



eLEARNING PRODUCTS  
MASTER AGREEMENT #91086  
ORIENTATION  
SEPTEMBER 18, 2013

Presenter:

Valerie Rolandelli, AVP of Strategic Contracting, UMUC



## *Agenda*

- Executive Summary/Master Contractor
- High Level Overview of Master Agreements
- Master Agreement Structure/Definitions
- Implementation
- Master Contract Highlights



# *Introduction*



- ❖ The master agreement resulted in a re-solicitation effort on behalf of all members of MEEC.
- ❖ Purpose of the master agreement is to provide MEEC members with a procurement vehicle to allow for expediting the procurement process.
- ❖ A committee of MEEC members comprised of representatives from community colleges and universities joined together and developed the RFP documents and evaluated the vendor proposals.
- ❖ The RFP was also reviewed with the Educational Affairs Division of the Attorney General's Office before being issued by the Procurement Officer.
- ❖ The committee was sensitive to all K-20 MEEC member institutions during the evaluation process of the proposing vendors.



*Executive Summary*  
*and*  
*Master Contractor*



- In early April, 2013, MEEC solicited proposals for Master Agreement(s) for eLearning Products and Associated Implementation Services (The RFP and 5 Addenda and the Master Agreement template are posted on MEEC's website at [www.meec-edu.org](http://www.meec-edu.org))
- Resulted in an award to Skillsoft for a variety of eLearning products and authoring tools
  - Skillsoft's entire catalogue of computer based courses is made available to MEEC Members.
  - As this catalogue evolves during the term or terms of the Contract, these additional offerings and/or revisions to the current offerings shall be available to MEEC Members.
  - Should be no need for a software license to be signed by Buying MEEC Members as the appropriate terms and conditions were incorporated into the Master Agreement.



# *MEEC Website*

*www.meec-edu.org*

- RFP 91086 and five (5) Addenda
- Procurement Officer's Contact Information
- Master Contractor's Contact Information
- "Generic" Master Agreement\*

\*Note: For confidentiality reasons, the posted master agreement is a template; the Master Contractor's Agreement was customized to include its Best and Final Pricing as well as some other product specific information. The complete Agreement is available upon request of the MEEC Executive Office.



## *Assistance*

UMUC's AVP of Strategic Contract, (Valerie Rolandelli) was the Procurement Officer on behalf of USM/MEEC; **however, interpretation of the appropriate use of the Agreement is the responsibility of the Buying MEEC Member based on its institutional procurement policies and procedures.**

The Procurement Officer for the Master Agreement is available for assistance; however, she is not the final authority for the Buying MEEC Member's institution.





## *VENDOR CONTACT INFORMATION*

Carlena Mills

Public & Education Markets

Skillsoft Corporation

o: 301-604-4819

m: 703-999-8407



*High Level Overview  
of Master Agreement*



# *General Information*

The Master Agreement consists of:

- General Contract Terms and Conditions (State of Maryland/USM as negotiated)
- Certain sections of Master Contractor's Technical Proposal
- List of Definitions (Section 3)
- Implementation Process for Buying MEEC Members (Section 2.6);
- Skillsoft's Unit Price List is an exhibit to each Master Agreement\*

\*Note: Unit Prices are good through 6/30/2018; pricing quoted for each of the 5 years of the initial term (3% increase each year). If MEEC renews, thereafter unit prices **may** escalate in accordance with the Master Agreement (Section 2.2.1)



## *PRICE PROPOSAL INFORMATION*

- Unit Pricing includes access to the shared Maryland SkillPort via Extranet Hosting Services at no additional cost. If Buying MEEC Member uses a separate SkillPort via Extranet Hosting Services, an annual fee of \$5000 will apply.
- Minimum Users was established as 200; any MEEC member with less than 200 users should contact Skillsoft to obtain a quote.
  - Skillsoft will permit multiple MEEC members to aggregate users for the purpose of meeting the minimum commitment level. However, one MEEC Member must be responsible for executing the Purchase Order and pay all associated invoicing. This MEEC Member would be responsible for obtaining reimbursement from the other participating MEEC Members. All participating MEEC Members would need to agree on the same term of the license.
- Skillsoft will allow 10% of consistently not-used Seat Licenses to be recycled due to inactivity during each annual term of the Contract.



## *PRICE PROPOSAL INFORMATION, cont.*

- Skillsoft will also allow “Affiliates” FTE to be included in the Buying MEEC Member’s total FTE. Affiliates are defined by MEEC as “entities or persons, including alumni, directly associated with the Buying MEEC Member and who have web portal login credentials through the Buying MEEC Member.”
- Buying MEEC Members may license Skillsoft for use by Students. Skillsoft defines Students as Full-time students that are enrolled at MEEC Member institution. MEEC Member must license their full Student FTE to qualify for the FTE/Site License pricing provided in Skillsoft’s BAFO. Student FTE must exceed 1000 users.



# *Master Agreement*

- Term of the Master Agreement (Section 4):
  - June 27, 2013 to June 30, 2018 with renewal options for up to an additional five (5) years.
  - Any license agreement or purchase order that commences during the term or terms of the Master Agreement may be completed under the terms and conditions of the Master Agreement even if the Master Agreement has been terminated or expired (Section 4.5)
- No MBE participation goal was established for this Agreement.
- Skillsoft's pricing is Exhibit 1 of the Agreement; they have provided pricing for each of the five years of the Initial Term of the Agreement.
  - These are maximum unit costs; Buying MEEC Members may always negotiate a lower unit cost with Skillsoft.
- There are more eLearning Product offerings than in the previous contract, so you should carefully review Skillsoft's price proposal.
  - Exhibit 2: Skillsoft's License Terms and Conditions that MEEC/USM agreed
  - Exhibit 3: SkillStudio License Details
  - Exhibit 4: Dialogue Tool License Terms



# Master Agreement

- The Master Agreement has all of the applicable terms and conditions, so Buying MEEC Members should be able to simply issue a Purchase Order based on a quote/proposal provided by Skillsoft.
- Be sure to review the proposal/quote to ensure that there are no business terms on the quote other than a reference to the MEEC Master Agreement 91086 AND any specific terms and conditions, if any, to Buying MEEC Member's institution.

**Note: Section 3.14 Purchase Order or PO:** *Purchase Order, Contractor supplied order form, or letter agreement or similar document, issued in accordance with Section 2.6 of this Agreement by a Buying MEEC Member that details the eLearning Products and related Services including, but not limited to, the products being licensed, approach and methodologies for implementation, delivery and provisions of the eLearning Products and/or related Services. The Quote and/or a Statement of Work may be incorporated by reference or amendment into a Purchase Order. The Purchase Order may also contain specific mandatory terms and conditions applicable to the specific Quote and/or to the Buying MEEC Member's institutional requirements. By issuing a Purchase Order, the Buying MEEC Member agrees to accept the terms of this Agreement, as may be amended to fit its procurement and contracting policies and procedures. Purchase Order as used throughout this Agreement includes Purchase Orders issued by Buying MEEC Members that may contain preprinted PO Terms and Conditions. The preprinted PO Terms and Conditions will not supersede the terms and conditions in the Agreement unless the PO or other Terms and Conditions are specifically accepted by the parties in writing.*



## *Section 1 – Order of Precedence*

- a. Specific Terms and Conditions as may be negotiated and agreed to between Contractor and Buying MEEC Member as described in Section 2.6;
- b. A Contract Amendment to the Master Agreement;
- c. The Master Agreement and any exhibits, addenda or the like thereto whether or not physically attached;
- d. If applicable, the Contractor’s Software License or Purchase Order or the Buying MEEC Member’s Purchase Order (as may be applicable and as negotiated and entered into between Contractor and Buying MEEC Member);
- e. The RFP USM-91086 including all addenda to the RFP (“the **Solicitation**”);
- f. The Contractor’s Proposal only for responses to RFP Section III, Article 2, Paragraph 2.2 Scope of Product Offerings and Approach to Access and Support the Products and Paragraph 2.4 Staffing of the Account/Key Personnel and the Best and Final Price Proposal; *changes in the assigned Key Personnel may occur over the term of the Agreement in accordance with Section 2.5 of this Agreement.*





# *Purchase Orders*

**Section 3.14 Purchase Order or PO:** *Purchase Order, Contractor supplied order form, or letter agreement or similar document, issued in accordance with Section 2.6 of this Agreement by a Buying MEEC Member that details the eLearning Products and related Services including, but not limited to, the products being licensed, approach and methodologies for implementation, delivery and provisions of the eLearning Products and/or related Services. The Quote and/or a Statement of Work may be incorporated by reference or amendment into a Purchase Order. The Purchase Order may also contain specific mandatory terms and conditions applicable to the specific Quote and/or to the Buying MEEC Member's institutional requirements. By issuing a Purchase Order, the Buying MEEC Member agrees to accept the terms of this Agreement, as may be amended to fit its procurement and contracting policies and procedures. Purchase Order as used throughout this Agreement includes Purchase Orders issued by Buying MEEC Members that may contain preprinted PO Terms and Conditions. The preprinted PO Terms and Conditions will not supersede the terms and conditions in the Agreement unless the PO or other Terms and Conditions are specifically accepted by the parties in writing.*



# *Implementation Process*

**2.6 Implementation Process:** A Buying MEEC Member, at its sole option, may from time to time request a quote, or similar document, (“**Request for Quote**” or “**RFQ**”) based on the Buying MEEC Member’s eLearning product(s) and/or related Service(s) needs. ~~Buying MEEC Members may request a Quote from one or more of the awarded contractors.~~ The Contractor shall submit a Quote to the Buying MEEC Member based on the applicable unit costs per this Agreement and other information as requested for evaluation by the Buying MEEC Member. ~~The Buying MEEC Member, at its sole discretion, will select the most advantageous Quote for the award of the contract based on the Buying MEEC Member’s evaluation of the Quotes.~~ If Contractor’s Quote is accepted by the Buying MEEC Member, the Buying MEEC Member shall issue, the Buying MEEC Member’s Purchase Order (**PO**) incorporating the Quote and this Agreement. If the Buying MEEC Members’ PO contains terms and conditions that differ from this Agreement, then such terms and conditions, as may be negotiated between the Buying MEEC Member and the Contractor, shall become part of the Purchase Order between the Buying MEEC Member and the Contractor. This Implementation Process may be adapted to the Buying MEEC Member’s specific needs and requirements.



## *Other Key Contract Clauses*

- 2.2 BAFO provided on a myriad of eLearning Products offered by the Contractor; unit costs valid through 6/30/2018
- 2.2.1 Allowed Pricing Escalations for Renewal(s), if any.
- 2.5 Dedicated Account Manager and Single Point of Contact for MEEC Ex. Director
- 2.6 Summary of Implementation Process (Details in Exhibit 3)
- Section 3: Definitions (alpha listing)
  - Authorized User
  - FTE Definition (MEEC's)
  - Materials (Contractor-owned and MEEC Member-owned)
  - Intellectual Property Rights
  - Purchase Order
  - Services
  - Site (Contractor's portal or website)
  - Work
- Section 4: Term of the Agreement
  - 4.3 MEEC can terminate the Master Agreement at any time with 30 days notice with no penalty
  - 4.3 Buying MEEC Member can terminate any PO at any time with 30 days notice



## *Other Key Contract Clauses, Cont.*

- Section 6: Ownership and Proprietary Rights
- Section 7: Confidentiality
- Section 9: Warranties (including if hosted)
- Section 10: Insurance
- Section 11: Indemnification
- Section 13: Limitation of Liability
- Section 14: Termination
  - Convenience (Contractor would retain the balance of pre-paid annual license fees or one year of annual license fees, whichever is less.)
  - Default
- Section 17: Miscellaneous
  - Publicity/Use of Name and Logo
  - Dispute Resolution
  - Maryland Law
  - Subcontracting and Assignment
- Exhibit 1 – BAFO



*Questions???*