

Issue date	March 8, 2022
Due date	March 30, 2022
Email submission to	smayo@mccs.me.edu

#### Summary

The Maine Community College System (MCCS) seeks to enter into a contract with a labor market data service or provider to provide access to both live and trended/benchmarked, region-specific employment data. MCCS seeks to award a three-year, with the possibility of extension for two additional one-year terms.

#### **General Organizational Overview**

The MCCS is Maine's comprehensive two-year college system offering nearly 300 career and transfer programs, continuing education and customized training for business and industry. Each MCCS institution is dedicated to educating today's students for tomorrow's career opportunities in an environment that supports personal and professional growth, innovation, and lifelong learning. The colleges are committed to enhancing the quality of life and economic prosperity of Maine through excellence in education.

For more information about the MCCS, please visit: <a href="www.mccs.me.edu">www.mccs.me.edu</a>

#### **RFP Information**

- A. This procurement is open to firms and/or organization who satisfy the minimum requirements stated herein and agree to the attached MCCS Standard Terms and Conditions.
- B. The RFP due date is 4:00 PM, Wednesday, March 30, 2022
- C. Proposals are to be submitted to the attention of Suzanne Mayo (<a href="mayo@mccs.me.edu">smayo@mccs.me.edu</a>) at MCCS via email with a subject line of "Labor Market Data Service Proposal". Proposals shall be attached to said email in PDF format and shall remain firm for ninety (90) days from date of submittal.
- D. Questions must be submitted by noon (EST) on Tuesday, March 22, 2022. Responses to all questions will be distributed to any party that requests them no later than 5pm (EST) on Friday, March 25, 2022. Please notify Suzanne Mayo (<a href="mailto:smayo@mccs.me.edu">smayo@mccs.me.edu</a>) if you would like to receive responses to questions.



- E. The Vendor shall be responsible for all costs associated with this proposal up to and including any contract that may result from this proposal.
- F. The proposals will be evaluated, and selection made, within three weeks of the closing date. Until such time, proposals shall remain confidential until final negotiations regarding the successful proposal are reached and announced.
- G. The period of performance of any contract resulting from this RFP is tentatively scheduled to begin immediately upon award and to end based on mutual agreement.
- H. MCCS reserves the right to accept or reject any or all proposals, exercise its judgement in reviewing proposals, negotiate with any respondent and generally take such actions as shall be in its best interest(s).

### Scope of Work

The MCCS seeks a service that will allow identified organizational stakeholders access to the following:

- A. Current, historic, regional, and national labor market data organized by industry sector and/or Standard Occupational Classification (SOC). Regions must be customizable by county for Maine in bordering New Hampshire counties.
- B. Downloadable summary reports that outline regional and national labor market trends for consumption across the MCCS and partner organizations.
- C. Labor market crosswalks to academic and workforce programming being offered across the MCCS, including connecting NCES Classifications of Instructional Programs (CIP) to SOC codes as established by the Bureau of Labor Statistics (BLS)
- D. Regional salaries by CIP, SOC, and level of educational attainment.
- E. Data relevant to Gainful Employment assessment and reporting, as established through the Higher Education Act (HEA).
- F. Possible integration and/or communication with the Student Information System (SIS) that serves the MCCS institutions.
- G. Training for stakeholders to use the platform in live, recorded, and self-paced formats.



### **Additional Requirements**

- A. The following must accompany your proposal:
  - a. A statement of qualifications.
  - b. A profile of key personnel to be involved in the implementation and maintenance of your service.
  - c. A list of 3 references, preferably from colleges and universities, for work performed within the last three years on projects of similar scope.
  - d. A schedule of fees and total cost for the project and contract duration.
- B. The cost and compensation for all services shall be clearly indicated.
- C. All applicable costs are to be built into the RFP. No separate costs for items not included in the RFP will be accepted unless agreed to by the MCCS in advance.
- D. Description of all proposed services and time requirements shall be clearly described in the proposal.
- E. This RFP shall be referenced in, and considered part of, any final contract.
- F. The following MCCS Standard Terms and Conditions apply to all contracts.



# 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.