REQUEST FOR PROPOSALS

Universal Design for Learning training and service provider

ISSUE DATE:

August 5, 2015

PROPOSAL MUST BE RECEIVED BY:

August 19, 2015 by 4:30 pm.

DELIVER TO:

Michelle Hawley
TAACCCT Round 3 Grant Project Manager
Central Maine Community College
1250 Turner Street
Auburn, Maine 04210
mhawley@cmcc.edu
Universal Design for Learning training and service provider

This Request for Proposals (RFP) is issued by Central Maine Community College (CMCC-lead institution), in a secured $13 million Trade Adjustment Assistance Community College and Career Training (TAACCCT) consortium (seven campus) grant project, awarded by U.S. Department of Labor - Employment & Training Administration (US DOL/ETA).

The College will contract with an entity with proven expertise in training higher education professionals in the use of Universal Design for Learning (UDL) instructional practices within various learning environments (online, hybrid and face-to-face courses). The qualified entity would provide onsite workshops at CMCC (Auburn, Maine) for appropriate faculty and staff across the consortium. The purpose of this training will be to provide practical strategies and techniques to ensure that all learners can meet high expectations. Training participants will learn the research basis for UDL, practical applications of UDL to lesson design, how emotion and motivation impact learning, and helpful technology tools that support flexible, inclusive instruction. In addition, the participants will build on UDL background and learn step-by-step lesson planning strategies using the UDL principles and guidelines. Working with the entity, participants will develop action steps to proactively apply the UDL framework to lesson design. Central Maine Community College (CMCC) is requesting letters of interest and qualifications from entities having expertise in Universal Design for Learning (UDL) with documented success.

CMCC welcomes responses from all qualified entities.

Nature and Scope of Work and Coordination of Efforts

The goal of this RFP is to obtain proposals from qualified entities able to plan and facilitate two regionalized UDL workshops in early October that provide an introduction to UDL guidelines with supporting research in how it enhances outcomes by meeting individual variability; developing a UDL framework; and follow up technical assistance one-on-one with individual college teams in the implementation of the resulting action plan for the Maine is IT! TAACCCT Round 3 grant consortium project. The audience for these workshops include a representation of Academic Affairs, Faculty, Program Coordinators, Disability Coordinators, and other appropriate staff (approximately 40). Data will be collected throughout the services provided to satisfy the external evaluation of grant activities and deliverables. Data will be presented to the grant manager, the External Evaluators and for submission to the Department of Labor & Employment and Training Administration as part of the overall grant project reporting.

Responses to RFP

Entities desiring to be considered should submit a letter indicating interest with proposals. Submission format: Electronic copy - Microsoft Word or PDF file, no page limit. Responses should provide a description of the vendor’s capabilities. Emphasis should be on the items noted below.

Qualifications:

A. Describe your qualifications including:
   a. Background, proven success and experience in facilitation, assessment of current instructional practices, with particular emphasis on experience with institutions of higher education. If such work is limited, please describe work that is similar in nature and scale to what might be required by CMCC.
b. The size of your entity and qualifications of key personnel who would work with CMCC. Include education, certifications, work experience, training and tenure with your entity.

c. All services required for this project should be completed no later than January 31, 2016. Responding entities should include information about their ability to ensure financial and human resource stability for the duration of the service contract.

B. List three clients in the higher education field (preferably community colleges) for whom similar work has been performed and provide a brief description of the services you provided. Please describe any projects that are similar in nature, size and complexity to what the consortium might need.

C. What is the location of the office(s) from which you would be staffing this effort?

D. Describe your entity’s mission statement or general operating philosophy. How is your entity unique? What are your demonstrated areas of strength?

E. Provide a list of three references with contact information - preferably from colleges and universities - for work performed within the last three years with written consent for us to contact them.

F. Provide a list of conflicts of interest or potential conflicts of interest related to any work that may be required as a result of the RFP (see below). The list should indicate the name of the party, the relationship and a description of the conflict.

Proposals:

Submissions should include the entity’s ability to accomplish related tasks as mentioned above, while including:

- Sample(s) of past workshops that are similar in nature; strategies in the application of UDL to any lesson or learning experience; use of flexible instructional tools, including new technologies; method for providing follow up technical assistance; and description of the assessment and analysis of current instructional methods.

- Tentative timeline within the timeframe proposed.

- Monitoring and reporting of milestones and progress to key CMCC personnel and faculty.

Fees

The entity’s proposed fees should be itemized on a separate page. Include information indicating how the price was determined. For example, the entity should indicate the estimated number of hours by staff level, hourly rates, and total cost by staff level. Any out-of-pocket expenses should also be indicated.

While price is not exclusive for consideration, the entity should provide convincing evidence why expenditures are required.

Competitive Negotiations

The College shall negotiate a contract with the most qualified entity for Universal Design for Learning training and services at compensation which the College determines is fair, competitive, and reasonable. A firm/fixed price contract will be offered.

Should the College be unable to negotiate a satisfactory contract with the entity considered to be the most qualified at a price the College determines to be fair, competitive, and reasonable, negotiations with that entity must be formally terminated. The College shall then undertake negotiations with the second most qualified entity. Failing accord with the
second most qualified entity, the College must terminate negotiations. The College shall then undertake negotiations with the third most qualified entity.

Should the College be unable to negotiate a satisfactory contract with any of the selected entities, the College shall select additional entities in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

**Conflict of Interest or Potential Conflict of Interest**

Contractors have an obligation to disclose any actual or potential conflict that may impact their capacity to serve the best interest of CMCC, or that may reasonably be perceived as having this effect. Failure to disclose such conflicts may lead to the disqualification of the entity or the termination of its contract. Central Maine Community College reserves the right to consider any potential conflicts of interest during the selection process.

**Process Regarding Selected Entities**

The college is required to comply with the MCCS Finance Policy and Procedures Manual that includes detailed guidance on all aspects of purchasing and procurement, from competitive bidding to contracts and ethical practices.

An RFP review team consisting of the Maine is IT! Grant Project Manager, and key representation from consortium colleges will evaluate submissions based on the following criteria:

<table>
<thead>
<tr>
<th>Responses and supporting documentation to establish work experience in:</th>
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<tbody>
<tr>
<td>Practical applications of UDL to lesson design</td>
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<tr>
<td>Use of flexible instructional tools, including new technologies</td>
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<td>Ability to assist with the development of an action plan to proactively apply the UDL framework to IT lesson design</td>
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<tr>
<td>Step-by-step lesson planning strategies using the UDL principles and guidelines</td>
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<td>Facilitation of similar workshops and effective technical assistance plan for a post-secondary system</td>
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<tr>
<td>Working with institutions of higher education, particularly community colleges</td>
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<tr>
<td>Overall approach taken to address the components of the proposal</td>
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<td>Client references and recommendations</td>
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</tbody>
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Deadline for questions is **August 10, 2015 by 4:30 pm**. Compiled questions and responses will be forwarded to contacted entities is **August 11, 2015**. Deadline for submissions is **August 19, 2015 by 4:30 pm**. Review of submitted qualifications and proposals will start **August 20, 2015**. Finalist will be selected by **September 10, 2015**. A team will recommend the award of a contract to the entity deemed most qualified to provide Universal Design for Learning training and service provider for the project. Other entities will be ranked in order of their qualifications. Central Maine Community College will be responsible for the contract, and CMCC’s president shall make the final award. The College’s decisions will be final.
College Professional Services Contract

When CMCC engages an entity to provide services, the entity will be asked to sign a standard Professional Services contract setting forth the terms of the agreement. A copy follows for your review. Please do not fill it out at this time; it is only for your information. If you have a contract that you would prefer to use, please include it with your materials. The entity(s) selected to provide services will be required to show evidence of, and maintain through the completion of services, all required insurance.

Submissions: Mailing Information and Due Date

All proposals should be addressed to:
Michelle Hawley
TAACCCT Round 3 Grant Project Manager
mhawley@cmcc.edu

Proposals must be received August 19, 2015 by 4:30 pm.

This service contract is paid for by a $13 million grant from the U.S. Department of Labor, Employment and Training Administration. To enrich education through diversity, Central Maine Community College is an equal opportunity/affirmative action institution. Adaptive equipment is available upon request. For more information, please call (207) 755-5233.
NOTICE TO ALL BIDDERS REGARDING CONDITIONS ON BIDS

STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL MCCS CONTRACTS

The following Maine Community College System (MCCS) standard contracting terms and conditions are incorporated and shall become a part of any final contract that will be awarded by any college or other operating unit of the MCCS. These terms and conditions derive from the public nature and limited resources of the MCCS. MCCS DOES NOT AGREE TO:

1. provide any defense, hold harmless or indemnity;
2. waive any statutory or constitutional immunity;
3. apply the law of a state other than Maine;
4. procure types or amounts of insurance beyond those MCCS already maintains or waive any rights of subrogation;
5. add any entity as an additional insured to MCCS policies of insurance;
6. pay attorneys’ fees or costs for any other entity;
7. promise confidentiality in a manner contrary to Maine’s Freedom of Access Act;
8. permit an entity to change unilaterally any term or condition once the contract is signed; and
9. automatic renewals for term(s) greater than month-to-month.

By submitting a response to a Request for Proposal, bid or other like offer to do business with a college or other operating unit of the MCCS, YOUR ENTITY UNDERSTANDS AND AGREES THAT:

1. The above standard terms and conditions are thereby incorporated either expressly or by reference to this notice into any agreement entered into between MCCS and your entity, and that your entity will not propose or demand any contrary terms;
2. The above standard terms and conditions will govern the interpretation of such agreement notwithstanding the expression of any other term and/or condition to the contrary;
3. Your entity will not propose to any college or other operating unit of the MCCS any contractual documents of any kind that are not in at least 11-point font and completely contained in one Word or PDF document, and that any references to terms and conditions, privacy policies or any other conditions referenced outside of the contract will not apply; and
4. Your entity will identify at the time of submission which, if any, portion or your submitted materials are entitled to “trade secret” exemption from disclosure under Maine’s Freedom of Access Act; that failure to so identify will authorize MCCS to conclude that no portions are so exempt; and that your entity will defend, indemnify and hold harmless MCCS in any and all legal actions that seek to compel MCCS to disclose under Maine’s Freedom of Access Act some or all of your submitted materials and/or contract, if any, executed between MCCS and your entity.
MAINE COMMUNITY COLLEGE SYSTEM

STANDARD CONTRACT

1. College/MCCS: _____________________

2. Account Number: _____________________

3. Dollar Amount: _____________________

4. Termination Date: _____________________

5. Contract Number: _____________________

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CONTRACTOR INFORMATION:

1. Status (check one):
   ___A. An individual doing business as ____________________________________________
   ___B. A partnership.
   ___C. A corporation of the State of ____________________________________________
   ___D. Other (please identify) ________________________________________________

2. Address of principal office:
   Street ____________________________________________
   City ____________________________________________
   State ________ Zip Code ____________

3. Identification Number: ____________________________________________

***************

THIS CONTRACT, made this ___ day of ______, 20__ is by and between _________________ ("Contractor") and (check one):

   A. ___ Maine Community College System Office ("MCCS").
   B. ___ ________________________ Community College ("College") on behalf of MCCS.

   For and in consideration of the agreements set forth and the payments herein, Contractor and College/MCCS mutually agree to the following terms and conditions:
1. **CONTRACT PRICE AND PAYMENT SCHEDULE:** ________________________________________________
___________________________________________________________________________________________
_____________________________________________________________________________

2. **PERIOD OF PERFORMANCE:** Contractor agrees to (check one):
   
   ___ A. Work when called by College/MCCS.
   
   ___ B. Use due diligence to complete work within a reasonable time.
   
   ___ C. Complete work not later than: ________________________________.
   
   ___ D. If work is not completed by ____________, Contractor shall pay College/MCCS as follows: ________________________________.

3. **SPECIFICATIONS OF WORK TO BE PERFORMED:**

4. **CONTRACT ADMINISTRATOR:** The Contract Administrator on behalf of College/MCCS for this Contract is:
   
   Name: ____________________________________________________________________
   
   Title: ___________________________________________________________________
   
   Address: __________________________________________________________________

5. **EFFECTIVE DATES:** This Contract shall take effect on _____________ and terminate not later than ____________.

6. **RIDER:** The following Rider is hereby incorporated into this Contract and made a part hereof by this reference:
   
   **RIDER A - GENERAL PROVISIONS.** Contractor and College/MCCS acknowledge that this Rider is an integral part of this Contract and agree to be bound by its terms and conditions.

**IN WITNESS WHEREOF,** College/MCCS and Contractor by duly authorized representatives have executed this Contract in originals as of the day and year first above written.

**COLLEGE/MCCS:**

________________________________________
Institution Name

By: ______________________________
President/Designee Signature

________________________________________
Typed Name and Title

**CONTRACTOR:**

________________________________________
Contractor Name

By: ______________________________
Authorized Signature

________________________________________
Typed Name and Title
RIDER A

GENERAL PROVISIONS

1. DEFINITIONS. For purposes of this Rider, "MCCS" means the Maine Community College System and colleges acting on its behalf. "The Contract" means each contract that incorporates by reference this Rider.

2. CONTRACT ADMINISTRATOR. All invoices, progress reports, correspondence and related submissions from Contractor shall be directed to the Contract Administrator. The Contract Administrator has the authority and discretion to stop the work to be performed under the Contract if necessary to ensure its proper execution. The Contract Administrator will certify when payments under the Contract are due and the amounts to be paid; and will assess all claims of Contractor, subject to expenditure approval in accordance with MCCS procedures.

3. BENEFITS AND DEDUCTIONS. Contractor understands and agrees that Contractor will not receive retirement benefits, survivor benefit insurance, group life insurance, vacation, sick leave or other benefits available to MCCS employees. Contractor further understands and agrees that MCCS will file annual information returns as required by the Federal Internal Revenue Code or State of Maine income tax law, and that state and federal income tax may, at the option of MCCS, be withheld by MCCS from amounts payable to Contractor. MCCS will furnish to Contractor copies of such filings.

4. INDEPENDENT CAPACITY. The parties agree that in performing the Contract, Contractor, its agents and employees will act in an independent capacity and not as officers, employees or agents of MCCS.

5. CHANGES IN WORK. MCCS may order changes in work. In the event such changes are ordered, the Contract sum shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing and pre-approved by the MCCS or College Director of Finance or their designee(s).

6. SUBCONTRACTS. Unless otherwise provided herein, Contractor shall not subcontract any of the work or services specified in the Contract without the prior written approval of the Contract Administrator. This provision does not apply to contracts of employment between Contractor and Contractor's employees assigned for services there under. No subcontract shall release Contractor from liability under the Contract.

7. SALE, ASSIGNMENT OR TRANSFER. Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of Contractor's right, title or interest therein, without prior written approval of the Contract Administrator. In no event shall sale, assignment or transfer release Contractor from liability under the Contract.

8. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of the Contract, Contractor agrees as follows:

   a. Contractor will not discriminate against any employee or applicant for employment relating to the Contract because of race, color, religious creed, gender, sexual preference
or orientation, national origin, veteran status, ancestry, age or physical handicap, unless related to a bona fide qualification. Such action shall include but not be limited to the following: employment, promotions or demotions; transfers; recruitment or recruitment advertising; layoffs or terminations; rates and forms of compensation; and selection for training or apprenticeship. Contractor agrees to post in places conspicuous to employees and employment applicants notices setting forth the provisions of this paragraph, and to state the same in all solicitations or advertisements placed by or on behalf of Contractor relating to the Contract.

b. Contractor will cause the foregoing provisions to be inserted in any subcontracts for any work covered by the Contract so that such provisions shall be binding upon each subcontractor, excluding contracts or subcontracts for standard commercial supplies or raw materials.

9. **EMPLOYMENT AND PERSONNEL.** Contractor will not, without the prior written consent of Contractor Administrator, hire on a full-time, part-time or other basis during the period of the Contract, any person employed by MCCS, except a person regularly retired for at least one year.

10. **MCCS EMPLOYEES NOT TO BENEFIT.** Contractor will not permit any person employed by MCCS during the period of the Contract to share directly or indirectly in any benefit that may arise from the Contract due to the person's employment by or financial interest in, or any affiliate of, Contractor. This provision shall not be construed to extend to a contract made with a corporation for its general benefit.

11. **WARRANTY.** Contractor warrants that it has not employed any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure the Contract, and that it has not paid, or agreed to pay any company or person, other than a bona fide employee working solely for Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon, or resulting from, the award of the Contract. For breach or violation of this warranty, MCCS shall have the rights, in its discretion, to annul the Contract without liability; to deduct from the Contract price or consideration; or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

12. **ACCESS TO RECORDS.** Contractor will maintain all books, documents, payrolls, papers, accounting records and other evidence of cost incurred under the Contract. Contractor will make such materials available for inspection by MCCS at all reasonable times during the period of the Contract, and for three years from the date of the expiration of the Contract. Copies, if requested, shall be furnished to MCCS.

13. **GOVERNMENTAL REQUIREMENTS.** Contractor represents and warrants that all subcontractors and persons under Contractor’s direction or control will comply with all governmental ordinances, laws and regulations in connection with the work performed under the Contract.

14. **FORUM AND GOVERNING LAW.** The Contract shall be governed by the laws of the State of Maine as to interpretation and performance, and Contractor agrees to adjudicate in Maine all disputes relating thereto.
15. **MCCS HELD HARMLESS.** Contractor agrees to indemnify, defend and hold harmless MCCS, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of the Contract; from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of the Contract; and against any liability, including costs and expenses for attorney's fees, for violation of proprietary rights, copyrights, or rights of privacy, arising out of publishing, translating, reproducing, delivering, performing, using or disposing of any data furnished under the Contract, or based on any libelous or other unlawful matter contained in such data.

16. **TERMINATION.** Performance of work under the Contract may be terminated by MCCS in whole or in part whenever for any reason MCCS determines that such termination is in the best interest of MCCS. Any such termination shall be effected by mailing to Contractor a Notice of Termination specifying the extent to which performance of the work under the Contract is terminated and the date on which such termination becomes effective. The Contract shall be equitably adjusted to compensate Contractor for any unmitigatable costs of work in progress at the time of such termination.

17. **MODIFICATIONS.** Any modification of or addition to the terms of this Contract and/or Rider shall be in writing signed by College/MCCS and Contractor.

18. **ENTIRE AGREEMENT.** The Contract and this Rider contain the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained in the Contract or Rider.