

REQUEST FOR PROPOSALS

GRANT EXTERNAL EVALUATOR SERVICES

for the

“Building a More Prosperous Maine”

A Harold Alfond Foundation Grant

ISSUE DATE:

April 17, 2026

EMAIL SUBMISSIONS TO:

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EXTERNAL EVALUATOR SERVICES

The Maine Community College System (the M CCS) seeks to enter into a contract with a qualified firm or individual to provide grant evaluation services for the Building a More Prosperous Maine grant, administered by the Harold Alfond Center for the Advancement of Maine's Workforce (the Center), the workforce training arm of M CCS.

In conjunction with project staff, the evaluator will design and provide rigorous assessments of project implementation and participant outcomes. The evaluator will be responsible for designing and developing an evaluation strategy that aligns the project objectives, activities, and outcomes and ensures timely evaluation reports.

The purpose of the RFP is to determine the submitters' qualifications and the project's potential costs. M CCS welcomes responses from all qualified firms.

GENERAL OVERVIEW

M CCS is Maine's comprehensive two-year college system offering nearly 300 career and transfer programs, continuing education, and customized training for business and industry.

Additional information about the institutions within the M CCS can be found at:

Maine Community College System (Augusta): mccs.me.edu

Central Maine Community College (Auburn): cmcc.edu

Eastern Maine Community College (Bangor): emcc.edu

Kennebec Valley Community College (Fairfield and Hinckley): kvcc.me.edu

Northern Maine Community College (Presque Isle): nmcc.edu

Southern Maine Community College (South Portland and Brunswick): smccme.edu

Washington County Community College (Calais): wccc.me.edu

York County Community College (Wells): yccc.edu

The Center pulls together varied current workforce efforts into a single, logical, and accessible system that weaves together opportunities for both short-term training and longer-term degree/certification attainment. It provides clear, affordable educational pathways for Maine adults, regardless of where they are on the job-skills development continuum.

Executive Summary of the "Building a More Prosperous Maine" Grant

With the support of the Harold Alfond Foundation (HAF) and M CCS, the Center, Maine's community colleges, their training partners, industry groups, and the state's employers have embarked on building a statewide, comprehensive, and coordinated workforce development system. The Center and its partners are advancing a cultural shift in how the state's public and private sectors are working together to ensure that Maine people have the skills and training they—and our state—need to achieve long-term economic prosperity.

The HAF 3.0 grant enables the Center to continue to expand its successful programs and launch new initiatives that help Maine people and businesses gain the skills to compete in today's challenging economy. The Center is building on the momentum that was established over the past three and a half years, to build and deliver a highly skilled, resilient, and responsive workforce; one that expands opportunity and prosperity for Maine people and businesses in all parts of the state.

The HAF 3.0 grant of \$75,557,855 aims to serve 70,505 individuals over the next five and a half years, which commenced on January 1, 2025. It will expand the core services offered under the

earlier HAF 2.0 grant, while adding new programs and services to extend the reach and impact of the Center's work.

SCOPE OF WORK AND COORDINATION OF EFFORTS

MCCS programs are offered across seven MCCS colleges. Grant funding is also awarded to compact members (employer partners in Maine) to provide internal (employer-based) training or to use a third-party training provider (outside of the MCCS colleges). Quantitative and qualitative data will be collected through the workforce registration system, Modern Campus; the student information system, Anthology Student; Upskill Maine, the grant management system; the Center Database; and participant and employer surveys.

Evaluator Plan

The Center plans to conduct a comprehensive evaluation of its workforce program. The evaluation will assess participant employment outcomes that capture pre- and post-training earnings, employer satisfaction, and sector-level workforce impacts. The evaluation will also support the requirements for Building a More Prosperous Maine reporting and will help guide continuous improvement efforts.

1. Evaluation Design

Objectives

- Establish a rigorous, defensible evaluation framework aligned with Project benchmarks and reporting requirements.
- Ensure data integrity, independence, and stakeholder alignment.

2. Participant Outcomes Evaluation (Stages I, II, III)

Objectives

- Measure employment and career outcomes attributable to Center-supported training that includes capturing pre- and post-training earnings.
- Produce statistically valid, stage-specific outcome data for required reporting.

3. Employer (Compact Member) Experience Evaluation

Objectives

- Assess employer satisfaction with training quality and workforce impact.
- Evaluate the effectiveness of sector-level multi-employer initiatives.

4. Integration, Reporting & Continuous Improvement

Objectives

- Synthesize findings into insights.
- Support compliance, learning, and strategic refinement.

EVALUATOR RESPONSIBILITIES

- Work collaboratively with MCCS staff to fulfill all institutional and program-related evaluation requirements.
- Communication with Compact Members, grant funders, and Center Staff must be coordinated and communicated through the contract administrator.
- Participate in face-to-face or virtual meetings or conference calls with the project team to ensure proper implementation of data gathering and evaluation needs.
- Train or coach project team, as needed, in using evaluation instruments, data and information collection systems, participant/case selection for sampling purposes, and/or other activities.
- Establish and oversee procedures to ensure confidentiality during all evaluation phases.
- Review and assess existing data collection and data management systems and make appropriate recommendations to achieve project data collection goals.
- Bidder will work collaboratively with MCCS to develop tools and protocols for collecting, matching (where necessary), and aggregating core data across the project to evaluate the success of the project in meeting the project goals and deliverables as outlined in the grant.

Leveraging existing MCCS tools or other mechanisms, data will be collected on enrollment, outcomes, credentials, and other relevant data elements, along with a capacity to administer surveys to enrollees. Data will need to be available on campus and aggregated at the system level.

- Provide the project team with annual reports that can be submitted with the team’s reports. Areas of discussion should include project administration, project design, the extent to which these activities were implemented within the expected timeline, key challenges associated with implementation, the accomplishments associated with these activities (preliminary quantitative and qualitative outcomes), suggestions, or recommendations for the remainder of the project period (when applicable), and any lessons learned or promising practices/challenge resolutions emerging in the project.
- Produce a final evaluation and formal report at the end of the grant period. This report should include the following: 1) executive summary, 2) evaluation methodology, 3) summary of project (including case studies, if applicable), 4) Presentation of results (including a mix of graphic data representations and narrative explanations of findings, with an emphasis on outcomes, comparisons, and observations), conclusions and implications, and recommendations for future programming.
- Provide recommendations to support the acquisition of data for future cohorts.

EVALUATOR TIMELINE

Below is an approximate timeline for reporting for the selected grant evaluator.

Item	Date
Selected bidder begins work	June 2026
First Annual Report	Due to MCCS by September 2026
Second Annual Report	Due to MCCS by mid-August 2027
Third Annual Report	Due to MCCS by mid-August 2028
Fourth Annual Report	Due to MCCS by mid-August 2029
Fifth Annual Report	Due to MCCS by mid-August 2030

GUIDELINES FOR SUBMISSION

Firms seeking consideration should submit a letter of interest with their proposals. Submission format: Electronic copy - Microsoft Word or PDF file, no page limit.

I. Project Management & Qualifications

Responses should describe the firm’s capabilities. Emphasis should be on the items noted below.

- Provide a detailed project timeline and work plan
- Identify key personnel and their qualifications
- Demonstrate experience evaluating workforce development, education, or training programs of similar scope and scale
- Describe quality assurance processes and internal review procedures
- The evaluation services required are for a five-year grant, which ends June 30, 2030. Responding entities should include information on their ability to ensure financial and human resource stability throughout the grant.
- List three clients (at least one is a higher education client) for whom similar work has been performed and provide a brief description of the services you provided within the last three years. Please describe any projects that are similar in nature, size, and complexity to what MCCS might need.
- What is the location of the office(s) from which you would be staffing this effort?
- Describe your firm’s mission statement or general operating philosophy. How is your firm unique? What are your demonstrated areas of strength?

I. Provide a list of conflicts of interest or potential conflicts of interest related to any work that may be required as a result of the RFP (see below). The list should indicate the name of the party, the relationship, and a description of the conflict.

II. Requested Scope of Work & Deliverables

A. Evaluation Design & Framework

1. Propose a comprehensive, methodologically sound evaluation framework aligned with Project benchmarks and grant reporting requirements
2. Describe the evaluation design, including:
 - a. Data sources and data-collection methods
 - b. Quantitative and qualitative methodologies
3. Demonstrate how evaluator independence, objectivity, and data integrity will be ensured
4. Describe stakeholder engagement strategies (Center staff, colleges, employers, grant administrators)
5. Identify risks, limitations, and mitigation strategies related to data quality, response rates, or attribution
6. Describe in detail your organization's data security policies and protocols
7. Describe any use of sub-agreements or subcontractors. Please review Rider A sections 6 and 7.

B. Participant Outcomes Evaluation (Stages I, II, III)

1. Design and implement statistically valid outcome analyses for Project participants by Stage (I, II, III)
2. Collect and analyze pre- and post-training employment and earnings data
3. Produce stage-specific outcome metrics suitable for required grant reporting, including but not limited to:
 - a. Stage I Metrics
 - i. Number of enrolled and completers
 - ii. Number of unemployed participants who became employed within three months of training
 - iii. Number attaining industry-recognized credentials post-training
 - b. Stage II Metrics
 - i. Number of enrolled and completers
 - ii. Number employed in the same job as pre-training
 - iii. Number attaining industry-recognized credentials post-training
 - iv. Capturing compact members' expected result successful completion of training
 - v. Capture and compare training completed at MCCS and third-party trainers
 - c. Stage III Metrics
 - i. Number of enrolled and completers
 - ii. Number employed in the same job as pre-training
 - iii. Number attaining industry-recognized credentials post-training

C. Employer (Compact Member) Experience Evaluation

1. Design and administer employer surveys and/or focus groups to assess:
 - a. Satisfaction with training quality
 - b. Perceived workforce skill improvements
 - c. Impact on employee performance, retention, and advancement
2. Evaluate the effectiveness of sector-level and multi-employer training initiatives
3. Analyze employer feedback by sector, training type, and participation level, where feasible
4. Identify strengths, gaps, and opportunities for improvement from the employer perspective

D. Integration, Reporting, & Continuous Improvement

1. Synthesize participant and employer findings into integrated analyses
2. Produce clear insights to support:
 - a. Results of outcomes against the expected goals.
 - b. Grant compliance and required reporting
 - c. Program improvement and decision-making
 - d. Strategic refinement of training offerings
3. Deliver required reports, including:
 - a. Final evaluation reports
 - b. Stage-specific outcome summaries
 - c. Data tables suitable for grant submission
 - d. Executive summaries for leadership and stakeholders
4. Participate in periodic meetings or briefings with Center leadership to review findings and recommendations

E. Cost Proposal

1. Detailed breakdown of costs associated with the evaluation design and framework, and the services requested above.
2. A payment scheduled tied to project milestones or deliverables.

COMPETITIVE NEGOTIATIONS

MCCS shall negotiate a contract with the most qualified firm for professional evaluation services at compensation that MCCS determines is fair, competitive, and reasonable. In making such a determination, MCCS shall conduct a detailed analysis of the cost of the services required in addition to considering their scope and complexity.

Should MCCS be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the MCCS determines to be fair, competitive, and reasonable, negotiations with that firm will be terminated. MCCS may then negotiate with the second most-qualified firm. If MCCS chooses to negotiate with the second most-qualified firm and fails to reach an agreement, MCCS will terminate negotiations. MCCS may then undertake negotiations with the third most qualified firm.

Should MCCS choose to further negotiate and is unable to negotiate a satisfactory contract with any of the selected firms, MCCS may select additional firms in the order of their competence and qualifications and continue negotiations in accordance with this subsection until an agreement is reached.

ADDITIONAL INFORMATION

MCCS reserves the right to reject any or all Proposals and to request any additional information it deems necessary to supplement the Proposals and/or reach an agreement.

The terms and conditions, including pricing, of the final agreement resulting from this RFP process shall be available to any MCCS entity for the procurement of goods and services from the selected vendor(s).

The University of Maine System and Maine Maritime Academy, both public higher education institutions in the state, shall be permitted to piggyback off the MCCS's contract if they desire. The Contractor agrees to further provide the products and services, with all the same terms and conditions applicable to these additional entities.

CONFLICT OF INTEREST OR POTENTIAL CONFLICT OF INTEREST

Contractors have an obligation to disclose any actual or potential conflict that may impact their capacity to serve the best interest of MCCS, or that may reasonably be perceived as having this effect. Failure to disclose such conflicts may result in the contractor's disqualification or contract termination. MCCS shall consider any potential conflicts of interest during the selection process.

PROCESS REGARDING SELECTING FIRMS

MCCS is required to comply with MCCS's Finance Policy and Procedures Manual that includes detailed guidance on all aspects of purchasing and procurement, from competitive bidding to contracts and ethical practices.

An RFP review team consisting of the Executive Director of Workforce Training, Deputy Executive Director of Workforce Training, a staff member of Maine's Community College Foundation, and a member of the MCCS Institutional Research Staff will review submissions based on the following criteria:

Category	Score
Qualifications and Experience	30%
Detailed Technical Service Proposal	40%
Detailed Cost Proposal	30%
Total	100%

The final decision regarding the award will be made by MCCS. Notification of conditional award selection or non-selection will be made in writing by MCCS. Issuance of the RPQ in no way constitutes a commitment by MCCS to award a contract, to pay costs incurred in the preparation of a response to the RFP, to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel, or any other costs incurred by the Bidder. MCCS reserves the right to reject any and all proposals or to make multiple awards.

PROFESSIONAL SERVICES CONTRACT

When MCCS engages a firm to provide services, the firm will be asked to sign a standard professional services contract setting forth the terms of the agreement. A copy follows for your review (Appendix A). Please do not complete it at this time; it is for your information only. If you have a contract that you would prefer to use, please include it with your materials.

The firm(s) selected to provide services will be required to show evidence of, and maintain throughout the completion of services, all MCCS-required insurance. The firm selected will also have to sign a Data Non-Disclosure Agreement.

SUBMISSIONS: TIMELINE AND DELIVERY REQUIREMENTS

REQUEST FOR PROPOSALS Schedule	
RFP Issue Date	April 17, 2026
Emailed Bidder Questions Deadline ¹	May 1, 2026, by 4:30 pm ET
MCCS Responses to Questions Posted	May 6, 2026
Emailed Letters of Interest, Qualifications, and Proposal Submission Deadline ²	May 15, 2026, by 4:30 pm ET
Final Decision made by	June 2026

¹ Emails should have a subject line of: Bidder Questions-External Grant Evaluator

Services.

Questions will not be accepted by telephone. MCCS will make every effort to answer questions submitted by bidders to the best of our ability by the due date. We strongly encourage bidders to submit questions as early as possible in the RFP process. Response to questions will be posted on the RFP page on the date specified above.

² Emails should have a subject line of: RFP Submission for External Grant Evaluator Services

Review of qualifications will begin immediately and remain open until an external evaluator firm for this grant project is selected.

All submissions should be sent to the following RFP Coordinator:

Michelle Hawley mhawley@maineccc.edu

GENERAL PROVISIONS

1. All contact with MCCS regarding this RFP must be made through the aforementioned RFP Coordinator. No other employee is empowered to make binding statements regarding this RFP.
2. Issuance of the RFP does not commit MCCS to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
3. All responses should adhere to the instructions outlined in this RFP and all written supplements and amendments, such as the Summary of Questions and Answers, issued by MCCS.
4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, MCCS will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal MCCS information of previous contract history with the Bidder (if any). MCCS also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder's experience and capabilities.
5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained herein will remain valid and binding for a period of 120 days from the bid closing date and time.
6. The RFP and the awarded Bidder's proposal, including all appendices or attachments, will be the basis for the final contract, as determined by MCCS.
7. MCCS, in its sole discretion, reserves the right to recognize and waive minor informalities and irregularities found in proposals received in response to the RFP.
8. All proposals in response to this RFP will be considered public records available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) (1 M.R.S. §§ 401 et seq.). <http://www.mainelegislature.org/legis/statutes/1/title1sec401.html> All applicable laws, whether or not herein contained, shall be included by this reference. It shall be Bidder's responsibility to determine the applicability and requirements of any such laws and to abide by them.
9. Proposals that do not include a signed, acknowledged Notice to Vendors and Bidders will not be evaluated.
10. Proposals that do not include a signed, acknowledged Notice to Vendors and Bidders will not be evaluated.

*[Maine Community College System](#) is an equal opportunity/affirmative action institution and employer.
For more information, please contact aao@maineccc.edu.*

**NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS
STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS**

The following Maine Community College System (MCCS) 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 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 or costs for any other entity;
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; and
12. Vendor's terms prevailing over MCCS' standard terms and conditions, including addenda.

By submitting a response to a Request for Proposal, bid or other like offer to do business with a college or other operating unit of the MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between MCCS and your entity, 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.

Bidder Acknowledgment: _____



**APPENDIX A
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 (“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. AGREEMENT ADMINISTRATION

a. 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.

b. 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.

c. Changes in the Work; Changes in the Scope

The Agreement Administrator may order changes in the work or scope, 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.

d. 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.

e. 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.

f. Unilateral Changes

Provider is not authorized to change unilaterally any term or condition relating to this Agreement.

g. Trade Secrets

Provider agrees to defend, indemnify and hold harmless M CCS in any and all legal actions that seek to compel M CCS to disclose under Maine’s Freedom of Access Act any information that Provider has given to M CCS 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 M CCS any such information prior to executing this Agreement, and Provider’s failure to so designate any such information will authorize M CCS to conclude that no portions are so exempt.

h. 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.

i. 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.

2. PAYMENT, TERMINATION

a. 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. M CCS will process approved payments within 30 days.

b. 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 upon 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.

3. INDEPENDENT CAPACITY

a. Independent Status

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 M CCS.

b. Benefits and Deductions

If the Provider is an individual, the Provider understands and agrees that they are an independent contractor for whom no Federal or State Income Tax will be deducted by M CCS, and for whom no

retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to MCCA 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 MCCA 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.

c. Worker's Compensation Insurance

If the Provider is an individual in Maine, they understand and agree they are required to have Form WCB-267 with Maine's Worker's Compensation Bureau.

4. EMPLOYMENT AND PERSONNEL

a. Equal Employment Opportunity

During the performance of this Agreement, the Provider agrees as follows:

- i. 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 ensure 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. MCCA encourages the employment of individuals with disabilities.
- ii. 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 inconspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
- iii. 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.
- iv. 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.
- v. The Provider shall immediately inform the MCCA Agreement Administrator of any discrimination complaints brought to an external regulatory body (Maine Human Rights Commission, EEOC, Office of Civil Rights) against it by any individual as well as any lawsuit regarding alleged discriminatory practice.

- vi. 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.
- vii. Contractors and subcontractors with contracts in excess of \$50,000 shall also pursue in good faith affirmative action programs.
- viii. 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.

b. 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 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.

c. 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.

5. INDEMNIFICATION; INSURANCE

a. 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 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 M CCS'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 M CCS in accordance with this Agreement.

b. 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 M CCS 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 M CCS with written or photocopied verification of the existence of such liability insurance policy.

6. INFORMATION SECURITY

a. Data Security

The Provider shall implement and maintain commercially reasonable security procedures and practices that otherwise meet or exceed industry standards designed to protect M CCS data from unauthorized access, destruction, use, modification, or disclosure, including but not limited to the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of M CCS data (a "Security Breach").

b. Use of AI

The Provider is not authorized to use any M CCS data in a manner that may train a third-party AI. The Provider must provide written disclosures of any substantive component of its work for M CCS that is comprised of AI generated materials.

c. Family Education Records Privacy Act (FERPA)

To the extent the Provider has access to confidential information subject to FERPA, the Provider is hereby designated an "official" with a legitimate educational interest in the confidential information pursuant to 34 C.F.R. § 99.31(a)(1). The Provider's designation as an "official" of M CCS is solely for the purposes of FERPA compliance and for no other purpose whatsoever. The Provider agrees to: (i) abide by FERPA's limitations on re-disclosure of Personally Identifying Information in education records; (ii) not use or disclose education records created or received from, by, or on behalf of M CS or its students for any purpose other than the purpose for which such disclosure is made; and, (iii) not use or disclose education records except as permitted by this Agreement, as required by law, or as authorized by M CCS in writing.

7. ONLINE AND MOBILE DEVICE ACCESSIBILITY

The Provider ensures any online, cloud, or mobile device service delivered to M CCS meet WCAG 2.1 AA standards.

8. MISCELLANEOUS

a. MCCA and Governmental Requirements

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

b. 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.

c. 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.

d. Force Majeure

MCCA 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. MCCA 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.

e. Set-Off Rights

MCCA shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, MCCA'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 MCCA with regard to this Agreement, any other Agreement with MCCA, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to MCCA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. MCCA shall exercise its set-off rights in accordance with normal MCCA practices including, in cases of set-off pursuant to an audit, the finalization of such audit by MCCA or its representatives.

f. 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 federal entities, the Maine State Legislature or Maine courts, then MCCA is not obligated to future payments for work not yet performed under this Agreement.

g. Interpretation

Provider agrees that, in all matters relating to or arising from this Agreement, M CCS 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 M CCS already maintains; waive any right of insurance subrogation; add any entity as an additional insured to M CCS 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 M CCS' 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 M CCS' standard terms and conditions, including addenda.

h. 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.

i. Approval

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