

Fremont Union High School District

Vendor Proposal Letter / Certificate of Acceptance

REQUIRED RESPONSE FORM

DATE:

TITLE: Learning Management System RFP

This Proposal must be submitted to Fremont Union High School District, 589 West Fremont Avenue, Sunnyvale, CA 94087, before 2:00 p.m. PDT on July 26th, 2019 and plainly marked RFP - Learning Management System. Proposals received after 2:00 p.m. PDT on July 26th, 2019 may not be considered.

Anti-collusion Statement/Public Domain

The undersigned Vendor has not divulged, discussed, or compared the Proposal with other Vendors and has not colluded with any other Vendor or parties to the Proposal. The Vendor acknowledges that all information contained herein is part of the public domain.

Proposal Certification

I hereby certify that I am submitting the following information as my company's Proposal. I understand that by virtue of executing and returning with the Proposal this required response form, I further certify full, complete, and unconditional acceptance of the contents of the entire Request for Proposal (RFP), including Appendix items. I also agree to be bound by any and all specifications, terms, and conditions contained in the Request for Proposal as amended. I understand that the following are requirements of this Request for Proposal and that **failure to comply with these requirements will result in the disqualification of this Proposal.**

One complete original hard copy of the Proposal, including this Required Response Form, any necessary addenda, plus 2 additional hard copies containing the complete RFP Proposal must be fully executed and returned in a sealed envelope(s) before 2:00 p.m. PDT on July 26th, 2019 to the Fremont Union High School District in accordance with the submittal requirements. The Proposal must contain all information required by and described in the RFP. An additional digital copy in searchable PDF format should be emailed to Marissa White (mwhite@kanavelgroup.com) prior to 2:00 p.m. PDT on July 26th, 2019.

Vendor Name: _____

Street Address: _____

City, State and Zip Code: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

Contact Person Phone Number: _____

Contact Person Fax Number: _____

Contact Person E-mail Address: _____

NOTE: Forms must be typed or completed in ink. An original manual signature is required.

Fremont Union High School District Learning Management System (LMS) RFP

Vendor Proposed Registration Form

DIRECTIONS: If you intend to submit a response to the Fremont Union High School District's LMS RFP, it is strongly recommended you fill out and return this **VENDOR PROPOSED REGISTRATION FORM** by June 14th, 2019 to become a registered Vendor to be included on the list for any future communications concerning this RFP. Please email this completed document to Marissa White - mwhite@kanavelgroup.com

Vendor Name: _____

Street Address: _____

City, State and Zip Code: _____

Print Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

Contact Person Phone Number: _____

Contact Person Fax Number: _____

Contact Person E-mail Address: _____

NOTE: Forms must be typed or completed in ink. An original manual signature is required.

REQUEST FOR PROPOSAL

Fremont Union High School District (FUHSD) is receiving proposals on its Learning Management System (LMS) for 5 high schools. Proposals will be accepted until July 26th, 2019 before 2:00 p.m. PDT at 589 West Fremont Avenue, Sunnyvale, CA 94087 at which time they will be opened. Submit two copies of the proposal. An additional digital copy in searchable PDF format should be emailed to Marissa White (mwhite@kanavelgroup.com) prior to 2:00 p.m. PDT on July 26th, 2019.

Brief Overview of FUHSD

Fremont Union High School District is located in Sunnyvale, CA. There are seven school locations.

Cupertino High School [2,057]

Fremont High School [1,989]

Homestead High School [2,389]

Lynbrook High School [1,848]

Monta Vista High School [2,343]

FUHSD Adult School

Community Day School

1. INTRODUCTION

1.1 Purpose

The Fremont Union High School District (FUHSD or District) is requesting Proposals to provide an integrated Learning Management System. The comprehensive Learning Management System (LMS) described in this document is intended to support FUHSD's vision of a fully integrated, centralized, digital communication and collaboration experience.

This RFP is intended to provide a standard base from which to evaluate requested and alternative solutions and to allow the Vendor flexibility in proposing the most appropriate and cost-effective system. The acceptance of a Proposal does not obligate the Fremont Union High School District to purchase a system from any Vendor. Fremont Union High School District reserves the right to reject all Proposals and not make a decision. After receipt of the Proposal, and prior to signing the contract, Fremont Union High School District reserves the right to modify the system requirements by adding or deleting specific modules or optional features.

The primary goal of the Fremont Union High School District, through the issuance of this RFP, is the selection, implementation, and operation of a system that will meet the District's current and future needs. More importantly is the selection of a Vendor/Partner who will grow with the District's needs and provide functionality beyond the initially defined product life cycle.

The proposed enterprise Learning Management System will need to interface with other systems already in place including, but not limited to: Infinite Campus, Google Apps, and TurnItIn.

The proposed system should be a complete system consisting of software, installation, data conversion, software customization, training and software support, including standard district, state and federal reports.

The RFP also includes standard and ongoing software maintenance. Data conversion needs should include all the necessary data in the existing systems. FUHSD requests that the Vendor evaluates the overall operational requirement of its proposed integrated LMS solution and recommend appropriate hardware to satisfy the District's needs when fully implemented.

FUHSD is seeking a single supplier of systems design, software, installation, training, maintenance, and technical support for all the goods and services described in this Request for Proposals (RFP).

1.2 RFP Organization

This RFP is divided into 7 sections (plus 5 appendices):

- Section 1 Introduction - Consists of general information on the objectives of this RFP and information about the organization of this RFP.

- Section 2 Background -Provides overview and background information pertaining to the Fremont Union High School District that may be helpful to Vendors.

- Section 3 RFP Process Overview - Provides the specific detail for the submission process of RFPs to FUHSD including calendar, submission requirements, and notification procedures.
- Section 4 Learning Management System Software/Hardware Standards - Provides general design guidelines and the specific level of service and interface required for the Learning Management System. It also identifies the standards and protocols to be incorporated into the software.
- Section 5 Installation and Support Services - Provides an overview and specific guidelines for installing, implementing, testing, training, supporting and maintaining the Learning Management System.
- Section 6 Proposal Evaluation Process - Provides an overview and specific guidelines for how various Vendor Proposals will be evaluated and the final selection of a Learning Management System will be completed.
- Section 7 RFP Response Format & Contents -Provides specific information about the contents and format of the actual required response documents.
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- Appendix A Vendor Qualifications Questionnaire - A questionnaire detailing the experience and technical competence of a perspective Vendor.
- Appendix B Technology Requirement Questionnaire - A questionnaire detailing the core technical competencies required of qualifying LMS.
- Appendix C Pricing/Cost Breakout - A template for breaking down all costs associated with the system over the first five years.
- Appendix D Vendor's Certificate Regarding Workers' Compensation - Certificate to comply with Labor Code Section 3700.
- Appendix E Certificate of Nondiscrimination by Vendor - Certificate to demonstrate that Vendor is non-discriminatory in its employment.

Note, throughout the RFP, the following terms may be used interchangeably:

- Request for Proposal or RFP
- Fremont Union High School District or FUHSD or District
- Learning Management System or LMS
- Learning Tool Interoperability or LTI

2. BACKGROUND

2.1 District Overview

This section begins with some background information on the Fremont Union High School District and discusses the overall expectations for the new LMS, as well as specific needs of FUHSD. It also describes existing services and equipment that the Vendor may wish to incorporate into its design and the issues that need to be considered when migrating from FUHSD's current LMS to a new system.

2.2 Technology Summary

Fremont Union HSD Information Technology provides support for five high schools, a community school, an adult education program and several smaller special programs. IT users include the approximately 10,000 high school students and 1,000 staff. There are approximately 9,000 client computers available for student and staff use.

Connectivity between the District Office and Cupertino HS, Homestead HS, Lynbrook HS and Monta Vista HS is via Opteman circuits, currently rated at 20 [VERIFY] Mbps. Due to its proximity to the District Office, Fremont HS and Adult and Community Education are connected via 1GB fiber. Connectivity within schools' LANS includes Gigabit Ethernet over fiber, with Fast Ethernet connections to client computers.

Connectivity to the Santa Clara County Office of Education (SCCOE) is also via Opteman currently at 100 Mbps.

2.3 Current Learning Management System

The Fremont Union High School District currently does not utilize an enterprise Learning Management System.

2.4 Personnel Who Will Use LMS

Users of the Learning Management System will include administrators, teachers and clerical staff at the Fremont Union High School District office as well as school site administrators, teachers and support staff, students and parents.

Staff that will use the LMS at the District Office include (but are not limited to):

- Superintendent's Office
- Deputy Superintendent's Office
- Associate Superintendents and support staff
- Directors and Coordinators and staff
- Data Managers and staff
- Business Services

FUHSD's vision for the new Learning Management System is to provide a platform which supports rapid site and district teacher PLC collaboration, feedback, data analysis and teacher/parent/student communication which would help teachers and students identify areas in which students need more support and may target those interventions early and rapidly to ensure that learning stays on track.

Access to the information in the Learning Management System will be extended, based on FUHSD's security access standards, to staff, including but not limited to:

- Site principals, administrators and secretaries
- Registration, enrollment, attendance staff
- The entire teaching staff
- Parents of students in the Fremont Union High School District
- Students in the Fremont Union High School District

- Nurses, psychologists, counselors
- Food Services
- Adult Education/ROP
- Human Resources
- Assessment, Research and Evaluation
- Child Welfare and Attendance
- Special Education
- Campus Supervisors
- Speech Therapists
- Occupational Therapists
-
- Special Programs
- English Learners
-

2.5 LMS Items/Issues to Consider

The District envisions a comprehensive Learning Management System that will serve as a central Academic Hub of all student and school information that will serve the needs of the just over 10,000 high school students as well as students in Adult Education programs. This system needs to be a solution that enhances the District's dedication to equity and success for all students by engaging teachers, students and parents into a shared process of student learning and success. The FUHSD is looking for a solution that provides functionality in the areas listed below. Further detail can be found in the Operational Details Section table in section 4.4_

- Core Design
- Digital Classroom Experience
- Reporting and Data Management
- Administrator Portal
- Teacher Portal
- Student Portal
- Communication and Notification Tools
- Parent Portal

3. RFP PROCESS OVERVIEW

3.1 RFP Schedule of Events

Event	Anticipated Date(s)
Advertised in The San Jose Post	June 7 th , 2019
Request for Proposal issued	June 7 th , 2019
Vendor deadline -Registration for RFP	June 14 th , 2019
Last day for written questions/clarifications	June 21 st , 2019
Response to questions to be posted to the FUHSD website or e-mailed	June 28 th , 2019
Proposals due to FUHSD Purchasing Agent by 2:00 p.m.	July 26 th , 2019
District review	August 1 - September 30, 2019
Recommendation presented to the School Board	October 4, 2019
Contract negotiation completed	October 16, 2019
Installation scheduled to begin	TBD
Installation completed	TBD
Training of staff and other end users	October 2019 – May 2020

3.2 Process for Submitting Written Questions/Clarifications for RFP

Vendors may submit questions about the RFP prior to submission of their official Proposal. The last day for questions to be submitted is June 21st, 2019. Questions must be submitted in writing to the attention of Marissa White at mwhite@kanavelgroup.com. Questions will be compiled and responded to by 4 p.m. on June 28th, 2019.

3.3 Process for Submitting Proposals

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for Sunnyvale, CA. (e.g. Pacific Daylight Time (PDT)).

To be considered a Vendor, the candidate must submit in a sealed envelope(s) one complete original hard copy of the Proposal, including the Vendor Proposal Letter/Certificate of Acceptance Required Response Form, found at the beginning of this RFP, any necessary addenda, plus 2 additional hard copies, 1 searchable digital copy sent via email as instructed on the Vendor Proposal Letter/Certificate of Acceptance Required Response Form containing the complete RFP Proposal in both Word and PDF formats to the Fremont Union High School District in accordance with the submittal requirements on or before 2:00 p.m. PDT on July 26th, 2019. The Proposal must contain all information required by and described in the RFP.

All responses to the Request for Proposal shall be submitted to: Attention: Christine Glenny

It is the sole responsibility of the Vendor to be sure that the FUHSD has received the entire Proposal and any and all addenda.

It is the sole responsibility of the Vendor to be sure that their RFP Proposal is received at the District Office located at 589 West Fremont Avenue, Sunnyvale, CA 94087 on or before 2:00 p.m. PDT on the July 26th, 2019.

3.4 Vendor Registration

FUHSD highly recommends all Vendors who intend to submit a Proposal to the FUHSD LMS RFP register with FUHSD to insure inclusion on the list of recipients for any addenda or clarifications published by FUHSD in connection with this RFP. A registration form is located on the page directly after the mandatory RFP Required Response Form at the beginning of this RFP.

It is the sole responsibility of the Vendor to complete the registration process.

3.5 Examination of RFP Documents

Vendor shall be solely responsible for examining the enclosed RFP Documents, including any Addenda issued during the Proposal period, and for informing itself with respect to any and all conditions which may in any way affect the amount or nature of the Proposal, or the performance of the services in the event Vendor is selected. No relief for error or omission will be given.

3.6 Interpretation of RFP Documents

Prospective Vendors with questions must put all such questions in writing and submit them via email to the District as outlined in item 3.2 above.

Where such interpretation or clarification requires a change in the RFP Documents, the District will issue an Addendum. Vendor shall acknowledge receipt of any and all Addenda in its Proposal Letter. The District shall not be bound by and Vendor shall not rely on any oral interpretation or clarification of the RFP Documents.

NOTE: At no time prior to the District's notice of award shall Vendor(s) contact District officials or personnel regarding this RFP or any contract(s) to be awarded in response hereto, except those designated in this RFP. To do so could subject the Vendor to disqualification.

3.7 Changes to the RFP

Vendors who are registered with FUHSD for this RFP will be notified by e-mail of any changes in the specifications contained in this RFP by addendum. If any addenda are issued to this RFP, a good faith attempt will be made to deliver a copy of same to those persons or firms who, according to the records of the FUHSD, have previously received a copy of and are registered with FUHSD for this RFP. However, **PRIOR TO SUBMITTING THE PROPOSAL**, it shall be the sole responsibility of the Vendor to check the District's website (<http://www.fuhd.org/departments/business-services>) to determine if any addenda were issued and, if so, to obtain such addenda.

3.8 Preparation of Proposal

The Proposal shall be formatted in accordance with the requirements specified in Section 7 herein. The Proposal shall include copies of the Vendor Proposal Letter/Certificate of Acceptance provided with the RFP Document (first page after title page). The Vendor Proposal Letter/Certificate of Acceptance and forms shall be executed by an authorized signatory as described in Section 3.10, the instructions entitled "Signing of Proposal/Authorization to Negotiate". All Proposals shall be prepared by and at the expense of the Vendor.

Vendors should not assume that their past and/or current experience with the Fremont Union High School District demonstrates knowledge of the District's current needs or that the FUHSD Learning Management System Advisory Committee possesses knowledge of this experience. The evaluation of each Proposal will be based upon the evaluation criteria applied to their Proposal submission.

3.9 Alternative Proposals

The Proposal should conform to the requirements contained herein. Vendors submitting conforming basic Proposals may submit alternate Proposals as complete separate offers, if the alternate Proposals offer technical improvements or modifications, which are to the overall benefit of the District. The District reserves the right to accept or reject any alternate Proposal. Oral, telegraphic or telephonic Proposals or modifications will not be considered.

3.10 Signing of Proposal/Authorization to Negotiate

Each Proposal submitted by Vendor shall be executed by Vendor or by its authorized officer. In addition, Vendor must identify those persons authorized to negotiate on its behalf with the District in connection with this RFP. The signature of all persons signing shall be in longhand and executed by the principal officer duly authorized to make contracts. Obligations assumed by such signature must be fulfilled.

3.11 Withdrawal of Proposals

A Proposal may be withdrawn by the Vendor prior to the date and time for submittal of Proposals by means of a written request signed by the Vendor or its properly authorized officer. Such written request must be delivered to the person and place stipulated in Item 3.3 ("Process for Submitting Proposals").

3.12 Submission of Proposal/Period of Acceptance

Each Proposal submitted by Vendor shall be delivered to the District at the address shown in Item 3.3 by 2:00 p.m. on July 26th, 2019. It is the Vendor's sole responsibility to assure that its Proposal is received as stipulated. In compliance with this RFP, the Vendor agrees to provide the services at the costs no higher than that stipulated in their Proposal if accepted by FUHSD on or before October 16th, 2019.

3.13 Number of Copies

Each submission package should be presented so that it can be readily reviewed (an index is desirable). Submit an original and two (2) copies along with 1 copy of the final RFP response digitally via email in the appropriate searchable Word and PDF formats to the email as directed in Item 3.3 above.

3.14 Evaluation of Proposals

All Proposals will be evaluated for responsiveness to the requirements of the RFP, and to the responsiveness of the Vendor. A Proposal will be considered responsive if it complies in all material respects to the requirements of the RFP. The District shall evaluate all Proposals to determine which meet the District's minimum service requirements, without regard to price. This evaluation may, at the District's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met.

The District will then only consider those Proposals that meet the minimum service requirements for further evaluation. After considering responsiveness to the RFP, the responsibility of the Vendor, and the minimum service requirements of the Proposal, the District will evaluate and score the Vendor with regard to the evaluation criteria detailed below in Section 6, Proposal Evaluation Process.

All Proposals properly completed and submitted will be accepted by the FUHSD. However, the FUHSD reserves the right to request necessary amendments, reject any or all Proposals, reject any Proposal that does not meet all mandatory requirements, or cancel this RFP according to its best interest.

The FUHSD also reserves the right to waive minor irregularities in Proposals if that action is in the best interest of the FUHSD. If the Vendor is awarded the contract, such a waiver shall in no way modify the requirements stated in this RFP or excuse the Vendor from full compliance with the specifications stated in this RFP or resulting contract.

3.15 Award of Contract

The District will analyze all RFP responses submitted in a timely manner. FUHSD will follow the RFP evaluation process outlined in Section 6, Proposal Evaluation Process and standard FUHSD procurement procedures. Based on the recommendation of the FUHSD LMS Advisory Committee, the FUHSD will then award the contract to the highest scoring firm that best meets the needs of FUHSD in the judgment of the LMS Advisory Committee.

Following the award, a contract will be prepared for approval by the FUHSD Board of Trustees. The acquisition of any product, equipment, or service in connection with this RFP that is outside the scope of this project, is subject to the approval of the FUHSD Board of Trustees. The District has no liability to any Vendor participating in this RFP process prior to when the FUHSD Board of Trustees approves the issuance of a contract to that Vendor.

Any contracts resulting from this RFP shall be awarded to the firm(s) whose Proposal meets the requirements of the RFP and is to the best advantage to the District, as established by the criteria listed herein. Each category will be independently evaluated.

The contract as issued, will incorporate by reference the "Contract Documents," defined to include, but not necessarily be limited to, this RFP and the accepted RFP Response (although the District reserves the right to reject any objectionable terms of any such RFP Response, which terms then shall not be included in the Contract Documents) and the FUHSD Terms and Conditions.

Vendors within the competitive range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to their Proposal (or a Best and Final Offer) as may result from negotiations.

Board approval of the contract constitutes an award pursuant to this RFP.

Following Board approval, the District will notify the selected Vendor in writing of the award, as memorialized by the contract. Upon receipt of that written notification, Vendor shall commence performance under the Contract.

3.16 Notifications and Debriefing of Unsuccessful Vendors

The District shall notify all Vendors after the recommendation for contract award has been made by the FUHSD LMS Advisory Committee, but no later than the award recommendation being placed on the FUHSD Board of Trustees' agenda. This notification shall be prior to approval of the contract award.

Following contract award, debriefings will be available to all unsuccessful Vendors. Requests for debriefings must be in writing and will be confined to a discussion of the Vendor's Proposal and its advantages and disadvantages in relation to the requirements of the RFP.

3.17 Term of Contract

The District anticipates that the contract will be established effective with training to start October 2019 and to continue until May 2020. The District anticipates entering into a long-term Learning Management System software maintenance agreement with the successful Vendor following the software warranty period. FUHSD is requesting Vendors to cost out maintenance services for 4 years following the first-year warranty period.

3.18 Public Records Act

Responses to this RFP become the exclusive property of the District and are subject to the California Public Records Act. Those elements in each Proposal which are trade secrets or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Vendors, which indiscriminately identify all or most of their Proposal as exempt from disclosure without justification, may be deemed non-responsive.

In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Proposal marked "confidential," "proprietary," or "trade secret," Vendor agrees, upon submission of its Proposal for District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

3.19 District Rights

The District may investigate the qualifications of any Vendor under consideration, require confirmation of information furnished by a Vendor, and require additional evidence of qualifications to perform the services described in this RFP. The District reserves the right to:

- Reject any or all the Proposals.
- Postpone selection for its convenience.
- Issue subsequent Requests for Proposals.
- Cancel or withdraw the entire Request for Proposal.
- Remedy technical errors in the Request for Proposal process.
- Appoint evaluation committees to review Proposals.
- Seek the assistance of outside technical experts and/or consultants in Proposal evaluation.
- Approve or disapprove the use of any and all personnel, including particular subcontractors, from the Proposal.
- Establish a short list of Vendors eligible for discussions after review of written Proposals.
- Negotiate with any, all, or none of the Vendors.
- Solicit best and final offers from all or some of the Vendors.
- Award a contract to one or more Vendors.
- Accept other than the lowest priced offers.
- Waive informalities and irregularities in Proposals.
- Not return any Proposals.
- Not be charged any fees for any work done in the preparation of any Proposals.

3.20 District Ownership of Products

Excluding licensed software and other mutually agreed upon products, all deliverables and products developed and delivered in association with any contract awarded as a result of this RFP shall be the property of and belong solely to the District.

3.21 Qualifications of Firms

The District believes that there are many firms, large and small, new and old, throughout the nation that can provide the high-quality services needed to perform the services outlined in the Software/Hardware Standards. The District reserves the right to investigate the qualifications of all firms under consideration and to confirm any part of the information furnished by a Vendor, or to require other evidence of managerial, financial or other capabilities which are considered necessary for the successful performance of a long-term contract.

It invites Proposals from all firms, and, in the case of small firms that believe they may not have sufficient staff to handle the volume of work contemplated, the District will accept joint Proposals from two or more firms, provided that the Proposal explains satisfactorily how the firms will coordinate their work and that the arrangement will not interfere with the provision of the services, as the District would only like to entertain complete solutions.

Any person, firm, corporation, joint venture, or other interested party that has been compensated by the District or a contractor/vendor engaged by the District for assistance in preparing this RFP Document shall be considered to have gained an unfair competitive advantage in proposing and shall be precluded from submitting a Proposal in response to this RFP.

Any person, firm, corporation, joint venture, or other interested party that has continued discussions regarding this RFP with District staff other than the Procurement department staff, after the RFP is issued may be considered to have gained an unfair advantage in proposing and may be precluded from submitting a Proposal in response to the RFP.

No Proposal will be accepted from, or a contract awarded to, any party or firm in arrears to the Fremont Union High School District, or who is a defaulter as surety, contractor or otherwise within the past twelve (12) months.

3.22 Alteration or Variation of Terms

It is mutually understood and agreed that no alteration or variation of the terms of this Proposal shall be valid unless made or confirmed in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made or confirmed in writing between the parties hereto shall be binding on any of the parties hereto.

3.23 Assignability

A contract is not assignable by the Vendor either in whole or in part. The contract shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assignees of the respective parties hereto.

3.24 OSHA

All material, equipment, or labor shall comply with the required standards of OSHA and CAL OSHA 1973 as last revised.

3.25 Compliance with Statute

Vendor hereby warrants that all applicable Federal and State statutes and regulations and/or local ordinances will be complied with in connection with the delivery of the services offered.

3.26 Workers' Compensation

In accordance with the provisions of Section 3700 of the Labor Code, Vendor shall secure the payment of compensation to employees. Vendor shall sign and file with FUHSD the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires

every employer to be insured against liability for workers' compensation or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The certificate is included as Appendix D.

3.28 Affirmative Action

The bidder shall sign the enclosed "Certification of Nondiscrimination by Vendor" form (Appendix E) and submit it with the Proposal.

3.29 Insurance Requirements

Vendor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

1. Public Liability Insurance for injuries including accidental death to any one person in an amount not less than \$1,000,000;
2. Subject to the same limit for each person on account of one accident, in an amount not less than \$1,000,000;
3. Property Damage Insurance in an amount not less than \$500,000;
4. Workers' Compensation Insurance in an amount adequate to cover all employees;
5. Professional Liability Insurance (errors and omissions) in an amount not less than \$1,000,000;
6. Automotive and truck insurance where operated in amounts as above.

3.30 Proof of Carriage Insurance

Company shall not commence work nor shall company allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in duplicate to and approved by FUHSD:

1. Certificates and insurance policies shall include the following clause:
"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to FUHSD stating date of cancellation or reduction may not be less than ten (10) days after date of mailing notice."
2. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date and cancellation and reduction notice.

4. LEARNING MANAGEMENT SYSTEM SOFTWARE/HARDWARE STANDARDS

4.1 General Requirements

The primary goal of this project is to replace School Loop and to implement new tools to support the needs of all District personnel with an integrated enterprise web-enabled system, centrally located and managed. The new system must have the capacity to support the District's needs for the foreseeable future. A key focus of the new system is its flexibility to meet current and future needs of the District without the need for custom programming.

4.2 Strategic Technology Design Decisions

The Learning Management System must not be isolated from other administrative applications. FUHSD's vision includes a central data "hub" built on a common set of data standards, procedures and policies. The integration of all information systems, both administrative and instructional, focuses on an operational level decision support system to enable data driven decisions to foster student achievement.

As a result, FUHSD has developed a list of strategic technology and operational design parameters which serves as core assumptions for the Learning Management System recommendations and implementation strategies. They can guide the development of a common instructional and administrative technology infrastructure over time. The strategic technology design decisions are:

- Access to data provided in the integrated data systems will enable more accurate decision-making and increase staff productivity and student academic performance.
- The new Learning Management System will seamlessly interface with the other District databases and applications via a SIF infrastructure.
- Training and professional development will be provided to administrators and staff to ensure timely implementation and effective use of the new Learning Management System.
- There will be well-designed standards for providing user and technical support as well as a uniform system for establishing, disseminating, and monitoring policies and procedures regarding the Learning Management System.
- In selecting the new Learning System, FUHSD will consider not only purchase price, but also life-cycle costs associated with maintenance, support, and training and functionality that best align with the needs of the District.

4.3 Administrative Information Architecture

The Fremont Union High School District hopes to establish a technology services architecture that ties all administrative and instructional applications together in an integrated multi-Vendor environment. This integrated environment will extend from the classroom, site level to the District level. Effective centralized computing requires standardized interfaces and connectivity, allowing complete integration of information from multiple sources on multiple hardware and operating system platforms. It also facilitates high productivity, with easy-to-use tools for users and systems managers.

The information architectural design must minimize ongoing support costs through:

- Ease of use - By incorporating an easy-to-use user interface, the system will allow users to solve many problems themselves.
- Accessibility - The system must be accessible by users at any time of the day from any location.
- Reliability/availability - The system must minimize hardware and software failure so users will have the confidence to rely on it.
- Maintainability -When problems occur or software upgrades are needed, support must be available from a central location.
- Supportability -To coordinate support when assistance is necessary, support staff must have access to information regarding all previously reported problems and their solutions.

4.4 OPERATIONAL DETAILS QUESTIONNAIRE

Fremont Union High School District has created a technical survey for the Vendor to fill out that will identify the operational capabilities of the LMS being proposed. FUHSD has titled the LMS technical survey the Operational Details Section. The Operational Details Section provides specifics on the operational needs for a learning management system for FUHSD. The Vendor will need to print out the Operational Details Section and identify if the LMS that is being proposed provides the operational capability described in each section by placing a check mark in either the **Yes** or **NO** column.

Also, identify if an additional module or component would need to be purchased to add to the base system for any item that is marked with a **YES**. To identify if an additional module is needed, just put a check mark in the Additional Module column for that item. The Vendor may create codes to place in the Additional Module column to identify different or specific modules. The Vendor would need to provide a list to define the codes.

The final installation price quoted *must* include any and all modules/components to provide the operational capabilities that are marked as **YES** in the Operational Details section that is submitted with your proposal. Feel free to add notes to any section to clarify any issue in the Operational Details Section. The completed technical survey is required with each proposal submitted.

OPERATIONAL DETAILS SECTION

Print out and return with your proposal

Item	NO	Core Design	YES	Additional Module
1		LMS is based on a true web-based architecture and not a client-server or "web-enabled" system.		
2		LMS uses a single district-wide database with real-time online access through a web browser for all users in all locations.		
3		LMS is platform independent for the end user. The end-user can use Internet Explorer, Firefox, Edge, Safari or Chrome web browsers.		
4		LMS provides a mobile compliant interface for Apple iOS and Android devices.		
5		LMS is mobile application compatible for Apple iOS and Android devices.		
6		LMS has SSO integration with Active Directory.		
7		LMS fully integrates with Infinite Campus (Student Information System for FUHSD).		
8		LMS integrates with Google Apps (i.e. Classroom, Drive etc.)		
9		LMS provides integrated traditional and standards-based gradebook options.		
10		LMS is School Interoperability Framework (SIF) Compliant.		
11		LMS has an API for third party platform integration.		

12		LMS is Learning Tool Interoperability (LTI) Compliant.		
13		LMS is Sharable Content Object Reference Model (SCORM) Compliant.		
14		LMS is Ed-Fi Compliant.		
15		LMS is HTML 5 compatible.		
16		LMS has multi-language capability. Please provide detail on this item in comment section below.		
17		LMS has comprehensive 24/7 help desk support via phone or chat and searchable online support documentation.		

Vendor Comments for Core Design

Item	NO	Digital Classroom Experience	YES	Additional Module
1		LMS provides a secure digital assessment platform with lockdown browser capability.		
2		LMS has functionality for timed assessments and ability to pause/restart assessments.		
3		LMS has options for both formative and summative assessments.		
4		LMS provides a variety of assessment question formats (i.e. T/F, multiple choice, fill-in, match, short answer, essay etc.).		
5		LMS provides a comprehensive assessment/quiz question repository.		
6		LMS has functionality to easily scramble assessment questions for students.		
7		LMS offers auto-grading and feedback/collaboration (annotation, comments etc.) in real-time for digital assessments and assignments with grades automatically entered in the gradebook.		
8		Auto-assign assignments based on specific criteria, grades, content standards, milestones etc.		
9		LMS provides options for both traditional and standards-based grading for assessments and assignments.		
10		LMS provides Mastery Learning Tracking on assignments and assessments.		
11		LMS integrates with both Common Core and Next Generation Science Standards.		
12		LMS offers templated and customizable grading rubrics.		
13		LMS integrates directly into the Infinite Campus gradebook. Please explain how grades would be pushed from LMS gradebook into the IC gradebook in the comment section below.		
14		LMS provides real-time visibility/tracking into work due/upcoming, in progress, complete, overdue etc.		
15		LMS offers a peer/self-assessment tool for students. If yes, are these peer evaluations able to be anonymous or reviewed by students in a different class section? Please explain in comments below.		
16		LMS provides customizable and individualized learning pathways to be applied to individual or small groups of students.		
17		LMS has native platform tools for accommodations and modifications to better meet needs of students who may need individualized or differentiated instruction on assessments and assignments.		

18		LMS provides ability to set and track Individualized Learning Plan (ILP) or Individualized Education Program (IEP).		
19		LMS has ability to send out, collect, upload and grade assignments and assessments within the platform.		
20		LMS has options to manage long-term assignments with milestone due dates.		
21		User friendly interface with intuitive easy to use tools for content creation (i.e. copy/paste, rich text, adding multi-media).		
22		Easy organization tools/structure for curricular materials, ability to customize publishing/closing or locking of materials by teacher, course, unit structure assignment etc.		
23		LMS has integrated internal and external plagiarism check tool.		
24		Shared assessments with data analysis tools on common assessments across class, school, district.		
25		Ability for teacher to filter class overviews/student progress pages by name, scores, assignment etc.		
26		LMS allows for admin/teachers/staff view into student's grades/progress across all classes.		
27		LMS has a seating chart within the gradebook.		
28		LMS has options to customize grade scales, rubrics, standards etc.		
29		LMS allows for teacher to determine when to hide/publish grades for assignments, assessments, quizzes etc.		
30		Assignment and assessment archiving for teachers.		

Vendor Comments for Digital Classroom Experience

Development of Reports

The process of reviewing data and creating a wide range of reports is a critical issue in the evaluation of the LMS. The LMS must have complete solutions for automated generation of reports for the Fremont Union High School District to utilize in a variety of ways. The LMS must provide a solution where appropriate FUHSD and school personnel can review all school and/or district level data for specific reports.

Item	NO	Reporting and Data Management Details	YES	Additional Module
1		LMS allows for automated generation of reports in on-demand or auto-scheduled formats for all levels such as students, parents, teachers and staff. Example: Missing grades, assignments, grade threshold etc.		
2		LMS allows data to be exported from the platform in a variety of formats (i.e. .csv, pdf). Please add any additional comments below.		
3		LMS provide user-friendly, user-defined reporting, including AND, OR, NOT, wildcards and historical data.		
4		Capability to set up and keep pre-defined groups or filters which can be included or excluded in the creation of reports as well as ability to share filter settings or queries with other users with similar permissions.		
5		LMS has ability to create a template to export student data in the correct format for automated exports and make it available to other users.		
6		Provide real time full integration of information between schools and the district; ALL data available real-time throughout system.		
7		Ability to integrate with standardized testing platforms for results and pull data through LMS.		
8		Capability to run usage reports such as user logins by individual or school.		
9		LMS provides ability to create report of timeline on teacher submission/posting of grades.		
10		LMS provides robust reporting tool that allows export of data on all levels – individual, class, grade level, school, district.		
11		Ability to build, export or share ANY canned or customizable report on-demand.		
12		Ability to import PDF grade summary reports from Infinite Campus into the LMS Portal or student profile/e-portfolio.		
13		Ability to create a digital dashboard to see data sets in parallel (example: multiple “teams” in a classroom setting).		
14		Ability to set global threshold trackers to create notifications and/or auto-generated reports (i.e. all students who fall below 70% sends alert or pop-up to teacher dashboard.)		

Vendor Comments for Reporting and Data Management Details

Item	NO	Administrator Portal	YES	Additional Module
1		LMS provides ability for administrators to set permissions for user accounts at both the District and school level. LMS allows for administrator to manage the user roles/permissions both in a bulk manor or on individual basis.		
2		Ability to communicate with teachers, parents, students via LMS portals. If LMS has internal communication system, please describe in comments.		
3		LMS provides capability for administrator to create, edit and post calendar events, newsletters, announcements to teacher, parent and student portals		
4		LMS provides automatic rostering and class/course creation from Infinite Campus as well as the manual creation of classes/courses within the LMS not tied to IC.		
5		LMS provides class creation for core classes as well as elective classes in bulk or individual basis.		
6		LMS allows for easy removal of student from class rosters. If student leaves in beginning of year to delete from roster, if leaving mid-year, ability to archive the student.		
7		LMS allows for calendar to be connected or exported to iCAL, Outlook etc. with automatic sync for school staff, parents, students. Please provide further information if this feature is available and what platforms the calendar function to export to.		
8		LMS internal email system can be linked to FUHSD email system to provide teachers and staff with a single place to receive and respond to staff, parents and students.		
9		LMS allows for behavioral and discipline incident tracking and reporting with ability for administrators to define triggers or alerts as well as the ability to run detailed reports on this information.		
10		LMS allows for positive behavior incident tracking and reporting with ability for administrators to define triggers or alerts as well as the ability to run detailed reports on this information.		
11		LMS allows for administrator to manage the user roles/permissions both in a bulk manor or on individual basis.		
12		LMS allows for administrators to switch views to see what end-users see (i.e. student, parent, teacher).		
13		LMS provides bulk user import and export functionality.		
14		LMS provides options for global grading scales and permissions.		

Vendor Comments for Administrator Portal

Item	NO	Teacher Portal	YES	Additional Module
1		LMS provides ability for teacher to create assignments, assessments, objectives, lesson plans etc. and customize learning platforms for individual or groups of students.		
2		LMS allows teacher to add/edit grades within LMS gradebook for both traditional and standards-based grading as well as decide when those grades are published for viewing.		
3		LMS provides teacher with direct communication tool to guardians and students through the portal		
4		LMS allows teacher to create class webpages which are easy to build, update and are customizable with ability to handle media. If templates are made available, please describe in comments section.		
5		LMS provides teacher with ability to view grades for any student teacher is connected to regardless of whether they teach all classes for student.		
6		LMS allows for teacher to customize their view of their portal (i.e. order of students, classes, assignments etc.).		
7		LMS provides simple content/file management tools for teachers which allow for easy sharing of content among user groups.		
8		LMS provides a resource repository for content that is either created or integrated from third party sources.		
9		LMS allows for import and export of content from third party resources as well as individual desktop file sources (example: Google docs, Khan Academy etc.)		
10		LMS provides content creation tools that integrate with open educational resources (i.e. Khan Academy, CK-12) and allows for multi-media integration (YouTube etc.).		
11		LMS utilizes rich text editor that allows teachers to format, add media, images and text that works across all browser types and devices.		
12		LMS integrates with Google Classroom as well as other Google Apps.		
13		LMS offers easy to use collaboration tools for both teachers and students on classwork, assignments, etc.		
14		LMS provides tools that allow for custom group creation (i.e. PLC) and collaboration, resource repository, and calendar for group members.		
15		LMS provides an E-Portfolio for students to save and/or archive their course content.		
16		LMS allows for student to download their E-Portfolio to take with them if they transfer to another school in or out of District or upon graduation. If yes, please explain below.		

17		LMS has the functionality to auto-display or auto-archive files or allow for manual display or archiving by teachers within their course content, lesson plans etc.		
18		LMS has a native plagiarism check tool or provides seamless integration with a third-party platform, such as TurnItIn, for this functionality.		
19		LMS has a "Conflict Calendar" that will display the other course workloads to allow for schedule balancing when determining due dates for assignments for both individual students as well as classes. Please explain how this feature works in your platform in the comments below if you currently have this functionality.		
20		LMS has the functionality to add a teacher to a group/PLC even if there not attached to any courses.		
21		LMS has functionality allowing for use of other languages (i.e. Japanese, Chinese, Spanish etc.) in creation of content, assessments etc. Please explain how LMS allows for foreign language student/class content.		
22		Allows for teacher to switch to a student view to see what a student sees.		

Vendor Comments for Teacher Portal

Item	NO	Student Portal Details	YES	Additional Module
1		LMS provides students with an easy to navigate dashboard overview of academic information such as classes, assignments, calendars, mastery tracking, progress, communication, feedback etc.		
2		LMS has tools to send online orientation information to new students.		
3		LMS has a "Assignment Calendar" and/or "To Do List" that will display the student workload to allow for schedule balancing.		
4		LMS allows for multiple calendar integration for student to track all course work, due dates, extracurriculars etc. as well as integrate with their personal email such as O365, Gmail etc.		
5		LMS provides some customization for student to modify the look and feel of their portal home screen but not modify content.		
6		LMS provides communication functionality for student to send questions and receive feedback to and from all teachers.		
7		LMS has notification features for alerts to students on upcoming due dates, past due work and other important academic information.		
8		LMS has digital assignment submission functionality.		
9		LMS provides e-file portfolio functionality for students to store historical classwork, assessments, etc. with the ability to download this content to take with them in the event of course change, transfer or graduation.		
10		LMS has feature to allow for scheduling of teacher appointments, office hours, tutorials etc. Does this feature allow for notifications, alerts for "double booking", conflicts etc.? Are teachers able to assign students to a time slot? Please explain how this feature works below.		
11		Ability to take lecture notes and/or videos during class within LMS platform.		

Vendor Comments for Student Portal Details

Item	NO	Communication and Notification Tools	YES	Additional Module
1		LMS provides ability to communicate via email, SMS and/or in-platform messaging format for administrators, staff, teachers, students and parents.		
2		LMS allows communication based on various group settings defined by schools (i.e. grades, sports, academic groups, a student's other teacher, co-curricular activities etc.)		
3		LMS provides ability to filter and/or build and export report for read, viewed and unopened messages and assignments to all portals.		
4		LMS provides auto-alerts for announcements, progress, missing assignments, due dates, new posts etc. across all device options.		
5		LMS has behavior notifications for both award and discipline.		
6		LMS allows for customization by user of when and how often they receive notifications across all digital platforms.		
7		LMS has in-platform messaging for instant feedback and communication between teacher and student and student to student. Please explain further in comments below if your platform has this feature.		
8		LMS utilizes multi-media communication tools to enable teachers and students to video conference, web conference, send and receive multi-media correspondence etc.		
9		LMS provides tools such as discussion boards, channels, posts, comments and likes to leverage student engagement within the platform.		
10		LMS has two-way SMS communication via the platform.		
11		LMS provides for creation of newsletters and flyers or import of a school letterhead template to be used, or sent to any and all portals. Newsletters and flyers are able to embed links, logos, pictures for additional information. Newsletter can be displayed right in email itself rather than a link to a document.		
12		LMS allows administrators ability to archive newsletters and fliers in all portals to be viewed later if required. This feature should be searchable to locate old information by date, event etc.		
13		LMS allows teacher control over notifications (i.e. not dinging students/parents every time a minor change is made)		
14		LMS allows for user to see the full message in notification (i.e. email, text, etc.) and who it's from with the ability to respond without having to log into their portal.		

15		LMS ability to log parent contact so admin/guidance counselors can see when and how contact was made.		
16		LMS flags, alerts teachers/counselors/APs based on grades, thresholds for early intervention.		
17		LMS allows for both sender and recipient to choose how message is communicated. (Example: teacher chooses to send email and parent has chosen to receive messages via text message alert. Message can be sent and received based on user choice.)		

Vendor Comments for Communication and Notification Tools

Item	NO	Parent Portal Details	YES	Additional Module
1		LMS provides the ability for parents to view real-time grade, assignment, assessment and attendance data as well as receive notifications based on their personal settings.		
2		LMS allows for multiple guardian access to review the student academic portal information.		
3		LMS provides the ability for parents to directly contact teacher or administrator directly through parent portal to address concerns.		
4		LMS provides the ability for staff to schedule customized messages to be displayed on the parent portal.		
5		LMS provides the ability for parents to see calendar, newsletter, announcements etc. via parent portal.		
6		LMS will allow new parents to access archived school information via the parent portal.		
7		LMS allows parents to search school provided announcements via parent portal by any field (i.e. created by, date, time, event etc.).		
8		LMS allows parents to regulate when they receive notifications (i.e. when a grade is updated, daily, weekly, monthly, etc.)		
9		LMS provides ability for school to set expiration dates on announcements to remove old news from parent/student portals.		
10		LMS provides an FAQ and/or tutorial/HELP section for parent portal accessible at any time via the parent portal.		
11		LMS provides Parent/Student portal in multiple languages. Please provide further details (additional costs associated with multi-language, requirements, languages available etc.)		

Vendor Comments for Parent Portal Details

Additional Vendor Comments Not Addressed Above

5. INSTALLATION AND SUPPORT SERVICES

The Vendor must take into consideration FUHSD's proposed implementation timeline for the new Learning Management System but can develop an alternative plan based on the Vendor's experience with similar- sized districts.

5.1 Learning Management System Implementation Plan

The Learning Management System Implementation Plan should list the tasks required, along with contingency plans for the smooth introduction of the new LMS within the rollout period starting in October of 2019.

Vendor will provide the following mechanisms for transforming the data as it is imported into the licensed software:

- Establish rules to resolve data issues
- Cleanse and extract data from legacy systems
- Create a Test Environment to test and verify procedures to assure that the data is imported completely and accurately reflects the source data
- Provide detailed documentation pertaining to the quality of data converted
- Create methods to use to correct erroneous data created as a result of the foregoing processes
- Provide formalized acceptance sheets

5.1.1 Full System Rollout

The Learning Management System Implementation Plan should list the tasks required, along with contingency plans, for the smooth introduction of the new Learning Management System within the rollout period from October 2019 to May 2020. The District would like to start training and conduct data conversion starting in October 2019 so that the staff and students are prepared for the new school year beginning fall of 2020.

5.1.2 Data Conversion

Vendor will be responsible for importing all school, student, teacher and District data from the District's legacy system, School Loop, including but not limited to, all course calendars, assignments, video and class documents and gradebooks that are available for currently enrolled students. The full current year and three years prior data is considered part of the standard data conversion effort. The FUHSD also requests cost information to convert more data. The District has groups of data that include the following school years: 2015-2019. Charges for each set of additional years should be included in the submitted Proposal. Vendor will minimize the disruption to, and work efforts required of the District staff. Vendor must provide the resources necessary to complete the data conversions with minimal impact on District personnel.

5.1.3 Manual Data Conversion

In case of failure to properly convert legacy system data electronically, Vendor is responsible for manual entry/conversion.

5.1.4 Approach to Data Conversion

Vendor will use the following approach to conduct data conversions for migration of District and school data from their existing system to the Licensed Software:

- Hold data conversion planning meeting (at District level)
- Establish configuration tables (at District level)
- Map data elements (at District level)
- Load data into Licensed Software
- Validate and sign off on data input for each school individually

5.1.5 Process by Which Data is Validated

An agreed upon validation process (between FUHSD and the Vendor) will be used by the Vendor during migration to the Licensed Software. This process could include, but is not limited to, the following:

- Vendor will run reports of the original site data to determine where certain local information resides and determine where it should be transferred to properly display in the Licensed Software. Vendor will run reports to compare results.
- Vendor will convert data to a format meeting the Licensed Software requirements.
- After the data has been converted, Vendor will review random batches of records to verify that the data transferred as required. If the data does not transfer as expected, Vendor will change the conversion program, convert the data and review it again. Once the review proves successful, and is signed off by the District, Vendor will reload the data into the Licensed Software.
- Vendor and District staff will review the data load reports for errors. If errors exist, Vendor will review the problem records to determine what changes are needed for a successful load. Vendor will make the necessary changes and reload the data. Vendor will conduct random reviews of the data to assure that the data transferred as required. Vendor will verify the number of records in the original data files against the record count in the Licensed Software to ensure all records have been loaded.
- Data files will continue to be reviewed by District and school-site personnel during implementation to confirm accuracy of the data conversion.

5.1.1 Software and Data Conversion Tools Used

Vendor will provide a library of generic or custom conversion programs that it will draw upon when performing conversions. Vendor will provide detailed data conversion documentation including data conversion rules, field mappings, issues encountered, and actions taken during conversion, conversion statistics for each school, and conversion acceptance sign-offs.

5.1.2 District Reporting and Online Queries

The Vendor is expected to include a plan to assist FUHSD in the development of any additional standard Learning Management System reports and online queries not defined in this RFP. The project plan should allow for the development of these reports.

5.1.8 Interface Requirements

FUHSD's vision includes the interfacing of the LMS to other administrative systems including, but not limited to, Infinite Campus, including its online payment system, emergency and attendance notification system (Blackboard Connect), student assessment system (DataZone (a product of Hoonuit)), , Guidance system (Naviance), Special Education system (SIRAS), HR systems (Analytic and QSS), ASB system (Blue Bear), student online store systems (multiple), athletics system, and the District's library information system (Destiny).

5.1.9 Implementation Planning

Implementation planning identifies the process of transferring services from the FUHSD's existing System to the new Learning Management System.

The FUHSD's goals and objectives for the transition are to:

- maximize the rate at which existing users are transitioned to the new Learning Management System;
- minimize disruptions at school sites for principals and their support staff;
- ensure cost-effectiveness in the transition process;
- ensure that the best commercial practices are adopted when practices are not addressed in this RFP;
- Deploy the LMS according to the implementation schedule to determine the best methods of phasing in the replacement of the existing LMS.

5.2 Project Team

The Vendor will appoint a dedicated Project Manager for the life cycle of the project.

The District will work to assist the Vendor in delivering the system. The District will provide a Learning Management System Implementation Project Manager.

The District's Learning Management System Implementation Project Manager will be responsible for ensuring that the project is in compliance with the contract and satisfies requirements stated in the RFP. The District's Project Manager will consult with the Vendor's Project Manager on a continuing basis in every phase of the project.

The FUHSD Superintendent or designee will provide expertise, assistance, and leadership in all departmental matters such as policy, organization and staff, technical and architecture needs, data, current systems, and acceptance testing. The Project Manager from the District will provide technical leadership and assistance and will work closely with the Vendor's Project Manager for day-to-day project activities.

The Vendor will have full responsibility for providing adequate staff to complete the project in the required time frame. The District will assign staff to assist the Vendor in the implementation of the system and to participate with the Vendor's staff in all phases of planning, development and implementation.

5.3 Learning Management System Documentation -Manuals

Documentation provided to the FUHSD shall be in electronic searchable format. The format of the electronic version shall be appropriate with respect to the type of document required.

The successful Vendor must provide FUHSD with operating instructions and maintenance manuals for each Learning Management System module it supplies and must continue to update that documentation over the life of the software. FUHSD must be granted the right to copy and distribute the documentation to meet the needs of the District.

It is anticipated that the FUHSD may require customized Learning Management System procedural and operational manuals for use by District and school site personnel who work with the Learning Management System daily. Therefore, FUHSD must be granted permission to modify the Learning Management System documentation for its own purposes.

5.4 Training

The FUHSD believes that training is critical to the successful implementation of the Learning Management System. FUHSD will require the Vendor to be responsible for the technical and end-user training for all the FUHSD District and site administrative, teaching and classified staff involved with the LMS.

Over the course of the implementation time frame, the District anticipates training school-site staff from all 6 school sites and the central administrative office. This section presents the types and numbers of administrative and teaching staff expected to be trained by the Vendor.

5.4.1 Training Strategy

The Vendor should describe the general content of all training materials, training courses, and documentation proposed. The Vendor is encouraged to provide sample course outlines, training packets, and sample documentation deliverables as well as alternative training methods such as web-based or other multimedia-based training.

In the training phase, the Vendor will be required to develop a training strategy to ensure that all users, Learning Management System Help Desk personnel, Learning Management System technical support staff including operators and programming staff, are thoroughly trained in the use and support of the system.

The Vendor will develop a user training strategy that will ensure that training conducted by Vendor's staff is tailored to school site and district staff needs and reflects their varied job functions. The Vendor will be required to develop formalized classroom curricula for the District's Learning Management System Services staff and District technical support staff and Learning Management Help Desk staff.

The training strategy will ensure that the District technology staff is fully capable of maintaining all technical aspects of the system. Vendor will be required to develop formalized classroom curricula for each job classification for systems maintenance. On-the-job training will be conducted for personnel maintaining all technical aspects of the system. The training supplied by the Vendor must be sufficient to provide quality system maintenance and management by District personnel.

The Vendor will include methods to ensure that the District can continue to train new staff in the proper use of the system.

User operations manuals developed by the Vendor must contain the information necessary to support and use the system and should be used by the Vendor during the training sessions. These training materials can be reproduced and used as needed by the District.

The training strategy will address, at a minimum, the following:

- Formalized classroom training, including specifications of the size of appropriate staff, location, duration of classes, and development of appropriate curricula.
- Alternative training methods such as web-based or other multimedia-based training.
- The Vendor will develop and implement an effective strategy to ensure that the District can continue to train new staff in the proper use of the system.
- Recommendation of associated lead times for training.
- Proposed content for all training materials and a schedule for production of training materials.
- All training materials provided by the Vendor can be reproduced and used as needed by the District.

5.4.2 Training Audiences

Learning Management System training must be provided for approximately 1,000 staff members that include the following estimated numbers:

- District staff responsible for the technical management and operation of the LMS system - 5
- District staff that will access and report on student information - 10
- School administrators - 25
- School level counselors - 15
- School level classified staff - 25
- Other school level personnel including nurses, librarians, and other administrative staff - 10
- School level special education staff - 10
- School site teachers - 50

As part of the Proposal, the Vendor must describe in detail its approach to meeting training and documentation requirements.

The District will provide training labs or other appropriate workspace for training, including basic presentation support equipment (e.g. whiteboards, LCD projectors and training workstations).

5.4.3 Training District and School Staff

The Vendor must conduct training of LMS staff to enable an ongoing "train the trainer" approach. The successful Vendor must also train selected groups of District and school personnel on use of the Learning Management System. Each training class shall be limited to fifteen to twenty people. The FUHSD anticipates the training of approximately 1,000 people.

As part of the training process, the Vendor should also set up training for approximately 10 Power-Users.

Following this training, the Vendor must provide the District trainers with supplementary training materials-brochures, audio-visual aids, and desktop materials. Those materials will describe features of the Learning Management System and its operational procedures in a production environment. It also shall explain how to use those procedures and features and how to report problems.

The Vendor also must develop and distribute supplemental documentation about responding to application service problems, setting up conference calls, and dealing with other issues. The Vendor must distribute training and supplemental materials to FUHSD coordinators in enough quantities to supply all trainees.

The Vendor must complete general-user training for all staff before the changeover to the new Learning Management System.

5.4.4 Training Schedules

Training schedules shall be mutually agreed upon, within the constraints of the normal school calendar. All training shall be scheduled in close proximity to the user's access to the new Learning Management System.

5.4.5 Delivery of Training

All training shall be provided by the Vendor at a mutually agreed upon location(s) convenient to the FUHSD staff. The training should maximize hands-on training with an FUHSD specific "test" database.

5.4.6 Additional Training

Vendor will provide outline of all available additional training options such as:

- Conferences
- User Groups
- On-line

5.5 Warranties and Maintenance

Any equipment supplied under the Proposal must be warrantied by the Vendor and manufacturers to be free of defects in software, materials, and workmanship for a period of at least one year following the acceptance of the entire system by the FUHSD. During that period the Vendor must replace or repair any defective software and maintain all systems at no cost to the FUHSD, including appropriate warranty as to replacement software releases.

The successful Vendor must continue to maintain the application software and/or equipment it has supplied or used in the Learning Management System in the years after the warranties expire.

First-Year Maintenance - For a period of one year from substantial implementation of the Learning Management System, the successful Vendor shall have total responsibility for the maintenance of all supplied application software. Maintenance is defined as labor, parts and supplies, and system diagnostics.

Post-Warranty Maintenance -The District anticipates entering into a long-term Learning Management System software maintenance agreement with the successful Vendor following the software warranty period. FUHSD is requesting Vendors to cost out maintenance services for 4 years following the warranty period. During the warranty period and in any subsequent contract period for total maintenance of the system, the Vendor must

provide an appropriate staff of fully trained and qualified maintenance personnel to ensure that the system functions correctly.

The FUHSD's concerns and needs with respect to the Learning Management System's reliability and maintenance response times are identical to those during the warranty period.

Preventive Maintenance - The successful Vendor must recommend a program of preventive maintenance - periodic tests, back-up procedures, and maintenance work-that follows the Vendor's recommended procedures.

6. PROPOSAL EVALUATION PROCESS

The FUHSD Learning Management System Advisory Committee and their consultants shall evaluate submitted Proposals. The evaluation will be based solely on the evaluation criteria described in this section. The FUHSD LMS Advisory Committee will apply a numerical rubric to evaluate the Vendor Proposals. The following sections will describe the evaluation process in more detail.

6.1 Preliminary Evaluation

A preliminary evaluation shall determine whether each Proposal is complete and compliant with the instructions in this RFP. Any Proposals that are incomplete or that do not comply with the instructions or terms and conditions may be rejected by the FUHSD and excluded from further consideration. Subsequent review and evaluation will be based on the criteria stated in the following sections.

6.2 Proposal Evaluation Process

Four main components make up the evaluation of the Learning Management System Software Vendors:

1. The Learning Management System Vendor's written Proposal
2. The Advisory Committee's evaluation of the Learning Management System software products
3. Five-year life cycle costs
4. Formal demonstrations of the Learning Management System software products.

Learning Management System Vendors will undergo a two-stage evaluation and selection process.

- Stage 1 will consist of an evaluation of the Vendors' written RFP responses leading to a 'functional numerical rating' for each Vendor. This work will be compiled by the LMS Advisory Committee and will result in no more than three finalists. The short list of finalists will matriculate to Stage 2.
- Stage 2 of the Learning Management System software selection process will consist of product demonstrations by the Vendor and focus groups/interviews with districts presently using the product in question. FUHSD may also ask Vendors to clarify specific sections of their submitted Proposals. These responses will be included in the overall scoring process. This phase will also include an analysis of the five-year life cycle costs.

6.1 Stage 1: Evaluation of Vendor RFP Responses

Each component of the RFP will be normalized to a maximum of 100 points. The written Learning Management System Proposals will be scored and weighted based upon the following maximum points:

Evaluation Criteria

Maximum Points

Core Design	no points, qualifier
Digital Classroom Experience	20
Teacher Portal	20
Student Portal	20
Administration Portal	10
Communication and Notification Functionality	15
Parent Portal	10
Reporting and Data Management	5
Maximum Total Points for Vendor's written RFP	100

Stage 2: Evaluation of the Vendor Demonstration - Functional Criteria

Vendors on the short list may be contacted by FUHSD to prepare for a Learning Management System product demonstration and given a minimum of seven (7) calendar days' notice prior to the requested time for demonstrations. Each finalist may be asked to provide multiple in-depth presentations. The number and length of demonstrations will be determined in consultation between FUHSD and the Vendors.

The LMS demonstrations will consist of formal in-depth presentations. Any additional questions to be covered in presentations shall be provided to the Vendor finalists no less than 7 days prior to the demonstration by the Vendor.

If needed, the presentations will take place at sites designated by the FUHSD in September 2019.

6.5 Basis of Award

FUHSD is looking for the Vendor Proposal and demonstrated software solution that will deliver the highest quality system that most closely meets the goals and future direction of the FUHSD while delivering the best value and price with all factors being considered.

All Learning Management System finalists will have their scores from the written Learning Management System RFP response evaluated based on the criteria as stated above in section 6.1. The proposals will also be evaluated based on cost over the lifecycle as outlined in the RFP.

6.6 Oral Presentations

Vendors may be required to make an oral presentation of their Proposal to establish complete and mutual understanding of the offer. The FUHSD will schedule the time and location of these presentations, if required.

6.7 Additional Terms and Conditions

FUHSD reserves the right to add terms and conditions during contract negotiations.

These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

6.8 Best and Final Offers

Upon completion of the evaluation process, "best and final" negotiations may be held with the highest-scored Vendor that best meets the needs of FUHSD. Those negotiations might address any term, condition, or price in the final agreement. If terms, conditions, and prices cannot be agreed on in a timely manner with the highest ranked Vendor, the FUHSD will negotiate with the next highest scoring Vendor until an agreement is reached. Vendors may be afforded the opportunity to revise their Proposals, including price, during the best and final offer phase. If a Vendor does not submit a notice of withdrawal or another best and final offer, the Vendor's immediate

previous offer will be construed as their best and final offer. After best and final Proposals are received, final evaluations will be conducted for an award.

Based on the recommendation of the FUHSD Learning Management System Advisory Committee, the District will enter into contract negotiations with the highest scoring firm.

7. RFP RESPONSE FORMAT AND CONTENTS

To maintain comparability and enhance the review process, Proposals shall be organized in the sequence shown below and shall include all the elements and information described in the following sections:

1. Title Page
2. Vendor Proposal Letter/Certificate of Acceptance
3. Table of Contents
4. Addenda
5. Executive Summary
6. Vendor Qualification Questionnaire (Appendix A)
7. Technology Requirement Questionnaire (Appendix B)
8. Vendor Technical Proposal
9. Pricing/Cost Breakout (Appendix C)
10. Vendor's Certificate Regarding Workers' Compensation (Appendix D)
11. Certificate of Nondiscrimination by Vendor (Appendix E)
12. Attachments (if needed)

Proposal should be submitted to the District through the process described in Section 3.3. Descriptions of each section are included, in order, below.

7.1 Title Page

The title page shall show the RFP #2019/20 and subject; the name, address, and telephone number of the Vendor; and the date.

7.2 Vendor Proposal Letter/Certificate of Acceptance

The Vendor Proposal Letter/Certificate of Acceptance can be found after the title page of this RFP document. When completed the Vendor Proposal Letter/Certificate of Acceptance should be placed after the title page of the submittal. All necessary information and signatures must be supplied on this page.

7.3 Table of Contents

The table of contents shall clearly identify the material by section and by page number.

7.4 Addenda

The Vendor must list the addenda to this RFP that it has received, indicating the addenda number and the date issued.

7.5 Executive Summary

The executive summary shall summarize the contents of the technical Proposal in a way that gives readers a broad understanding of the entire Proposal and its connection to the requirements put forth by the District in the RFP.

7.6 Vendor Qualification Questionnaire (Appendix A)

The Vendor Qualification Questionnaire, found in Appendix A, shall be completed and included with the Proposal.

7.7 Technology Requirement Questionnaire (Appendix B)

The Technology Requirement Questionnaire, found in Appendix B, shall be completed and included with the Proposal.

7.8 Technical Proposal

The technical Proposal shall be organized into the following sections:

1. Project approach
2. Project organization and staffing
3. Project work plan and schedule
4. Proposed computing environment
5. Training and support approach (training strategy plan)
6. Corporate background and experience
7. Data Use, Ownership and Privacy

Descriptions of each section are included, in order, below.

7.8.1 Project Approach

The project approach section shall include a detailed discussion of the Vendor's plan for implementation of the Learning Management System. The section also shall include a description of:

- the implementation approach;
- specifications for each component in the Proposal;
- the methodology for installing and setting up all components;
- the project-management approach and project-control techniques;
- the Vendor's testing methodology and quality assurance program to ensure customer satisfaction including software updates and annual software releases.

7.8.2 Project Organization and Staffing

Management and Organization - In this section, the Vendor must describe the management approach and organizational structure of its project team as well as list the personnel it plans to assign to that team. The Vendor's project control techniques must also be included.

Staffing - The section also must include the resumes of managers, key professional personnel, and technical team leaders. Those resumes shall list the individuals' experience:

- managing projects of a similar scale;
- implementing systems of a similar scale;
- operating within District and local government and education environments.

7.8.3 Project Work Plan and Schedule

This section shall consist of a work plan and schedule. Wherever possible, critical-path events shall be identified.

In this section, the Vendor must provide a preliminary schedule of milestones as well as the intervals (in number of calendar days from the date the contract is awarded) over which it expects the installation to be completed, data conversion completion, training to take place, and the system to be ready for implementation. The following are considered milestones under this RFP:

- Learning Management System Implementation Planning Phase
- Capacity evaluation plan
- Approach to data conversion, methodology and timeline
- Approach to system/application testing
- Application program modifications or customizations
- Process by which data is validated
- Software and data conversion tools used
- Phased implementation of Learning Management System within the District

- Pre-cutover training
- Learning Management System operation (first power-up date)
- Systems testing and acceptance
- Systems cutover
- Post-cutover training
- Customer technical support programs

7.8.4 Proposed Computing Environment

The Vendor should present, in detail, the recommended hardware and operating system environment to run the proposed Learning Management System software. Proposals should contain all add-on components and their costs, if any add-ons are needed to meet the requirements of this RFP.

Hardware (Cloud) Environment - Describe the proposed cloud environment in which the proposed software will run. In the event multiple computer platforms are available, list all main options.

Recommended cloud compute environments should be sized to accommodate the following: The needs to operate within the FUHSD network structure to support:

- District office and 6 schools
- 1,000 FUHSD staff members
- Learning Management System transaction loads as defined in Section 4.4

Operating System - Identify any unique operating system requirements and the proposed database management system in the hardware environment recommended above.

List the Operating System support products required to support the recommended computing environment. List any additional Vendor software products required to support your proposed application software.

Systems Interface - Identify whether a API Integration Service is included with product and is in purchase price. If not, detail recommended server, estimated costs and describe how it would be integrated into LMS.

Assuming that our feeder districts use another LMS, describe process for converting and populating the information in your system.

Describe how the LMS would interface with other systems currently in place in the District (e.g. School Loop, Infinite Campus, Destiny, etc.) Can the District establish ODBC connections to the LMS?

Network Requirements -Describe the network requirements needed to run the system at an optimal level.

Desktop Workstations - Identify the type(s) of workstation browsers that are required and/or recommended to be used on the desktop. If there are multiple workstation types, list all options. In addition, the FUHSD plans to use existing desktop workstations as some or all of its Learning Management System workstations; please describe the minimum functionality required to operate your proposed application software.

Maintenance & Support - Describe how the product warranty and maintenance plan meets the districts requirements listed in item 5.5.

List the software (including minimum browser versions) required to operate on each workstation type in order to support your proposed application software.

7.8.5 Training and Support Approach

This section explains in detail how the Vendor plans to meet the training and support requirements described in Section 5.

The training and support plan should discuss the following:

- Describe your End-User training syllabus including a description of training classes, length of classes and curriculum progression. Include training goals and objectives as well as expected learner performance proficiencies.
- Describe your training policies and rates. What is your practice of offering training on the initial installation and operation of a new system? What about future training?
- What kinds of "Help" menus are built into the system? What tools are available that empower the users to use the system?
- Describe your product support and maintenance program.
- Describe your tech support model. Who can contact tech support (one District point person only? A small group of District reps? Any District staff member? Other?)
- Describe your product upgrade and enhancement program
- How often do you release upgrades and enhancements? What do you consider major and minor releases? What is the typical release cycle?
- Provide a complete and detailed description of the Vendor's quality assurance testing process and procedures for new software releases (both major and minor) and the system or systems configurations that are used as the testing hardware platforms.
- Describe the extent of your pre-release quality assurance testing process.
- Please outline your complete product support program. What is included in the annual maintenance fees?
- Provide an overview of your problem resolution program, including telephone support, problem escalation in case of a software emergency, etc.
- Provide an overview of your product documentation set. Include type of documentation, hard copy, on-line, web-based, etc.
- Describe the software development tools that clients can use to modify or extend your application software.
- Describe how your firm would use software development tools to make application program modifications, interfaces with third party software and exchange data with other FUHSD systems.

Anticipated Problem Areas and Assumptions - In this section, the Vendor must describe any problem areas in the project that it foresees or any unusual risks in its Proposal. Here, the Vendor also must explain any assumptions it has made in preparing its Proposal, about the project or the FUHSD's intentions.

7.8.6 Corporate Background and Experience Requirements

In this section, the Vendor must describe its corporate background and experience.

- Balance sheet
- Operating statement
- Notes to financial statements
- Audit report
- Years of profitability or unprofitability over the last 10 years This information should be placed at the back of this section.

Corporate Background - Provide the following information on the background of the company. If the company or division is owned by a larger company, please provide information specific to the division that supports Learning Management Systems. The Vendor shall include the following items:

- The date established
- Ownership (e.g., public company, partnership, or subsidiary)
- Corporate office location
- Number of technical and service staff available to support installation, training, documentation, and maintenance efforts

- Number of technical staff devoted to new product development and/or enhancements to current Learning Management System products
- Bank references
- Dun & Bradstreet number (DUNS) and report, if available
- Last Annual Report
- Statement of Income and Retained Earnings for the last two years, as applicable
- Statement of Changes in Financial Position for the last two years, as applicable
- Balance Sheet for the last two years, as applicable
- Opinions concerning financial statements from a Certified Public Accountant for the last two years, as applicable
- Operating statement
- Notes to financial statements
- Audit report
- Years of profitability or unprofitability over the last 10 years
- Explanation of any outstanding lawsuits against the branch or department of the organization involved

Corporate Experience - Each Vendor must describe its experience as it relates to the requirements of this RFP. That description shall focus on the Vendor's experience in providing and managing the delivery of products and services like those described in this RFP, within a similar environment. The projects described must be the projects for which customer references are given.

Customer References - The Vendor must provide six current (no more than three years old) references. References should be California school districts. As much as possible, the Vendor should consider the make-up of the FUHSD and try to reference similar districts. For each reference, the Vendor shall provide the following information:

- Customer name
- Customer address
- Current telephone number of a customer employee most familiar with the project
- Time period over which each project was completed
- List of products installed and operational
- Number of students in school district
- Number of school buildings
- Estimated number of employees
- Total number of school district customers

7.8.7 Data Use, Ownership and Privacy

The terms of this section apply if Vendor receives, has access to, stores, or analyzes any FUHSD Data. As between the parties, FUHSD will own, or retain all of its rights in, all data and information that FUHSD provides to Vendor, as well as all data and information managed by Vendor on behalf of FUHSD, including all output, reports, analyses, and other materials relating to, derived from, or generated pursuant to the Agreement, even if generated by Vendor, as well as all data obtained or extracted through FUHSD's or Vendor's use of such data or information (collectively, FUHSD Data). FUHSD Data also includes all data and information provided directly to Vendor by FUHSD students and employees, and includes personal data, metadata, and user content. FUHSD Data will be FUHSD's Intellectual Property and Vendor will treat it as FUHSD Confidential Information (as defined below). Vendor will not use, access, disclose, or license, or provide to third parties, any FUHSD Data, except: (i) to fulfill Vendor's obligations to FUHSD hereunder; or (ii) as authorized in writing by FUHSD. Without limitation, Vendor will not use any FUHSD Data, whether or not aggregated or de-identified, for product development, marketing, profiling, benchmarking, or product demonstrations, without, in each case, FUHSD's prior written consent. Vendor will not, directly or indirectly: (x) attempt to re-identify or de-aggregate de-identified or aggregated information; or (y) transfer de-identified and aggregated information to any third party unless that third party agrees not to attempt re-identification or de-aggregation. For FUHSD Data to be considered de-identified, all direct and indirect

personal identifiers must be removed, including names, ID numbers, dates of birth, demographic information, location information, and school information. Upon request by FUHSD, Vendor will deliver, destroy, and/or make available to FUHSD, any or all FUHSD Data. Notwithstanding the foregoing, if the Agreement allows Vendor to provide aggregated and de-identified data to third parties, then Vendor may provide such data solely to the extent allowed in the Agreement, and, unless otherwise stated herein, only if such data is aggregated with similar data of others.

7.9 Pricing/Cost Breakout (Appendix C)

The Learning Management System Pricing/Cost Breakout Sheet (Appendix C) must be used by the Vendor to provide the necessary pricing data for the Proposal evaluation. The Vendor's response must contain prices to meet all components of this RFP. Vendors choosing to propose more than one alternative must use a separate breakout sheet for each of their respective Proposals. Should additional forms be required they must be clearly marked as "1 of _" to allow for appropriate evaluation.

The Vendor Proposal must provide information which reflects implementation costs of all Learning Management System components listed in this RFP. The FUHSD is interested in a single fixed price enterprise license for operation of the proposed Learning Management System throughout the FUHSD.

The FUHSD is expecting to purchase a packaged solution with a firm fixed cost. Any development or customization needed to produce the required functionality as specified in the RFP must be accounted for in the price the Vendor specifies. Any items listed in the RFP that cannot be provided by the Vendor must be so noted.

7.10 Vendor's Certificate Regarding Workers' Compensation (Appendix D)

The Vendor Certificate Regarding Workers' Compensation, found in Appendix D, shall be completed and included with the Proposal.

7.11 Certificate of Nondiscrimination by Vendor (Appendix E)

The Certificate of Nondiscrimination by Vendor, found in Appendix E, shall be completed and included with the Proposal.

7.12 Attachments

Should any form not have enough space, Vendors may add attachments in the same format provided herein. Notwithstanding any omissions or unspecified items in this RFP, the Vendor is required to include all software and other components necessary for the successful implementation and operation of the entire Fremont Union High School District including auxiliary functions and entities. It is incumbent upon the Vendor to point out any such omissions or unspecified items and to include their costs, if any, on the appropriate cost forms. An attachment to that cost form, describing the items, must accompany the Vendor's response.