



<b>Request for Proposal/Bid 26-003</b>	
<b>Data Warehouse and Analytics Platform</b>	
<b>RFP/Bid Issued:</b>	March 19, 2026
<b>Question/clarification deadline:</b>	March 30, 2026 10:00 AM CST
<b>Proposals/Bids Due:</b>	April 15, 2026 10:00 AM CST
<b>Buyer:</b>	Linda Burgess Purchasing Specialist Kansas City Kansas Community College 7250 State Avenue, Kansas City Kansas 66112 Email: lburgess@kckcc.edu

## FORM A

### RESPONDENT ACKNOWLEDGEMENT

RFP 26-003

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign, and return this form with their submittal.**

Company Name	Authorized Person (Print)
Address	Signature
City/State/Zip	Title
Phone #	Date
Fax #	Tax ID #
Email Address	

TABLE OF CONTENTS

RFP NO. 26-003

PROFILE OF KANSAS CITY KANSAS COMMUNITY COLLEGE	PAGE 4
INSTRUCTIONS FOR SUBMITTING PROPOSAL	PAGE 5
SCOPE OF SERVICES / PROPOSAL REQUIREMENTS	PAGE 8
GENERAL TERMS AND CONDITIONS	PAGE 17

**RFP INFORMATION, INSTRUCTIONS, FORMS**

REQUEST FOR PROPOSALS NO. 25-XXX

**PROFILE OF KANSAS CITY, KANSAS COMMUNITY COLLEGE**

Kansas City Kansas Community College is a centrally located public 2-year institution in the Kansas City metropolitan area, in northeast Kansas. The College was founded in 1923 and is accredited by the Higher Learning Commission. KCKCC's Main Campus and Technical Education Centers are within the city limits of Kansas City, Kansas, located within Wyandotte County near State Avenue and College Parkway. The College also serves Leavenworth County with a satellite center, Pioneer Career Center.

The stated mission of KCKCC is "Inspire individuals and enrich our community one student at a time."

## INSTRUCTIONS FOR SUBMITTING PROPOSALS

### SECTION 1: GENERAL INSTRUCTIONS

All submittals must be in accordance with these instructions.

- A. Must submit three (1) original paper copies of the submittal response in a sealed envelope, labeled with the project number and project title. A pdf copy of the proposal should be emailed to [lburgess@kckcc.edu](mailto:lburgess@kckcc.edu) by the deadline. Paper copies should be mailed or delivered to 7250 State Avenue, Kansas City, Kansas 66112, Attention: Linda Burgess, Purchasing Specialist, Administrative Offices, Upper Jewel.
- B. The College reserves the right to waive defects and informalities in submittals, to reject any or all submittals, or to accept any submittals as may be deemed in the best interest of the College, in its sole discretion.
- C. Any submittal may be withdrawn at any time prior to the time specified herein for the opening of submittals, but no submittal may be withdrawn for a period of ninety (90) days after the submittal.
- D. Any exceptions taken to the terms, conditions, or specifications of the RFP must be clearly noted in the submittal as follows: **Exceptions to RFP 26-003**. If not so noted, then the successful respondent expressly agrees to the terms, conditions, and specifications of the RFP in its entirety and any exception after submittal will be held invalid and/or cause to reject the submittal, in whole or in part, at the sole discretion of the College.
- E. Questions and information pertaining to any item of this request may be obtained by submitting a request via email prior to the submittal deadline as noted on Page 1. Except in writing as noted on page 1, no other communication will take place between respondents and employees of the College during the RFP process.
- F. Services shall **not** be subcontracted or assigned, in whole or in part, without the express written consent of the College. Areas of work that cannot be accomplished by the respondent must be identified in the submittal, including the identification of other firms to be used. However, ultimate responsibility for the goods/services and all obligations relating to the goods/services will remain with the successful respondent.
- G. It is the responsibility of each respondent to become familiar with the requirements of this RFP. Lack of knowledge concerning the RFP's requirements will not relieve the respondent of conditions submitted in response to the submittal.
- H. If it becomes necessary to revise this RFP in whole or in part, an addendum will be provided to all respondents on record as having received the RFP and posted on the College's website. **It is important to note, however, that it remains the responsibility of the respondent to determine if any addenda have been issued and to obtain those addenda prior to submitting their submittal.**

- I. The College will not be liable for any costs that a respondent may incur in the preparation of or presentation of the submittal.
- J. In all cases, no verbal communication will override written communication, and only written communications are binding.
- K. The College shall not be obligated to return the respondent's submittal once submitted, whether or not the submittal is withdrawn.

## **SECTION 2: EVALUATION CRITERIA**

Evaluation will be in accordance with the College's policies and practices and purchasing policy. The College shall base its selections for professional services required for a project upon, but not limited to, the following criteria:

- A. **Approach to the Scope of Services.** The scope of the services offered and the extent to which they meet or exceed the requirements of the College.
- B. **Personnel.** Professional credentials and experience of all personnel who will be involved with the project. The specialized experience and technical competence of the respondent with respect to the type of services required.
- C. **Capacity to Perform the Work.** The capacity and capability of the respondent to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project. Total resources of the respondent that can be applied to the Project, including project schedule.
- D. **Experience.** The past record of performance of the respondent with respect to such factors as control of costs, quality of work, and ability to meet schedules. Previous experience with similar or like services as outlined in this RFP, including references, level of satisfaction of present and former clients with accounts of comparable size and complexity.
- E. **Familiarity.** The respondent's proximity to and familiarity with the College and/or higher education. Understanding of the scope and work required as evidenced by the submittal and the ability of the respondent to deliver services as requested.
- F. **Fee Proposal.** Selection will be made based upon the most responsible respondent in the sole discretion of the College, including costs. A responsible respondent is a firm who has the capability and experience in all aspects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

### **SECTION 3: PROPOSAL SUBMITTALS**

Bid/Proposal Format – the following should be clearly identified in your proposal:

1. Respondent Acknowledgement Sheet – Completed copy of page 2 of this RFP.
2. Company Overview and History - Describe your company, officers, number of employees, and operating policies. State the number of years your organization has been in business and the financial stability of your company (no more than 2 pages).
3. Experience/References – Describe your experience in performing the services requested in this RFP. Indicate if you have previously contracted with KCKCC, and if any contract with KCKCC was terminated or declared in default by the College due to performance, breach, or other concerns. Provide three (3) references, preferably those that include current and former public higher education clients for similar work.
4. Key Personnel – Identify key personnel who would be assigned to this project to provide the services described in the Scope of Work, highlighting the primary point of contact for the College. Include an organizational chart and resumes as appropriate.
5. Project Approach – Describe in detail the approach to the project. Provide a detailed, task-oriented timeline for the project as it relates to the project requirements.
6. Fee Proposal – Describe how your firm is compensated for services and describe all fees for services on our account. Include itemized costs for all components and features to be delivered. Unless stated, the College shall assume that no other fees will be assessed in connection with the provision of services.

## SCOPE OF SERVICES

### **SECTION 1: Institutional Context and Current Environment**

Our college has a long-standing practice of collecting and reporting institutional data, but the college continues to face challenges in translating data into timely, actionable information used consistently by educators and operational leaders. The primary student information system is the Ellucian Colleague SaaS. Supporting systems and data sources include Blackboard LMS, Student Planning for degree planning, and a range of spreadsheets and locally developed reports. These sources are not consistently connected, which limits the college's ability to analyze the full student experience across departments and across time.

Institutional Effectiveness and related offices currently respond to requests by extracting information from Colleague SaaS and other systems, then distributing results through Excel files or custom reports developed in Power BI and Tableau. While internal dashboards exist, parts of the underlying logic depend on undocumented processes or individual staff knowledge rather than standardized, reusable data models. This affects maintainability and makes it harder for users outside a small technical group to trust, interpret, and apply results consistently. Additionally, recurring reporting, including six-month and annual strategic plan updates, remains highly manual and time-consuming.

Important datasets such as National Student Clearinghouse outcomes and certain grant-related or categorical group data are difficult to incorporate reliably into regular analysis. The absence of a comprehensive, institution-wide data dictionary further contributes to inconsistent definitions and limits a shared understanding across departments.

### **2. Our College's Analytics Objectives**

Our college is seeking a platform that improves data utilization across the institution, supporting consistent decision-making and coordinated action across academic, student support, enrollment, and institutional effectiveness functions. The goal is not only to enhance reporting, but to expand access to reliable analytics beyond a small group of technical users while improving transparency, reliability, interpretability, and repeatability.

Our college's priorities emphasize student success and institutional effectiveness, including a focus on retention and persistence outcomes for low-income and underrepresented students and a need for analytics that support transparent review of equity outcomes. The solution should also strengthen the college's ability to understand program progress toward credential completion, identify students who are close to completion but not progressing as expected, and support outreach and intervention workflows through shared visibility into relevant student indicators and intervention history.

### **3. Outcomes the Solution Must Support**

This procurement is intended to support the following outcome areas, which should be reflected in the proposed solution and implementation approach.

### **3.1 Broad Access and Consistent Interpretation of Data**

The solution must broaden access to analysis for faculty, advisors, student affairs, enrollment management, academic leadership, and other appropriate roles. The intent is to enable more users to explore data, ask questions, and use evidence in daily work, supported by training and adoption support that builds data literacy.

### **3.2 Retention, Persistence, and Gap Measurement and Improvement**

The solution must support analysis of retention, persistence, course success, developmental education outcomes, three-year graduation rates, and related measures, including disaggregation by student subgroups to identify gaps. Our College is seeking transparent, pre-delivered analytics that surface historical patterns and leading indicators in an interpretable way, supporting targeted interventions and allowing the college to evaluate impact over time.

### **3.3 Proactive Outreach through Early Indicators**

The solution must strengthen proactive support by surfacing early indicators derived from historical trends and current-term data, including examples such as course performance patterns, withdrawal history, credit accumulation trends, developmental placement, and limited LMS engagement in Blackboard where available.

### **3.4 Clear Visibility into Credential Progress and Completion Readiness**

The solution must incorporate degree planning or audit data to show progress toward credential completion at both the student and aggregate levels. The platform must find near completers, support review of auto-graduation candidates, and detect when students deviate from their intended program requirements or fall out of sequence. These insights must support targeted actions that help students regain alignment and progress to completion.

### **3.5 Faster Reporting and Self-Service Analysis**

The solution must reduce dependence on long turnaround times for reporting by enabling users to answer typical questions on demand, such as retention by program, course success trends, service utilization, and progress toward key performance indicators. Users must be able to explore data through dashboards or report-building tools that support drill-down and comparative analysis.

### **3.6 Connected Data Foundation**

The solution must integrate data from Colleague SaaS, Blackboard, Student Planning, National Student Clearinghouse, and other relevant sources into a centralized analytics environment with clearly defined data models. Our College expects “near real-time” data processing to refresh dashboards and analytics by the start of each day. A robust data dictionary must accompany the solution to document definitions, logic, and shared reporting standards. The data environment must support longitudinal analysis such as multi-year cohort tracking.

### **3.7 Governance and Security**

The solution must support a structured and sustainable data governance framework that promotes clarity, accountability, and consistency across the institution. The platform should enable clearly defined data ownership and stewardship roles, support standardized definitions and shared reporting logic, and provide transparency into how data flows from Ellucian Colleague SaaS and other source systems into analytic outputs. A centralized data dictionary or metadata capability must accompany the solution so that definitions, calculation logic, and reporting standards are documented and accessible to appropriate users. The college expects governance practices to be embedded into the implementation approach, including guidance on roles, documentation, and ongoing stewardship responsibilities.

The solution must also include embedded data quality capabilities that support continuous monitoring of data integrity. Vendors should describe how anomalies are identified, how data lineage is traceable to source systems, and how the platform supports collaboration between technical and functional offices to resolve discrepancies. Data quality processes must be sustainable and operational rather than dependent on undocumented knowledge or one-time configuration.

From a security perspective, the platform must comply with FERPA and applicable regulatory requirements and support role-based access controls aligned to institutional responsibilities. The system must integrate with the college's single sign-on environment and ensure encryption of data in transit and, where applicable, at rest. Comprehensive logging, monitoring, and audit reporting must be available to support institutional accountability and review. Vendors must also describe incident response protocols, data retention controls, and, if cloud hosted, the security certifications, hosting environment, and business continuity and disaster recovery practices that ensure system availability and data protection.

## **4. Requirements Vendors Must Address in their Proposals**

Vendors must propose a comprehensive solution that addresses both end-user capabilities and technical implementation requirements. Vendors should demonstrate how their proposed platform addresses and fulfills the requirements outlined in this section.

### **4.1 Platform Capabilities and User Functionality**

The proposed analytics platform must provide a robust, flexible set of capabilities that enable our college to understand student progress, evaluate outcomes, and support data-informed decision-making across academic, student affairs, enrollment, and institutional effectiveness functions. The solution should emphasize transparency, consistency, and usability, enabling insight without requiring users to be technical experts or data specialists.

#### **Self-Service Reporting and Exploratory Analysis**

The solution must enable users to answer common analytical questions without reliance on IT staff or long turnaround times. Users should be able to filter, compare, and explore data through intuitive

dashboards and reporting tools. The platform should support ad-hoc analysis such as comparing outcomes across programs, examining trends over time, or identifying specific student populations that meet defined criteria. Reports and visualizations should be easy to share and export for further analysis or action.

### **Strategic Plan and KPI Reporting**

The solution must support reporting aligned to institutional strategic goals and objectives. This includes the ability to track and report on retention, persistence, completion, course success,, program velocity, and end-of-term GPA metrics, with disaggregation by relevant student populations. The platform should reduce the manual effort needed to produce recurring strategic plan updates and enable consistent, repeatable reporting tied to defined KPIs. Leadership should be able to view progress over time and understand how outcomes align with institutional priorities.

### **Cohort Definition and Longitudinal Tracking**

The solution must support the creation and analysis of student cohorts based on a wide range of criteria, including entering term, academic program, student characteristics, participation in specific initiatives, and key performance indicator target populations such as Title III groups. The system must support longitudinal analysis using point-in-time snapshots so cohorts can be evaluated consistently over time across enrollment, retention, persistence, course success, completion, and other outcomes. Users should be able to compare cohorts across terms and years to identify trends, gaps, and areas of improvement.

### **Advisor, Faculty, and Leadership Dashboards**

The platform must provide role-appropriate dashboards designed for advisors, faculty, department leadership, executive stakeholders, and board of trustees. These dashboards should surface relevant indicators related to student progress, academic momentum, course outcomes, and program performance. Advisors should be able to view caseload-level insights related to credit accumulation, course performance patterns, and completion readiness. Faculty should be able to view course-level outcomes and patterns across sections and terms. Leadership dashboards should support high-level views aligned to strategic goals, and KPI reporting needs. All dashboards must allow users to drill from aggregate trends into more detailed views to support analysis and action.

### **Early Indicators and Insight-Based Student Risk Context**

The solution must surface interpretable indicators that suggest when students may benefit from additional attention or support. These indicators should be based on observable historical and current-term patterns, such as academic performance trends, developmental education placement, credit momentum, course withdrawal and repeat behavior, and relevant engagement signals from Blackboard where available. The system should present insights that help users understand patterns associated with student progress and persistence. These insights are intended to support decision-making, not to replace existing advising or case management systems.

### **Completion, Auto-Grad Identification, and Momentum Analysis**

The solution must ingest degree planning or audit data for all academic programs and produce clear, structured insights into student progress toward credential completion. It must support monitoring completion pathways, finding students who qualify for automatic graduation review, and surfacing near completers for targeted outreach. The system should also find cases where students are formally declared in one program but have already met the completion requirements for a different credential. In addition, the solution must detect when students diverge from intended program requirements or fall out of sequence. These capabilities must support proactive intervention for students who are close to graduating but are not currently enrolled or who have stopped out just short of completion.

### **Program, Course, and Outcome Analytics**

The proposed solution must provide integrated, multi-year analytics that connect student program history, enrollment activity, completion outcomes, course performance, credit production, instructional staffing, and relevant financial data into a unified reporting environment. The platform must support longitudinal analysis of program declare, enroll, and completion trends by program, credential type, department, modality, term, and student subgroup.

The College is also interested in the ability to blend and braid disparate data domains—including enrollment, academic, and financial data—to provide a more comprehensive view of program viability, resource utilization, and return on investment. The system must enable aligned analysis of instructional volume, revenue and cost indicators, and student outcomes within a single analytical framework.

At the course and discipline level, the solution must provide academic-year reporting on unduplicated students, enrollments, credit hours, and faculty staffing by course prefix, including classification by faculty type (e.g., full-time, adjunct). The platform must enable identification of patterns affecting student momentum and institutional performance, such as low completion conversion, high-withdrawal courses, subgroup disparities, and alignment between instructional volume, financial performance, and staffing.

Vendors must demonstrate standardized academic year logic, drill-down capability, and governance-aligned metric definitions with traceable data lineage across student, academic, financial, and human resources systems.

### **Integrated Analysis of Student Support Services**

Where data is available, the solution should support analysis of student support usage, such as tutoring, writing center engagement, or other academic support services, and allow outcomes to be examined in relation to those supports. The emphasis is on analytical insight into patterns and effectiveness, not on managing or recording service interactions. The system should be able to consume relevant data from existing systems to support these analyses.

## **Usability**

The platform must be usable by non-technical users and support broad adoption across the institution. The interface should be web-based, intuitive, and designed to support data exploration without requiring advanced technical skills. Users should be able to save views, apply filters, and move easily between summary and detailed views. Different user roles should have access to content aligned to their responsibilities while drawing from the same underlying data source to ensure consistency and accuracy across the institution.

## **Training and Adoption Support**

The vendor must provide training and onboarding support to ensure successful adoption across our College. Training should begin during implementation and support a phased approach that builds internal expertise, including a train-the-trainer model for power users and practical, firsthand instruction for end users using institutional data. Documentation, recorded sessions, and self-service resources should be available to support ongoing learning and staff transitions.

## **4.2 Technical Requirements**

The platform must meet the following technical requirements.

### **Data Integration and Sources**

The platform must integrate Ellucian Colleague SaaS as the primary source, plus Blackboard, Student Planning, National Student Clearinghouse, and other relevant databases or files. Integration must include extraction, transformation, and organization into a coherent data model with schemas that support analysis across student demographics, course enrollments and outcomes, term-by-term retention status, and credential completion. Proposals must describe initial load, ongoing updates, and data quality controls for changes, duplicates, and errors.

### **Data Warehouse and Data Refresh Processing**

The platform must include an analytical database that serves as a centralized source of truth for reporting and analysis. The platform should support regularly refreshed data, including daily updates and “near real-time” availability, when necessary, through reliable and automated data processing. Data refresh processes should require minimal manual effort from institutional staff. The system must also support the retention of historical snapshots, enabling analysis of trends over time rather than only current state reporting.

### **Snapshots for Longitudinal Tracking**

The platform must support point-in-time snapshot capture so the college can freeze datasets at key points such as census and end of term and retrieve them later for consistent longitudinal measurement. Vendors must describe how historical versions are managed.

### **Scalability and Performance**

The system must scale to manage multi-year data volumes and concurrent users without performance degradation. Vendors must describe the architecture, hosting model, and performance techniques such as caching, indexing, or in-memory processing.

### **Security and Compliance**

The platform must support FERPA-compliant data handling, role-based access controls, and integration with the college's single sign-on. Data must be encrypted in transit and, if cloud hosted, at rest. Vendors must describe security protocols and governance features.

### **Data Access and Interoperability**

The platform should support flexible access to analytical data using industry-standard connectivity methods or APIs. The platform must enable integration with existing reporting and visualization tools, including Power BI and Tableau, allowing the college to continue leveraging current investments while extending analytics capabilities through the proposed product. The data architecture should support efficient querying, reporting, and downstream use across multiple tools without introducing unnecessary technical barriers.

### **Minimal IT Maintenance**

The system must require minimal maintenance by Our College. The vendor must provide information on where the data is stored and what happens with the data at the end of the contract. Cloud-hosted products must include vendor-managed updates, backups, and patching with minimal downtime. Vendors must clearly describe division of responsibilities and provide monitoring, alerting, and support channels.

### **Implementation Approach and Incremental Value Delivery**

Our College recognizes that implementations of this scale take time. Vendors must propose an implementation approach that delivers meaningful value incrementally, including usable capabilities within the first six months, followed by continued releases that expand functionality over time.

## **5. Partner Qualifications and Expectations**

Our College seeks a vendor with experience delivering analytics products in environments like the college. Proposals must address the following.

### **Relevant Higher Education Experience**

Demonstrated experience with community colleges or broad-access institutions, with examples and references. Experience with Colleague SaaS, Blackboard, and similar systems should be referenced in the proposal.

### **Proven Success and Impact**

Vendors should provide case studies or evidence of how their product has supported measurable improvements in student outcomes and operational efficiency at peer institutions.

### **Expertise with Required Integrations**

The college prefers vendors who have pre-built connectors or prior experience integrating with Ellucian Colleague SaaS and the other systems listed in the requirements. Knowledge of Colleague SaaS's data structures and experience merging data from SIS, LMS, and other data sources will be a significant advantage. The ideal vendor has a deep understanding of higher education data and already knows how to map and link these datasets for analysis.

### **Technical Support and Training Commitment**

A support model that includes an implementation team, escalation paths, and training for both technical users and end users, with ongoing support options.

### **Community College Mission Alignment**

This is not a mandatory requirement, but an added factor the college will consider. Our College is mission driven to serve its community and improve lives through education. The college values partners who share an understanding of this mission. If the company has a particular focus on community colleges or guided by a mission to improve student success, we ask vendors to describe that alignment.

## **6. Implementation Approach and Expected Deliverables**

Our College is requesting a clear description of how the vendor will execute implementation through defined phases and deliverables. Vendors must describe sequencing, dependencies, governance, and how they will deliver incremental value throughout the project.

Expected phases include project initiation, alignment on goals and data needs, core system configuration and data integration beginning with Colleague SaaS, development of analytic content and reporting views, validation with campus stakeholders, user enablement, and a staged rollout into production.

## **7. Proposal Response Format**

Proposals must include an executive summary along with clear documentation describing the proposed solution, its architecture, and how it addresses the functional and technical requirements outlined in this RFP. Vendors should also provide an implementation approach, including project oversight and governance, information on organizational experience and client references, a detailed pricing structure, and any standard contractual or legal materials. Additional support materials may be included as appropriate. Proposals should be clearly organized and easy to review.

## **8. Evaluation and Selection Process**

Proposals will be evaluated based on alignment to our college's goals and intended outcomes, functional capabilities, technical approach and data accessibility, vendor experience and support, implementation approach, delivery of early value, and total cost relative to value.

**GENERAL CONTRACT TERMS AND CONDITIONS**

**SECTION 1: GENERAL TERMS**

- A. Governing Law.** A standard contract document will be negotiated once the successful respondent(s) has been selected. Per state statute, Form DA-146a is required and the State of Kansas will be the governing law.
- B. Independent Contractor.** The respondent is now and shall remain a separate and independent entity from the College.
- C. Submittal.** The submittal received from the successful respondent, along with the RFP, will be incorporated into the Agreement between the College and the respondent, and all provisions therein shall be provided by the respondent in accordance with the requirements of the submittal, unless superseded by the terms and conditions of the Agreement, RFP, or any subsequent amendment. **No contract award shall exist until an agreement is approved by the College and executed by both parties.**
- D. Term.** The agreement shall include the project schedule and acceptance of the final product. The initial term of the agreement shall be one (1) year with four (4) renewable years. The contract will automatically renew unless the College provides notice at least thirty (30) days prior to the expiration of the annual renewal period.
- E. Insurance.** While performing the services, the respondent will maintain minimum insurance coverage specified herein. The College will be listed as an additional insured in respect to general liability, automobile liability, and umbrella/excess insurance. However, the addition of the College as an additional insured shall not in any way nullify coverage for claims or actions the College may have against the respondent. The respondent will provide the College certificates evidencing the required coverage prior to commencing services.

<u>Type of Coverage</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Comprehensive General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Umbrella	\$2,000,000
Professional Liability	\$1,000,000 per claim

## **F. Equal Employment Opportunity Clause.**

Respondent hereby agrees to the following provisions:

### 1. No Discrimination

The respondent will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other classification protected by law. The respondent will ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin or any other classification protected by law.

### 2. Posting Non-Discrimination Notices

The respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent will, in all solicitations or advertisements for employees placed by or on behalf of the respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, or any other classification protected by law.

### 3. No Retaliation

The respondent will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant, or for filing a complaint of discrimination. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the respondent's legal duty to furnish information.

### 4. Noncompliance

In the event of the respondent's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the respondent may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

### 5. Subcontractors

The respondent will include the nondiscrimination provisions herein in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued

pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

6. Secretary of Labor Compliance

The respondent agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of respondent and subcontractors with the equal employment opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- G. Debarred Contractors.** The respondent further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order, and will carry out such sanctions and penalties for violation of the equal employment opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the respondent agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the respondent under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such respondent; and refer the case to the Department of Justice for appropriate legal proceedings.
- H. Smoke and Tobacco-Free College.** The respondent agrees to abide by the Smoke and Tobacco-Free College policy for all employees and subcontractors while at College locations.
- I. Sales Tax Exemption.** The College is exempt from sales tax and it should be excluded from all proposals.