



**UNIVERSITY SYSTEM OF MARYLAND  
ON BEHALF OF  
MARYLAND EDUCATION ENTERPRISE CONSORTIUM  
(MEEC)**

**REQUEST FOR PROPOSAL # USM - 91086  
E-LEARNING PRODUCTS**

ISSUE DATE: April \_\_, 2013

**ISSUING OFFICE:** UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE  
Strategic Contracting Office  
Administration Building, Suite 2344  
3501 University Boulevard East  
Adelphi, Maryland 20783  
301-985-7895  
[www.umuc.edu/procurement](http://www.umuc.edu/procurement)

SIGNIFICANT MILESTONES	TIME:	DATE
Last Day for Questions	4:00 PM	April __, 2013
Pre-Proposal Conference		none to be held
Technical Proposal Due Date:	5:00 PM	April __, 2013
Oral Presentation/Discussion Date	TBD	April __, 2013
Price Proposal Due Date	5:00 PM	May __, 2013

**NOTICE:** Prospective Offerors who have received this document from a source other than the Issuing Office should immediately contact the Issuing Office and provide their name and mailing address in order to ensure that amendments to the Request for Proposal or other communications can be sent to them. Any Prospective Offeror who fails to provide the Issuing Office with this information assumes complete responsibility in the event that they do not receive communications from the Issuing Office prior to the closing date.

## SOLICITATION SCHEDULE

### RFP #USM - 91086

Issue Date:	April ____, 2013
Last Day for Questions:	April ____, 2013
Pre-Proposal Conference:	not applicable
<b>Technical Proposal Due Date:</b>	April ____, 2013, on or before 5:00 pm
<b>Oral Presentation/Demonstration/Discussion Session(s):</b>	April ____, 2013 , times to be determined
(Proposers are advised to set this date aside in its entirety on the proposed Single Point of Contact and Account Representative(s) calendars	
Anticipated Price Proposal Due Date:	May ____, 2013 on or before 5:00 pm
Contractor(s) Selection Anticipated to be Finalized:	May 24, 2013
Agreement Executed by Selected Contractor(s):	June 15, 2013
Contract Commencement:	July 1, 2013

**eLearning Products**  
**MEEC**  
**RFP #USM - 91086**  
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## **SECTION I**

### **GENERAL INFORMATION/INSTRUCTIONS TO OFFERORS**

**REQUEST FOR PROPOSALS  
FOR  
eLearning Products**

**SECTION I. GENERAL INFORMATION/INSTRUCTIONS TO OFFERORS**

**1. Summary.**

**1.1. Purpose:** The overall purpose of this Request for Proposal (“RFP” or “Solicitation”) is to provide information to vendors interested in preparing and submitting proposals to meet the requirements and specifications of the products described herein.

This proposal is solicited for the purpose of selecting one or more vendors to provide a catalog of computer-based training/eLearning courses for professional development of employees (including affiliates), faculty (including affiliates), students, and alumni of the University System of Maryland (USM or University) and the Maryland Education Enterprise Consortium (MEEC), hereafter referred to as “USM/MEEC”.

The Maryland Education Enterprise Consortium (MEEC) is an unincorporated member organization that was initiated and is currently hosted by the University System of Maryland (USM). MEEC members consist of colleges and universities in Maryland, K-20 education partners in Maryland, and libraries, museums and other education related institutions. MEEC was created to provide quality information technology opportunities at affordable prices. For a profile of the MEEC and the list of prospective participating institution members, see [www.meec-edu.org](http://www.meec-edu.org).

The resulting contract will be a master contract (“Master Agreement” or “Master Contract”) available for use by all eligible MEEC members (i.e., MEEC members in good standing). Only members of MEEC in good standing are permitted to purchase off of the Master Agreement(s) contemplated by the RFP. The Master Contract will include the awarded vendor’s entire catalog of computer-based training/eLearning courses, associated training materials, and associated pricing models along with general terms and conditions applicable to all eLearning purchases made under the Master Contract. It is the intent of USM/MEEC that a University contract in the form attached hereto as Appendix C be issued to and executed by the successful vendor(s). (Refer to Solicitation Section I, Paragraph 7. for further information.)

Upon the full execution of the Master Contract(s), the interested MEEC Member may elect to select one vendor or to compare prices and products and related services amongst several, whichever is deemed in its best interest. Furthermore, upon the award of the Master Contract, the awarded vendor(s) will deal directly with the Buying MEEC Member regarding that Member’s specific computer-based training/eLearning needs and related Services in accordance with the Member’s procurement and contracting processes and procedures. By utilizing the Master Contract, the Buying MEEC Member agrees to substantially accept the terms and conditions of the Master Agreement. (Refer to Solicitation Section II, Paragraph 5 for further information.)

**1.2. Procurement Regulations:** This RFP shall be conducted in accordance with USM Procurement Policies and Procedures. The procurement method is Competitive Sealed Proposals. The text of the Policies and Procedures is available at <http://www.usmd.edu/regents/bylaws/SectionVIII/VIII300.html>.

Section III of this RFP lists the evaluation and selection procedures that will be used to determine the successful Offerors. Award of the contract(s) will be based on a technical evaluation (which will carry significantly greater weight) and a separate price evaluation.

2. **Issuing Office.** The University of Maryland University College's (UMUC) Strategic Contracting Office is issuing the Solicitation on behalf of the USM/MEEC. The AVP for Strategic Contracting at UMUC, or her designee, will be the Procurement Officer for the procurement and resulting contract(s).

**2.1. Issuing Office:**

University of Maryland University College  
Strategic Contracting Office, Suite 2344  
**Administration Building**  
3501 University Blvd. East  
Adelphi, MD 20783

Attn: Valerie Rolandelli  
AVP, Strategic Contracting  
301-985-7895  
[Valerie.rolandelli@umuc.edu](mailto:Valerie.rolandelli@umuc.edu)

And

Vera Jones  
Coordinator, Strategic Contracting  
301-985-7006  
[Vera.jones@umuc.edu](mailto:Vera.jones@umuc.edu)

- 2.2. The Issuing Office shall be the sole point of contact with USM/MEEC for purposes of the preparation and submittal of proposals in response to this solicitation.

3. **Questions and Inquiries.**

All questions and inquiries regarding this procurement must be in writing via email directed to the individual(s) referenced with the Issuing Office above. Inquiries will receive a written reply. Copies of replies will be sent to all other Offerors, but without identification of the inquirer. All such questions and inquiries must be received by the date and time listed on the cover of this RFP and in the Solicitation Schedule of this RFP.

#### 4. **Pre-Proposal Conference.**

A pre-proposal conference will not be held for this solicitation. While a pre-proposal conference is not being held, all interested proposers must familiarize themselves with the terms, conditions, and specifications contained in this request. Failure to become acquainted with the requirements outlined in this document will not relieve proposers of their full responsibility to properly estimate the difficulties, complexities, and/or costs of successfully providing the required products.

#### 5. **Proposal Closing Date, Due Date, and Time.**

**5.1.** An original plus five (5) copies (for a total of 6), as well as a CD or a flash drive, of the **Technical Proposal** must be received at the Issuing Office by the time and date listed in the Solicitation Schedule in order to be considered. Technical Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Technical Proposal, as this is considered by UMUC to be the official Offer from the Proposer. No pricing information is to be provided in the Technical Proposal; if any pricing information is included, the Proposal may be deemed non-responsive by the Procurement Officer. By providing a CD or flash drive, the Offeror grants UMUC the right to reproduce and distribute copies of the Technical Proposal internally for evaluation purposes. The Technical Proposal on the CD/flash drive must be compiled as one document and provided as PDF and Microsoft Word/Excel files for ease of use by USM/MEEC.

**5.2.** Price Proposals are not requested at this time. Refer to the Solicitation Schedule for the anticipated due date and time of Price Proposals. Price Proposals will be requested at the appropriate time via addendum of all applicable shortlisted firms. An original and two (2) copies (for a total of 3), as well as a CD or a flash drive, of the Price Proposal must be received at the Issuing Office by the time and date per the Solicitation Schedule. Price Proposals must be in a sealed envelope or container. Offerors should clearly mark the original hard copy of the Price Proposal, as this is considered by USM/MEEC to be the official Offer from the Proposer. The Price Proposal Form will be issued with the Price Proposal request addendum. By providing a CD or flash drive, the Offeror grants USM/MEEC the right to reproduce and distribute copies of the Price Proposal internally for evaluation purposes. The Price Proposal on the CD/flash drive must be compiled as one document and provided as pdf and Microsoft Word/Excel for ease of use by USM/MEEC.

Price Proposals are not requested at this time.

*No pricing is to be provided in the Technical Proposal submittal, therefore, the Price Proposal MUST be sealed separately from the Technical Proposal. The Price Proposal envelope must be clearly labeled with "Price Proposal" and the RFP number and name. Failure to provide the Price Proposal separately may disqualify the Offeror's Proposal from progressing in the procurement.*

**5.3.** Late Proposal submissions will not be accepted. The USM/MEEC will not waive a delay in delivery resulting from the need to transport a Proposal from another campus location, or an error or delay on the part of the carrier. Directions to the Issuing Office can be found at the website [http://www.umuc.edu/visitors/locations/adelphi\\_building.cfm](http://www.umuc.edu/visitors/locations/adelphi_building.cfm).

Once inside the UMUC Administration Building, Proposers must check in with the guard at the main lobby desk. The guard will contact the Issuing Office so that someone may accompany the Proposer to the Issuing Office so that the proposal may be checked in. It is the Proposer's responsibility to allow sufficient time once inside the building for timely receipt by the Issuing Office.

**5.4.** Neither Technical nor Price Proposals will be opened publicly. The identity of Offerors will not be disclosed prior to the Contract Award.

**5.5.** The Technical Proposal and/or Price Proposal, either individually or collectively, is considered by USM/MEEC to be an Offer.

**6. Acceptance of Terms and Conditions.**

By submitting a Proposal, an Offeror shall be deemed to have accepted the terms, conditions, and requirements set forth in this RFP. The RFP including all addenda in total shall be incorporated into the Contract by reference.

**7. Contractual Agreement and Term.**

It is intended that multiple Contract(s) will result from this Solicitation. However, USM/MEEC reserves the right to award to a single Contractor if deemed in its best interest.

Any Contract arising from this RFP action shall commence on the date the Contract is executed on behalf of USM/MEEC, or such other date as USM/MEEC and the Contractor shall agree. The initial term of this Contract shall be for five (5) years beginning on or about July 1, 2013, and continuing through June 30, 2018, with renewal option, or options, not to exceed an aggregate of an additional five (5) years (potential extension(s) to 6/30/2023). Renewal option years are at the USM's/MEEC's sole option. Please note that the University/MEEC may, at its sole discretion, discontinue any or all of the resulting contract(s) without penalty at the end of each 12-month period with 30 days notice to any or all of the awarded vendor(s).

It is the intent of USM/MEEC that a University contract be issued to the successful vendor(s), however, if the vendor has a license agreement that is to be considered by the USM/MEEC, this agreement must be submitted with the technical proposal. The terms and conditions of the license shall not conflict with any terms within this solicitation document or with the contract terms and conditions included in Appendix C. The USM/MEEC may or may not sign the vendor license agreement, however, appropriate applicable license terms may be included in the resulting contract. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract: a) in substantially the same form; and b) with these terms and conditions upon request by USM/MEEC.

**8. Confidentiality of UMUC's and Offeror's Information.**

Refer to Appendix S for the terms of confidentiality of USM/MEEC's and Offeror's information.

**9. Post-Award Confidentiality.**

Refer to Appendix C for the confidentiality obligations of awardees.



## **SECTION II**

### **SPECIFICATIONS/SCOPE OF WORK**

## SECTION II. SPECIFICATIONS/SCOPE OF WORK

### 1. Introduction and Background.

Refer to Section I of this Solicitation for information on the purpose of the Solicitation as well as information on USM/MEEC.

Only members of MEEC in good standing are permitted to purchase from the MEEC Agreements. All Maryland entities defined as “education eligible” are permitted to be members of MEEC. The list of current MEEC members is on the website as well as the criteria that must be met to be considered “education eligible.” This list of members is subject to change throughout the life of the resulting contract(s).

Awards made as a result of this RFP will not be exclusive contracts. Participation in this and all USM/MEEC contracts is voluntary.

All pricing will be specified as a maximum price, and subject to lower pricing for promotional offerings, higher discounts, etc.

Note: It is the intent of this procurement that the awarded vendor’s entire catalog of courses is made available to the eligible institutions. As an awarded vendor’s catalog of eLearning courses evolves, these additional offerings are to be made available to the USM/MEEC eligible institutions during the term(s) of the resulting contract(s). Notice is to be provided to the MEEC Executive Director so that the appropriate contract and documentation may be processed and subsequently disseminated to MEEC members.

### 2. Projected Volume.

MEEC potentially has 190,000 Full-Time Equivalent (FTE) members. (This is based on MEEC's definition of Full-Time Equivalent, which is full time faculty plus full time staff plus 1/3 part time faculty plus ½ part time staff less staff that does not use a computer more than 1 or 2 hours per week such as maintenance, housekeeping and cafeteria workers.) Expected usage among eligible MEEC members is unknown, but it is currently known that there are approximately 52,000 user licenses among eligible MEEC Members. Proposing Firms are reminded that USM/MEEC makes no guarantee of quantity of business, either in dollar amount or number of users.

There is a high degree of variance as to how the eligible institutions will utilize the resulting contract. To that end, the Buying MEEC Members will need to work with the successful vendor(s) to develop the usage/contracting plan that works best for that particular institution. The list of eligible buying entities is available for information purposes only, to give potential Offerors a sense of the magnitude of the potential use of the eLearning. It in no way commits the MEEC membership to either purchase similar courses/amounts, nor use the contracts generated from this RFP as their purchasing vehicles. The resulting master contract(s) will not be exclusive, however, historically, such resulting contract(s) will be elected to be utilized by the buying entities since the pricing will be attractive and the contractual terms and conditions negotiated. Historically, MEEC members will tend to purchase from the master contracts available to them as it is a convenient way for them to obtain necessary goods and services.

### 3. Scope of eLearning Products.

#### 3.1. Definitions

- **Definition of Full-Time Equivalent (FTE)**: Several enterprise-wide license pricing options are to be offered by the vendor based on FTEs as follows:
  - Full-Time Equivalent of faculty and staff with no exclusions**: Employees of affiliates (such as, but not limited to, a healthcare professional group at an academic health center) would also be able to utilize such a license
  - Full-time Equivalent based on faculty, staff, and students**
  - Full-time Equivalent based on faculty, staff, students, and alumni** (or other affiliated groups)
  - Full-Time Equivalent per MEEC's definition**, which is: The total of Full time faculty plus full time staff plus 1/3 part time faculty plus 1/2 part time staff. FTE shall not include staff that does not use a computer more than 1 or 2 hours per week such as maintenance, housekeeping, and cafeteria workers.
- **Per License**: Pricing is also to be provided based on a per license fee, that is, the buying entity would elect to purchase a limited number of licenses that the buying entity could make available to its faculty/staff. A per license option should also be available to students.
- **Multiple Awards**: In an effort to meet the diverse and changing needs of the education community in Maryland, it is the USM/MEEC's intent to make multiple awards on behalf of MEEC, however, it is not obligated to do so unless deemed in USM/MEEC's best interest.

The Buying MEEC Member would utilize the resulting contract(s) in accordance with its applicable procurement and/or contracting policies and procedures.

- 3.2. Scope of eLearning Products to Meet MEEC Members' Requirements and Needs. (Note: Actual needs will be dependent on individual MEEC Members' requirements. This section of the Solicitation provides a listing of a variety of potential needs/requirements of MEEC Members. This listing is not to be considered all-inclusive. As well, a Proposer is not required to meet all of the needs/requirements listed. Per Section III, Article 1, of this Solicitation, Proposers are to address the firm's capabilities in meeting these listed requirements/needs within the Technical Proposal.)**

##### 3.2.1. User Needs

- **Ability to access the Vendor's eLearning catalog of courses via vendor's portal or via institution's portal which may include the following:**
  - Ability to look up password and ID online and/or through email
  - Ability to use institutional single sign on to access eLearning materials
  - Ability to view courses currently in which enrolled
  - Ability to view all course activity within application
  - Ability to search courses within application

- Ability for users to update personal information including password, exclusive of institutional single sign-on passwords which are controlled by institution only
- 24/7 access to courses and technical support provided by vendor
- Email reminders
- Ability to download courses
- Ability to start and stop courses with bookmark
- Ability to develop individualized learning plans, track progress, print reports, and print completion certificates
- Ability to access eLearning catalog via mobile/notepad

**3.2.2. Administrative Needs: (These may be required by those MEEC member who choose to have member's staff have administrative rights to the vendor's eLearning system.)**

- Ability to add/remove users - both individually and batch
- Ability to assign password and user registration for online learning limited to administrator (no self enrollment by user) AND/ OR Ability for user to self-enroll
- Ability to select fields required for new user enrollment, including first and last name, group name, department name, job title, and employee class (exempt, nonexempt, faculty type, etc.)
- Ability to separate users into groups (such as faculty, students, employees, by department, etc.) and report on groups
- Ability to have users belong to more than one group
- Ability to batch upload users into multiple groups
- Ability to run routine reports, such as current users, course activity, and course completion with parameters such as date
- Ability to run custom reports with parameters such as date
- Ability to report on specific institution's/school's users, by default
- Ability to customize the look of system, including logon page, logo, system messages
- 24/7 access to administrative functions
- Ability to customize online feedback within application
- Ability to access (not own) vendor's marketing material and strategies through website or periodic emails

**3.3.3. Campus Need:**

- LDAP compatible for single sign on (Note: For most MEEC members, Active Directory Services is used in conjunction with LDAP. For other MEEC members, the user's e-mail is captured so individual development plans and related "reminders" can be sent to individuals via email from the eLearning system.)
- Compatibility with PeopleSoft Enterprise Learning Management system (ELM) so that learners can produce one report with all their learning activities (instructor-led, off-campus conferences, eLearning modules completed, etc.) OR compatibility with a buying entity's Learning Management System (LMS)
- Compatibility with SAP (see "Compatibility with PeopleSoft ELM" above for further explanation)

### **3.3.4. General Course Needs**

- Comprehensive list of available computer-based training/eLearning courses, including but not limited to software suite training; web-based software training; soft skills; IT end-user and professional skills; organizational development topics; professional development topics; health, environmental and safety topics; business/management topics; ethics training; project management methods and tools; and HR/legal topics such as ADA, Sarbanes-Oxley, K-12 Child Abuse, Work Place Harassment, etc.
- Courses on new software such as latest versions of Microsoft Office 2010 or 2013, Windows 8, Office for MAC, Vista, and Adobe Creative Suite 3 or Suite 6
- Courses including simulations, white papers, and job aids
- Add courses on a regular basis, including updated desktop and technical courses
- Ability to track progress of users taking a course
- Bookmark capabilities
- Ability to download a course and upload grades online
- Ability to create customized content platform which allows the buying entity to create its own online professional development content from scratch or by pulling information from the vendors existing courseware.
- Keeping training modules up-to-date/current for software versions

### **3.3.5. Other Potential Needs:**

- Pre/post assessments
- Online labs Mentoring
- Express Guides Exam test prep
- Development of individual learning plans developed for specific staff including custom content by MEEC Member
- Advanced reporting features whereby data can be collected to study/research the effectiveness of the courses being taken by faculty, staff, and students
- Instructor-led training course options
- Feedback from Vendor's Evaluation surveys provided to MEEC Members

### **3.3.6. Courses in Support of Standard Professional Certifications (including Printing of Certificates) in a Variety of Areas, such as:**

- Human resources (PHR, SPHR, GPHR)
- Project management (PMI)
- Microsoft (such as, but not limited to, technical and user certificates on Microsoft's software programs and/or hardware offerings)
- Cisco
- IT infrastructure
- IBM
- Adobe
- Sun Microsystems
- Six Sigma
- Information System Security Information

#### 4. **General Requirements:**

**4.1. Delivery Requirements:** Proposer must be able to provide the eLearning Products to participating entities in all Maryland counties and Baltimore City as part of this statewide contract, and International Affiliate Institutions as described on MEEC's website.

**4.2. Ability To Run Current Version of OS:** All eLearning Products offered must run on all currently supported versions of operating systems such as, but not limited to, Microsoft Windows, Apple MAC OS, and LINUX.

**4.3 AICC or SCORM Compliant:** All eLearning Products offered must be AICC or SCORM compliant.

**4.4. Products Guaranteed "Virus Free":** All eLearning Products/software installed prior to delivery must be guaranteed as "virus-free" upon delivery.

**4.5. Prime Contractor:** Proposer must describe its ability to act as prime contractor for awarded goods and services. The prime contractor shall be responsible in all matters required by this RFP for any and all awarded products and services.

**4.6. Dedicated\* Account Representative(s):** Proposer must provide a staffing plan that includes a dedicated account representative(s) and support for the use of the eLearning Product for this agreement. Duties and responsibilities include, but are not limited to: processing the order, assistance with product/sales information, technical support for the installation/access of the eLearning Product, ongoing support for its use, and addressing customer concerns and questions.

(a) Account representative(s) must be available 9:00 a.m. – 5:00 p.m. Eastern Time, Monday – Friday.

(b) Proposer must provide contact information for the dedicated account representative(s) and areas of responsibility (such as by school or group of schools/educational institutions, by geographical location, etc.). Contact information is to include name, title, mailing address, local or toll-free phone number, fax number, business mobile phone, and e-mail address. (This contact information will be posted to the MEEC website.)

\*This(ese) account representatives do not need to be dedicated solely to MEEC but do need to be dedicated to the individual MEEC buying entity so that there is consistency in services rendered, from order to support.

**4.7. Single Point of Contact:** Proposer must provide a sole point of contact to the MEEC Executive Director for administrative and contractual communications. Contact information to be provided includes name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers.

**4.8. Purchase Method:** Customer will have the ability to purchase products and process payments with a valid Purchase Order number, procurement credit card, or institutional check. Offeror must have the ability to process phone orders and accept payment in the form of a valid purchase order, procurement credit card, electronic payment, or institutional check. It is desirable that on-line orders, or electronic orders in same manner, may also be placed with the vendor.

**4.9. Reporting/Quantity And Type of Usage:** Proposer's product must have the ability to generate reports of usage of courses available as well as user information as noted above in Item 3 of this Section II of the Solicitation. Assistance and training in report generation is to be provided by the vendor to the buying entity. In addition, an overall usage report for all MEEC/USM entities is to be sent to the MEEC Executive Director on an annual basis.

**4.10. Vendor Fairs:** The successful vendor(s) must be available for MEEC's state-wide "road show(s)" and/or vendor affair to announce the resulting agreement(s). Such events will be scheduled at the discretion of MEEC and will be coordinated by MEEC with the successful vendor(s).

**4.11. Vendor Performance:** Vendors will be monitored and evaluated on performance, and its ability to deliver goods and services awarded as a result of this contract.

**4.12. Delivery of Courses:** It is required that training programs be available through the web to any computer with internet access, 24/7; however, for a few training programs, a CD-ROM may be acceptable and the preferable mode of delivery to the individual buying entity. Potential Proposing Firms should address their delivery capabilities in the firm's Technical Proposal.

**4.13. Prices Inclusive:** All pricing submitted for the purchase of eLearning products under this agreement must be inclusive of all courses offered by the vendor, access of the courses by the using entities, technical support both initially and ongoing, delivery and warranty/service costs, and all taxes. Note: although many of the potential participating institutions are classified as tax exempt, some are not.

**4.14 Conformance to Section 508 and Access by the Visually/Hearing Impaired:** eLearning Products must conform to standards established pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. '794d) as amended to date ("Section 508"). As well, the University System of Maryland and its constituent institutions, given the current emphasis on electronic delivery of both instruction and services, are mindful of the need to provide accommodation for all faculty, staff, students and citizens who are visually impaired. Electronic communication by its nature is visual and thus constitutes a serious service issue for those who do not have or have only limited visual capabilities. To this end, the following reflects University System of Maryland Procurement policy for the acquisition of IT products and services. These products and services include hardware, software, web services, instructional and administrative services for internal use and for external communication to constituents. Written content is to be easily accessible by conventional screen readers.

- a) The Offeror warrants that the information technology offered under this proposal
1. provides equivalent access for effective use by both visual and nonvisual means;
  2. will present information, including prompts used for interactive communications, in formats intended for both visual and nonvisual use,
  3. if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and
  4. is available, whenever possible without modification for compatibility with software and hardware for nonvisual access.

The offeror further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for nonvisual access will not increase the cost of the information technology by more than 5%.

If non visual access technology is not available from any qualified vendor and/or if the total cost to adapt non visual technology exceeds 5% additional, the above requirements will not apply.

For purposes of this regulation, the phrase "equivalent access" means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by nonvisual means. Examples of equivalent access include keyboard controls used for input and synthesized speech. Braille or other audible or tactile means used for output"

b) In addition to the above, it is highly desirable that given the importance of web access in the daily business of the University/MEEC, bidders or offerors of web based services software should state whether they have been awarded "Nonvisual Accessibility Certification" from the National Federation of the Blind and present evidence of that award.

If Nonvisual Accessibility Certification has not been applied for or applied for and not yet granted, bidders or offerors should demonstrate how their product meets the criteria utilized by the National Federation of the Blind in granting that certification. Criteria can be found at <http://www.nfb.org/seal/criteria.htm>

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Below is an extract from the National Federation of the Blind site noted above

- Links — Sufficient information is provided for the user to determine the purpose of the link (e.g., link text can be read by the screen access software to tell the user what the link will do).
- Tables — Table headings are consistent on data tables, and screen access software table navigation functions are able to present tabular information in a meaningful way.
- Charts — Screen access software can extract meaningful information from charts (e.g., a text description of information conveyed via a pie chart is easily available).
- Frames — Each frame has a title that can be read by screen access software, and that title conveys useful information about the function of the frame (e.g., frame titles do not simply give the location of the frame on the page but describe the purpose of the frame).
- Edit Boxes — A clear descriptor of each edit box is available to screen access software (e.g., when the user tabs to an edit box, the screen access software might say, "first name edit," or "last name edit," as opposed to "edit").
- Check Boxes and Radio Buttons — Text information about the purpose of checkboxes and radio buttons is easily available to screen access software, enabling the blind computer user to know what is being checked or unchecked.
- Push Buttons — The purpose of the button is identified, and the user can determine the action to be executed when the button is pressed. All buttons that can be seen on the page are detectable with screen access software.
- Select Menus (Combo Boxes) — The menu options can be navigated with screen access software without causing form submission or a screen change. Single and multiple selections can be made and the selections can be reviewed.



- Non-Standard Controls (elements used in a page that perform nontraditional behavior) — Such controls can be executed with screen access software, and the user is provided with enough information to make good use of the control (e.g., a hypertext link, which traditionally takes one to a different page, is now used to select or highlight an item on the page; with screen access software, the user is able to determine which item on the page has been highlighted).
- Device Dependency — All actions that provide material function must be executable from the keyboard (e.g., there must be keyboard accessible equivalents to JavaScript actions triggered only through the use of the mouse when those actions are material to the page).
- Image Maps — Selections can be identified by the screen access program (e.g., there is text available in a logical order to screen access software for the user to understand and select items on the image map). If certain selections cannot be made accessible, an alternative must be provided (e.g., a properly labeled hypertext link).
- Pictures and Graphics — Those that convey important information central to the function of the site or application are described using text that is easily available to screen access software. The user should be able to understand the meaning of the graphic or picture (e.g., a logo for a company is labeled "logo for XYZ Co.").
- Animation — Methods for an alternative to the animation are available and easily accessible to screen access software (e.g., a presentation that shows via animation how a product works is accompanied by a text equivalent that can be reached by pressing <Enter> on a link).
- Client Side Content Changes (Changes occurring on a Web page without a round trip to the server) — All such changes are detectable by screen access software.
- Repetitive Link Skipping — A function that allows users to skip past repetitive navigation links and standard navigation features is available and usable with screen access software. This function allows a user to quickly access the meat of the page without having to listen to numerous redundant links.
- Forced Focus Changes (content on the screen changing without a specific command from the user) — Such changes can be easily turned off by a user running screen access software.
- External File Types — All material information provided through an external file type is accessible to screen access software or an alternative accessible version is provided. Examples of external file types include the Portable Document Format (PDF) from Adobe Systems and Flash presentations from Macromedia.
- Inline Interfaces — Interface elements within Windows applications (e.g., the controls used within an audio playback program that is functioning as a plug-in) are accessible to screen access software.
- Media Presentations — Media presentations such as streaming audio or video are accompanied by text transcripts of content that can be accessed and read with screen access software.
- Exclusive Use of Color — Color is not used exclusively to convey information (e.g., flagging an error message in the color red). Instead, the use of color to convey information is augmented with text or graphics that carries the same information and is accessible to screen access software.
- Timed Events — For tasks which must be completed within a specific time interval, screen access technology can be used to increase or eliminate the time requirement.

- Hierarchical Relationships — A logical hierarchy must be denoted in a way that is accessible to screen readers (e.g., letters, numbers, quotation marks, etc. as opposed to indentation).

**5. Implementation by MEEC Members:** The following Implementation Process may be adapted to the Buying MEEC Member's specific needs and requirements.

As the need for eLearning products and related services arises, 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 Master Contractors. The Contractor (s) shall submit a Quote to the Buying MEEC Member based on the applicable unit costs per the Master Agreement and provide 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 including price and other requested information. If Contractor's Quote is accepted by the Buying MEEC Member, the Buying MEEC Member shall issue, a Buying MEEC Member's Purchase Order (PO), or similar document, that will incorporate the Quote and the Master Agreement. In addition, for some Purchase Orders, the Contractor's Software License, if applicable, may be negotiated between the Buying MEEC Member and the Contractor. The Contractor's Software License may not conflict or supersede the Master Agreement. Some MEEC members' purchase orders contain pre-printed terms and conditions. The Buying MEEC Member's pre-printed purchase order terms and conditions will not supersede the terms and conditions in the Master Agreement, unless the purchase order terms and conditions are specifically accepted by the parties.

**SECTION III. PROCUREMENT PHASES  
AND EVALUATION PROCESS**

## SECTION III. PROCUREMENT PHASES AND EVALUATION PROCESS

### ARTICLE 1. TECHNICAL PROPOSAL REQUIREMENTS

#### 1. General Requirements.

**1.1. Transmittal Letter:** A transmittal letter prepared on the Offeror's business stationery must accompany the Technical Proposal. The letter should be an executive summary that clearly and concisely summarizes the content of the Technical Proposal. The letter must be signed by an individual who is authorized to bind the firm to all statements, including services and financial statements, contained in the Proposal. (See 1.2 below.) Include the Offeror's official business address and state in which it is incorporated or organized (if Offeror is not an individual). **An appropriate contact name, title, phone number, and email address should also be provided for UMUC's use during the procurement process.** Do not include price information in the transmittal letter.

**1.2. Signing of Forms:** A Proposal, if submitted by an individual, shall be signed by the individual. If submitted by a partnership, a Proposal shall be signed by such member(s) of the partnership with authority to bind the partnership. If submitted by a corporation, a Proposal shall be signed by an officer, and attested by the corporate secretary or an assistant corporate secretary; if not signed by an officer, there must be attached a copy of a board resolution or that portion of the by-laws, duly certified by the corporate secretary, showing the authority of the person so signing on behalf of the corporation.

#### 2. Initial Technical Criteria.

Clear, concise, yet detailed responses to the technical criteria below are to be provided in the Technical Proposal. In addition, the Bid/Proposal Affidavit and Acknowledgement of Receipt of Addenda (if applicable) must be included. Standard sales material may be provided, but must be attached as an appendix rather than included within the body of the Proposal. *Offerors must paginate the Technical Proposal and are requested to provide tabs to separate responses to each of the technical criteria.*

The Technical Proposal should be prepared in a clear and concise manner. It should address all appropriate points of this RFP **except price information**. The following information must be furnished in the Technical Proposal per this solicitation, as more fully described below in items 2.1 through 2.8. Failure to include any of the items listed below may disqualify your firm's response. The Technical Criteria, items 2.2 through 2.4, are listed below in order of importance. Offerors are requested to compile their Proposals in the same order. It is the Offeror's responsibility to tailor its response to demonstrate its qualifications to perform the scope of work specifically for UMUC.

In general, proposals submitted in response to this RFP must demonstrate that the proposed firm will have:

- An understanding of the scope and breadth of the eLearning products to be provided under the contract;
- Sufficient resources and capacity to provide and support the products specified;
- eLearning products that are easy to access and use with minimum technical (hardware/software) requirements; and,
- Successful past performance with similar clients.

## **2.1. Executive Summary:**

The proposal must begin with an Executive Summary that clearly and concisely summarizes the content of the proposal. This summary is for introductory purposes and will not be part of the evaluation process, as the information is to be a summary with the details provided later in the proposal.

## **2.2. Scope of eLearning Product Offerings and Approach to Access and Support the Products:**

**Using Section II of the Solicitation, the Proposing Firm is to provide information and its product offerings, including, but not limited to, the following:**

- Provide a comprehensive list and brief description of each course included in its eLearning Professional Development Product offerings.
- Provide information as to how it maintains its course offerings and ensures that they remain current (such as ensuring that software courses are “version-current,” business courses are “legal” current, etc.).
- Advise of any restrictions of use that it proposes. Please note that USM/MEEC wants the resulting contracts to be available to faculty, staff, students, affiliates, and alumni as deemed in the best interest of the buying entity.
- Provide information as to how its product conforms to Section 508 and in particular is usable by the visually impaired.
- Explain how a buying entity would initially access/install the eLearning Products and how the individual person would then access/utilize the courses. Step-by-step instructions (or diagram) for signing on to the eLearning Product system are to be included. In addition, the Proposer is to provide an explanation as to how the Account Representative and/or other Technical Staff are involved with the initial access/installation set up.
- Provide information regarding its products’ application interface (API). Some buying entities need the product to have the ability to interface with single sign-on technology, learning management systems (LMS), SAP, PeopleSoft, etc.
- Provide the minimum technical system requirements necessary to utilize its eLearning Products.
- The Proposing Firm is to provide its definition of Full Time Equivalency (FTE) and its willingness to present licensing options, however, no cost is to be included. (Refer to Solicitation Section II, Paragraph 3.1 for applicable definitions.)
- Explain if any of its courses are customizable and if so, how this would be done under any resulting contract. What additional contract terms, if any, would be required (from the vendor perspective) for the buying entity to purchase this functionality? In particular, how does the vendor propose to handle intellectual property rights impacted by this?
- Explain its technical support/help services provided to its customers inclusive of escalation procedures.
- Provide any additional, related resources and/or products (“add-ons”), available to MEEC members.
- It is desirable that the Proposing Firm provide a test site with generic logins so that the Evaluation and Selection committee can try a course or two, including the testing function.

Please provide concise, but detailed information. Within the response, the firm should demonstrate both the magnitude and comprehensiveness of its computer-based training/eLearning Professional

Training courses by detailing its proposed products/services for USM/MEEC. The response should be specific to the scope of work for USM/MEEC rather than a boilerplate or generic response.

### **2.3. Company Profile/Firm Experience/Firm References**

**2.3.1.** The Proposer is to provide a **narrative regarding the Company Profile**, to include the following elements:

- An organization chart of the company showing the parent company and any affiliates, as well as where the company that will be servicing USM/MEEC is found on the organization chart
- Addresses of the firm's headquarters, nearest offices, and branch offices
- Address of the office that will be serving USM/MEEC
- Size of the company as measured by facility and staff resources available; note if the firm is a registered Small Business, or is eligible to register as a Small Business, with the state of Maryland
- A brief history of the firm, including how long the firm has been in the business of providing computer-based training/eLearning products
- Total number of employees in the firm (and also by branch) and type of employees (i.e., sales force, ordering department, accounting department, technical support, etc.) available
- Products and services company provides
- Number of educational clients, including past experience with any MEEC Members
- Annual Sales Volume for the company and the branch office that will service the University on a per year basis. Provide figures for the last three (3) years (2010, 2011, and 2012).
- Firms shall provide a statement or attestation of its financial condition to confirm that it has adequate financial resources to support its Technical Proposal response. Such statement and/or attestation may include: a) financial statements (unaudited) for the past three (3) years; b) audited financial statements for the past three (3) years; c) prospectus of publicly traded firms; d) letter signed by authorized company personnel attesting to its financial viability (preferably notarized statement); **or** e) any other documentation that firm feels adequately attests to its financial resource viability. It is acceptable that such documentation be provided solely in the original copy of the Technical Proposal.

**Note:** To ensure that the Contractor has sufficient financial resources to support the contract, prior to the award of the contract(s), USM/MEEC may, at its sole discretion, request that the Contractor shall submit complete audited financial statements for the most recent fiscal years showing the true condition of the Proposer's assets, liabilities, and net worth. If requested, the financial statements must include a balance sheet and income statement. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof.

**2.3.2. Firm Experience/Firm References:** Proposers are to provide three (3) references of similar current contracts (within the last 3 years) that they deem similar to the contract required by this RFP. For each contract, provide contact information (name, firm name, email address, and phone number). In addition to contact information, please provide the following:

- A brief statement describing the eLearning Products and type of contract (i.e., seat license or based on FTE) provided to the client
- The number of FTE being licensed
- The dollar value of the contract (if this is confidential information, please provide a range such as “greater than \$1M annually” or “between \$1M and \$2M per year”)
- The number of years servicing this client
- The name of the Single Point of Contact and Account Representative(s) assigned to the contract (higher consideration will be given if these are the same key people to be assigned to USM/MEEC in the same roles)
- The term of the contract (start and end date)
- Similarities to the proposed USM/MEEC contract

**2.3.3 Firm References\*\*:** The University may check the references of the firm by contacting the clients provided in item 2.3.2 above. Contact information provided must include the name of the contact, the contact’s title, and phone number (including extension if applicable). The contact provided should be able to speak to the performance of the contractor. USM/MEEC reserves the right to check any other references, including past performance with any MEEC member, even if not provided as a reference by the Proposer. References will be held in the strictest of confidence by the USM/MEEC.

**\*\*Note regarding References:** If USM/MEEC elects to check references, only those Proposing Firms who are shortlisted will have their references contacted. However, all firms responding must supply this information within their Technical Proposals.

- In addition, Proposing Firms are to provide information about two (2) **former** customers for whom the firm is no longer providing computer-based training/eLearning products. Information provided should include the eLearning products provided, the term of the contract, and why the Proposing Firm is no longer providing the eLearning product to this customer. Contact information for this customer is to be provided, including the name of an appropriate staff person to contact, the contact's title, and phone number (including extension if applicable). The contact provided should be able to speak to the performance of the Contractor and the quality of its eLearning Professional Development products.

## **2.4. Staffing the Account/Key Personnel/References**

**2.4.1. Staffing Plan:** Proposing Firms are to provide a narrative as to how they plan to staff the contract. Will one or more account representatives service the MEEC participating institutions? If more than one, how will responsibilities be assigned? What problem resolution escalation path is available to a MEEC participating institution?

**2.4.2. Key Personnel: Provide a Resume for the Following Key Personnel:**

-Dedicated Account Representative(s): Proposer must provide dedicated account representative(s) for this agreement. Provide a resume on each of the assigned representatives.

-Single Point of Contact: Proposer must specify a sole point of contact to the MEEC Executive Director for administrative and contractual communications. Response will include name, e-mail address, mailing address, telephone, and all applicable fax, pager, and mobile phone numbers.

For each of the above people, provide a complete resume including educational accomplishments, employment history (with dates of employment and titles held), similar/relevant contract experience, and basis for selection for this contract.

**The resume is to include:**

- a) Educational background, including degrees earned with dates
- b) Employment history, including positions held and dates of employment
- c) Similar contracts information (minimum of **three** for each person), preferably in the same role as proposed for the USM contract. Contracts should be recent (within the last three years) and of similar size, scope, and complexity to this proposed contract
- d) Other projects (including geographical location) that the person will be assigned to during the USM/MEEC contract term
- e) Why they were selected for this contract

By submitting the Account Representative(s) and Single Point of Contact for consideration, the Proposer is committing these people to USM/MEEC for the duration of the contract, if awarded. No personnel changes will be permitted without written authorization from the University via a contract amendment. The USM/MEEC, at its sole discretion, reserves the right to request personnel changes if deemed in the best interest of the contract.

**2.5. Proposing Firm's License Agreement:** This is to be provided for information purposes only. Refer to Section I, Paragraph 7 for information regarding such agreements.

Note: Any additional license terms required for "add-ons" (particularly those related to customizable products) are also to be provided.

**2.6. Proposal Affidavit:** Complete and sign the Proposal Affidavit included in Appendix A and enclose with the Technical Proposal.

**2.7. Acknowledgement of Receipt of Addenda Form:** If any addenda to the RFP documents are issued prior to the due date and time for Proposals, this form (found in Appendix A) must be completed, signed, and included in the Offeror's Technical Proposal.



**2.8. Acknowledgement of Review of Contract:** The Contract for this Procurement will contain the provisions in Appendix C as well as any additional terms required by the University or the State of Maryland. By submitting a Proposal, the Offeror warrants that they have reviewed Appendix C and will execute a contract in substantially the same form.

**3. Modifications of Technical Proposal.**

Offerors may modify their Technical Proposals by e-mail or facsimile communication at any time prior to the due date and time, provided that the Issuing Office is satisfied that a written confirmation of the modification with the signature of the Offeror was mailed prior to the Proposal due date and time. Technical Proposals may not be modified, supplemented, or changed in any way after the due date and time, unless specifically requested by the University.

**SECTION III**  
**ARTICLE 2. TECHNICAL EVALUATION PROCESS**

**1. Qualifying Proposals.**

**1.1 Procurement Officer Review:** The Procurement Officer shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP and may classify Proposals as reasonably susceptible, or not, of being selected for award. Failure to comply with any mandatory requirement will normally disqualify a Proposal. The University reserves the right to waive a mandatory requirement when it is in its best interest to do so and when permitted by law.

**1.2. Evaluation and Selection Committee:** All Qualifying Proposals will be reviewed by a USM/MEEC Evaluation and Selection Committee (the “Committee”) established by the Procurement Officer. As the procurement progresses, the Committee may seek input from other appropriate USM/MEEC staff or request additional technical assistance from any other source.

**2. Technical Evaluation of Qualifying Proposals.**

**2.1 Initial Technical Evaluation:** Following the Procurement Officer’s qualifying review, the Committee shall conduct its evaluation of the technical merit of the Proposals in accordance with the Evaluation Criteria listed in Section III, Article 1. Minor irregularities contained in Proposals, which are immaterial or inconsequential in nature, may be waived wherever it is determined to be in the University’s best interest and when permitted by law. The decision for progressing in the procurement process will be made based on the strengths, weaknesses, advantages, and deficiencies that the Technical Proposals represent.

**2.2 Shortlisting:** In accordance with the evaluation criteria set forth in Section III, Article 1, a shortlist may be developed based on the Initial Technical Evaluation results. All Offerors will be notified of the results as they pertain to their respective Technical Proposal.

**3. Oral Presentations/Discussion Sessions.**

**3.1 Purpose:** Based on the Evaluation Committee’s Initial Technical Evaluation, the University may invite, without cost to itself, the shortlisted Offerors to an oral presentation/discussion/demonstration session (“Discussion Session”). The purposes of the Discussion Session are as follows:

- (i) To provide the Offeror the opportunity to demonstrate its product and course offerings
- (ii) To discuss/clarify any and all aspects of the Technical Proposal, in particular the proposed product, cost model options, approach/methodologies, implementation process, schedule, staffing of the contract, and ongoing support of the product and other applicable professional services
- (iii) To allow the University to meet the Offeror's proposed key personnel and for these personnel to convey directly their experience and expertise in the proposed product and its implementation and support
- (iv) To provide an opportunity to clarify the scope of products and related services for the intended contract and discuss any items addressed in the Technical Proposal that may require additional clarification

**3.2 Format:** The Discussion Session will be informal, as the University is not interested in a sales presentation by executives and business development staff; rather, the University is requesting a demonstration of the proposed eLearning product solution and an interactive discussion with each of the shortlisted Offerors. It is important that those key personnel who are proposed to be assigned to the University fully participate in the presentation and discussion. Ample time will be available for the University and the Offeror to ask questions and discuss issues and concerns related to the eLearning product, the scope of the services, and the Offeror's capabilities and qualifications. We anticipate that the Discussion Session will be approximately 60 to 90 minutes in length.

Each shortlisted Offeror will be required to have the following key personnel attend the Discussion Session (preferably in person) in Catonsville, Maryland (MEEC Headquarters) or Adelphi, Maryland (UMUC Headquarters).

- MEEC's Single Point of Contact, and
- Account Representative(s) (the primary point of contact(s) to be assigned to MEEC members for the duration of the contract)

Following the Discussion Session, additional follow-up, clarification documentation may be requested of each Offeror.

**3.3 Date:** The times and dates for the Discussion Session(s) will be set upon completion of the Initial Technical Evaluation; however, it is anticipated that the Discussion Session(s) will be conducted on the times and dates listed per the Solicitation Schedule, as well as on the cover of this RFP. Offerors are therefore advised to set this date aside in its entirety on the calendars of the appropriate key personnel.

#### **4. Second Phase Technical Evaluation.**

**4.1 Criteria:** Following the Discussion Session held with shortlisted Offerors, a Second Phase Technical Evaluation will be conducted. The Evaluation Committee will re-evaluate all criteria of the Technical Proposals of shortlisted Offerors, incorporating assessments of the Discussion Session and outcomes of reference checks. The University reserves the right to make a determination that an Offeror is not shortlisted prior to completing reference checks. The order of Evaluation Criteria remains the same.

**4.2 Process:** Further shortlists may result as the procurement progresses. At each phase of the process, those firms that do not remain shortlisted will not progress in the procurement. All Offerors will be notified by the Issuing Office of the results of the Technical Evaluation as they pertain to their respective Technical Proposals. If USM/MEEC checks references of either the proposer or the proposer's Key Personnel, it is USM's/MEEC's intent to incorporate such references prior to establishing the final shortlist of proposals. Once a final shortlist of proposals is established, the Committee may rank the remaining Technical Proposals from highest to lowest, or may elect to deem all final shortlist technically acceptable without ranking, whichever is deemed in USM/MEEC's best interest.

**SECTION III**  
**ARTICLE 3. PRICE PROPOSALS**

**1. Submission.**

Following the completion of the Technical Evaluation, **only** the final shortlisted Proposers will be requested via a written addendum to the Solicitation to submit Price Proposals. Price Proposals must be received in a sealed envelope/container at the Issuing Office by the specified due date and time. (The anticipated due date and time for Price Proposals is noted on the Solicitation Schedule.) If applicable, all Offerors must use the Price Proposal form included in Appendix B. One (1) original and two (2) copies (for a total of three (3)), as well as a CD or flash drive, must be provided. The original must be clearly labeled as this is the official Offer from the Proposer. No electronic, telephone, telegraphic, or facsimile Price Proposals will be accepted. Only the Price Proposals of those Offerors remaining on the final shortlist following the completion of the Technical Evaluation will be opened, which will be done privately.

**2. Content of the Price Proposal**

A sample Price Proposal form is included as Appendix B to the Solicitation, however, the form may evolve as the procurement progresses. It is expected that based on the number of potential users of the resulting Contracts that Proposers provide MEEC extremely favorable pricing.

It is anticipated that Offerors will present their price proposal in the format described below:

**a. Anticipated Format of Price Proposal Offer:**

Pricing for each of the years of the initial term of the contract (July 2013 to June 2018) is to be provided in several ways:

**1. Enterprise-Wide license (several options) based on the definitions of FTE (refer to definition of FTE in Section II):** Such license would allow unlimited institution-wide user access to the eLearning Product and would be paid annually (unless another interval is mutually agreed).

**-Full-time equivalent of faculty and staff with no exclusions:** Employees of affiliates (such as, but not limited to, a healthcare professional group at an academic health center) would also be able to utilize such a license

**-Full-time equivalent based on faculty, staff, and students**

**-Full-time equivalent based on faculty, staff, students, and alumni** (or other affiliated groups)

**-Full-time equivalent per MEEC's definition,** which is: The total of Full time faculty plus full time staff plus 1/3 part time faculty plus 1/2 part time staff. FTE shall not include staff that does not use a computer more than 1 or 2 hours per week such as maintenance, housekeeping, and cafeteria workers.

AND

2. **Per seat license:** A certain number of licenses would be purchased by the buying entity. A certain number of these licenses would be “recyclable,” that is, if a license is unused by a named user for a significant period of time, the license could be reassigned to another user. The Proposing Firm is to provide its seat license ranges with applicable per seat price as well as the percent available for recycling. License would be paid annually (unless another interval is mutually agreed upon). Additional seat licenses may be purchased throughout the term of the contract at the same unit price. Per seat license should be available to faculty, staff, students, affiliates of educational institutions (such as, but not limited to, professional groups associated with an academic healthcare institution), and alumni.

b. **Pricing for Renewal Term(s):** The USM/MEEC will consider adjustments of the license prices in the renewal years only based upon any increases in the Consumer Price Index (CPI), as published by the Bureau of Labor Standards in February of the appropriate year, (i.e., for 7/1/18 renewal the University will look at the CPI published in February 2018, and so on). If professional services, such as, but not limited to, implementation services are priced per hourly rates, increases in federal minimum wage or Maryland’s Living Wage, may also be considered by USM/MEEC.

Requested increases for license prices and/or professional services hourly rates above a 5% cap will not be considered.

In order to receive consideration for a price increase, the Contractor must submit a request in writing to the UMUC Strategic Contracting Office ninety (90) days prior to the end of the initial term (i.e., by April 1, 2018). The statement must specify any change in the license prices and/or professional services hourly labor rate wage to be paid to employees during the renewal term. The University will not consider late requests for adjustments to fee. In addition, increases are not cumulative for prior years; for example, if the successful contractor does not request an increase for the first renewal term and then requests an increase for the second renewal term, the Contractor cannot include a cumulative amount that includes the first renewal year.

Upon approval by the USM/MEEC, any such modified license prices and/or professional hourly fees will constitute the price for the contract renewal period. The USM/MEEC reserves the right to terminate this annually without penalty giving thirty (30) days written notice. In addition, the USM/MEEC may terminate for convenience or default per the contract terms in Appendix C.

### 3. **Evaluation.**

Price Proposals will be evaluated based on the total cost of the products and/or services requested above. The USM/MEEC may elect to request Best and Final Price Proposals (BAFOs).

The Committee will establish a financial ranking of the final Price Proposals from lowest to highest total offers.

**SECTION III**  
**ARTICLE 4. FINAL EVALUATION, RANKING, AND SELECTION**

**1. Recommendation of Award or Further Discussions.**

The Committee may recommend an Offeror for contract award(s) based upon the Offeror's Technical Proposal and Price Proposal without further discussion. However, should the Committee find that further discussion would benefit the USM/MEEC and the State of Maryland, the Committee may recommend such discussions to the Procurement Officer. Should the Procurement Officer determine that further discussion would be in the best interest of the USM/MEEC and the State, the Procurement Officer shall establish procedures and schedules for conducting discussions and will notify responsible Offerors.

**2. Final Ranking and Selection.**

**2.1 Process:** Following evaluation of the Technical Proposals and the Price Proposals (and Best and Final Offers, if applicable), the Evaluation and Selection Committee will make an initial recommendation to the Procurement Officer for the award of the contract(s) to the Offeror(s) whose Proposal(s) is (are) determined to be the most advantageous to the USM/MEEC and the State of Maryland. The decision of the award(s) of the Contract will be made at the discretion of the Procurement Officer and will depend on the facts and circumstances of the procurement. All Offerors will be notified of the award(s) selection.

**2.2 Basis for Award:** Technical merit will have a greater weight than cost in the final ranking. Award may be made to the Offeror with a higher technical ranking even if its Price Proposal is not the lowest. The Procurement Officer retains the discretion to examine all factors to determine the award of the contract. The goal is to contract with the Offeror(s) that would best meet the needs of the USM/MEEC as set forth in the RFP.

**2.3. Negotiations:** The USM/MEEC may select for award one or more Offeror(s) to negotiate the terms and conditions of the Contract. The USM/MEEC reserves the right to make an award with or without negotiation.

**3. Debriefing.**

**3.1 Request:** Unsuccessful Offerors may request a debriefing. A request must be submitted in writing to the Procurement Officer within ten (10) days after the date on which Offeror knows, or should have known, that its Proposal was unsuccessful. Debriefings shall be conducted at the earliest feasible time.

**3.2 Discussion:** Debriefings shall be limited to discussion of the Offeror's Proposal only and shall not include a discussion of a competing Offeror's Proposal. The debriefing may include information on areas in which the unsuccessful Offeror's Proposal was deemed weak or insufficient. The debriefing may not include discussion or dissemination of the thoughts, notes, or ranking from an individual Evaluation Committee Member. A summary of the Procurement Officer's rationale for the selection may be given.

## **APPENDIX A**

### **TECHNICAL PROPOSAL FORMS**

**(NOTE: Refer to Section III, Article 1, for all required contents of the Technical Proposal. Completion of these forms in this Appendix A is NOT the complete contents required.)**

- 1. Acknowledgement of Receipt of Addenda Form**
- 2. Bid Proposal/Affidavit**

**APPENDIX A**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

**RFP NO.:** USM - 91086 \_\_\_\_\_

**TECHNICAL PROPOSAL DUE DATE:** \_\_\_\_\_, April \_\_\_\_, 2013 on or before 5:00pm

**RFP FOR:** MEEC eLearning Products

**NAME OF OFFEROR:** \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

The undersigned, hereby acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

As stated in the RFP documents, this form is included in our Technical Proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT: I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. NOT USED

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES (applicable if an MBE goal is set)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, §14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;
(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;
(3) Fail to use the certified minority business enterprise in the performance of the contract; or
(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES (if applicable to the solicitation)

The undersigned bidder or offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, §14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;
(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or
(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)–(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_
\_\_\_\_\_

**D. AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of a criminal offense incident to obtaining or attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts arising out of the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), (4) or (5), above;
- (7) Been found civilly liable under a state or federal antitrust statutes for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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**F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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**G. SUB-CONTRACT AFFIRMATION**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases of real property, or construction.

**H. AFFIRMATION REGARDING COLLUSION**

I FURTHER AFFIRM THAT: Neither I, nor to the best of my knowledge, information, and belief, the above business, has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**I. FINANCIAL DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of, and the above business will comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

**J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION**

I FURTHER AFFIRM THAT: I am aware of and that the above business will comply with, Election Law Article, §§14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

**K. DRUG AND ALCOHOL-FREE WORKPLACE**

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meaning when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs and alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace,
    - (ii) The business' policy of maintaining a drug and alcohol-free workplace,
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by K(2)(b), above;
  - (h) Notify its employees in the statement required by §K(2)(b) above, that as a condition of continued employment on the contract, the employee shall:

- (i) Abide by the terms of the statement, and
  - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than five (5) days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination, or
    - (ii) Require an employee to satisfactorily participate in a *bona fide* drug or alcohol abuse assistance or rehabilitation program; and,
  - (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §K(2)(a)-(j), above.
- (3) If the business is an individual, the individual shall certify and agree, as set forth in K(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**L. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic\_\_\_\_)(foreign\_\_\_\_) [check one] corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(If not applicable, so state.)

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**M. CONTINGENT FEES**

I FURTHER AFFIRM THAT: The business has not employed or retained any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a *bona fide* employee or agent, any fee or any other consideration contingent on the making of the Contract.

**N. CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE**

(1) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(2) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, offeror, contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.

(3) The bidder or offeror warrants that, except as disclosed in §(4), below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

(4) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain detail—attach additional sheets if necessary):

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(5) The bidder or offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

**O. CERTIFICATION REGARDING INVESTMENTS IN IRAN**

(1) The undersigned bidder or offeror certifies that, in accordance with State Finance & Procurement Article, §17-705:

(i) it is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in §17-702 of State Finance & Procurement; and

(ii) it is not engaging in investment activities in Iran as described in State Finance & Procurement Article, §17-702.

(2) The undersigned bidder or offeror is unable to make the above certification regarding its investment activities in Iran due to the following activities:

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**P. ACKNOWLEDGMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and, (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy conferred by the Constitution and the laws of Maryland in respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business in respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

Printed Name of Signer: \_\_\_\_\_

Title of Signer: \_\_\_\_\_

Company Name: \_\_\_\_\_

FEIN No: \_\_\_\_\_

## **APPENDIX B**

### **PRICE PROPOSAL FORMS (this is a sample form only)**

PROPOSAL NO.: RFP USM -91086  
PRICE PROPOSAL DUE DATE: TBD  
PROPOSAL FOR: MEEC Computer Based Training/eLearning  
PROPOSER: \_\_\_\_\_  
Federal Identification Number/Social Security Number: \_\_\_\_\_

**PRICE PROPOSAL**

DATE \_\_\_\_\_

Valerie Rolandelli  
University of Maryland University College  
Strategic Contracting Office  
Administration Building Room 2344  
3501 University Blvd. East  
Adelphi, MD 20783-8002

Dear Ms. Rolandelli:

The undersigned hereby submits the Price Proposal as set forth in RFP # USM-91086 dated 04/\_\_\_/13 and the following subsequent addenda:

Addendum \_\_\_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_\_\_ dated \_\_\_\_\_  
Addendum \_\_\_\_\_ dated \_\_\_\_\_

We confirm that this Price Proposal is based on the Requirements per the RFP and any subsequent addenda as noted above.

Having received clarification on all matters upon which any doubt arose, the undersigned proposes to provide Computer Based Training/eLearning products to MEEC as described in the RFP and subsequent Addenda as noted above. By signing and submitting this response, undersigned hereby agrees to all the terms and conditions of the RFP including any issued addenda. We understand that per the RFP, USM/MEEC is under no obligation to accept any requested vendor license agreement terms or requested changes to the contract terms in Appendix C of the RFP. We further understand that USM/MEEC will negotiate any such requested contract revisions in accordance with State of Maryland law, regulations, and/or University Procurement Policies and Procedures.

We have verified our proposal prior to submission, and understand that USM/MEEC cannot be responsible for Proposer's errors or omissions. We further understand that any price proposal that has been accepted by USM/MEEC may not be withdrawn by the vendor.

We understand that by submitting a proposal, including this price proposal, we are agreeing to all of the terms and conditions included in the RFP documents, and that the Bid/Proposal Affidavit submitted as part of the technical proposal remains in effect.

The evaluation of the proposals and subsequent final recommendation for the award(s) will be in accordance the RFP documents. We understand that technical weighs greater than financial. We understand that the USM/MEEC reserves the right to award a contract (or contracts) for all items, or any parts thereof, as set forth in detail under the information furnished in the RFP document.

Enclosure: -Pricing of options for MEEC Members in Good Standing Rate Schedule  
(Signatures should be placed on following page.)

The offeror represents, and it is a condition precedent to acceptance of this proposal, that the offeror has not been a party to any agreement to submit a fixed or uniform price. Sign where applicable below.

**A. INDIVIDUAL PRINCIPAL**

In Presence of Witness: \_\_\_\_\_

FIRM NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_  
SIGNED \_\_\_\_\_  
PRINTED NAME \_\_\_\_\_  
TITLE: \_\_\_\_\_

---

**B. CO-PARTNERSHIP PRINCIPAL**

\_\_\_\_\_  
(Name of Co - Partnership)  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

In Presence of Witness:

\_\_\_\_\_ as to  
\_\_\_\_\_  
\_\_\_\_\_ as to  
\_\_\_\_\_  
\_\_\_\_\_ as to

BY \_\_\_\_\_  
(Partner)  
Printed Name: \_\_\_\_\_  
BY \_\_\_\_\_  
(Partner)  
Printed Name: \_\_\_\_\_  
BY \_\_\_\_\_  
(Partner)

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**C. CORPORATION**

\_\_\_\_\_  
(Name of Corporation)  
ADDRESS \_\_\_\_\_  
TELEPHONE NO. \_\_\_\_\_

Attest:

[Printed Name of Corporate (or Assistant Corporate) Secretary]

\_\_\_\_\_  
[Corporate (or Assistant Corporate) Secretary Signature for Identification]

BY: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Officer and Title  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title



**RFP USM-91086 FOR COMPUTER BASED TRAINING/ELEARNING COURSES**

**PRICE PROPOSAL:**

**PROPOSING FIRM:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

PROPOSING FIRMS ARE TO PROVIDE AN ATTACHED RATE SCHEDULED ENTITLED “RFP USM-91086 PRICING FOR COMPUTER BASED TRAINING AND ELEARNING COURSES” FOR THE FOLLOWING LICENSE OPTIONS:

- A. ENTERPRISE WIDE LICENSE: Quote for an enterprise license based on the definitions of FTE in the Solicitation (several options may be provided.) Such license would allow unlimited institutional wide user access to the eLearning Product and would be paid annually by the MEEC Member (unless another interval is mutually agreed between the awarded vendor and the MEEC Member.)
- B. PER USER SEAT LICENSE: Quote for access to proposing Firm’s entire library(ies) of Computer Based Training/eLearning Courses; the per seat license fee is to be available to staff, faculty, affiliates, students, and alumni. A range of pricing based on the number of seat licenses purchased may be provided.

Example of Table to be provided as an attachment:

Product Name	Description of Product	Pricing based on FTE range of:	List Price* (if applicable)	Per User Price for Year 1	Per User Price for Year 2	Per User Price for Year 3	Per User Price for Year 4	Per User Price for Year 5
			\$	\$	\$	\$		

Number (or percent) of Seat Licenses allowed to be recycled due to inactivity: \_\_\_\_\_

\*NOTE: If Proposer is presenting its price as a "minimum percent discount from list price", the list price for each of its libraries as well as the calculation for the resulting per license fee is to be provided in dollars. The list price must be verifiable on the Proposer's website.

Pricing for the potential renewal term(s) of the contract will be negotiated between the University and the awarded firm(s) in accordance with Section III, Article 3. of the solicitation documents.

**ADDITIONAL PRICING:**

**OTHER PRICING OPTIONS AND/OR ADD-ON PRODUCTS, IF ANY: THESE ARE TO BE PROVIDED AS AN ATTACHMENT.**

**INITIALS OF SIGNER TO OBLIGATE FIRM TO THE PRICING ATTACHED \_\_\_\_\_**

# **APPENDIX C**

## **CONTRACT FORMS**

- 1. eLearning Software Master Agreement**
- 2. Contract Affidavit**

**APPENDIX D**  
**ELECTRONIC FUND TRANSFER SCHEDULE**  
**Payments to Contractors by Electronic Funds Transfer (EFT)**

If the annual dollar value of this contract will exceed \$500,000.00, the Bidder/Offeror is hereby advised that electronic funds transfer (EFT) will be used by the State to pay the Contractor for this Contract and any other State payments due the Contractor unless the State Comptroller's Office grants the Contractor an exemption.

By submitting a response to this solicitation, the Bidder/Offeror agrees to accept payments by EFT. The selected Bidder/Offeror shall register using the attached form COT/GAD X-10 Contractor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption.

The form is available as a PDF file on the web site of the General Accounting Division of the Comptroller of Maryland, located at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf) .

## APPENDIX S

### SOLICITATION TERMS AND CONDITIONS

Note: UMUC is conducting this solicitation on behalf of USM/MEEC, therefore, where ever “UMUC” or “the University” is mentioned in this RFP 91086, Appendix S, Offerors are to substitute “USM/MEEC”

**This solicitation and any subsequent award are further subject to:**

**1. Contractor’s/Offeror’s Responsibility.**

Offerors are advised to read the requirements very carefully to ensure that each requirement is understood. If in doubt, develop and submit applicable questions in writing to the contact at the Issuing Office. An Offeror’s misinterpretation of requirements shall not relieve the Offeror of the responsibility to address accurately the requirements of the RFP or to perform the Contract, if awarded. UMUC will enter into a contractual agreement with the selected Contractor(s) only. The selected Contractor(s) shall be solely responsible for all services as required by this RFP. Subcontractors, if any, will be the responsibility of the Contractor(s) and the role of subcontractors must be clearly identified in the proposal. The use of a subcontractor(s) does not relieve the Contractor(s) of liability under a Contract.

**2. Rejection or Acceptance of Proposals.**

The University reserves the right to: (i) accept or reject any and all proposals, in whole or in part; (ii) to waive minor irregularities; and (iii) to negotiate in any manner necessary to best serve the interests of the University. Further, the University reserves the right to make a whole award, multiple awards, a partial award, or no award at all. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible to being selected for award shall be so notified. The University reserves the right to increase or decrease the quantities of any materials, equipment, supplies, or services.

**3. Cancellation of the RFP.**

UMUC may cancel this RFP, in whole or in part, at any time.

**4. Incurred Expenses.**

Neither UMUC nor the State of Maryland is responsible for any expenses that Offerors may incur in preparing and submitting Proposals or in making oral presentations of their Proposals, if required.

**5. Payment.**

The State of Maryland usually provides payments on a net 30 day basis for UMUC approved invoices. Payment provisions shall be in arrears, with late payment and interest calculated as provided by Maryland law. For purposes of determining whether a prompt-payment discount, if applicable, may be taken by UMUC, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

**6. Electronic Funds Transfer (“EFT”).**

By submitting a Proposal, the Offeror agrees to accept payment by electronic funds transfer unless the State Comptroller’s Office grants an exemption. The selected Contractor shall register using the GAD X-10 Contractor EFT Registration Request Form. The form is available as a PDF file on the web site of the General Accounting Division of the Comptroller of Maryland, located at:

[http://comptroller.marylandtaxes.com/Government\\_Services/State\\_Accounting\\_Information/Static\\_Files/APM/gadx-10.pdf](http://comptroller.marylandtaxes.com/Government_Services/State_Accounting_Information/Static_Files/APM/gadx-10.pdf) This form is to be submitted directly to the State Comptroller's Office at the address specified on the GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. (Refer to Appendix D of this Solicitation for further information.)

## 7. Confidentiality.

**7.1. UMUC's Information during the Procurement Process:** The selected Contractor may have access to, may obtain, or be given confidential information, including without limitation information concerning the University's business strategies, political and legislative affairs, students, faculty, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunication systems, and software and documentation. Certain confidential information may be protected under the Family Educational Rights and Privacy Act ("FERPA"), the Gramm-Leach-Bliley Act, and the Maryland Public Information Act. The selected Contractor must have administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of the University's confidential information. UMUC may conduct discussions with Offerors in order to evaluate their abilities and responsiveness to the RFP. In order to facilitate the discussions and to allow Offerors to propose responsive solutions to UMUC's needs and requirements, UMUC is willing to disclose certain confidential information to Offerors, including without limitation information concerning UMUC's business strategies, political and legislative affairs, students, employees, vendors, contractors, customer lists, finances, properties, methods of operation, computer and telecommunications systems, and software and documentation ("Confidential Information"). By submitting a proposal in response to this RFP, Offerors agree: (i) to use Confidential Information solely for purposes of responding to and discussing the RFP; and (ii) not to disclose, permit or cause use of, or provide access to Confidential Information to any third person or entity. Upon request by UMUC, Offerors may be required to sign a Non-Disclosure Agreement.

**7.2. Offeror's Information:** Offerors should give specific attention to the identification of those portions of the Proposal that the Offeror deems to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, State Government Article, Title 10, Subtitle 6, Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination as to whether the information may or may not be disclosed to the requesting party. That decision will take into consideration the Offeror's position regarding its Proposal. A blanket statement by an Offeror that its entire Proposal is confidential or proprietary will not be upheld.

## 8. Multiple Proposals.

Contractors may submit more than one Proposal.

## 9. Alternate Solution Proposals.

Contractors may submit an alternate to the solution given in this RFP.

## 10. Contractor Responsibilities and Use of Subcontractors.

The University shall enter into contractual agreement with the selected Contractor(s) only. The Contractor(s) shall be responsible for all products and/or services required by this RFP. UMUC will consider Proposals that reflect primary and secondary service providers or a prime/subcontractor relationship. There should be proof of ability of the primary to manage a subcontractor and successfully coordinate the delivery of quality service and support in a timely manner. Subcontractors, if any, shall

be identified and a complete description of their role relative to the proposal shall be included. UMUC's intent is not to direct the use of any particular subcontractor, however, the Contractor may not contract with any such proposed person or entity to whom UMUC has a reasonable objection. Notification of such objection will be made by UMUC within fifteen (15) days of Contract. The Contractor shall be fully responsible for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them. The use of subcontractors does not relieve the Contractor of liability.

**11. Access to Contractor Records for Quality Assurance and Auditing Purposes.**

The Contractor and its principal subcontractors must provide access to pertinent records by University personnel or its representatives (including internal auditors, external auditors, representatives, and agents) to provide quality assurance and auditing.

**12. Arrearages.**

By submitting a Proposal, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits and that it shall not become so in arrears during the term of the Contract if selected for Contract Award.

**13. Taxes.**

UMUC is exempt from Federal Excise Taxes, Maryland Sales and Use Taxes, and District of Columbia Sales Taxes and Transportation Taxes, except as noted in applicable sections of COMAR. Exemption Certificates shall be provided upon request. In the instance a Contractor is required to furnish and install material in the construction or improvement of real property in performance of a Contract, the Contractor shall pay the Maryland Sales Tax and the exemption will not apply.

**14. RFP Response Materials.**

All written materials submitted in response to this RFP become the property of UMUC and may be appended to any formal documentation that would further define or expand the contractual relationship between UMUC and the Contractor(s).

**15. Maryland Public Ethics Law, Title 15.**

The Maryland Public Ethics Law prohibits, among other things, State employees or officials (and in some cases, former employees) and businesses in which such an individual is employed or holds a financial interest from: (i) submitting a bid or proposal; (ii) negotiating a contract; and (iii) entering into a contract with the governmental unit with which the individual is affiliated per the Maryland Code Annotated, State Government Article, § 15-502.

If the Offeror has any questions concerning application of the State Ethics law to the Offeror's participation in this procurement, it is incumbent upon the Offeror to seek advice from the State Ethics Commission: The Office of The Executive Director, State Ethics Commission, 9 State Circle, Suite 200, Annapolis, Maryland 21401. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://ethics.gov.state.md.us/> The Procurement Officer may refer any issue raised by a Proposal to the State Ethics Commission. The Procurement Officer may require the Offeror to obtain advice from the State Ethics Commission and may reject a Proposal that would result in a violation of the Ethics law.

A resulting Contract is cancelable in the event of a violation of the Maryland Public Ethics Law by a Contractor or any State of Maryland employee in connection with this procurement.

**16. Assistance in Drafting.**

Under the State Government Article, § 15-508 of the Annotated Code of Maryland, an individual or person who employs an individual who assists an executive unit in drafting specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or request for proposals may not submit a bid or proposal for that procurement or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement. For questions regarding the applicability of this provision of the Public Ethics Law, call the State Ethics Commission's toll-free phone number, 877-669-6085, or see the website, <http://ethics.gov.state.md.us/>

**17. Addenda Acknowledgment.**

Offerors must acknowledge in writing the receipt of any and all addenda, amendments, and/or changes issued. Such acknowledgement must be included in the Technical Proposal.

**18. Duration of Offers.**

Proposals (consisting of a Technical Proposal and, if applicable, a Price Proposal) shall remain irrevocable for 120 days following the closing date of the Price Proposal due date. This period may be extended by mutual agreement between the Offeror and the University.

**19. Minority Business Enterprises.**

Minority Business Enterprises (MBE) are strongly encouraged to respond to this solicitation notice.

**20. Living Wage Requirements.**

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Maryland's Living Wage requirement, located at Maryland Code Annotated, State Finance and Procurement Article, Title 18, §§ 18-101 through 18-109.

**21. Conflict of Interest.**

The Contractor awarded the Contract shall provide the specified services for UMUC, and must do so impartially, and without any conflicts of interest. If the Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the Procurement Officer may reject a Contractor's Proposal under COMAR 21.06.02.03B. Contractors should be aware that the State Ethics Law, State Government 15-508, might limit the selected Contractor's ability to participate in future related procurements, depending upon specific circumstances. Refer to Paragraphs 15 and 16 above. By submitting a response to the solicitation, the Contractor affirms its understanding and compliance with this clause.