



LEARNING MANAGEMENT SYSTEMS (LMS)  
MASTER AGREEMENTS #90936  
ORIENTATION  
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Presenter:

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## *Agenda*

- Executive Summary/Master Contractors List
- High Level Overview of Master Agreements
- LMS Master Agreements  
Structure/Definitions/Terminology
- Procurement of Task Orders (TORP)/  
Implementation Summary
- Master Contract Highlights



# *Introduction*



- ❖ These master agreements resulted in response to MEEC members expressing their interest in the learning management systems and associated services.
- ❖ Purpose of the master agreements is to provide MEEC members with a procurement vehicle to allow for expediting the procurement process.
- ❖ A committee of MEEC members comprised of representatives from K-12, community colleges and universities joined together and developed the RFP documents and evaluated the vendor proposals.
- ❖ The committee was sensitive to all K-20 MEEC member institutions during the evaluation process of the various vendors.



*Executive Summary  
and  
Master Contractor List*



- In May, 2011, MEEC solicited proposals for Master Agreements for Learning Management System(s) (LMS) and Associated Implementation Services (RFP and 10 Addenda and the Master Agreement template are posted on MEEC's website at [www.meec-edu.org](http://www.meec-edu.org))
- Awarded to six (6) Master Contractors (see contact list) with a myriad of unit prices
- Agreements are extremely flexible in:
  - Ability to purchase a variety of LMS Products & Associated Services
  - Procurement Methodologies allowed under the Master Agreements



# *Master Contractors*

- Agilix Labs, Inc.
- Blackboard, Inc.
- Desire 2 Learn, Ltd.
- eCollege dba NCS Pearson (Pearson)
- Instructure
- MoodleRooms, Inc.

Contact for each Master Contractor is on the MEEC website at [www.meec-edu.org](http://www.meec-edu.org)



All required approvals for USM/State Institutions  
have been received

BOR on 11/17/11 & 12/2/11 and BPW on 12/21/11

No further approvals are required of Task Orders/Contracts  
done under the Master Agreements

**Note:** Renewal of Master Agreements following Initial Term will require both BOR and BPW approval.





# *MEEC Website*

*www.meec-edu.org*

- RFP 90936 and ten (10) Addenda
- Procurement Officer's Contact Information
- Master Contractors' Contact Information
- "Generic" Master Agreement\*

\*Note: For confidentiality reasons, the posted master agreement is a template; each of the Master Contractor's Agreement was customized to include their Best and Final Pricing. These are available upon request of the MEEC Executive Office.



## *Assistance*

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

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



*High Level Overview  
of Master Agreements*



# *LMS Master Agreements*

## **What can I purchase via the LMS Master Agreements?**

The selected Master Contractors may work with the Buying MEEC Member in a variety of tasks associated with LMS, such as, but not limited to:

- Purchase of a LMS license(s), (hosted or self-hosted)
- LMS Associated Services such as implementation of a new LMS system or enhancements to an LMS system; data migration from one LMS system to another; etc.
- Training of faculty and staff
- Consulting and planning for LMS related activities that may arise for a MEEC Member such as assistance in the selection of an appropriate learning management system
- Conducting, or assisting the Buying MEEC Member, in pilot programs and/or proof of concept of LMS's
- MEEC members may purchase basic LMS packages and, later, add other LMS components or LMS enhancements at the contract unit prices (or discount from educational retail list)



# *LMS Master Agreements*

- Specific Task Orders/Scopes of Work to be procured by the Buying MEEC Member via Task Order Request for Proposal (TORP), Task Order Contract (TOC), or Purchase Order (PO)
- Term of the Master Agreement (Section 4):
  - March 2012 to June 30, 2017 with renewal options for up to an additional five (5) years.
  - Can utilize the contracts for trial programs and/or proof of concepts before fully deploying the system (“Pilot Programs”)
  - The Master Contractor may charge fees associated with these Pilot Programs (Section 4.2)
  - Any task order or purchase order that commences during the term or terms of the Master Agreement may be completed under the terms and conditions of the Master Agreement even if the Master Agreement has been terminated or expired (Section 4.5)
- No MBE participation goal was established; however, each Buying MEEC Member may establish MBE goals in accordance with their jurisdictions. All MBE compliance requirements are the responsibility of the buying MEEC member.



*LMS Master Agreements*  
*Structure/Definitions/Terminology*



# *Overview*

The Master Agreements serve as a framework for each individual MEEC Member (university, college, school, library, or museum) to evaluate the LMS products and services available to them and determine which of the Master Contractors best fits their culture, price point, and timeline.



# *General Information*

The Master Agreement consists of:

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

\* Note: Unit Prices are good through 6/30/2013; thereafter unit prices **may** escalate in accordance with the Master Agreement (Section 2.2.1)





## *General Information*

Each Master Contractor has signed the same generic Master Agreement. (A generic Master Agreement is on the MEEC website at [www.meec-edu.org](http://www.meec-edu.org).)

(You must contact MEEC's Office directly to obtain any Master Contractor's executed Master Agreement.)

The only customizations were:

- ❖ The name/address of the Master Contractor;
- ❖ Dates of Master Contractor's reference documents, as applicable throughout the Agreement
- ❖ Exhibit 1 - Examples of Contractor's Software Licenses/Professional Services Scope of Work/Subscription Services Agreement
- ❖ Exhibit 2 - Contractor's Best and Final Price Proposal



## *Section 1 – Order of Precedence*

- a. A Change Order to a Task Order Contract (TOC)
- b. A TOC done under this Master Agreement or a Purchase Order (PO)
- c. The Master Agreement and any exhibits, addenda or the like thereto whether or not physically attached ('Master Agreement')
- d. The Contractor's Software License/ Professional Services Scope of Work/Subscription Services Agreement (as may be applicable and as negotiated and entered into between Contractor and Buying MEEC Member) *Examples of this(ese) document(s)is( are) attached as Exhibit 1*
- e. *Contractor's Task Order Proposal (TOP) to a Task Order Request for Proposal (TORP)*
- f. Buying MEEC Member's TORP
- g. The Contractor's Proposal only for responses to RFP Section III, Article 2, Paragraph 2.2 Scope of LMS Product Offerings and Approach to Access and Support of the Products and Paragraph 2.4 Staffing of the Account/Key Personnel and the Best and Final Price Proposal; *changes in the assigned Key Personnel may occur over the term of the Agreement in accordance with Section 2.4 of this Master Agreement.*
- h. RFP 90936 Section III, Article 2, Paragraph 2.4 Staffing of the Account/Key Personnel



# *Purchase Orders*

- ***The Buying MEEC Member's Task Order Contract (TOC) or Purchase Order (PO) takes precedence over the Master Agreement.***
- ***Purchase Orders \* may be used to purchase LMS Products and Services***

***\*Refer to Paragraph 3.20, definition of Purchase Order. If a Buying MEEC Member uses a PO with pre-printed PO Terms and Conditions, the pre-printed Terms and Conditions do NOT supersede the Master Agreements UNLESS these pre-printed PO Terms and Conditions are specifically accepted by the parties.***



# *Important Notes*

- ***The Master Agreements take precedence over the Master Contractor's Software License/Professional Services Scope of Work/Subscription Services Agreement.***
- ***Unlike other MEEC contracts, the vendor's software license/Professional Services Agreement/Subscription Services Agreement is not universal and has not been negotiated;***
- ***Each Buying MEEC Member is responsible to negotiate these documents with the Master Contractor.***
- ***As a result, it is highly recommended that the Buying MEEC Member's Procurement and Legal Offices are involved from the beginning of the process when utilizing these Master Agreements.***



All Buying MEEC Members are responsible for establishing policies and procedures to utilize these Master Agreements to ensure compliance with each Buying MEEC Member's procurement policies and procedures.

To remain in compliance with both the Board of Regents and the Board of Public Works approvals, ***the USM Institutions MUST request more than one Master Contractor to submit a proposal***

Each Buying MEEC Member is responsible for compliance and audits as may be applicable to it.



*Procurement of Task Orders  
TORP and Implementation Summary*



# *Acronyms*

TORP – Task Order Request for Proposal

TOP – Task Order Proposal

TOC – Task Order Contract

SOW – Statement of Work

PO – Purchase Order



# *Exhibit 3*

## *Implementation Process*

As the need for LMS products and/or related services arises, the Buying MEEC Member may from time to time prepare a document (“Task Order Request for Proposal” or “TORP”) which sets out the Buying MEEC Member’s LMS product(s) and/or Service(s) needs.

Buying MEEC Members may issue the TORP to one or more of the awarded Contractors, however, the ***USM Institutions must request more than one of the awarded firms to submit a Task Order Proposal.***

The Buying MEEC Member reserves the right to request any information from the LMS Master Contractor(s) as it deems appropriate. In such instances, this requested information will be included in the scope of services/task order proposal request issued by the Buying MEEC Member.





# *TORP Contents & TOP Response*

Should be adapted for the specific needs and circumstances of the Buying MEEC Member

Recommended information to be in TORP:

- Product requirements
- Scope of Service requirements
- Required Implementation time frame/schedule
- Required Contractor's Staff
- Evaluation Criteria

TOP from Master Contractors:

- Proposed LMS products/LMS services
- Qualifications of Staff to be assigned to Buying MEEC Member
- Staffing Plan (including any subcontractors)/Team Organization
- Similar experience with other clients
- Proposed schedule of tasks
- Quoted Price



## *Quoted Price*

- Quoted pricing for license fees and services (per the applicable quoted unit costs OR BETTER)
  
- Explain the BAFO Pricing Scenarios
  - Scenario # 1 – Online Higher Education Institution
  - Scenario # 2A - Traditional Higher Education
  - Scenario # 2B - One College/Unit
  - Scenario # 3 - Community College Institution
  - Scenario # 4A - Small K-12 System
  - Scenario # 4B - One High School
  - Scenario # 5 - Large K-12 Public School System



## *Quoted Price Continue*

### PRICE MAY CONSIST OF:

- Fixed fee or Not-to-Exceed Fee for professional services such as implementation/configuration of LMS Products
- Software licensing/Subscription Services
- Hosting Fees
- On going Maintenance and Support
- Training
- Migration of Data



# *Evaluation*

- The applicable MEEC member will **review the proposal(s) received** as well as may request an **interview of proposed assigned staff/demonstration** of the LMS product(s)/etc.
- Buying MEEC Member may request a “**sandbox**” or **other test environment** be provided for end users to “test drive” the proposed LMS.
- The Buying MEEC Member may also **conduct site visits** to the Contractor’s location(s) or to Contractor Client’s locations as part of the evaluation.
- The applicable MEEC member will **evaluate the proposal(s)** for, but not limited to, cost advantage, product features and functionality, proposed assigned key personnel's expertise and time commitment, ability to meet the required schedule, ability to provide the scope of services, etc.
- The **evaluation criteria and process is solely at the MEEC member’s discretion** and will be included in the scope of services/proposal request issued by the applicable MEEC member. The award will be based in accordance with the task order proposal request and may be based:
  - solely on price with the lowest responsive and responsible cost receiving the award;
  - on a combination of technical and price evaluation/ranking, or
  - solely on technical expertise followed by the MEEC member negotiating a fee with only one Master Contractor or, if more than one proposal is received, with the top ranked Master Contractor; in the event of unsuccessful negotiations, the MEEC member may discontinue negotiations with the top ranked firm and proceed to the next rank, and so forth;
- Reference back to the Master Agreement for standard terms**



## *Award of a TORP*

Following the evaluation of the TORP proposals, an award will be made by the Buying MEEC Member to the Master LMS Contractor(s) with the most advantageous proposal(s).

The Buying MEEC Member may elect to issue a Task Order Contract/Purchase Order with the Awarded Master Contractor's under the Master Agreement.

(Remember: Pre-Printed PO Terms and Conditions will need to be negotiated.)

Task Order Contract (TOC) should only state the specifics to the purchase:

- Products
- Services including staffing, allowed subcontractors, MBE, etc.
- Specific Timeline/Specific Deliverables
- Any negotiated T&C's\* that are different than the Master Agreement

\*Beware of Master Contractors changing the Master T&C's

The Buying MEEC Member will need to negotiate applicable software license(s) and/or service agreement documents.



# *Master Agreements Highlights*



# *Key Contract Clauses*

- 2.2 BAFO' based on five pricing scenarios; unit costs valid through 6/30/2013
- 2.2.1 Allowed Pricing Escalations in Year 2,3,4, 5, and Renewal
- 2.4 Dedicated Account Manager and Single Point of Contact for MEEC Ex. Director
- 2.5 Summary of Implementation Process (Details in Exhibit 3)
- 2.7 MBE
- Section 3: Definitions
  - Materials
  - Intellectual Property Rights
  - Services
  - Work
  - Statement of Work
  - Deliverable
  - Purchase Order
- Section 4: Term of the Agreement
  - 4.3 MEEC can terminate the Master Agreement at the end of each fiscal year with 60 days notice with no penalty
  - 4.3 Buying MEEC Member can terminate any TOC each fiscal year with 60 days notice



## *Key Contract Clauses, Cont.*

- Section 6: Ownership and Property Rights
- Section 7: Confidentiality
- Section 8: Evaluation and Acceptance Procedures
- Section 9: Warranties (including if hosted)
- Section 10: Insurance
- Section 11: Indemnification
- Section 13: Limitation of Liability
- Section 14: Termination
  - Convenience
  - Default
- Section 17: Miscellaneous
  - Publicity/Use of Name and Logo
  - Dispute Resolution
  - Maryland Law
  - Subcontracting and Assignment
- Exhibit 1 – Samples of Contractor's License and Service Agreements
- Exhibit 2 – BAFO
- Exhibit 3 – Implementation Process





*Questions???*