Commonwealth of Virginia
Virginia Information Technologies Agency

COMPUTER BASED TRAINING PRODUCTS & SERVICES

Optional Use Contract

Date:	May 22, 2008
Contract #:	VA-080505-EKC
Authorized User:	State Agencies, Institutions and Other Public Bodies as defined in the *Code of Virginia*, §2.2-4304
Contractor:	Element K 500 Canal View Boulevard Rochester, NY 14623
FIN:	16-1599429
Contact Person:	Julie Hall Phone: 703-764-1670 Fax: 585-240-7760 Julie_hall@elementk.com
Contract Discount From Price List:	See attached "Pricing Schedule" - Exhibit A
Term:	May 6, 2008 – April 30, 2010
Payment:	Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Doug Crenshaw
Phone: 804-416-6160
E-Mail: doug.crenshaw@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT # VA-080505-EKC

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date

Virginia Information Technologies Agency

COMMONWEALTH of VIRGINIA

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
SUPPLY CHAIN MANAGEMENT
11751 Meadowville Lane
Chester, VA 23836

INVITATION for BID: IFB 2008-08 R

Date Issued: March 5, 2008 Date/Time Due: Mar. 20, 2008 @ 2:00 pm Public Opening Date/Time: Mar. 20, 2008 @ 2:15 pm

THIS PROCUREMENT IS BEING CONDUCTED ON BEHALF OF VITA AND OTHER PUBLIC BODIES.
Sealed Bids for furnishing the Products and/or Services set forth in this Solicitation will be returned to the Issuing Office address above.
This is an advertised Solicitation consisting of the Adobe PDF file as posted in eVA, which contains(1) This page; (2) Solicitation Instructions; (3) Contract Terms and Conditions and all Exhibits thereto; and any other amendments, provisions, representations, certifications or specifications as are attached or incorporated thererein by reference.

SUPPLIER

COMPANY NAME:	**Element K**	**SALES CONTACT:**	**Julie Hall**
ADDRESS:	**500 Canal View BLVD**	**TITLE:**	**Regional VP, Sales**
		PHONE NO:	**(703) 764-1670**
CITY/STATE/ZIP:	**Rochester / NY/14623**	**FAX:**	**585-240-7760**
FEIN:	**16-1599429**	**E-MAIL ADDRESS:**	**Julie_hall@elementk.com**
WEBSITE URL:	**www.elementk.com**	**Signature:**	

COMPUTER BASED LEARNING PRODUCTS and SERVICES

Products/Services:	**Computer Based Training Products and Services**
Authorized Users:	**State agencies, institutions and other Public bodies as defined in VA Code § 2.2-4304.**
Contract Term:	**Two (2) years, with three optional one (1) year renewals**
Pricing:	**SEE Exhibit "A"**
Delivery:	**7 days After Receipt of Order (ARO), or as stated in order**
Shipping Costs:	**FOB Destination**
Pricing:	**Government and Education discounts taken from Index list price (see Pricing Schedule)**
Warranty:	**Standard warranty**
Orders:	**Order Process Required: via eVA Direct Order (preferred) or Local Purchase Order**

VITA SCM Contacts:

Solicitation
George S. Goodman, Jr.
Voice: (804) 416-6162
Fax: (804) 416-6361
E-mail Address george.goodman@vita.virginia.gov

Contract Administration/Compliance
Charles Townes, Acting Contracts Manager
(804) 416-6088
(804) 416-6361

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

COMMONWEALTH *of* VIRGINIA

Lemuel C. Stewart, Jr.
CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

George Goodman
804-416-6162

March 24, 2008

IFB #2008-08R
MEMORANDUM: All Potential Bidders
Re: Amendment # 2 to the IFB
Note: All potential bidders should sign this document in the space provided and return

The Solicitation documents, IFB #2008-08 for Computer Based Training and its Pricing Spreadsheet, issued on February 29, 2008 were previously amended on March 5, 2008.

The attached changes are made to the terms and conditions of IFB 2008-08R for Computer Based Training via this amendment #2.

The Due Date and Time of the IFB is here by changed to 2:00 pm on March 27, 2008.

_____
George S. Goodman, Jr., Sourcing Specialist
Supply Chain Management, VITA

By signing and returning this document the bidder acknowledges all the changes incorporated herein.

Name of company: Element K_____ Date:_____3/26/08_____

Signature:_____

Title:__Regional VP, Sales_____ Telephone:____ (703) 764-1670_

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Executive Summary

After reviewing the requirements outlined in the IFB, Element K is pleased to propose a solution based on our best in class e-learning courses, online references, and KnowledgeHub delivery platform, combined with implementation consulting from Element K's Learning Services practice, to ensure that the program is rolled out successfully, and managed to maximize utilization and customer satisfaction.

The components of the Element K solution are:

- ✓ Over 26 years experience in delivering high quality products and services to customers similar to The Commonwealth of Virginia.

- ✓ e-learning Courses: comprehensive coverage of desktop computing, IT topics such as networking, programming, and web development, and business and professional development. Element K courses feature our SPARK eLearning instructional design model, which represents the state of the art adult learning, cognitive psychology, and multimedia design to maximize instructional effectiveness.

- ✓ Microsoft Relationship: Element K is the only authorized channel for Microsoft desktop courses. We write the content, print the books, create the online courses, host and run Microsoft's e-learning website. If an agency, training center or corporation wishes to buy authorized Microsoft training the most recent, relevant courses are only available from Element K. Here is the link the site that we created and host for Microsoft.

    - https://www.microsoftelearning.com/

- ✓ KnowledgeHub delivery platform: A fully hosted, zero-maintenance SaaS (software as a service) learning management platform, KnowledgeHub provides comprehensive administration functionality to effectively manage a large-scale deployment like the Commonwealth of Virginia. KnowledgeHub is well suited to administer a decentralized program like Virginia, because of its ability to manage multiple organizations, provide customization at the organization level, and distribute administration tasks. Tracking and reporting is comprehensive and flexible as well.

- ✓ Learning Consulting: Element K maintains several consulting practices to help our customers make their learning programs successful. We recommend a "Planning and Implementation" consulting engagement, which will put a team of experienced consultants specializing in e-learning program rollout at the Commonwealth of Virginia's disposal to share best practices.

- ✓ Customer Service: By having a direct relationship with Element K you have direct access to all of Element K's resources. As your training needs grow Element K can meet those additional training needs with services such as, custom development, compliance training, getAbstract and content integration. Making a decision to go with Element K now leaves your options open for the future.

Element K can deliver maximum business benefits to the Commonwealth of Virginia, by providing comprehensive course coverage, and a delivery platform that can scale to meet all of the learning needs of the agencies. Engaging our learning consultants means that Element K is truly partnering with Virginia. Element K is willing to take a full stake in making the program a success, and we know we can deliver.

What sets Element K apart is our ability to tailor our learning solution to our customers; in this case not only the Commonwealth of Virginia program, but the agencies as well. Technology leaders like Cisco, Microsoft, Adobe, Novell, and IBM, have partnered with Element K to provide customized e-learning portals and courses, and this experience can be leveraged for the State.

Here are several other items to consider regarding Element K's value to the Commonwealth of Virginia:

- ***No risk of issues with respect to responsiveness or ease of use of the system from an online delivery perspective***

  - ✓ *Element K has a 99% uptime guarantee. And since we have over 3 million users using our system, we simply can't afford for it to go down for the Commonwealth of Virginia or any of our other users as well. Because of this, full disaster recovery as well as backup systems are in place to ensure our system is available and highly responsive for your users. Element K also has over 15 years experience developing and delivering e-learning to our client base. That experience has allowed us to refine our system over the years. The result is a highly intuitive system for learners who are not normally accustomed to distance learning.*

- ***Capability to expand into alternative learning modalities as the Commonwealth of Virginia expands its learning requirements***

  - ✓ *Element K is eager to show VITA the potential functionality that can be added on to the base solution. For example, virtual classrooms, wikis, podcasts, virtual laboratories, collaboration, multiple languages, etc… are available, and we have many new and exciting enhancements on the way as well.*

Element K is uniquely positioned to meet all of the Commonwealth's essential needs and is eager to demonstrate our capabilities should we be chosen to provide an onsite demonstration of our system and overall capabilities.

In Summary:

Element K strongly believes we have the most cost-effective learning solutions available on the marketplace today. We look forward to our next steps working with VITA on this exciting opportunity.

Tom LeGrone

Senior Account Executive

Element K Corporation

Virginia Beach, VA

757-962-7757

SOLICITATION INSTRUCTIONS

A. Explanation to Bidders

Any request for clarification or explanation regarding this solicitation, including the specifications, terms and conditions, or Pricing Exhibit, must be submitted in writing to the Single Point of Contact (SPOC) identified on the cover page of this solicitation not later than five (5) days prior to bid opening.

BIDDER IS STRONGLY ADVISED TO READ THESE INSTRUCTIONS, REVIEW THE PRICING EXHIBIT located at "A", AND READ ALL TERMS AND CONDITIONS PRIOR TO SUBMITTING A BID. BIDDER IS FURTHER ADVISED TO CHECK THE VIRGINIA E-PROCUREMENT WEBSITE (http://www.eva.virginia.gov/) FOR ANY AMENDMENTS OR CHANGES TO THIS SOLICITATION. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA) (§§ 2.2-4300 et seq. of the ***Code of Virginia)***.

Any explanation from VITA will be in the form of an amendment to the solicitation (see "AMENDMENT OF SOLICITATION" below). Oral explanations or instructions given before the award of a contract will not be binding.

eVA, the Virginia e-procurement website, located at http://www.eva.virginia.gov/, also provides information about acquisitions conducted by VITA for Information Technology-related products and services. Bidders are invited to check eVA regularly. This solicitation and any related documents are available from eVA.

B. Amendment of Solicitation

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to eVA.

If the bid opening date is extended, the new date and time will be clearly shown on the face of the amendment.

Bidder is required to sign and return a copy of any and all amendments with its bid to indicate that it has a copy of the document(s) and is aware of the changes made.

C. Preparation of Bid

Bid shall be submitted on the forms furnished unless otherwise specified in the solicitation and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Bids submitted by electronic means (e.g., e-mail, fax) other than eVA will not be considered. Bidder may not submit multiple (additional or alternate) bids in a single envelope.

Bidder is required to enter its Federal Employer Identification Number (FEIN) in the space provided on the cover page of this solicitation. Failure to enter a number in the space provided or to provide a correct FEIN may delay award or result in VITA determining that the Bidder is not able to conduct business with the Commonwealth. It is the Bidder's responsibility to provide the correct FEIN and to keep VITA updated as to any changes in Bidder's status.

The Pricing bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the Pricing Exhibit unless otherwise specified therein. The Pricing Exhibit A may be a representation of some sub-group of contract line items used simply for evaluation purposes, thus creating a "Market Basket" of contract items.

This may be done in cases where a fixed contract discount percentage or other discount schedule is requested (such as separate government and education pricing/discounts) instead of actual line item prices. If discount pricing is requested, the discount bid must be taken from a publicly available price list (such as an OEM/publisher's "List Price" document or GSA Schedule).

Where the Pricing Exhibit A explicitly requires that the Bidder bid on all items (i.e., an all-or-none requirement), Bidder's failure to do so will disqualify the bid. When submission of a price on all items is not required, Bidder should insert the words "no bid" in the space provided for any item on which no price is submitted.

Bidder shall include with its bid a signed copy of the Certification Regarding Lobbying which is provided as Exhibit C to this solicitation.

Additional bids may be submitted, when in the Bidder's judgment it can provide more than one solution which meets the required specifications of the procurement. Any additional bid shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. An additional bid shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the additional bid.

BIDDERS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BIDS AND ANY MODIFICATION TO

TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF ITS BID.

D. Submission of Bids

TO BE CONSIDERED, A BID MUST BE RECEIVED AT THE ISSUING OFFICE ADDRESS ON OR BEFORE THE DATE AND HOUR DESIGNATED. If hand carried, deliver to the VITA receptionist located at the Issuing Office address indicated on the cover page of this solicitation. Bidder must pay particular attention to ensure that the bid is properly addressed. VITA is not responsible if the bid is not properly addressed. VITA is not responsible if the bid does not reach the Issuing Office's address specified by the date and time identified on the cover page of this solicitation. Sealed bids received after the date and hour specified are automatically disqualified and will not be considered. All bids must be sealed, addressed to the address shown as the Issuing Office of the solicitation, and marked on the outside of the Bidder's envelope as in the example below. Failure of the Bidder to comply with the aforesaid sealing, addressing, and marking requirement may result in a premature opening of, or a failure to open, the bid.

From: Name of Bidder, Street or Box Number, City, State, ZIP Code Due Date
IFB No.

Submission of a "no bid" is neither required nor requested.
By submitting a bid, Bidder certifies that it is not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor is Bidder an agent of any person or entity that is currently so debarred.

E. Registration with eVA

In order to be awarded any contract as a result of this solicitation, Bidder is required, by date of award, to be registered with eVA. If already registered with eVA, Bidder is advised to print the eVA page which lists its firm name and submit it with the bid response. If not registered, Bidder is advised to register at http://evaregishelp.dgs.virginia.gov.

Bidder is advised to print a copy of the completed registration confirmation and submit it with the bid response.

F. Late Bids, Modifications of Bids Or Withdrawals of Bids

Any bid received at the Issuing Office designated on the cover page of this solicitation after the exact date and time specified for receipt will not be considered for award.

A bid may be amended and/or withdrawn by a Bidder if the office issuing the bid receives a written request to amend or withdraw such bid before the date and hour for receipt of bids set forth on the cover page of this solicitation. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall constitute the withdrawal of any prior bid submitted by the same Bidder on the same solicitation, unless specified otherwise.

G. Public Opening of Bids

Bids will be publicly opened at the time and date specified on the cover page of this solicitation. Bids will not normally be evaluated at the bid opening. All bids will be opened at the Issuing Office location shown on the cover page of this solicitation.

H. Demonstrations and Investigations

VITA reserves the right to require a Bidder to demonstrate, to the satisfaction of VITA, that the products or services offered will perform in a completely acceptable manner and will meet or exceed the specifications referenced in the solicitation. The demonstration site and time will be subject to agreement between VITA and Bidder.

VITA may make such reasonable investigations as deemed proper and necessary to determine the Bidder's qualifications to perform services or furnish the goods as outlined in this solicitation. The Bidder shall furnish to VITA all such information for this purpose as may be requested. VITA reserves the right to inspect the Bidder's physical facilities prior to award to satisfy questions regarding Bidder's capabilities. VITA further reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy VITA that such Bidder is qualified to carry out the obligations of the contemplated contract.

I. Pricing

Bidder is required to complete and submit the Exhibit A, Pricing included in this solicitation.

J. Contract Terms and Conditions

The terms and conditions contained in Exhibit D are mandatory and are the only terms and conditions that will govern any contract awarded as a result of this solicitation. Any modification, addition, clarification, or change to the mandatory terms and conditions by the Bidder shall cause the bid to be rejected.

If the Bidder includes additional terms and conditions, regardless of form, they will not be considered by VITA and will have no consequence to any resulting contract.

Neither VITA nor any public body which may place an order pursuant to any contract resulting from this solicitation is authorized to sign or execute any additional contract, license or other agreement, including shrink-wrap Software, containing contractual terms and conditions as a result of this procurement. Any documents signed by persons other than the individuals identified on the cover page of this solicitation, or individuals having contractually binding authority of the bidder, shall not be binding on VITA or any other public body. Bidder is encouraged to carefully read all of the Terms and Conditions prior to submitting a bid.

K. Bid Validity Period

Any bid submitted in response to this solicitation shall be valid for ninety (90) days. At the end of ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it shall remain in effect until an award is made or the solicitation is canceled.

L. Award of Contract

An award, if made, will be up to a total of four (4) responsive and responsible Bidders per category; three (3) with the lowest total price for the items listed on the Exhibit A, Pricing and one award may be made to a certified DMBE small business offering a reasonable price that is other than the lowest bidder.

VITA and any other public body or authorized user to place an order pursuant to any contract resulting from this solicitation reserve the right to purchase additional quantities of any of the items listed at the price quoted, or at a lower price, at any time during the term of the contract, if any, resulting from this solicitation, including any extensions thereto.

Pursuant to § 2.2-4318 of the Code of Virginia, VITA reserves the right to negotiate with the lowest responsive and responsible Bidder if such Bidder's bid exceeds available funds. VITA reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making an award or awards, whenever it is deemed in the sole opinion of VITA to be in the best interest of the Commonwealth.

VITA, in its sole discretion, may not make an award to any Bidder who is not current with its Industrial Funding Adjustment (IFA) payments as of the date of the award. Pursuant to §2.2-4321.1 of the Code of Virginia, and except as provided therein, VITA is prohibited from awarding a contract to any Bidder who owes back taxes to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, is debarred from being a contractor to the Commonwealth of Virginia.

No award shall be made pursuant to this solicitation to any Bidder who, as of the date of award, appears on any of the Lists of Parties Excluded from Federal Procurement and Non-procurement Programs. Any Bidder awarded a contract pursuant to this solicitation who becomes a party excluded from Federal Procurement and Non-procurement Programs is hereby notified that its status as such a party shall be grounds for termination of its contract.

M. Award Notices

Upon the completion of evaluation, and if VITA determines to make an award, VITA will post a NOTICE OF AWARD (NOA). The notice will be publicly posted ten (10) days on eVA. TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED. Results will be made available in eVA as soon as a decision is made.

N. Anti-Collusion Certification

By Bidder's signature on the face of its bid, Bidder certifies that its bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Bidder understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and Bidder's representative certifies that he or she is authorized to sign the bid for the Bidder's firm.

O. Protests of Awards

All protests of awards shall be conducted in accordance with the provisions of the VPPA and VITA's Alternative Dispute Resolution procedure.

P. Bidder Trade Secrets or Proprietary Information

VITA reserves the right to use information submitted in response to this document in any manner it may deem appropriate in evaluating the responsiveness and responsibility of the Bidder. Ownership of all data, materials, and documentation originated and prepared for VITA pursuant to this solicitation shall rest exclusively with VITA and shall be subject to public inspection in accordance with the §2.2-4342 of the Virginia Public Procurement Act and the Virginia Freedom of Information Act.

Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 of the Code of Virginia shall not be subject to the Virginia Freedom of Information Act (§ 2.2- 3700 et seq.) if the bidder, offeror, or contractor requests protection of such trade secrets or proprietary information by the following:

i). invoking the protections of this section in writing prior to or upon submission of the data or other materials,

ii). identifying specifically the data or other materials to be protected, and

iii). stating the reasons why protection is necessary.

FAILURE TO COMPLY WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO SUPPLIERS OR THE PUBLIC AS PROVIDED FOR IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

Bidder must provide as a separate appendix to its bid a list of all pages in the bid that contain proprietary information and the reason it deems such information proprietary. Only pages referenced in that list will be treated as proprietary. The classification of an entire bid as proprietary or trade secret, or the classification of line item prices as proprietary or trade secret, is not acceptable and may be deemed non-responsive. Bidder may be asked to provide a fully redacted copy of its bid on CD-ROM and hardcopy to be utilized in those circumstances where public bid review is needed.

Q. Alternative Dispute Resolution

By signing and submitting a bid under this solicitation, the Bidder agrees to submit any dispute, protest, or appeal of a protest denial to VITA's alternative dispute resolution procedures. Such use of VITA's alternative dispute resolution procedures shall be concurrent with and not in lieu of the Bidder's other statutory protest appeals outlined in §§2.2-4364 and 4365 of the Code of Virginia.

R. Small, Woman, and Minority (SWaM) Owned Businesses and Service-Disabled Veteran-Owned Businesses

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities as well as businesses owned by service-disabled veterans and to encourage their participation in State procurement activities. The Commonwealth encourages all suppliers to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

A supplier which is a SWaM business or a business owned by a service-disabled veteran, and is registered with the Department of Minority Business Enterprise (DMBE), should include a copy of its certification or its certification number in its proposal.. A Supplier which is a SWaM business or a business owned by a service-disabled veteran but which is not registered with DMBE, can register at http://www.DMBE.virginia.gov.

If Supplier intends to utilize subcontractors to provide any good or service under its contract then Supplier shall provide a Small Business Subcontracting plan. If Supplier does not plan to use subcontractors in executing a contract resulting from this IFB, Supplier shall so state.

By the 10th day of every month, Supplier shall submit to VITA the Small, Woman, and Minority Owned Business (SWaM) Subcontracting Monthly Report (template available at http://www.vita.virginia.gov/procurement/documents/SWaMSubcontractingReportTemplate.xls Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or service under this Contract. Supplier shall submit the report to **SWaM@vita.virginia.gov**. The SwaM subcontracting report should also include spend on all Supplier's contacts with second-tier suppliers who may be small businesses owned by service-disabled veterans.

S. Solicitation Description and Invitation For Bid Process.

VITA will use the competitive sealed bidding process for this solicitation. Bidders must submit their responses in a sealed package; clearly marked **"IFB #2008-08R"** with the Due Date and Time clearly marked.

The solicitation consists of:

- IFB 2008-08R Cover Page
- Solicitation Instructions
- Exhibit A - Pricing
- Exhibit B - Requirements
- Exhibit C - Certification Regarding Lobbying
- Exhibit D – Contract Terms and Conditions

VITA reserves the right to initiate any inquiries and conduct any tests it may deem advisable and to make all evaluations necessary. VITA also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of VITA to be in its best interest.

VITA, in its sole discretion, will **accept** or **reject** each Response, based upon each bid's responsiveness, the responsibility of the bidding firm, and Qualifications of the Bidder.

Bidders will be notified of the results of this competitive procurement when the Notice of Award is posted in eVA. Verbal or telephonic inquiries regarding the status of bids will not be accepted.

T. Contract Terms and Conditions

See the electronic document entitled "IFB 2008-08R Computer Based Training.doc" posted with this solicitation at the eVA website. Exhibit D contains the mandatory Contract Terms and Conditions. Bidder shall print a copy of the requested sections of the solicitation document, including any and all exhibits, attachments or amendments thereto, and include such copies with all required signatures, with its bid response.

Element K will complete our review of the Virginia Commonwealth Terms and Conditions upon receiving the clarifications and additional information requested.

EXHIBIT B: SECTION 1: IFB PROCEDURES

A. Purpose

The purpose of this Invitation for Bids is to establish a statewide contract for the purchase of computer based training (CBT) courses, materials and related services by Commonwealth entities, hereinafter called Authorized Users[1].

For purposes of this solicitation, CBT offerings are divided into two (2) course categories,

- Information Technology (IT) Professional Development,
- Desktop Applications/End User Computing.

A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.

Contract usage or purchase volume is uncertain for the awarded contracts. These contracts will be optional-use contracts. An award does not guarantee any purchase by a Commonwealth of Virginia Authorized User.

B. Scope

This document contains the instructions governing the bid offer being submitted and the material and format in which bid offers are to be structured. Also included are mandatory contractual terms and conditions.

1. GOVERNING DOCUMENTS

The governing documents for this solicitation shall be only the most recently dated solicitation as issued and published on the DGS website at: *www.http://www.eva.virginia gov* . These files include the IFB 2008-08 solicitation documents and MS Excel spreadsheet file for use in submitting the pricing and other data, as well as any and all appendices, attachments, answers to vendor questions, amendments and other pertinent documents if and as appropriate.

[1] Any state agency, institution of higher education, locality or local school division, political subdivision or other public body as defined in the Code of Virginia, §2.2-4304.

C. Pre-Bid Conference

None.

D. Vendor Understanding of Requirements

It is the Bidder's responsibility to inquire about and clarify any requirement of this IFB that is not clearly understood by the Bidder. Verbal questions are discouraged as verbal answers provided are non-binding to this solicitation. The Commonwealth will not be bound by any verbal responses to questions. All inquiries concerning this IFB should be submitted in writing to:

George S. Goodman
Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836

All written inquiries must be received by the Issuing Office on or before the close of business, March 14, 2008. E-mail is preferred. Please direct e-mail, with "IFB 2008-08R" in the Subject line, to the attention of : George S. Goodman. at this e-mail address:

George.goodman@vita.virginia.gov

No further written inquiries will be accepted after the above referenced date. In the event the due date of this solicitation is changed, for whatever reason, further written inquiries must be received within sufficient time prior to the revised due date so that written amendment(s) can be issued in eVA.

E. Identification of Bids

The cover page of the solicitation must be returned, bearing the authorized signature of a responsible representative of the bidder, and other requested information on that page, including the offering firm's Federal Identification Number (FIN). One paper copy of the complete bid offer, including pricing must be submitted for contractual purposes. Bid offer must also be submitted on CD-ROM discs, and shall be clearly marked on the outside cover of all envelopes, boxes, CD-covers or packages, and also on the individual CD-ROM discs themselves, as follows:

From: Name of Bidder
Street or P.O. Box Number
City, State, Zip Code
IFB Number 2008-08R
(Bid offer, Redacted Bid Offer or Pricing Spreadsheet)

The CD-ROM discs must be individually labeled with their contents. The labeling information should be printed on the CD-ROM media.

F. Oral Presentation/Demonstration

An oral presentation and or demonstration by the Bidder may be required. If an oral presentation/demonstration is required to clarify or substantiate any area contained in the bidder's response, the Issuing Office will schedule a time and place for the presentation. The bid offer must be complete in all respects, as oral presentations and demonstrations MAY NOT be scheduled. All costs incurred by a Bidder to provide oral presentations/demonstrations are the responsibility of the Bidder.

G. Bid Format

When preparing a bid offer, bidders must adhere to the following general instructions in order to bring clarity and order to their solicitation response and the subsequent evaluation process. The bid offer is to be delivered in several parts or elements, all within a single main response envelope labeled with the Bidder Firm name and the Solicitation number. All parts are to be submitted, both paper/hard copy and separate CD-ROM discs, each clearly and appropriately labeled. The required bid elements are as follows:

1. The first element is the cover sheet of this solicitation document. It must be signed by the Bidder's contractually binding authority, and must be submitted to the issuing Office identified on the face page of the solicitation. The firm's address, contact person and other information, including the firm's FEIN must also be entered in the spaces provided on this page.
2. One complete paper/hard copy of each separate bid offer, including the complete solicitation document, and hard copies printed from all files submitted on CD-ROM, must be submitted in a sealed envelope labeled *"IFB 2008-08R Bid Response – Paper Copy."* The paper/hard copy documents will be used for contractual purposes when making a bid award.
3. All CBT courses and related services offered must be listed in a **Listing Spreadsheet**. This Listing must include the information shown in the table below. A complete CBT product and optional service(s) listing shall consist of all:
   - CBT courses/products offered.
   - Related services offered.
   - Bid prices offered (derived from the Cost Ratio and URL, both from the **Pricing Spreadsheet**)
   - URL of Publisher's web page(s) where pricing can be verified and information and descriptions of CBT courses offered can be viewed.

All document(s) file(s) must also be submitted in an appropriately labeled sealed envelope, in MS Word format on an appropriately labeled CD-ROM disc, in a Table formatted as follows:

Company Name	*Course Title*	*Delivery Medium*	*Course ID#*	*Bid Price (CR x IP)*	*Cost Ratio*	*Index Price*	*Index URL*
Sample Co.	MS Word 2003 – Level 1	1 user, CD-ROM	Pl-111222c	$77	.77	$100	www.sampleco.com/msword/111222.html

4. **Pricing Spreadsheet**, (see Section 2). The Pricing Spreadsheet (downloaded from the eVA website) is to be submitted on a clearly marked CD-ROM disc. The Pricing Spreadsheet must be delivered in accordance with instructions contained in Section 2. Be advised, you are required to download a MS Excel spreadsheet file for your required use in submitting this cost information. You must follow the instructions given for downloading and supplying required information and costs by inserting data into the spreadsheet file supplied at the eVA website (see Section 1.10). This cost information must be submitted in MS Excel format, and only one CD-ROM disc is required.
5. A redacted bid offer, but only if necessary, for identification of proprietary information. The revised bid offer, with proprietary information redacted, is to be submitted on a separate CD-ROM disc. Data that has been removed must be so noted and there must be an explanation for each item removed as proprietary. NOTE: IT IS NOT ACCEPTABLE TO MARK AN ENTIRE DOCUMENT AS PROPRIETARY. IT IS ALSO UNACCEPTABLE TO MARK THE BID PRICING AS PROPRIETARY.

6. If the Bidder is not the Publisher or OEM of CBT products offered, the Bidder must supply a hard copy, written confirmation, signed by a responsible person from the Publisher or OEM, that states that the bidder is an authorized reseller of all Publisher or OEM products and services offered.

H. eVA Website

The Commonwealth maintains an e-procurement portal at http://www.eva.virginia.gov. Bidders are requested to check this site prior to submitting bids, in the event the solicitation is amended or extended. Failure to check for amendments does not relieve the Bidder from complying with all terms of any such amendment.

EXHIBIT B: SECTION 2 - MANDATORY REQUIREMENTS

A. 1. CBT Categories and Requirements

The Commonwealth is seeking to establish multiple Statewide Master Contracts in two CBT categories. The categories are:

a. **Information Technology (IT) Professional Development,**
b. **Desktop Applications/End User Computing.**

B. A "market basket" sample of courses is listed in the "Pricing Spreadsheet" for award and evaluation purposes. However, this sampling is not intended to limit the bidder's course offerings and bidders are encouraged to list as many courses as they want to be included under a proposed contract, if so awarded by VITA.

c. The following mandatory requirements apply to these categories:

- The minimum number of course offerings to be listed in each category to be considered for award shall be:
  - 200 IT Professional Development courses
  - 200 Desktop Apps/End User Computing courses

- The following delivery mediums must be provided, but are not limited to:
  - DESKTOP based: (DISKETTE/CD-ROM/DVD-ROM (or other recorded, mailable medium)
  - WEB based: (Internet/Intranet, online or downloadable)
  - LAN based: (Customer Server, online or downloadable)

Element K offers courses via a CD ROM format, Web based via our fully hosted software as a service KnowledgeHub learning management system and via our Content Server system for organizations that already have a learning management system in place.

- The following course features must be provided, but are not limited to:
  - Skill Assessments
  - HELP feature
  - Book-marking
  - 30 Day No-Cost Preview
  - Administrative features:
    - registration
    - tracking
    - reporting

Element K courses offer skill assessments. Our KnowledgeHub learning management system provides book-marking, assessment creation and configuration and help feature functionality. KnowledgeHub also comes equipped with a robust set of Administrations features as outlined below.

Assessment overview
To assess the amount of learning that has occurred through a training program, Element K provides both pre- and post- assessment to validate the learner's understanding of the course material. The assessment item is used to determine whether a learning objective has been met. It matches the objective in both performance and conditions. We typically offer 3 – 5 assessment items for each performance outcome. Assessing at this level moves the evaluation beyond learner satisfaction and attempts to assess the extent students have advanced in skills, knowledge, or attitude. This prescriptive assessment capability then recommends topics within the course based on Student performance. Assessment is delivered in a SCORM compliant package and does not require a back-end database for delivery.

The system provides an extensive set of assessment customization options that can be applied to one or more assessments. These features include:

- Passing score
- Question randomization
- Number of attempts
- Time limit
- Display correct answer to learner
- Display question-specific feedback
- Custom messaging (pre and post)
- Email customization (pass and fail)

Help features
The KnowledgeHub LMS provides a help center page with links to Element K's live text chat support, contact numbers and email addresses, along with FAQs covering all of the major areas of assistance required by e-learning users.

Administrative Site Overview
Administrators can use the KnowledgeHub administrator site to configure and manage all aspects of the training experience for their students. The site provides access to the following features:

- **User Management** – Create, edit, and import/export student accounts. Create and edit administrator accounts, assign administrator roles and rights. Create, edit and manage groups.
- **Content and Catalog Management** – Create, upload and manage all catalog items. Assign (and unassign) content to students. Create and manage development paths. Require and recommend catalog items and development paths to students.
- **Classroom Management** – Schedule the date, time and location of classroom sessions, and manage the registration, waitlisting and completion status of students.
- **Virtual Classroom Management**- Schedule the date, time of virtual classroom sessions, and manage the registration, waitlisting and completion status of students. KnowledgeHub's virtual classroom feature utilizes Adobe Connect as its classroom tool.
- **Site Customization** – Customize the student experience by uploading a logo, creating custom welcome messages, and creating on-site messages for students. Define custom fields to store organization-specific data about your students.
- **Site Management** – Customize and configure the KnowledgeHub system to meet specific organizational needs. Configure security options such as password composition and SSL support. Configure catalog display, media player detection, assessments, and other system behaviors.

- **Reporting** – Define and run standard reports provide a view into attendance, completion, and other student activities. (see additional details below)
- **Course Authoring**– Create self-paced courses that are specifically geared to the needs of your students. (see additional details below)
- **Assessment Authoring** – Create questions, question pools, and assessments to evaluation the knowledge of your students.

The Administration site is set up with an Admin hierarchy, a super Training Admin has the ability to set roles and rights for all other non-super Admins by pre-defined roles or individual rights.

Reporting Capabilities
KnowledgeHub provides a series of standard reports covering common administrator needs such as student management, student progress and completion and training management. These reports can be viewed online or exported to CSV format for use in external applications or business analytics tools.

Custom reporting
Element K can also develop custom reports to provide services such as scheduled reports, automated delivery and custom formats. It is also possible to establish filters by a specified date range, by student personal information, or custom fields.

Standard Reports
The following standard reports are available via the administration site:

Detail Reports
Enable you to report on one organization within your own organizational hierarchy. The results that display are based on groups and students you can access in the organization you select. Information about organizations belonging to the selected organization does not display in the detail report.

Student Login Activity Report
Shows general statistics for student site activity at the student level. Details include dates of first and most recent logins, number of logins, and number of students logged into the site. Summary data is also provided at the group and organization levels.

Attendance Activity Report
Provides attendance data for students accessing courses. Details are included for each student listing the courses attended, completed, registered, required, and recommended. Summary data is provided at the student, group and organization levels.

Course Completion Report
This report displays course completion information at both the group and organization level. Completion detail is also provided at both the student and course levels.

Stand-alone Assessment Report
Provides summary level activity for completed stand-alone assessments and history detail for each stand-alone assessment and each student. Detail includes the scores on assessments completed and percent improvement between each assessment.

Credential Report
Provides credential and student information at both the summary and detail level.

Reference Activity Report
Enables you to display the number of students at the group and organization level who use reference materials, the total number of references accessed and summary information by reference or by student.

Offline Activity Report
Enables you to display topic download information for each course, for a specific date range, by student.

Brainbench Report
Provides activity data and scoring by exam or by student for Brainbench exams.

Course Assessment Activity Report
Provides summary level activity for completed course assessments and history detail for each course and each student. Detail includes the scores on assessments completed and percent improvement between each assessment.

Purchasing Activity Report
Provides purchase information at the organization, group and purchaser level, as well as payment information and order line item detail.

Session Information Report
Provides information for instructor-led courses and events that include the associated course title, registration start date, session start date, session end date, seats filled, and total seats in the session.

New Students Report
Provides the ability to list new students that have been added to the site. Detail includes the student's creation date and login information.

Security Report
This report can export details about the creation of new users, failed logins, changes to user access rights and other security considerations.

Summary Reports
Enable you to report on multiple organizations within your own organizational hierarchy. Summary results that display are totals for the selected organization and all child organizations belonging to it.

Student Login Summary Report
Shows summary information at the organization level about student site activity. Number of students logged on, number of times logged in, total logins and other information display by organization in this report.

Please also see the KnowledgeHub site overview provided in Element K Appendix B of this IFB.

C. Bid Pricing (Pricing Schedule)

1. PRICING WORKSHEET:

BIDDERS MUST SUBMIT BID PRICING WITHIN THE PROVIDED MS EXCEL FILE, located herein as Exhibit "A", WHICH BEARS THE NAME OF:

"IFB 2008-08R Pricing Spreadsheet.xlsm"

2. THIS FILE MUST BE DOWNLOADED FROM THE eVA WEBSITE LOCATED AT URL:

http://www.eva.virginia.gov/

(α) **THIS FILE MUST BE USED UNMODIFIED (EXCEPT For Bidder Information and Pricing) FOR SUBMISSION OF ALL BID PRICING ON THE CD-ROM DISC SUBMITTED IN RESPONSE TO THIS SOLICITATION. PRICING not organized in this manner may cause bid to be ruled non-responsive for failing to specifically address these requirements.**

The instructions for completing the two category worksheets are re-printed here.

INSTRUCTIONS: On the following worksheets, enter your firm's data per the following instructions:

NOTE: Sample data, shown in red font color, has been inserted as a guide on each sheet.

Enter your firm's name in the "COMPANY NAME" column.

Enter your firm's course data that most closely matches the provided titles.

Enter the course ID number, your part number, as appropriate.

Enter your firm's bid price in the "BID PRICE" column. (NOTE: Bid Price = Index Price x Cost Ratio)

Enter the Publisher's purchase price in the "Index Price" column.

Enter the Publisher's website URL in the "INDEX URL" column (where the published index price for the course can always be found).

2. EVALUATION OF PRICING:

Evaluated Cost (**EC**) for each CBT course/product offered will be determined by the numeric sum of bid costs for the Market Basket Sampling of 15 courses (for single course, for 2 to 25 courses and for 100 courses) listed in the Pricing Spreadsheet workbooks, for each category, separately. Ranking of bidders within categories will be ordered in ascending **EC** for the purpose of making multiple awards, up to a total of 4 awards (one of the four will be made to a SWaM supplier) within the two CBT categories.

Awards will be made based upon lowest cost total for the 25 sample courses listed (single user delivered, 2 to 25 user delivered and 100 user delivered pricing). Other courses may be offered and bidders are encourage to list as many other courses as they can provide using the price index they have calculated/offered.

3. PRICE CHANGES:

ALL PURCHASE PRICES SHOWN FOR CBT courses/products/services MUST BE NOT-TO-EXCEED PRICES. At no time during this agreement will a Contractor be allowed to exceed the prices offered in the IFB response, except as provided herein. The Master Contract pricing shall therefore be Not-To-Exceed (NTE) pricing. VITA will use the NTE prices in the following manner. Pricing will be tied to an Index (i.e.OEM publisher listed price, etc.). CBT courses/products/services purchase prices offered must be verifiable at the Publisher's or OEM's web site, from the Publisher's or OEM's web-published purchase prices. Government: (i.e. state and local, GSA) purchase prices are preferred, but the OEM's web-published purchase pricing for any class of customer (i.e. retail, etc.) may be utilized to index CBT courses/products/services offered. VITA will use the web-published pricing to calculate a CBT Cost Ratio (CR)[1]. For each training course, and related products and services, the web site URL identified for the OEM shall be the Index web site.

The CR will be determined by first calculating a contract dollar amount (CDA) equal to the purchase price offered. The CR is then calculated by dividing the CDA by the manufacturer's current published government purchase price (MPP). (Figures rounded to the nearest whole dollar.)

All subsequent contract item *purchase price* changes will be governed by the CR for the life of the Master Contract. Any new prices charged for product replacements, whether caused by manufacturer price changes, obsolescence, etc. shall maintain the CR established by the original CR calculation described above. (See example CR calculation below.)

(α) [1] **Example CR calculation**:

(β) Course ID# "X" purchase price offered is $109. Therefore, the CDA= $109.

(χ) The Publisher/OEM published government purchase price, for the same course ID#, is $149.99. Therefore, (using all rounded figures), CR = $109 / $150 = .726. (CR = CDA / MPP).

(δ) ***.73 (rounded)*** shall be the CR, for Course ID "X". This CR shall be maintained for the life of the contract for Course ID# "X".

(ε)

B. Product Substitutions

The Contractor may substitute or replace products that are of equal or greater value and equivalent or greater specification to existing contract items, as necessary, when the change is required due to the Publishers or OEM's course product/service changes. All changes must be reflected on the Index web site/page designated for that item prior to substitutions of contract items. All subsequent contract item changes, including price, will be governed by the CR for the life of the Master Contract.

C. URL Changes

It is the intent of the Commonwealth to be able to use all URL(s) supplied with the bid offer for the life of the contract. In the event that the URL provided cannot be persistently maintained, the contractor must notify the Contracts Officer, VITA of any and all changes to the index URL(s) 30 days prior to any changes. For award purposes, the URL provided on the printed hard copy will be used to calculate the Cost Ratios for courses/products/services offered. Should any change to the URL(s) provided with the bid offer be made prior to award, but after this solicitation's due date, bidder must notify VITA/SCM immediately. E-mail notification is preferred. Please direct e-mail, with ***"IFB 2008-08R, URL Change Notification"*** in the Subject line, to the attention of George Goodman at the following e-mail address:

George.goodman@vita.virginia.gov

and also follow up the e-mail message notification with an original hard copy mailed to:

Mr. George Goodman
Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836

D. Bid Evaluation Period

The Commonwealth may elect to conduct testing of products offered before the award of the Contract. All Bidders should be prepared to provide offered courses/products for such testing prior to award. Should the Commonwealth elect to test a Bidder's offering, the Bidder must provide one (1) evaluation unit for each course listed in the Market Basket sampling. The Delivery Medium specified in the Pricing Spreadsheet will determine how the product is provided for bid evaluation. If the Commonwealth determines that the Bidder's offering does not meet the specifications as stated in the IFB, the bid will be rejected. The Bidder shall be liable for all costs associated with the courses/products submitted for evaluation.

E. Warranty/Maintenance

Contractor shall provide a toll free technical support contact number where end user may obtain assistance with the installation, configuration and use of the CBT product identified in individual purchase orders for the duration of the contract term.

F. Use Restrictions

1. Title to all CBT products ordered under this contract shall remain solely that of the contractor.
2. Delivery medium specified shall determine how CBT products are to be licensed and used by the ordering Agency/Authorized Contract User(s). Usage rights extend to contractors employed by the ordering agency.

The ordering Agency is authorized to copy installed CBT products for backup and archival purposes only.

The ordering Agency shall be responsible for any and all problems arising from hardware or software compatibility problems arising from installation of the CBT product ordered. The contractor will assist in correcting any and all such problems to the maximum feasible degree.

H. eVA Business-To-Government Vendor Registration:

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.

a. eVA Basic Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: $25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of $500 per order.

d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are <u>not</u> DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

EXHIBIT B: SECTION 3 - DATA SHEET

A. Qualifications of Offeror: Bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.
B. Must be an authorized reseller and /or approved provider of the products and/or services by the manufacturer.
C. Must have provided similar products/services in a similar environment. Please record such information in reference blocks below.
D. Years in Business: Indicate the length of time your company has been in business providing products/services requested herein.

_____12_____ Years_____3_____ Months

E. References: Indicate below a listing of references for which your company has recently provided this type of services. Include the dates service was provided, the name, address and phone number of person VITA has permission to contact.

Client	Street Address and Email Address	Contact Person and Phone Number	Begin and End Dates of Service
✓ State of CaliforniaDepartment of General Services ✓ Department of Corrections and Rehabilitation ✓ Department of Fish and Game ✓ State Board of Equalization ✓ Department of Motor Vehicles ✓ California Public Employee Retirement System – CalPERS Department of Transportation - CalTrans	*Department of General Services* *707 3rd Street, 9th Floor* *West Sacramento, CA 95605* *shelia.dubose@dgs.ca.gov* *Department of Transportation* rita.allan@dot.ca.gov	Shelia DuBose Performance Consultant Training and Performance Enhance Section (TPES) Offc: 916.376.5125 Fax: 916.376.5380 Rita Allan, Dept of Transportation 562-413-4806	Currently providing service for over three years

Commonwealth of Pennsylvania	555 Walnut Street Harrisburg, PA 17101	Brenda Bobb 717 787-8767	Began December of 2007
State of South Carolina ✓ DHEC - Department of Health and Environmental Control (largest contract - $200K - 2 year upfront contract) ✓ Budget & Control Board ✓ CIO's office ✓ Commission for the Blind ✓ Dept of Revenue ✓ Dept of Education ✓ Dept of Juvenile Justice ✓ Dept of Social Services ✓ Public Service Commission ✓ Dept of Public Safety ✓ Vocational Rehab. ✓ Citadel ✓ University of SC	State of South Carolina 4430 Broad River Road Columbia, SC 29210 scoyner@cio.sc.gov http://cio.state.sc.us/itmo/contract/esp/e-Learning/e-Learning.html	Shirley Coyner IT Procurement Manager (803) 896-0437	Began 2006

Exhibit C: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Printed Name: ____Julie Hall_____

Organization: ____Element K Corporation_____

Date: _____3-26-08_____

EXHIBIT D: MANDATORY CONTRACTUAL TERMS AND CONDITIONS

INVITATION FOR BID (IFB) #2008-08

Element K will complete our review of the Virginia Commonwealth Terms and Conditions upon receiving the clarifications and additional information requested.

This Contract ("Contract") is entered into between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia, (hereinafter referred to as "VITA") on behalf of the Commonwealth of Virginia and other public bodies ("Authorized User") identified on the VITA order to which these terms and conditions are attached ("Order"), and the supplier identified on such Order ("Contractor"). This Contract shall be effective upon execution of the Order by VITA and Contractor.

1. SCOPE

Nothing contained in this Contract shall be construed as authority for either party to make commitments beyond the items set forth herein or on the Order.

2. INCORPORATED CONTRACTUAL PROVISIONS

The contractual provisions at the following URL are required provisions that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/StatutorilyMandatedTsandCs.pdf
The contractual claims provision §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.
The terms and conditions in documents posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Contractor is advised to check the URLs periodically.

3. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

4. Contract Term

The term of this Contract shall be two (2) years from the date of award by VITA with three optional one (1) year renewals at the sole discretion of the Commonwealth. Expiration of the term of the Contract shall not affect any perpetual license granted hereunder.

3. TERMINATION AND CANCELLATION

VITA may terminate this Contract, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason ("Termination for Convenience"). Upon Termination for Convenience, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for services rendered or products delivered by Contractor prior to the termination date.

VITA shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Contract,

i). the Contractor shall fail to deliver the equipment or services required by this Contract within the time limits set forth in the Contract, or

ii). the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract, or

iii). the Contractor shall default on any of the other terms set forth within this Contract.

If VITA or an Authorized User deems the Contractor to be in default, VITA or VITA on behalf of any Authorized User shall issue a "Show Cause Notice" identifying the failure/nonperformance and providing Contractor ten (10) days to cure such failure/nonperformance. If Contractor fails to answer the Show Cause Notice, or does not correct the deficiencies noted, VITA may immediately terminate this Contract, in whole or in part. Such termination shall be deemed a Termination for Default. In such event, the Commonwealth will only be liable for products and services accepted prior to the date of termination. All costs of de-installation and return of material will be the Contractor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent default on any provisions of this Contract.

Contractor shall submit for resolution any contractual dispute or order dispute to the Commonwealth according to the terms of the Disputes Section of this Contract. Termination of this Contract, for Convenience or for Default, shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has paid all fees for such license and unless Authorized User has terminated such license in accordance with this Contract.

4. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VITA, after due written notice to contractor, may procure the goods and services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that VITA or the Authorized User may have.

5.TERM OF LICENSE

All licenses granted under this Contract are purchased on a non-exclusive, non-irrevocable perpetual license basis and shall commence upon acceptance of the software by the Authorized User. It is expressly understood that "perpetual" license rights shall commence upon delivery of the Software to the Authorized User and shall exist in perpetuity unless otherwise terminated in accordance with the applicable provisions of the Contract. Notwithstanding the foregoing, VITA or the Authorized User may terminate any license at any time. This license is perpetual and in no event shall Contractor's remedies for any breach of this Contract include the right to terminate any license or support services hereunder.

6. TERMS OF USE

The rights of VITA or the Authorized User in software developed at private expense may be restricted by the Contractor in accordance with this Contract. At a minimum however, the Authorized User shall have:

iv). Unlimited use of such software on the equipment for which it is acquired or on any replacement equipment
whether or not of similar processing power;

v). Use of such software with a backup system if the system(s) for which or with which it was acquired is
inoperative because of a malfunction, or during an emergency, or the performance of engineering changes or
changes in features or model;

vi). The right to use such software at any Commonwealth installation to which the computer(s) may be transferred by the Commonwealth;

vii). The right to copy such software for safekeeping (archives) or backup purposes.

7. No Shrink Wrap

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for software, or the fact that such other agreement may be affixed to or accompany software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder (and any EULA addendum to this contract, if applicable).

8. WARRANTY

Contractor warrants the operation of the software identified in this Contract for a minimum of twelve (12) months, or such longer period as may be agreed to, after installation. Software that fails to operate in accordance with the Contractor's Proposal or published specifications will be returned, at Contractor's expense, for replacement. Contractor agrees to replace any non-conforming software within five (5) calendar days after its receipt of the returned software. Warranty service shall include, but not necessarily be limited to, detection and correction or errors, updating of all software to operate with all updated or revised versions of the operating systems for which the software is licensed, and provision of enhancements to the software as they are generally made available. Warranty charges shall include unlimited telephonic support and all travel, labor, and documentation necessary to maintain the software in accordance with Contractor's published specifications.

Contractor warrants the operation of the software/firmware products identified in the Order for a period of twelve (12) months after acceptance. Products failing to meet vendor's published specifications will be returned (at the Contractor's expense) for replacement or a full refund at the Authorized User's option. Contractor agrees to replace the software within three (3) days after receipt of the returned product.

9. Malicious Code

Contractor warrants that, to the best of its knowledge, there are no computer viruses, worms, time bombs, or similar components or undocumented features in the software at the time of delivery to an Authorized User; and the software does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the software. Notwithstanding any rights granted under this Contract or at law, Contractor hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Contractor agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

10. SOFTWARE UPGRADES and Evolution

The Authorized User shall be entitled to receive any and all upgraded versions of the software that Contractor may make available in the future. The maximum charge to the Authorized User shall not exceed the differential cost of the original version compared to the price of the upgraded version. Should Contractor merge or splinter the Software previously provided to any Authorized User, such action on the part of Contractor shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

11. TESTING AND INSPECTION

The Authorized User reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

12. DATE OF ACCEPTANCE

The date of acceptance for all software shall be the first day after completion of successful installation or testing, or the final acceptance of any services provided. The Authorized User shall be given fifteen (15) days to test the software or services provided under this Contract.

17. CONDITIONS OF PAYMENT

All equipment, software, or services provided by Contractor pursuant to this Contract shall be delivered/performed to the satisfaction of the Authorized User and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for defective material or work found by the Authorized User to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

18. NON-APPROPRIATION

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted to an Authorized User pursuant to this Contract, provided such Authorized User has already paid all fees for such license.

19. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

20. TITLE (SOFTWARE/FIRMWARE)

Contractor represents and warrants that it is the sole owner of the software or, if not the owner, has received all proper authorizations from the owner to license the software, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person. Title for all material, other than software, provided pursuant to this Contract shall pass to the Authorized User upon payment.

21. Liability and Indemnification

Contractor agrees to indemnify, defend and hold harmless VITA, any Authorized User, their officers, directors, agents and employees ("Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Contractor, (ii) breach of any representation, warranty or covenant of Contractor contained herein, (iii) any defect in the Software or the Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Software or Services, and in addition to all other obligations of Contractor in this Section, Contractor shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Software or Services, or any component thereof; or (b) replace or modify such infringing Software or Services, or any component thereof, with non-infringing products or services satisfactory to VITA. And in addition, Contractor shall provide any Authorized User with a comparable temporary replacement Software or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Software. If Contractor cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Contractor shall accept the return of the infringing component of the Software or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Contractor for such components.

EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

22. CONFIDENTIALITY

When the software is proprietary to Contractor and has been developed or acquired at Contractor's expense, the Authorized User shall hold and use the software in the same manner as it would deal with its own confidential information. The Authorized User shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the software, the technology embodied therein, or any other documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Contractor, in writing, or as may be required by the laws of the Commonwealth of Virginia.

The Authorized User shall take all reasonable steps necessary or appropriate to insure compliance with this Section by the Authorized User's employees, agents and representatives, including copying reproducible legends and markings on all physical components of the software.

The Authorized User's obligation under this Contract shall terminate three years after the Authorized User ceases using the software containing the proprietary information. The Authorized User shall have no obligation under this section in the event Contractor's proprietary information or materials enter the public domain through no action of the Authorized User.

23. DISPUTES

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Contractor agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Contractor may invoke such public body's ADR procedures, if any, at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support services hereunder.

24. ASSIGNMENT OF CONTRACT

This Contract shall not be assignable by the Contractor in whole or in part without the written consent of VITA except as follows: Contractor may assign all or any of its rights and obligations to a third party as a result of a merger or acquisition or sale of all or substantially all of its assets to such third party so long as the assignee agrees in writing to be bound by the terms and conditions set forth in this contract, or to an affiliate of Contractor, provided Contractor remains liable for affiliate's compliance with the terms and conditions set forth in this Contract. VITA may assign this Contract to any entity, upon providing written notice to the contractor.

25. SEVERABILITY

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Contractor further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

27. CONTRACTUAL RECORDS

All contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to VITA and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.
Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

28. Additional Terms and Conditions and Amendments to the Contract

Any and all terms and conditions contained in, incorporated into, or referenced by the Contractor's proposal, quote, or bid shall be deemed invalid. This Contract may only be amended by an instrument in writing signed by VITA and Contractor.

Element K will complete our review of the Virginia Commonwealth Terms and Conditions upon receiving the clarifications and additional information requested.

Element K Appendix A: Element K Course Library Overview

TECHNOLOGY

A+
The A+ library trains to CompTIA exam objectives and includes Windows, Macintosh, networks, and more.

Cisco
The Cisco Training Library includes critical skills and certification objectives for Cisco's Associate and Professional level certifications (CCNA, CCNP, CCDA, CCDP, CCSP, and CCVP).

Cisco Advanced Technology Library
This library includes advanced networking technologies such as: CallManager, IOS, IPT, IPv6, MSCV, MPLS, Optical Networking, Routing, Security, Service Provider, Storage Networking, and Wireless

CCNP
The CCNP (Cisco Certified Network Professional) library includes authorized Cisco training supporting the CCNP certification.

CCNA
The CCNA (Cisco Certified Network Associate) library includes authorized Cisco training supporting the CCNA certification.

Computer Professional Library
The Computer Professional library includes the most comprehensive collection of IT training topics, such as Networking, OS, Programming, Web Development, Database, and Design courses.

Communications Technologies
This library includes communication technologies and design network courses (TCP/IP, ATM, VoIP, Wireless and more).

Core Network Technologies
The TRA Core Networking Technologies Library contains detailed training about major networking technologies including ATM, Voice over IP, MPLS, SS7 and Quality of Service.

Corporate Comprehensive
This library includes the full suite of Element K-authored IT and Business courses, from office applications to advanced programming, networking, design and media, and general business skills training.

Data and IP Networking
The TRA Data & IP Networking Library contains detailed training about major IP based networks including TCP/IP, DSL, VPNs and frame relay.

Design and Media Library
The Design and Media library includes graphic art, design and media training from Adobe, Macromedia, Corel, Lotus, Quark, and Microsoft (Photoshop, Illustrator, PageMaker, Quark, InDesign and more).

E-business Library
The E-Business library includes Internet technology application courses used to carry out, improve, and streamline business processes (E-Commerce, site planning, security, encryption and more).

European Computer Driving License (ECDL-ICDL) Library
This library includes training courses mapping to the ECDL certification exams (Word processing, Internet, email, spreadsheets, databases, and more).

Fundamentals and Emerging Technologies
This library contains a variety of topics on voice, data, wireless and emerging technologies that introduce the learner to widely used telecommunications and internetworking technologies.

ITIL or The Information Technology Infrastructure Library (ITIL) is a framework of best practice approaches designed to assist IT Managers in the delivery of high quality IT services. It offers vendor-independent management procedures intended to support businesses in achieving high quality and value in IT operations.

Java
The Java library includes Java and Java Script training.

Linux
The LINUX library includes SUSE® Linux, LPI, Linux+, Red Hat, and Unix, tools, utilities and more.

Microsoft Complete
The Microsoft Complete library includes IT professional and end-user courses and labs developed for Microsoft proprietary software.

Microsoft Office Pack Library
The Microsoft Office Pack library includes Microsoft desktop application training on Word, Excel, Access, PowerPoint, Outlook, and FrontPage.

Network and Operating Systems Library
This library includes dominant server and operating systems courses including Microsoft®, Novell, Linux, Unix, and mainframe technologies (MCSA, MCSE, CNE, A+, i-Net+, Network+, Server+, LINUX and more...).

Novell Complete
The Novell Complete library includes courses specifically developed for Novell products.

Network+
The Network+ library includes IT training to prepare for the CompTIA Network+ exam.

Office Productivity
The Office Productivity library includes desktop operating systems and general office applications courses (Microsoft Office, Windows, Lotus Smart Suite, and more).

Office Productivity Multi-Lingual Library
The Office Productivity Multi-Lingual library includes desktop operating systems and general office applications training in 15 languages (Microsoft Office, Windows, Lotus Smart Suite, and more...). This library is also available in an English-only version.

Optical Networking
The TRA Optical Networking Library contains detailed training courses about the basics of optical networking and SONET.

Oracle
The Oracle library includes Oracle Developer 2000, 8i, 9i, 10g, and 11i.

Programming and Web Development Library
This library includes web application, scripts, and relational database courses (Java, Oracle, VB, Microsoft SQL Server, ASP, COBOL, HTML, XML and more...).

Project Management Library
This library includes training to support the Project Management Institute's Project Management Professional® (PMP) Certification, CompTIA's Project+ Certification, and more.

Server+
The Server+ library includes IT training to prepare for the CompTIA Server+ exam.

Security Library
This library includes IT courses mapping to the CISSP certification, CompTIA´s Security+ and Security Certified Professional's (SCP) certification (Security+, Network Security Fundamentals, and more).

TRA Communication Technology Library
This library offers telecommunications and internetworking courses, developed by experts who actually helped develop the technologies (GSM, 3G wireless, VoIP, optical networking and DSL).

Wireless

The TRA Wireless Library contains detailed training courses about mobile technologies including 3G, Cellular, CDMA, GSM, UMTS and other emerging technologies.

vLabs®

Available only from Element K, vLabs give students hands-on sessions, connecting directly to live hardware and software—not simulations. Our vLab technology provides students the opportunity to practice and reinforce newly learned skills in integrated labs, allowing them to gain job-related experience by working on actual projects. Students have 24/7 access to live equipment in a risk-free environment, utilizing the Element K bank of servers and infrastructure.

BUSINESS

Element K Business Skills

Element K offers a wide selection of business skills courses geared towards the needs of managers and individual contributors. Our business skills courses enable students to gain the competencies they need to be successful business professionals.

Business Complete
This comprehensive library includes all Element K authored business courses with a diverse array of business, sales, and customer service skills and leadership training.

Business Fundamentals Premium Library
The Business Fundamentals Premium library delivers courseware that increases the effectiveness of managers and business professionals. The content provides principles and guidelines, job aids, and activities that map to real world situations. These premium courses feature business simulations with scenarios that reflect common business challenges. Students apply their newly acquired skills by making decisions throughout the simulated scenario, accessing guidance, and altering decision history when desired.

Business Fundamentals Library
The Business Fundamentals Library covers a broad range of business and soft skills topics for all levels of professionals. This interactive training addresses professional development, customer-facing skills, and personal enrichment.

Sales Effectiveness
The Sales Effectiveness library provides practical guidelines, tools, and best practices needed to be successful throughout the sales cycle.

Improving Customer Service
This library provides the strategies and techniques customer service agents need to deliver professional and effective service, maximizing bottom line results.

Developing Call Centers
The Developing Call Centers library provides the tools and resources professionals need to strengthen their call center operation, employee satisfaction, and employee retention.

Diversity Awareness
This library provides specific strategies for attracting, retaining, and developing a diverse staff, and fostering an environment that capitalizes on the uniqueness of each individual.

Harvard ManageMentor PLUS
The Harvard Manage Mentor PLUS library contains 37 critical topics tied to key management, leadership, communication skills, strategy, and decision-making responsibilities.

Harvard ManageMentor PLUS Health Care Services Edition
This library contains essential managerial topics such as budgeting, negotiation, presentations, delegation, leadership and many others relevant to health care professionals.

Harvard ManageMentor PLUS Restaurant Edition
This library contains essential managerial topics such as budgeting, negotiation, presentations, delegation, leadership and many others relevant to food and restaurant professionals.

Harvard ManageMentor Multi-Lingual
This library contains critical topics tied to key management, leadership, communication skills, strategy, and decision-making responsibilities in 5 foreign languages.

Harvard The Essential Leader
The Essential Leader is a series of interactive leadership development programs that enable mid-to senior-level managers to "learn by doing" as they build and apply core leadership skills in practice.

Leadership Transitions
This library helps managers navigate moving into a new leadership role. Includes a wide array of assessment and planning tools designed in collaboration with Michael Watkins, one of today's foremost experts in leadership transitions.

Stepping Up to Management
This library includes topics to help newly promoted managers become effective with Understanding Your New Role, Working Through Others, Managing & Developing People, and Organizing Resources, Time & Meetings.

Harvard Case in Point™
This collection of online cases provides blended leadership training. Designed for use in a classroom discussion, each case includes scenarios that are delivered online and a companion facilitation guide for student interaction.

Financial Training from KESDEE

Accounting - KESDEE - 23 Courses, 23 Topics

This library provides crucial training on financial statements, budgeting, and management of current assets and working capital.

Bank Balance Sheet Management - KESDEE - 50 Courses, 50 Topics

This library addresses liability topics such as ALM, interest rate gap analysis, risk management, funds transfer, and more.

Banking Regulations, Basel I & Basel II - KESDEE - 85 Courses, 85 Topics

Learn to control the risks inherent in banking per the guidelines issued by the Basel Committee on Banking Supervision, including capital adequacy planning.

Core Financial Concepts - KESDEE - 6 Courses, 6 Topics

Addresses fundamental financial concepts such as time value of money, value at risk, yield curve analysis, volatility, and bond pricing.

Corporate Treasury Management - KESDEE - 29 Courses, 29 Topics

This library provides training on fundamental treasury management methodologies and techniques, and includes real world case studies.

Credit Risk Management - KESDEE - 31 Courses, 31 Topics

Addresses various credit risk analysis processes, credit ratings, counterparty credit risk, and credit risk models.

Derivatives - KESDEE - 24 Courses, 24 Topics

Provides a solid understanding of the variety and complexity of futures markets, swap transactions, and financial options transactions.

Global Financial Markets - KESDEE - 56 Courses, 56 Topics

Global market investors can gain crucial insight into mutual funds, money markets, fixed income markets, equity and foreign exchange markets.

Insurance - KESDEE - 29 Courses, 29 Topics

Addresses asset securitization issues and asset liability management for insurance companies.

Market Risk Management - KESDEE - 36 Courses, 36 Topics

This library provides basic to advanced market risk training, including the value at risk measurement so vital for organizations which need to track their portfolios' market risk.

Operational Risk Management - KESDEE - 21 Courses, 21 Topics

This course library covers operational risk methodology, risk mitigation, measurement and management techniques, models, legal risks, challenges, systems and software.

Operations & Compliance - KESDEE - 33 Courses, 33 Topics

Provides a comprehensive approach to anti-money laundering, financial privacy and information sharing regulations, corporate governance, and the Sarbanes-Oxley Act.

Structured Finance - KESDEE - 54 Courses, 54 Topics

Provides training on asset securitization and a wide variety of credit derivative instruments to act as a learning tool for beginners, or a reference for seasoned practitioners.

Online Tutorial for Professional Risk Manager (PRM) program conducted by PRMIA - KESDEE - 68 Courses, 68 Topics

Provides an unparalleled training model for the PRM exam, including finance theory, the mathematical foundations of risk measurement, risk management practices, and case studies.

Online Tutorial for Financial Risk Manager (FRM) program conducted by GARP - KESDEE - 60 Courses, 60 Topics

Provides an unparalleled training model for the FRM exam, including quantitative analysis, market risk measurement, credit risk, operational and integrated risk management and more.

HIPAA Comprehensive - 14 Courses, 14 Topics

The HIPAA Comprehensive library provides health care professionals with the necessary online learning courses for HIPAA compliance training for all entities within an affected organization

Lean, Six Sigma & Statistical Process Control

The Lean, Six Sigma & Statistical Process Control library provides critical skills and certification training on business process quality improvement topics.

Lean
The Quality Group's Lean library provides courses for addressing discrete process event problems and human error using the Lean system.

Lean & Six Sigma Introduction
The Quality Group's Lean & Six Sigma Introduction library lays the groundwork for understanding Six Sigma and Lean principles.

Lean & Six Sigma White Belt
The Quality Group's Lean & Six Sigma White Belt library provides basic quality training in preparation for achieving white belt competency.

Lean & Six Sigma Yellow Belt
The Quality Group's Lean & Six Sigma Yellow Belt library provides the tools to control profit-affecting practices in business processes.

Lean & Six Sigma Green Belt
The Quality Group's Lean & Six Sigma Green Belt library provides problem solving tools and methods for more advanced quality projects.

Lean & Six Sigma Black Belt
The Quality Group's Lean & Six Sigma Black Belt library provides the most advanced problem solving tools and methods for more advanced quality projects.

Basic Statistic Series
The Quality Group's Basic Statistic Series library covers dispersion, probability, distributions, means and other statistical topics.

Statistical Process Control (SPC) Basics
The Quality Group's Statistical Process Control Basics library provides the basics for controlling processes using control charts.

Statistical Process Control (SPC) Advanced
The Quality Group's Statistical Process Control Advanced library assumes SPC competence and looks at Process Capability, DOE and more.

Statistical Process Control (SPC) Comprehensive
The Quality Group's Statistical Process Control Comprehensive library provides training on beginner to advanced SPC topics.

Situational Leadership® (Second Edition) Library
The Situational Leadership® library includes quality leadership training courses by the Center for Leadership Studies.

Story Based Cases™
The Story Based Cases™ library includes the most common organizational change initiatives (Giving Constructive Feedback, Managing Poor Performance, Cultivating Open Communications, and more).

TypingMaster Pro
TypingMaster is a touch typing course that improves typing skills and tests typing speed. The course includes features for the alpha-numeric keyboard, numeric keypad and special marks. TypingMaster is a smart solution for improved productivity!

Writing Skills for Business Professionals, RGI Learning
Never underestimate the power of a well-written business communication. We are living in a time when effective business writing and communication skills are essential. Business writing styles have changed. If you or your team is not using updated business writing techniques, you may be jeopardizing a new deal, an ongoing project, or a successful client relationship. Our business writing courses will quickly provide you or your team with the skills to explain business concepts, products, services, or ideas to others.

Basic Business Writing
This series teaches how to organize thoughts and information for clear, concise, and effective communications.

Writing Business Letters, Memos and E-mail
This series combines the Basic Business Writing courses with detailed courses about writing concise, yet complete email messages, creating informative and persuasive letters and memos and identifying effective methods for proofreading messages on screen and on paper.

Writing Business Reports and Proposals
This series teaches how to organize information into a coherent sequence and make an effective recommendation, plan and write a persuasive comparative analysis, write for audiences of varying levels, write a convincing executive summary, identify readers' needs, design a proposal to meet them, and convey a confident image, both in appearance and language use.

Comprehensive Business Writing
This series combines the Basic Business Writing, Writing Business Letters, Memos and Email, and Writing Business Reports and Proposals libraries into one comprehensive package.

VanWrite Business Communications
Improve employee writing using the VanWrite® method: establish an enterprise-wide communication standard, eliminate rewrites, provide a consistent methodology, and increase productivity.

COMPLIANCE

Code of Conduct
The Code of Conduct library addresses the need to increase legal awareness and ethical performance in the workplace.

Employment Law
The Employment Law library covers topics to prevent innocent oversights in the workplace that might place your business at risk. Example topics include: ethics, computer security, disease, discrimination, and disability.

Financial and Legal Compliance
The Financial and Legal Compliance library offers training on ethical and legal reporting requirements, including mandates of the Sarbanes-Oxley law.

HIPAA Awareness
The HIPAA Awareness library provides health care professionals with the necessary online learning courses for HIPAA compliance training for all entities within an affected organization.

Managing and the Law
The Brightline Managing and the Law library includes practical skills and legal requirements for hiring, promoting, disciplining, and accommodating existing and potential employees.

No Fear
The Notification and Federal Employee Antidiscrimination and Retaliation Act ("No FEAR Act") requires that Federal agencies be accountable for violations of antidiscrimination and whistleblower protection laws. On July 20, 2006, the Office of Personnel Management (OPM) published final rule on implementing training provisions of the No FEAR Act. The final rule states that agencies must train all employees on their rights and remedies under the federal antidiscrimination, retaliation, and whistleblower protection laws. Element K's Protection Law courses provides instruction for all federal employees and supervisors on all topics required by the No FEAR Act and the OPM final rule.

Occupational Safety
The Occupational Safety library provides environmental, health and safety training that maps to OSHA compliance regulations and other regulatory standards. Example topics include: fire safety, chemical safety, asbestos awareness, and basic first aid.

Preventing Workplace Harassment
This library includes a family of 9 varieties built to meet different educational needs (i.e. Supervisors, Spanish, CA, CT, and Refresher editions), so that employees may prevent and report sexual harassment and other forms of workplace harassment, in compliance with state and federal requirements.

PureSafety Workplace Safety & Compliance

This library offers industry leading courses to address safety and risk management issues. It includes Environmental Health and Safety, Human Resources, and Industrial online learning topics.

Sexual Harassment

This library includes online learning courses on the policies and procedures for preventing Sexual Harassment in the workplace, including content to help organizations comply with the California mandate AB 1825.

Workplace Ethics

This library includes compliance and ethics training, satisfying the requirements of the Sarbanes-Oxley Act and the Federal Sentencing Guidelines.

E-REFERENCE

e-Reference Books

Our technical eBooks provide a quick, accurate learning resource for busy professionals in need of just-in-time content. Our e-Reference books provide straightforward answers to technical questions without additional courseware. eBooks are also the perfect continuous learning resource for employees who have completed e-Learning courses and wish to develop advanced skills in a specific tool or application. The online e-Reference library contains thousands of the most current technical and business eBooks available.

Subject matter in the eBooks spans the gamut from technology theory and complex procedures to leading management and business ideas from true thought leaders. You'll find the pedagogy and format of the references run from "Teach Yourself" eBooks for the independent learner, to texts packed with hundreds of command-line definitions and detailed data tables, to practical "how-to" eBooks explaining management approaches, techniques and tips.

getAbstract

These concise summaries of today's top business books give you all of the key knowledge of a book in 15-20 minutes. Each of the over 1,600 summaries is in a consistent, 5 page format, and include a list of key take-aways, a critical synopsis of the main ideas of the book, important quotes, and competency mapping to quickly identify if the business book summary is relevant. Element K makes it even more convenient by delivering targeted summaries right to your inbox through our "Summary of the Week" email service.

Online Reference Articles

For employees who need an immediate answer to a defined work problem in IT, *Articles* is the perfect product. Concise, available anytime online, and aimed at delivering a quick answer, our technical *Articles* will help employees on the front lines attempting to complete time-sensitive projects. These concise IT *Articles* provide job-related, technical solutions with step by- step instructions, full illustrations, task-based techniques, and time-saving tips. They offer the greatest benefit to those who have a working knowledge of a technology, and require task-specific information. Most Articles reference titles address a defined need or outcome, and are four to six pages in length. You'll have unlimited access to an extensive archive containing almost 5,000 technical Articles, with new titles added monthly.

Element K Appendix B: Learning Management System (LMS) Overview

KnowledgeHub Overview- Features and Functionality

KnowledgeHub is a full-featured Learning Management System that is designed to be configured to meet a variety of business needs. The KnowledgeHub's feature set includes the following:

- User Administration – Provides the ability to manage student and administrator profiles, create organizational groups and custom fields, and communicate about learning programs or courses status via email or onsite messaging.

- Content Administration and Delivery – Allows Administrators to upload SCORM or AICC conformant courses or post any file for reference. Virtually any piece of information can be stored and accessed from KnowledgeHub including proprietary content. Administrators can assign, require or recommend content or plans to individuals or groups of students. KnowledgeHub supports multiple product types and presents them each in an integrated catalog:
-
    - Self-Paced E-Learning
    - Virtual Classrooms
    - ILT
    - Assessments
    - Reference Materials
    - Virtual Labs
    - Custom Content

- Learning Plans and Credentialing – Allows Administrators to create, manage and report on learning plans that address the multiple needs of an organization including items such as new hire training, compliance training, professional development and certification, and new product rollout. Learning plans can have a start and end date and can include any KnowledgeHub product and even require a final exam.

- Classroom Management – Allows for management instructor-led courses, sessions and required resources. Administrators can enroll students into sessions or allow for self-enrollment. Automated wait-listing occurs when sessions are full. Manager approval is also now available.

- Virtual Classroom – Provide live training to geographically disbursed learners at anytime though KnowledgeHub's integrated virtual classroom. Courses and sessions are managed through the LMS while attendance is tracked back to the student's transcript.

- Reporting – Provides practically any data element needed to evaluate a learning program through standard and ad-hoc reports that include login, course and reference activity, course completion and assessment results.

- Multi-lingual – Includes the display of the LMS in the language of your students. Administrators or students can determine the default language. KnowledgeHub currently supports English, French, German, Italian, Spanish, Russian, Japanese, Brazilian Portuguese and Arabic.

- Virtual Labs – KnowledgeHub not only provides integration with Element K's vLab ® product, but has developed custom integration for partner specific virtual labs.
- KnowledgeHub Authoring Tool – Our wizard-like tool enables rapid e-Learning deployment. Authors can develop proprietary online training and deliver it in a consistent manner across your company. The tool is integrated with KnowledgeHub, so after the course is published it can easily be made courses can automatically be made available to students

- Web Services Integration – Element K offers a suite of Web Services that allows for tight integration with ERP or other Back Office applications. Element K currently has dozens of customers using the Web Services suite to integrate various enterprise applications with KnowledgeHub.

- Offline Player – KnowledgeHub enables users to download courses for offline use, such as on a plane or in a hotel room. Once the user reconnects to the system, all their activity and completion data is automatically uploaded and synched.

- Branding and Customization services – Element K offers a full suite of site customization services. This service facilitates the creation of a unique portal experience for our customers.

Element K Appendix C: Element K's Instructional Design Approach

The Element K instructional design approach is rooted in ISD (Instructional Systems Design) principles and espoused by a renowned national team of adult education and instructional design experts. The central tenet of this model focuses on providing learners with the skills they need to maximize their productivity on the job, as well as their impact to the broader organization. This results in a curriculum oriented around solving real-world problems rather than passively reviewing out-of-context information. Each course contains a set of performance outcomes that drive the learner and the broader organization toward success.

While instructional design philosophies may appear comparable between vendors, the Element K instructional design model continues to receive accolades from industry analysts as well as learners. Our approach is not a theory; it is a proven methodology with consistent, repeatable development processes applied consistently to all Element K courses. The use of animation and other rich media is used in a context of achieving an instructional goal.

The four tenets of Element K's proprietary instructional model are adhered to in all courseware development projects to drive successful learner outcomes and course utilization. These four principles are defined below.

- Results Oriented – Element K courses have clear performance objectives and are outcome-based. These outcomes are closely aligned with the tasks and scenarios the learner is likely to encounter on the job. The outcomes are surfaced during a task analysis of the target audience and used to formulate the learning objectives for the course.

- Engaging – Courses are interactive, relevant and focused, and are designed to stimulate synthesis through the effective use of media. To this end, each learning intervention begins with an introductory element, which establishes the job-relevance and context of the learning. For example, a course related to selling behaviors would start with a scenario that the sales associate is likely to encounter on the job. This sets the stage for the learning to come by providing an immediate and relevant connection to the leaner.

- Active – The model supports the use of frequent overt activities tied to course objectives with support appropriate for the learner. These activities range from interactive tables to full-immersion business simulations and virtual labs on hosted software environments. Element K's goal in any learning intervention is to engage the leaner in overt practice and application through 60% of the total course duration. For example, in a 100 minute intervention, we would expect the learner to be engaged in some level of practice for 60 minutes.

- Learner Choice – The learner drives what they want to learn, allowing them to target what they need to learn in the way that is most effective for them. This includes providing multiple levels of interaction with the content that allows the learner to experience instruction in different ways. This philosophy is evidenced in the various support resources and navigation options provided to the learner through the course of the intervention.

Element K Appendix D: System requirements

Setting Up Your Computer

To successfully connect to Element K, you must meet the following system requirements:

Processor	Pentium III 500 MHz or better, or Macintosh G3
Screen Resolution	1024 x 768 or higher @ 256 colors
Internet Connection	56K or higher (broadband recommended)
Memory	At least 128 MB of RAM
Browser Settings (See help on Browser Information for more details)	Browser Cookies Enabled JavaScript Enabled Pop-up Blockers Disabled Refresh on Every Page
Platform	See below
Browser	See below
Plug-ins	Certain courses and areas of the site may require the following minimum plug-ins. If your version precedes or differs from those listed, you may be prompted to download a new version. Adobe Acrobat Reader 7.0 or higher Adobe Flash Player 8.0.22 Adobe Shockwave 7.0.2, 8.0, 8.5, 8.5.1 or higher
Firewalls (See Element K and Firewalls for more information)	System cannot be behind a firewall that blocks cookies or blocks access to a secure server

Supported Platform and Browser Combinations	
Platform	**Browser**
Windows 2000 NT 4.0 XP Home Edition XP Professional Vista	Microsoft Internet Explorer 6.x and 7.x Firefox 1.5x
Mac OS X 10.1	Microsoft Internet Explorer for Mac 5.x
Mac OS X 10.3 10.4	Safari 1.x Safari 2.x

Element K and Firewalls

A firewall is a system designed to prevent unauthorized access to or from a private network.

If your computer is located behind a company firewall, you might not be able to access portions of the Element K website from work. Company firewalls sometimes block JavaScript or won't let you log in to a secure server, which Element K requires.

Check with your system administrator to find out what external sites you can access at your location.

Element K Appendix E: vLabs Overview

Overview:

Proverbial wisdom tells us there's no substitute for real experience. When it comes to providing a rich and compelling interaction with a technology, ISV sales representatives, training managers and IT directors alike will agree that letting learners actually experiment with an application can truly make the sale or drive home key learning points. Virtual labs enable users to go beyond a static demonstration. In a lab, learners can make mistakes and experiment in a real environment that is not a simulation, gaining real experience by working with a technology first-hand.

Virtual labs are a combination of multi-tiered software environments, at-the-ready server-side and technology applications, and automated scheduling configurations, which support an overlay of structured training design. With orchestration, lab delivery, and the allocation of real technology resources handled remotely, a virtual lab can provide hands-on experience with any hardware or software – such as Cisco networking equipment or a proprietary application – directly through your browser. Virtual labs are available anytime, anywhere, at a fraction of the cost that is required to set up and configure the actual technologies on site.

We'll explore how this technology can be used to enliven and compliment other training modalities and survey associated benefits such as eliminating risk to client-side infrastructure and reducing overall costs.

Where do virtual labs fit?

The diverse methods of training delivery each have their place in a blended learning environment. Until recently, online learning has consisted of two primary modalities:

- **Asynchronous, self-study e learning** allows students to learn at their own pace, at times and places that are convenient for them, in a consistent format. These courses immerse students in the software environment, providing a high degree of interactivity to reinforce basic skills, and the ability to repeat lessons as necessary. Examples of this type of learning range from linear PowerPoint-based instruction materials or CD-based learning, to highly complex online simulations, where training branches into various scenarios based on learner decisions. Included with self-paced e-Learning are "traditional" classroom labs, where users can practice new skills by completing a set of tasks in a safe environment. Traditional and virtual labs share some commonalities, which we will look at below.

- **Online collaborative learning**, including instructor-led web-based training and web-conferencing vehicles create a virtual classroom environment where learning takes place synchronously. Students can ask questions, interact with instructors and their peers, and enjoy the benefits of a "traditional" live classroom lecture.

In addition to these two modalities, IT trainers also supplement their programs with reference materials, such as e-books, for just-in-time answers to technical questions. The combination of these learning tools, based on program objectives, budgets, and student learning style preferences, typically constitute a blended approach to training. However, simulations such as in an e-Learning course, or instructor-led demonstrations still present training in a manner where learners absorb knowledge passively.

Virtual labs provide a real environment where students can actually experience and use a software or hardware technology in real time – not via simulations that are often isolated from the larger context of learning. It is proven that learner retention rates are directly linked to the degree of participation. By allowing students to interact with a live environment, each lab provides an experience similar to working on a production network at a company. This experiential approach builds learner confidence and enables users to "think on their feet," actively practicing the techniques assimilated through the other forms of learning they have participated in.

Benefits of traditional and virtual labs

From a learner perspective, the benefits of hands-on personal training offered by both traditional online labs and virtual labs are clear. Lab modules can save time by providing students with targeted technology training to compliment classroom and online content delivery in the context of real-world troubleshooting scenarios. The convenient combination of theoretical content and hands-on lab time allows students to apply their knowledge directly, working at their own pace, and on their own schedule. The flexibility and high degree of lab accessibility often eliminates the need to sit through an entire day or week of training.

Benefits beyond traditional labs

The potential costs and risks of setting up servers and software for novice users to train with are often enough to dissuade most organizations from offering this form of technical training. But a dedicated environment is essential for students to fully experience and reinforce the hard skills they've acquired. In a lab environment, students are free to explore, make mistakes, and engage their skills without risk to critical and costly equipment. If they get stuck working on their own, students can restore systems without the time-consuming and dangerous rework necessary on actual systems. In addition, an instructor can monitor the virtual labs, so help is available as though a student were sitting in a classroom. Other benefits include:

- Skills based assessment for Cisco labs - Highly advanced assessment engine exists for Cisco that can automatically grade a student's work by collecting the device state. Collected data is compared to the author's assessment data and a grade is generated. No multiple-choice questions here. This is real skills based assessment.
- Anytime, anyplace individual access
- On demand practice for hundreds of labs based on custom and off the shelf applications.

- Centralized hardware and automated image management
  - Cost Savings associated with administration and capital purchases.
  - Opportunity for enterprises to focus on the core aspects / objectives of their organization instead of procurement, implementation, maintenance and upgrade of technology systems.

Requirements for accessing vLabs

Must have PC/client equipped with a browser and access to the Internet.

- IE and Mozilla Firefox are the supported browsers
- DSL, cable, or other broadband access speed is recommended for all lab types
  - For Client Server labs—broadband is the minimum requirement
  - For Cisco (telnet based) labs—56K is the minimum requirement.

Specific client options must be "enabled" and network ports "open" in order to access the target virtual lab (vlab) environment. The vlab environment is specific to the lab type being accessed.

Element K KHub Client Server labs

- Client Options (Enabled): ActiveX, Sun Java
- Ports (Open): 443

Microsoft e-Learning Client Server labs

- Client Options (Enabled): ActiveX
- Ports (Open): 5905

Cisco

- Client Options (Enabled): ActiveX, Sun Java, Native Telnet
- Ports (Open): 23

If the ports specified above are not open, the user will be prompted to download HTTP tunneling software provided by the vLab System.

- The tunneling software performs detection for the use of a proxy server. Currently, proxy server support exists for ActiveX and .NET access protocols. If present, access is made via the proxy server. Otherwise, access will use HTTP tunneling via port 80.
- VLabs supports the following tunneling options: ActiveX, Sun Java, and .NET.

Other considerations:

- Personal firewalls (i.e. client based) must allow access to the ports specified for the specific vLab type, allow use our tunneling software if the specified ports are blocked, or be disabled to gain access the lab.

Since there are numerous possibilities on how a client infrastructure environment can be configured, the potential exists where access to vlabs is prevented. In such cases, further analysis will be required to assist in the troubleshooting process.

Element K Appendix F: Element K Technical Support

Element K provides Technical Support to all Corporate Customers and Partners via phone, email, and text chat free of charge.

Element K Technical Support does not support specific problems related to products that may be used in conjunction with Element K on-line products to include, but not limited to: client-side hardware issues, Windows/Mac OS, MS Office Suite, or other such software applications.

Element K Communication Types for Technical support:

Live Chat:

Access to live chat is available via the Support Options pages on both the student and Administrator websites. On-line chat is available Monday – Friday 24 hours a day.

Phone:

Element K Technical Support is available by phone 6am-12am Monday – Friday excluding major holidays. Voice Mail is accepted on Saturday and Sunday and will be processed starting at 7a.m. the following business day.

Email:

Email requests are responded to within 24-48 hours. All promised response times are for acknowledgement and initial recommendation. Actual resolution times vary depending on the nature of the support request. **Element K Contact Us/Support Options Web-Form** – Technical Support will respond to all correspondence to the Contact Us pages (Admin site or Student site) within 24-48 hours.

Award will be based upon the sum total of costs for the "Market Basket" sampling of courses provided.

Multiple awards up to 4 (which includes 1 SWaM award) may be made. Award will consist of the entire catalog of courses available from each selected bidder.

INSTRUCTIONS: On the following worksheets, enter your firm's data per the following instructions:

NOTE: ***Sample data, shown in red font color, has been inserted as a guide on each sheet.***

Enter your firm's name in the "COMPANY NAME" column.
Enter your firm's course data that most closely matches the provided titles.
Enter the course ID number, your firm's part number, as appropriate.
Enter your firm's bid price in the "BID PRICE" column. (NOTE: Bid Price = Index Price x Cost Ratio)
Enter the Publisher's purchase price in the "Index Price" column.
Enter the Publisher's website URL in the "INDEX URL" column (where the published index price for the course can always be found).

NOTE: The following are **mandatory** requirements for all course offerings, both those provided in the "Market Basket" list and those offered in your firm's catalog.

Delivery Mediums -	>>>>	CD-ROM based Delivery	WEB based Delivery	LAN based Delivery		
Course Features -	>>>>	Skill Assessments	HELP Feature	Bookmarking	30 Day No-Cost Preview	Administrative features (registration, tracking & reporting)

Minimum Number of course offerings per category:-

IT Professional Development	200
Desktop Apps/End User Computing	200

COMPANY NAME	Ref. #	Requested Course Title	Delivery Medium/# users	ID #	Bid Price	Cost Ratio	Index Price (Enter the price found on the OEM's website.)
		Market Basket Sampling					
sample data>>>		Visual Basic Introduction	single user delivered on CD-ROM	pl-111222s	$99.00	0.77	$129.00
sample data>>>		Visual Basic Introduction	2 to 25 users delivered LAN Based	pl-333444L	$149.00	0.83	$179.00
sample data>>>		Visual Basic Introduction	100 user delivered WEB Based	pl-1234W	$1,295.00	0.76	$1,695.00
		Professional Development Market Basket Courses (15)					

Enter the number of courses in your library for this category

Element K	1A	TCP/IP Fundamentals	single user delivered on CD-ROM	QS-TCP-1	$15.00	0.50	$29.99
Element K	1B	TCP/IP Fundamentals	2 to 25 users delivered LAN Based	CO-TCP-1	$50.00	0.71	$69.99
Element K	1C	TCP/IP Fundamentals	100 user delivered WEB Based	KH-TCP-1	$75.00	0.75	$99.99
Element K	2A	Intro to VB .NET	single user delivered on CD-ROM	QS-IVB-1	$15.00	0.50	$29.99
Element K	2B	Intro to VB .NET	2 to 25 users delivered LAN Based	CO-IVB-1	$50.00	0.71	$69.99
Element K	2C	Intro to VB .NET	100 user delivered WEB Based	KH-IVB-1	$75.00	0.75	$99.99
Element K	3A	Intro to Java Script Programming	single user delivered on CD-ROM	QS-IJS-1	$15.00	0.50	$29.99
Element K	3B	Intro to Java Script Programming	2 to 25 users delivered LAN Based	CO-IJS-1	$50.00	0.71	$69.99
Element K	3C	Intro to Java Script Programming	100 user delivered WEB Based	KH-IJS-1	$75.00	0.75	$99.99
Element K	4A	Intro to HTML Programming	single user delivered on CD-ROM	QS-IHT-1	$15.00	0.50	$29.99
Element K	4B	Intro to HTML Programming	2 to 25 users delivered LAN Based	CO-IHT-1	$50.00	0.71	$69.99

Element K	4C	Intro to HTML Programming	100 user delivered WEB Based	KH-IHT-1	$75.00	0.75	$99.99
Element K	5A	ORACLE Fundamentals	single user delivered on CD-ROM	QS-ORF-1	$15.00	0.50	$29.99
Element K	5B	ORACLE Fundamentals	2 to 25 users delivered LAN Based	CO-ORF-1	$50.00	0.71	$69.99
Element K	5C	ORACLE Fundamentals	100 user delivered WEB Based	KH-ORF-1	$75.00	0.75	$99.99
Element K	6A	Windows Server 2003 Administration	single user delivered on CD-ROM	QS-WS3-1	$15.00	0.50	$29.99
Element K	6B	Windows Server 2003 Administration	2 to 25 users delivered LAN Based	CO-WS3-1	$50.00	0.71	$69.99
Element K	6C	Windows Server 2003 Administration	100 user delivered WEB Based	KH-WS3-1	$75.00	0.75	$99.99
Element K	7A	SQL Server 2005 Systems Administration	single user delivered on CD-ROM	QS-SQ5-1	$15.00	0.50	$29.99
Element K	7B	SQL Server 2005 Systems Administration	2 to 25 users delivered LAN Based	CO-SQ5-1	$50.00	0.71	$69.99
Element K	7C	SQL Server 2005 Systems Administration	100 user delivered WEB Based	KH-SQ5-1	$75.00	0.75	$99.99
Element K	8A	C Programming	single user delivered on CD-ROM	QS-CPR-1	$15.00	0.50	$29.99
Element K	8B	C Programming	2 to 25 users delivered LAN Based	CO-CPR-1	$50.00	0.71	$69.99

Element K	8C	C Programming	100 user delivered WEB Based	KH-CPR-1	$75.00	0.75	$99.99
Element K	9A	CISCO Internetworking Design	single user delivered on CD-ROM	QS-CID-1	$15.00	0.50	$29.99
Element K	9B	CISCO Internetworking Design	2 to 25 users delivered LAN Based	CO-CID-1	$50.00	0.71	$69.99
Element K	9C	CISCO Internetworking Design	100 user delivered WEB Based	KH-CID-1	$75.00	0.75	$99.99
Element K	10A	UNIX Fundamentals	single user delivered on CD-ROM	QS-UNF-1	$15.00	0.50	$29.99
Element K	10B	UNIX Fundamentals	2 to 25 users delivered LAN Based	CO-UNF-1	$50.00	0.71	$69.99
Element K	10C	UNIX Fundamentals	100 user delivered WEB Based	KH-UNF-1	$75.00	0.75	$99.99
Element K	11A	Database Fundamentals	single user delivered on CD-ROM	QS-DBF-1	$15.00	0.50	$29.99
Element K	11B	Database Fundamentals	2 to 25 users delivered LAN Based	CO-DBF-1	$50.00	0.71	$69.99
Element K	11C	Database Fundamentals	100 user delivered WEB Based	KH-DBF-1	$75.00	0.75	$99.99
Element K	12A	Web Development Fundamentals	single user delivered on CD-ROM	QS-WDF-1	$15.00	0.50	$29.99
Element K	12B	Web Development Fundamentals	2 to 25 users delivered LAN Based	CO-WDF-1	$50.00	0.71	$69.99

Element K	12C	Web Development Fundamentals	100 user delivered WEB Based	KH-WDF-1	$75.00	0.75	$99.99
Element K	13A	Understanding XML	single user delivered on CD-ROM	QS-UXM-1	$15.00	0.50	$29.99
Element K	13B	Understanding XML	2 to 25 users delivered LAN Based	CO-UXM-1	$50.00	0.71	$69.99
Element K	13C	Understanding XML	100 user delivered WEB Based	KH-UXM-1	$75.00	0.75	$99.99
Element K	14A	Understanding Networking Fundamentals	single user delivered on CD-ROM	QS-NFU-1	$15.00	0.50	$29.99
Element K	14B	Understanding Networking Fundamentals	2 to 25 users delivered LAN Based	CO-NFU-1	$50.00	0.71	$69.99
Element K	14C	Understanding Networking Fundamentals	100 user delivered WEB Based	KH-NFU-1	$75.00	0.75	$99.99
Element K	15A	Data Warehousing	single user delivered on CD-ROM	QS-DWH-1	$15.00	0.50	$29.99
Element K	15B	Data Warehousing	2 to 25 users delivered LAN Based	CO-DWH-1	$50.00	0.71	$69.99
Element K	15C	Data Warehousing	100 user delivered WEB Based	KH-DWH-1	$75.00	0.75	$99.99

Index URL

(Enter the Publisher's website where published pricing for the individual course can be found.)
http://xyzcompany.com/Cprice.html
http://hhhcompany.com/Lcost.html
http://hhhcompany.com/Wcost.html

This is not a commercially available product anymore since the technology is out of date. However, we will provide this to VITA as an exception.

Element K's commercial practices do not support individual course purchases. Our online courses are available through libraries.

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COMPANY NAME	Ref. #	Requested Course Title	Delivery Medium/# users	ID #	Bid Price	Cost Ratio	Index Price
		Market Basket Sampling					(Enter the price found on the OEM's website.)
sample data>>>		MS Word, Level 1	single user delivered on CD-ROM	pl-111222C	$99.00	0.77	$129.00
sample data>>>		MS Word, Level 1	2 to 25 users delivered LAN Based	pl-333444L	$149.00	0.83	$179.00
sample data>>>		MS Word, Level 1	100 user delivered WEB Based	pl-1234W	$1,295.00	0.76	$1,695.00
		Desktop Applications/End User Computing (15)					
Enter the number of courses in your library for this category							
Element K	*1A*	Microsoft WORD 2003 or higher Level 1	*single user delivered on CD-ROM*	QS-MW3-1	$15.00	0.50	$29.99
Element K	*1B*	Microsoft WORD 2003 or higher Level 1	*2 to 10 users delivered LAN Based*	CO-MW3-1	$25.00	0.71	$34.99
Element K	*1C*	Microsoft WORD 2003 or higher Level 1	*11 to 25 users delivered WEB Based*	KH-MW3-1	$40.00	0.80	$49.99
Element K	*2A*	Microsoft EXCEL 2003 or higher Level 1	*single user delivered on CD-ROM*	QS-ME3-1	$15.00	0.50	$29.99
Element K	*2B*	Microsoft EXCEL 2003 or higher Level 1	*2 to 10 users delivered LAN Based*	CO-ME3-1	$25.00	0.71	$34.99
Element K	*2C*	Microsoft EXCEL 2003 or higher Level 1	*11 to 25 users delivered WEB Based*	KH-ME3-1	$40.00	0.80	$49.99
Element K	*3A*	Microsoft POWERPOINT 2003 or higher Level 1	*single user delivered on CD-ROM*	QS-MP3-1	$15.00	0.50	$29.99
Element K	*3B*	Microsoft POWERPOINT 2003 or higher Level 1	*2 to 10 users delivered LAN Based*	CO-MP3-1	$25.00	0.71	$34.99
Element K	*3C*	Microsoft POWERPOINT 2003 or higher Level 1	*11 to 25 users delivered WEB Based*	KH-MP3-1	$40.00	0.80	$49.99

Element K	*4A*	Microsoft ACCESS 2003 or higher Level 1	*single user delivered on CD-ROM*	QS-MA3-1	$15.00	0.50	$29.99
Element K	*4B*	Microsoft ACCESS 2003 or higher Level 1	*2 to 10 users delivered LAN Based*	CO-MA3-1	$25.00	0.71	$34.99
Element K	*4C*	Microsoft ACCESS 2003 or higher Level 1	*11 to 25 users delivered WEB Based*	KH-MA3-1	$40.00	0.80	$49.99
Element K	*5A*	Microsoft PROJECT 2003 or higher Level 1	*single user delivered on CD-ROM*	QS-MJ3-1	$15.00	0.50	$29.99
Element K	*5B*	Microsoft PROJECT 2003 or higher Level 1	*2 to 10 users delivered LAN Based*	CO-MJ3-1	$25.00	0.71	$34.99
Element K	*5C*	Microsoft PROJECT 2003 or higher Level 1	*11 to 25 users delivered WEB Based*	KH-MJ3-1	$40.00	0.80	$49.99
Element K	*6A*	Microsoft WORD 2007	*single user delivered on CD-ROM*	QS-MW7-1	$15.00	0.50	$29.99
Element K	*6B*	Microsoft WORD 2007	*2 to 10 users delivered LAN Based*	CO-MW7-1	$25.00	0.71	$34.99
Element K	*6C*	Microsoft WORD 2007	*11 to 25 users delivered WEB Based*	KH-MW7-1	$40.00	0.80	$49.99
Element K	*7A*	Microsoft EXCEL 2007	*single user delivered on CD-ROM*	QS-ME7-1	$15.00	0.50	$29.99
Element K	*7B*	Microsoft EXCEL 2007	*2 to 10 users delivered LAN Based*	CO-ME7-1	$25.00	0.71	$34.99
Element K	*7C*	Microsoft EXCEL 2007	*11 to 25 users delivered WEB Based*	KH-ME7-1	$40.00	0.80	$49.99

Element K	8A	Microsoft POWERPOINT 2007	*single user delivered on CD-ROM*	QS-MP7-1	$15.00	0.50	$29.99
Element K	8B	Microsoft POWERPOINT 2007	*2 to 10 users delivered LAN Based*	CO-MP7-1	$25.00	0.71	$34.99
Element K	8C	Microsoft POWERPOINT 2007	*11 to 25 users delivered WEB Based*	KH-MP7-1	$40.00	0.80	$49.99
Element K	9A	Microsoft ACCESS 2007	*single user delivered on CD-ROM*	QS-MA7-1	$15.00	0.50	$29.99
Element K	9B	Microsoft ACCESS 2007	*2 to 10 users delivered LAN Based*	CO-MA7-1	$25.00	0.71	$34.99
Element K	9C	Microsoft ACCESS 2007	*11 to 25 users delivered WEB Based*	KH-MA7-1	$40.00	0.80	$49.99
Element K	10A	Microsoft PROJECT 2007	*single user delivered on CD-ROM*	QS-MJ7-1	$15.00	0.50	$29.99
Element K	10B	Microsoft PROJECT 2007	*2 to 10 users delivered LAN Based*	CO-MJ7-1	$25.00	0.71	$34.99
Element K	10C	Microsoft PROJECT 2007 o	*11 to 25 users delivered WEB Based*	KH-MJ7-1	$40.00	0.80	$49.99
Element K	11A	Windows 2003 or higher Level 1	*single user delivered on CD-ROM*	QS-WN3-1	$15.00	0.50	$29.99
Element K	11B	Windows 2003 or higher Level 1	*2 to 10 users delivered LAN Based*	CO-WN3-1	$25.00	0.71	$34.99

Element K	*11C*	Windows 2003 or higher Level 1	*11 to 25 users delivered WEB Based*	KH-WN3-1	$40.00	0.80	$49.99
Element K	*12A*	Windows Server 2003 Fundamentals for Users	*single user delivered on CD-ROM*	QS-WS3-1	$15.00	0.50	$29.99
Element K	*12B*	Windows Server 2003 Fundamentals for Users	*2 to 10 users delivered LAN Based*	CO-WS3-1	$25.00	0.71	$34.99
Element K	*12C*	Windows Server 2003 Fundamentals for Users	*11 to 25 users delivered WEB Based*	KH-WS3-1	$40.00	0.80	$49.99
Element K	*13A*	Intro to Microsoft OUTLOOK 2003 or higher	*single user delivered on CD-ROM*	QS-MO3-1	$15.00	0.50	$29.99
Element K	*13B*	Intro to Microsoft OUTLOOK 2003 or higher	*2 to 10 users delivered LAN Based*	CO-MO3-1	$25.00	0.71	$34.99
Element K	*13C*	Intro to Microsoft OUTLOOK 2003 or higher	*11 to 25 users delivered WEB Based*	KH-MO3-1	$40.00	0.80	$49.99
Element K	*14A*	Intro to Microsoft OUTLOOK 2007	*single user delivered on CD-ROM*	QS-MO7-1	$15.00	0.50	$29.99
Element K	*14B*	Intro to Microsoft OUTLOOK 2007	*2 to 10 users delivered LAN Based*	CO-MO7-1	$25.00	0.71	$34.99
Element K	*14C*	Intro to Microsoft OUTLOOK 2007	*11 to 25 users delivered WEB Based*	KH-MO7-1	$40.00	0.80	$49.99
Element K	*15A*	Microsoft Frontpage 2003 Basics	*single user delivered on CD-ROM*	QS-FP3-1	$15.00	0.50	$29.99

Element K	*15B*	Microsoft Frontpage 2003 Basics	*2 to 10 users delivered LAN Based*	CO-FP3-1	$25.00	0.71	$34.99
Element K	*15C*	Microsoft Frontpage 2003 Basics	*11 to 25 users delivered WEB Based*	KH-FP3-1	$40.00	0.80	$49.99

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The following libraries of online learning courses are available for purchase at all agencies in the Commonwealth of Virginia. To view all of the courses within these libraries, go to: www.elementk.com/catalog .

Office Productivity

Maximize the return of your technology investment with this comprehensive library of desktop and office productivity applications including such topics as MS Office, MS Access, Browsers, Lotus Notes, and more.

	Commonwealth of VA Annual Price
Part Number	IBT-OPML-1
Price Per User ID	$40

Computer Professional

An integrated library for all computer professionals. The library includes courses in topics ranging from networks, operating systems, and programming, to web development, and design & media.

	Commonwealth of VA Annual Price
Part Number	IBT-CP-1
Price Per User ID	$150

Design and Media (D&M)

Creative talents will have no bounds when you empower your employees with e-learning on the most popular computer design applications available today.

	Commonwealth of VA Annual Price
Part Number	IBT-DM-1
Price Per User ID	$70

Cisco

This library is for advanced network professionals who require training on Cisco technologies. Whether they're looking to become Cisco certified or to just expand their level of knowledge about Cisco equipment, this library is the ideal choice. Course offered will cover CCNA, CCNP, and CCIE certifications.

	Commonwealth of VA Annual Price
Part Number	IBT-CISCO-1
Price Per User ID	$150

Telephony

This complete library of telephony offers a variety of courses on topics including TCP/IP, ATM, VoIP.

	Commonwealth of VA Annual Price
Part Number	IBT-TEL-1
Price Per User ID	$150

Project Management

Keep your employees on the knowledge track with project management courses that map to the PMI certification, and courses in Microsoft Project.

	Commonwealth of VA Annual Price
Part Number	IBT-OP-1
Price Per User ID	$70

Business Fundamentals Premium

Foster knowledge through continued learning in your organization with professional development topics such as Time Management and Effective Meetings.

	Commonwealth of VA Annual Price
Part Number	BMS-G-12
Price Per User ID	$50

Harvard ManageMentor+ v5.0 (HMM+)

Support your professional development with courses from Harvard Business School Publishing.

	Commonwealth of VA Annual Price
Part Number	HMM-G-12
Price Per User ID	$195

Occupational Safety and HR Compliance / Employment Law

Ensure a safe and compliant working environment with this engaging set of self-paced courses.

	Commonwealth of VA Annual Price
Part Number	IBT-WPS-1
Price Per User ID	$50

Situational Leadership®

A proven, effective model that will help you to make conscious decisions about your leadership actions and your options in interpersonal situations.

	Commonwealth of VA Annual Price
Part Number	CLS-SL-12
Price Per User ID	$90

CompTIA

This library combines all CompTIA courses, A+, Network+, IT Project+, Internet+, Linux+, and Security+.

	Commonwealth of VA Annual Price
Part Number	COMPTIA-S12
Price Per User ID	$150

Security

This library offeres IT Security Courses including Security+, TCP/IP, A+, Network+, Network Security Fundamentals, and more...

	Commonwealth of VA Annual Price
Part Number	SCP-G12
Price Per User ID	$125

Planning & Implementation Support

1) Site set up: Creating the Learning Environment which includes: Development of Welcome Page Design and Editorial Content, Upload of logo, Personalization of completion certificates, Development of Organizational Structure/Set Preferences, Creation of an Administrator Profile, Association of Administrator with Groups, and one review by client prior to making these live. 2) 2 2-hour webinars to teach Agency Administrator how to Import/create/edit Students, how to update Welcome messaging, how to run reports, and how to use ADMINessentials site for additional training on site features. 3) Mid-year and annual reviews.

	Commonwealth of VA Annual Price
Part Number	LAS-GPI-1
Price Per User ID	$3,995

All agency-wide purchases will include the following support options and services from Element K:

Learning Resources

All libraries include self-paced courses, online technical references, KnowledgeShare message board, Element K courseware manuals, articles, Brainbench exams, and LMS (KnowledgeHub) access.

Technical Support

Live Chat: Access to live chat is available via the Support Options pages on both the student and Administrator websites. On-line chat is available Monday - Friday 24 hours a day.

Phone: Element K Technical Support is available by phone 6am-12am Monday - Friday excluding major holidays. Voice Mail is accepted on Saturday and Sunday and will be processed starting at 7a.m. the following business day.

Email: Email requests are responded to within 24-48 hours. All promised response times are for acknowledgement and initial recommendation. Actual resolution times vary depending on the nature of the support request. Element K Contact Us/Support Options Web-Form - Technical Support will respond to all correspondence to the Contact Us pages (Admin site or Student site) within 24-48 hours.

Other available options for the Commonwealth of Virginia:

Additional libraries are available for purchase and can be added to any agency procurement. Contact your Account Executive for pricing details.

vLabs can be added to the following libraries at the rate listed respectively:

Office Productivity - $20
Computer Professional - $100
Cisco - $100
IT Comprehensive - $175

State employees may purchase any library at the government rate for their personal use. Proof of employment is required.