees and estimated expenses and can give the colleges the go/no go, break even, and profit/loss amounts based on various registration levels.	3	
If yes or partial explain:				
FR69	Track Program Expenses	System should record income and expenses and quickly generate profit/loss	5	
If yes or partial explain:				

PAYMENT				
FR70	Payment process expected	Students can add courses to their online shopping cart, progress through a registration process that aligns with eCommerce best practices and pay securely online with a credit card (even applying whatever relevant discount codes they may have at checkout). If students add courses to their cart but wind up leaving without checking out, the system can send the prospective student an automated email encouraging them to complete their purchase.	5	
If yes or partial explain:				
FR71	Payment processing	Payment process enables easy, secure, online transactions from students, sponsors, and employers. Credit card information is received in a completely PCI compliant manner and encrypted such that even our colleges cannot see the full credit card number.	5	
If yes or partial explain:				
FR72	PCI Compliant credit card processing, with plug and play support	PCI Compliant credit card processing, with plug and play support for all major Payment Service Partners including TouchNET, CashNET, and PayPal.	5	
If yes or partial explain:				
FR73	Checkout options	The system should provide checkout options: multi-seat purchases (pay with PO), process taxes, issue promotional coupon codes, bundle course offerings.	5	
If yes or partial explain:				
FR74	Ability to delay payment	If payment by invoice or other alternate delivery method.	5	
If yes or partial explain:				
FR75	Billing Payment Plans	The system should make it possible to spread out the billings for a registration over a period of months with a Payment Plan option.	5	
If yes or partial explain:				
FR76	Online fee payment for a payment plan	Generate an invoice for each course that includes a summary of fees associated with the student's payment plan. Students can pay those fees online.	5	
If yes or partial explain:				
FR77	For payment plan (credit/debit card)	The system should handle all the payments for the colleges by auto-charging the student's credit or debit card at the appropriate intervals.	5	
If yes or partial explain:				
FR78	Credit and debit card refund	The system should process the student refunds and credits, including full and partial refunds and credit to student account.	5	
If yes or partial explain:				

FR79	Deposit Support	Allow individuals to pay a deposit on a course and be billed for the remaining amount.	3	
If yes or partial explain:				
FR80	Third Party Billing and Aging reports	Produce invoices, post payments to invoices, run Aging reports, roll-up multiple invoices to a single invoice.	3	
If yes or partial explain:				
FR81	Purchase history and cart reminders	If the student adds items to their shopping cart but doesn't pay for their purchase before closing the browser, the system saves their cart and sends them an email prompting them to return to their cart and purchase their items. Also uses automated workflows that prompt students to enroll in courses they need to complete certificates - even if they didn't know they were on-track for the certificate.	5	
If yes or partial explain:				
FR82	Deposits after payment	Upon completion of payment, the college receives an emailed receipt and notification of the deposit. The system generates a similar notification to students for cancellations and refund.	3	
If yes or partial explain:				
FR83	Stored cards safely encrypted	Registrants who choose to store their credit card for re-use are protected by Stripe's on-disk AES-256 encryption. Stripe is a Level 1 PCI DSS Compliant service provider.	5	
If yes or partial explain:				
RF84	List of reports	System should offer pre-designed reports built for Continuing Education and Workforce Training programs. <i>Find below the list of reports expected by MCCS's Workforce Divisions</i>	5	
If yes or partial explain:				

Rep. #	Wish and existing list of reports	Timeframe of the report
1	Which businesses and organizations do we work with?	On-demand
2	What training/programs do we offer?	On-demand
3	How many students/learners participate?	On-demand
4	How is the training delivered (online, at workplace, on campus)?	On-demand
5	Who delivers the training (college faculty, other)?	On-demand
6	How many successfully completed the course/program?	On-demand
7	How many earned an industry-recognized certification/credential? Which certifications/credentials did they earn?	On-demand
8	Did the student/learner continue their education after completing the training?	On-demand
9	What are the above outcomes by student demographics (gender, race/ethnicity, employment status, etc.)?	On-demand
10	Who paid for the training? (We want to know this at the student level and at the course level.)	On-demand
11	What were the costs (to the student/learner, to the business/organization, to the college/MCCS)?	On-demand
12	What was the revenue to the college/MCCS?	On-demand

13	Close-out reports for Maine Quality Center projects.	These reports are generated from the responses to surveys by the college and business partners.
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TECHNOLOGY				
TR1	User friendly platform	The system should have an easily understandable and intuitive design for both customers and administrators. Any designated fields must have error checking built into them and will offer easy access to a help center and/or tutorial page for user questions.	5	
If yes or partial explain:				
TR2	Expected Physical Environment (Operational and Environmental Requirement) Cloud, SaaS	The product can be used in any environment that allows Web access.	5	
If yes or partial explain:				
TR3	Web design	Must follow responsive web design and be functional on smartphones, tablets, and computers.	5	
If yes or partial explain:				
TR4	Registration and payment available on Mobile	Solution will work on all smartphones and tablets, no app required. Mobile platform, IOS, Android.	5	
If yes or partial explain:				
TR5	Visual	Storefront should be designed to match MCCS and colleges' branding.	5	
If yes or partial explain:				
TR6	Multiple Web Storefronts	The system should allow the colleges to have multiple storefronts that all flow to one database. This will allow the colleges to differentiate web pages based on target market (e.g., one storefront for business/industry and a separate one for community education).	5	
If yes or partial explain:				
TR7	Web Content Accessibility Guidelines	Must conform to WCAG 2.0 or higher standards and include a recent VPAT.	5	
If yes or partial explain:				
TR8	Search engine	The system should provide keywords in course descriptions to make the store catalog search engine friendly.	5	
If yes or partial explain:				

TR9	Single sign-on	Single sign-on authenticating against multiple Azure Active Directories.	5	
If yes or partial explain:				
TR10	Online Student Logon Options	Solution will allow MCCS to choose the logon credentials individuals must use to access their accounts. E.g., email address + password, ID only, etc. It also allows multiple accounts to use same email address, e.g. family email address.	5	
If yes or partial explain:				
TR11	Unlimited Users/Unlimited Roles	The system should allow the colleges to create as many administrative user accounts as desired. Should also allow the creation of customized user profiles (get granular control over permissions for each user group).	5	
If yes or partial explain:				
TR12	Control permissions	Role-based security schema that allows group and individualized roles with granular controls.	5	
If yes or partial explain:				
TR13	Workflow functions	The ability to easily build process automation using a graphical interface for the workflow development tools.	5	
If yes or partial explain:				
TR14	The system shall integrate with the SIS database	The system must share data seamlessly with each college's individual Jenzabar EX/J1 installation using standard API interface.	5	
If yes or partial explain:				
TR15	Integrated Email Support	Send registration confirmations, course reminders, follow-up emails, emergency notifications, faculty contracts, mass (broadcast) emails, "Merge-Mail" emails and more.	5	
If yes or partial explain:				
TR16	Integral SMS Texting	Allow the colleges to send text messages (last minute class notes, emergency notifications) to your students.	5	
If yes or partial explain:				
TR17	Customization	The system must be able to be easily customized in the event it is unable to natively perform necessary tasks.	5	
If yes or partial explain:				
TR18	System requirements	The web-based user interface for the SaaS solution must be able to work on all common platforms including Windows, MacOS, iOS, Android, and Linux; any client software requiring direct system access (not web access) must work with Windows and MacOS.	5	
If yes or partial explain:				

TR19	Single repository	Single instance shared by all seven colleges using one data system.	5	
	If yes or partial explain:			
TR20	Speed and Latency (performance)	The system must perform under load without measurable performance issues.	5	
	If yes or partial explain:			
TR21	Robustness or Fault-Tolerance (performance)	When the system is disconnected or frozen, upon reconnection, a user’s session responds without loss of data.	3	
	If yes or partial explain:			
TR22	System availability	System availability during agreed service hours of 99.7% or higher. (Proposed maintenance hours midnight to 3am.)	5	
	If yes or partial explain:			
TR23	Backup	The system should be able to be configured to maintain nightly and weekly backups of all data to ensure strict data integrity.	5	
	If yes or partial explain:			
TR24	System upgrades	Vendor provides advanced notice and testing for system upgrades. *Preference given for scheduling upgrades in collaboration with MCCS.	5	
	If yes or partial explain:			
TR25	Service window	Designated service window no more than once per week.	5	
	If yes or partial explain:			
TR26	Security compliance	Complete questionnaire: Appendix A	5	
	If yes or partial explain:			
TR27	User documentation	All user documentations should be supplied online. Different documentation should be provided for different stakeholders (students, administration, IT)	5	
	If yes or partial explain:			

6.2 Testing and validation

Testing and validation of the solution. Vendor will provide a test plan and a formal error/bug reporting process. This process should be described in your response to the RFP.

The vendor will perform the test with the collaboration of the colleges.

1. Data integration testing
 - Validation that detail records are exported correctly to a source system records
2. Use Case – Functional Testing
 - Conform to requirements
 - System Assurance reports are accurate and conform to requirements
3. Accessibility Testing
 - The vendor provides a current Voluntary Product Accessibility Template (VPAT) assessment.
4. Performance Testing
 - Validate that Application Programming Interface (API) processes complete within the allowable window
5. Security Testing
 - Validate that roles and departmental data access privileges align with requirements.

6.3 Implementation

The successful bidder will be required to submit an Implementation Plan, which will identify the approach that will be taken and the critical tasks that will be involved with implementing the solution.

6.4 Technical architecture

Respondents will provide architectural diagrams for the proposed technical system connectivity between the Bidder, the Maine Community College System and the seven Colleges.

6.5 Security

- 6.5.1 Complete MCCS Vendor Security Questionnaire (see Appendix A)
- 6.5.2 Briefly describe your security architecture and how your system is designed to protect our data from inappropriate access and loss.
- 6.5.3 Briefly describe your data facility physical security and how you protect the equipment from inappropriate access.
- 6.5.4 Briefly describe your Change Management process and procedures for all hardware and systems.

6.6 Special Considerations

MCCS is comprised of seven independently accredited community colleges, each with their own individual Student Information System, each with their own curriculum, and each their own student and employee identity and access management systems. It is expected that the solution will include developed API that will allow bi-directional transfer of data seamlessly between the proposed solution and existing software systems. Each college will synchronize their courses and users independently from each other.

Please note that MCCS currently uses Jenzabar EX/J1, D2L Brightspace, Tableau Online, and several systems that might have to share data. All systems have native APIs. All MCCS colleges and the system use Azure Active Directory, each entity with a separate AAD instance.

Please describe in detail how this complex environment can be maintained and managed within a single hosted environment. Please include examples and case studies of any other similar system or district that is using your product.

In addition, MCCS places special emphasis on finding a solution that offers intuitive and attractive design and ease of use for both customers and administrators.

7.0 TRAINING PROPOSAL

The learning curve can be steep for non-technical users. It will require great training and follow-up in order for staff to be comfortable using the new system. The vendor should make sure people are trained correctly and have time to test new functionality before it deploys.

No training should be necessary for the students to be able to use the system (online help should be provided). Training will be necessary for college and system staff who use the back-end interface. Training should be provided by the vendor. The vendor should provide training material, and tutorials.

The Training Proposal must include a comprehensive plan for:

7.1 In-depth, onsite Workforce Training Division staff training using a Train the Trainer Model

- **End User training**, vendor will provide **up to 24** hours of instructor-led classroom training for around 6 to 8 power users, **on three** occasions (a total of up to 72 hours). This training will include a formal manual customized to meet the MCCS requirements in this RFP.
- MCCS will provide training facilities including network enabled classroom and overhead projector.

7.2 System Management Training for technical personnel

- Vendor will provide 4 hours of classroom training to the MCCS support team which will demonstrate all required support and maintenance tasks for the delivered solution.

7.3 Any additional “How To” guides for employers, students, and support staff (to document FAQ)

8.0 COST PROPOSAL

Include a complete cost proposal, separated into the following four areas

Cost Form		
Maine Community Colleges System		
Required Service for the acquisition and implementation of a management solution for MCCS Divisions of Workforce Training		
	Cost of SaaS Services (Single instance for all seven colleges and MQC)	
1	Service cost for SaaS hosting	\$
2	License cost per user specified above	\$
	<i>Please explain license model</i>	
3	Cost for additional users	\$
A	Total (add lines 1 and 2)	\$
	Optional Services and Software Packages Cost	
4		\$
5		\$
6		\$
	Implementation Costs - One-time fee (For all seven colleges and MQC)	
C	This fee will include project management, document review and optimization, data flow development, process improvement, initial setup and testing for the seven colleges.	\$
	Training Cost	

7	Instructor-led training, remotely delivered.	\$ (per hour)
8	Private Training: on-site training: (see section 7.0) 3 sessions of 24 hours each = 72 hours	\$
Other Post Implementation Costs		
9	Additional annual support and maintenance costs to include any required licensing fees for 3 years	\$
10	100 hours of professional services	\$
E	Total (add lines 9 to 10 through)	\$

9.0 Interpretation of Bid Documents

All questions about information contained in the RFP should be submitted in writing to:

Martin Gang

mgang@mccs.me.edu

Chief Information & Technology Officer

Maine Community College System

Answers to questions and any changes to the bid documents will be posted to

<https://www.mccs.me.edu/request-for-proposals/> .

10.0 Taxation and Compliance

MCCS is an educational institution organized under the laws of the State of Maine, and so its purchase of goods is exempt from state, federal, and local sales and use taxes. The successful bidder agrees to comply with all applicable federal, state and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the Contract.

11.0 Evaluation and Scoring

Each proposal will be scored using the following matrix:

Item	Percentage Possible
BUSINESS PROPOSAL	10%
TECHNICAL PROPOSAL	30%
SECURITY	10%
SPECIAL CONSIDERATION	20%

TRAINING PROPOSAL	10%
COST PROPOSAL	20%
TOTAL	100%

12.0 MCCS Terms and Conditions

Standard Terms and Conditions applicable to all MCCS Contracts are included in the RFP Appendix C.

13.0 Standard agreement to purchase services

Standard agreement to purchase services applicable to all MCCS Contracts is included in the RFP Appendix D.

Appendices

Appendix A – Security Questionnaire

MCCS Vendor Security Questionnaire

Please complete this questionnaire using the Word version of the document that accompanies the RFP.

<p>Cloud Services Solution - Vendor Information</p>	<p>MCCS reviews the IT security of all Cloud-based services that store, process, or transmit data that MCCS considers to be Sensitive or Restricted. Please provide the documentation requested below and complete the questionnaire. N/A</p>	
Requested Documentation	Document Titles	Comments
<p>In addition to completing the questionnaire below, the following documentation should be provided to MCCS (as applicable or available and under a nondisclosure agreement - NDA - as needed in support of this security review.)</p>	<p>Cloud Security Alliance Consensus Assessments Initiative Questionnaire (if Cloud service provider)</p> <p>A vulnerability, penetration, or ethical hack report prepared by a third party (not by the vendor)</p> <p>Any documentation that describes your technical and security infrastructure</p> <p>Data flow diagram (for college data processed by the application/service)</p>	<p>MCCS cannot validate and approve services or applications without supporting documentation. Please attach the requested documentation when returning the Security Questionnaire.</p>

Management Program	Please describe your Security Management Program or attach a copy. Does your organization follow a particular security standard such as ISO-27001, ISO-22307, CoBIT, HITRUST, etc. or do you have your own?	
Policy Reviews	Can you notify us when changes are made to your security policies or procedures?	
User Access Policy	Please describe your employee termination procedures.	
Encryption Key Management	Will our data be encrypted at rest? What algorithm?	
	Will our data be encrypted in transit, including between servers? What algorithm?	
	Do you have an encryption key management system? If so, please tell us about it?	
Vulnerability / Patch Management	Do you conduct vulnerability scans of the servers?	
	Do you conduct application vulnerability scans?	
	Please explain your patching policy, timeframes, and procedures.	
Antivirus / Malicious Software	Do you have anti-malware or virus protection programs installed? Which programs?	
	How often are your malware/virus protection programs updated? How regularly are complete scans scheduled?	
Incident Management	How will you alert your clients if their data may have been breached? Do you have a documented security incident response plan?	
	Can you incorporate client-specific needs into your incident response plan?	
	Can you outline for us what responsibilities are ours, and what are yours for an incident?	
Incident Reporting	What method do you use for log management?	
	Does your logging and monitoring method allow for isolation of an incident to specific tenants?	

Incident Response Legal Preparation	How do you incorporate a “chain of custody” into your incident response plan?	
	Please share your procedures for forensic data collection and analysis?	
	Are you capable of supporting litigation holds (freeze of data from a specific point in time) for us?	
Asset Returns	Please share a copy of your Privacy Policy.	
Audit Tools Access	How do you restrict, log, and monitor access to your systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.)	
Source Code Access Restriction	Please describe your Source Code Analysis process.	
User ID Credentials	Please describe your identity management system and any options that are available to your clients.	
	Does your system support both role-based and context-based access to the data?	
	Do you support two-factor authentication? If so, what options are available?	
Data Security / Integrity	Is your Data Security Architecture designed using an industry-standard? (ex. CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP CAESARS)	
Application Security	Do you utilize NIST 800-64 (Security Considerations in the System Development Life Cycle) as the guideline for application development? Or, do you use another standard application security development framework?	
	Do you utilize an automated source-code analysis tool to detect code security defects?	
Data Integrity	Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data?	
Production / Nonproduction Environments	Do you provide clients with separate environments for production and test processes?	

Remote User Multifactor Authentication	Is multi-factor authentication available for remote user access?	
Segmentation	Are systems and network environments logically separated?	
	Are systems and network environments segmented to allow isolation of restricted data?	
Wireless Security	What procedures are in place that require secure encryption for authentication and transmission during wireless transmission?	
	Have vendor default passwords been changed?	
Shared Networks	How is access to systems with shared infrastructure restricted to only appropriate personnel?	
Equipment Identification	How does the information system identify and authenticate devices before establishing a network connection?	
Audit Logging / Intrusion Detection	Are file integrity (host) and network intrusion detection (IDS) tools implemented?	
	Are audit logs protected from modification?	
Mobile Code	How is mobile code monitored and controlled in your system?	
	Is all unauthorized mobile code prevented from executing?	

Appendix B - Notice to Bidders

Legal Notice

Request for Proposals (RFP #202004)

Management Solution for MCCS Divisions of Workforce Training

The Maine Community College System (MCCS) seeks to enter into a contract for acquisition and implementation of a hosted management solution for the MCCS Divisions of Workforce Training. MCCS seeks a single, efficient, cost-effective management solution that all colleges will use as a single instance to register, track, and support educational pathways for those taking short-term and non-credit training. The full RFP is available at <https://www.mccs.me.edu/request-for-proposals/>. Proposals are due May 1, 2020 at 4 p.m. EST.

Appendix C – MCCS Terms and Conditions

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.

Appendix D – Standard Agreement to Purchase Services

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: _____

VI. 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 there under.

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. EMPLOYMENT AND PERSONNEL

The Provider shall not employ or otherwise engage any person who is a current or former employee or director of MCCS without the prior written consent of the Agreement Administrator. The Provider shall cause the foregoing provision to be inserted in any subcontract for any work covered by this Agreement so that such provision is binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

9. WARRANTY

The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Agreement and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, MCCS shall have the right to annul this Agreement without liability or, in its discretion to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

10. ACCESS TO RECORDS

The Provider shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to this Agreement and make such materials available at its offices at all reasonable times during the period of this Agreement and for such subsequent period as specified under Maine Uniform Accounting and Auditing Practices for Community Agencies (MAAP) rules. The Provider shall allow inspection of pertinent documents by MCCS or any authorized representative of the State of Maine or Federal Government, and shall furnish copies thereof, if requested.

11. TERMINATION

The performance of work under the Agreement may be terminated by MCCS in whole, or in part, whenever for any reason the Agreement Administrator shall determine that such termination is in the best interest of MCCS. Any such termination shall be effected by delivery to the Provider of a Notice of Termination specifying the extent to which performance of the work under the Agreement is terminated and the date on which such termination becomes effective. The Agreement shall be equitably adjusted to compensate for such termination and modified accordingly.

12. MCCS AND GOVERNMENTAL REQUIREMENTS

The Provider warrants and represents that it will comply with all MCCS policies and governmental ordinances, laws and regulations.

13. 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.

14. 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.
- (v) and all legal costs 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.

15. 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.

16. 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.

17. 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.

18. FORCE MAJEURE

MCCS may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, epidemic or pandemic; quarantine restrictions; severe shortage of fuel, power or raw materials, change in law, executive or court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. MCCS may, at its discretion, extend the time period for

performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

19. 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.

20. 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.

21. 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, religion, sex, sexual orientation, gender identity or gender expression, national origin, ancestry, age, physical or mental disability, or veteran status unless related to a bona fide occupational qualification. The Provider shall take affirmative action to ensure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, physical or mental disability, or veteran status. MCCS encourages the employment of individuals with disabilities.

- b. 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.
- c. 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, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- d. 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.
- e. 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.
- f. 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.
- g. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- h. 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 Department or Agency 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 MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine's Freedom of Access Act any information that Provider has given to MCCS 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 MCCS any such information prior to executing this Agreement, and Provider's failure to so designate any such information will authorize MCCS to conclude that no portions are so exempt.

26. NON-APPROPRIATION

Notwithstanding any other provision of this Agreement, if MCCS does not receive sufficient funds to fund this Agreement and its other obligations, if funds are de-appropriated, or if MCCS does not receive legal authority to expend funds from the Maine State Legislature or Maine

courts, then MCCS 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, MCCS does not agree to: provide any defense, hold harmless or indemnity; waive any statutory or constitutional immunity; apply the law of any jurisdiction other than the State of Maine; procure any type or amount of insurance beyond that MCCS already maintains; waive any right of insurance subrogation; add any entity as an additional insured to MCCS 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; permit any automatic renewal for term(s) greater than month-to-month; limit MCCS' recovery of lawful damages incurred as a result of Provider's breach of the contract; limit the time period under which claims can be made or actions brought arising from the contract; or provide precedence to Provider's terms over MCCS' standard terms and conditions, including addenda.

28. APPROVAL

This Agreement must have the approval of an authorized MCCS administrator and must comply with the MCCS policy on Contracts before it can be considered a valid, enforceable document.