

REQUEST FOR PROPOSALS (RFP) NO. 24-7184  
TO  
PROVIDE A CLOUD-BASED LEARNING MANAGEMENT SYSTEM  
FOR  
UNIVERSITY OF HAWAI'I SYSTEM  
HONOLULU, HAWAI'I

OCTOBER, 2023

BOARD OF REGENTS  
UNIVERSITY OF HAWAI'I  
HONOLULU, HAWAI'I

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## NOTICE TO OFFERORS

The University of Hawai'i RFP No. 24-7184, to Provide a Cloud-Based Learning Management System for University of Hawai'i System, Honolulu, Hawai'i is issued and will be awarded through the State of Hawai'i's electronic procurement system (HlePRO). **All proposal responses must be submitted electronically through HlePRO no later than 2:30 p.m., November 7, 2023.** Proposal received after the due date and time or received in a form other than electronically through HlePRO will not be considered.

Offerors are advised that they should not wait until the last minute to submit their proposal through HlePRO. Offerors are solely responsible for ensuring that their electronic submission through HlePRO is complete and all necessary files are attached to their offer prior to the RFP due date and time. The University shall not be responsible for any delay or failure of any Offeror to submit any materials updated through the RFP process on a timely basis.

### **Electronic Procurement**

Offerors interested in responding to this electronic solicitation must be registered on HlePRO. To register, visit the following link: [https://hiepro.ehawaii.gov/videos/video/vendor\\_registration.html](https://hiepro.ehawaii.gov/videos/video/vendor_registration.html). Reference the Vendor Quick Reference Guide for additional information at <https://hiepro.ehawaii.gov/static-resources/VendorQuickReferenceGuide.pdf>.

HlePRO will be the system of record for the issuance of the RFP, to receive the proposal requirements, issue Amendments, and make award for the RFP. Amendments and other information and materials provided through HlePRO, may include additions or changes with respect to the due date and time.

Special instructions in HlePRO related to this solicitation are incorporated herein and made a part of this RFP through reference. Offerors shall review all special instructions located in HlePRO.

### **Questions and Clarifications**

All questions and requests for clarifications must be submitted electronically through HlePRO. Questions must be submitted by **October 17, 2023**. Responses will be posted on **October 24, 2023**.

The University may refuse to answer any questions received outside of HlePRO or after the Questions/Answers deadline.

David Lassner  
President, University of Hawaii

Posting Date: October 3, 2023

***Vendors are responsible for notifying the Procurement Specialist Trisha Shibuya (e-mail: [tnishino@hawaii.edu](mailto:tnishino@hawaii.edu)) for accessibility concerns related to this RFP.***

NOTICE TO OFFERORS

## **SECTION 1 ADMINISTRATIVE OVERVIEW**

### **1.1 INTRODUCTION**

This is a Request for Proposals (RFP) issued by the University of Hawai'i to solicit proposals from Offerors who wish to be considered to Provide a Cloud-Based Learning Management System for the University of Hawai'i System, Honolulu, Hawai'i.

### **1.2 AUTHORITY**

This Request for Proposals (RFP) is issued under the provisions of the Hawai'i Revised Statutes, Chapters 103 and 103D. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of such prospective Contractor.

### **1.3 RFP ORGANIZATION**

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Offerors with a general description of the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Offeror's proposal.

Section 4, Criteria to Evaluate Proposals -- Describes how proposals will be evaluated by the University of Hawaii.

Section 5, Special Provisions -- Provides Offerors the terms and conditions under which the work will be performed.

#### 1.4 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the University's best estimate of the schedule that will be followed. Any of the dates listed below may be changed at any time at the sole discretion of the Director, Office of Procurement Management:

RFP Advertised and Issued	<u>October 3, 2023</u>
Closing Date for Submission of Questions	<u>October 17, 2023</u>
University Response to Offeror's Questions	<u>October 24, 2023</u>
Closing Date for Receipt of Proposals	<u>November 7, 2023</u>
Proposal Review Period	<u>November 8 - 22, 2023</u>
Contractor Selection and Award	<u>November 30, 2023</u>
Contract Start Date (Tentative)	<u>January 1, 2024</u>

#### 1.5 SUBMISSION OF QUESTIONS

Offerors may submit questions via HlePRO. The deadline for submission of questions is no later than 4:00 p.m., Hawai'i Standard Time, on October 17, 2023.

Responses to questions submitted via HlePRO will be made no later than 4:00 p.m., Hawai'i Standard Time, on October 24, 2023.

#### 1.6 SUBMISSION OF PROPOSALS

Offerors shall read, complete, and submit all required information as specified in the Request for Proposals. All proposals must be submitted via HlePRO by the date and time specified on the NOTICE TO OFFERORS. No hardcopy proposals will be accepted.

#### 1.7 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Offerors in preparing or submitting a proposal shall be the Offeror's sole responsibility.

## 1.8 DISQUALIFICATION OF PROPOSALS

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An Offeror may be disqualified and the proposal may be automatically rejected for any one or more of the following reasons:

1. The proposal shows any noncompliance with applicable law.
2. The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
3. The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
4. The Offeror is debarred or suspended.

## 1.9 PROCUREMENT OFFICER

This RFP is issued by the Office of Procurement Management, University of Hawai'i. The Procurement Officer responsible for overseeing the contract is Karlee Hisashima, Interim Director of the Office of Procurement Management.

## 1.10 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)

The individual listed below is the Technical Representative of the Procurement Officer (TRPO):

Gloria Niles, Director of Online Learning  
Information Technology Services  
University of Hawai'i  
2520 Correa Road, IT Center, 5<sup>th</sup> Floor  
Honolulu, Hawai'i 96822  
Telephone: 808-956-3504  
Email: gniles@hawaii.edu

#### 1.11 ISSUING OFFICER

The individual listed below is the issuing officer and the official contact for all communication regarding this RFP:

Trisha Shibuya, Procurement Specialist  
Office of Procurement Management  
University of Hawai'i  
1400 Lower Campus Road, Room 15  
Honolulu, Hawai'i 96822  
Phone: 808-956-2115  
Email: tnishino@hawaii.edu

#### 1.12 CHANGES TO CONTRACTOR'S FEE

It is recognized that audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the University in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the University shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the University.

#### 1.13 RFP AMENDMENTS

The University reserves the right to amend the RFP any time prior to the closing date for best and final offers.

#### 1.14 AWARD ON INITIAL PROPOSALS

The University may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms.

#### 1.15 AVAILABILITY OF FUNDS

Offerors are advised that the award of this contract is contingent upon availability of funds. If funds are not available, the University reserves the right not to make award of this contract.



1.16 NOTICE TO PROCEED

The University shall not be responsible for work done, even in good faith, prior to the University's Notice to Proceed unless specific provisions are made in the contract.

1.17 RFP SUBMITTALS BECOME PROPERTY OF THE UNIVERSITY

All proposals and other material submitted shall become the property of the University and may be returned only at the University's option.

## **SECTION 2 SCOPE OF WORK**

### **2.1 PURPOSE**

To obtain the services of a CONTRACTOR to provide a cloud-based learning management system (LMS) for the University of Hawai'i System. The LMS shall be the systemwide, primary learning platform to provide course content and materials to students in online, in-person, and blended courses, and to provide University of Hawai'i employee training and research training in a single instance. The LMS shall support student success and academic excellence, be fully accessible, user friendly, and provide insights into student engagement and performance.

### **2.2 OBJECTIVES**

The UNIVERSITY seeks to accomplish the following objectives with a cloud-based learning management system:

- A. Provide a systemwide single instance, multi-tenant deployment model for students taking courses at multiple campuses, LMS administration, and institutional reporting, which employs shared platforms that streamline processes and reduces duplication of infrastructure and support.
- B. Deliver credit-bearing courses and continuing education non-credit courses with flexible modalities to students in a consistent and seamless experience while generating operational efficiencies within and across each campus and at the system level.
- C. Provide University of Hawai'i employee training and research training, and institutional reporting.

### **2.3 BACKGROUND**

The University of Hawai'i (UH) is the state's public system of higher education. The University consists of TEN (10) separately accredited campuses located on the islands of O'ahu, Kaua'i, Maui, and Hawai'i: UH Mānoa, UH Hilo, UH West O'ahu, Hawai'i Community College, Honolulu Community College, Kapi'olani Community College, Kaua'i Community College, Leeward Community College, UH Maui College and Windward Community College. Community-based Learning Centers support students who are located in areas of the Hawaiian islands that are geographically distanced from a University campus. The Learning Centers are comprised of THREE (3) systemwide University Centers that connect students to bachelor's and graduate degree programs, and SIX (6) campus-sponsored Educational Centers that support

students in acquiring a degree or certificate, often through distance education programs.

The University of Hawai'i offers opportunity and hope for every resident of Hawai'i. As the sole provider of public higher education in the state, the University can drive a more vibrant, sustainable, resistant, just and kind future across our islands. The University's scholarship must address the opportunities and challenges of Hawai'i, the Pacific and our planet.

The University of Hawai'i aspires to be grounded in traditional Hawaiian values, in aloha, to create a sense of place, while also serving as a forward-looking economic engine driving hub of innovation and research.

As the University of Hawai'i begins its 117th year of service, it must remain vigilant, anticipate what is coming and act with agility and compassion to maintain a vital role in shaping the future of its island home. It must be Hawai'i's university for today and tomorrow.

The 2023-2029 University of Hawai'i Strategic Plan: <https://www.hawaii.edu/offices/vp-academic-strategy/uh-strategic-plan-2023-2029/guiding-principles/> outlines the strategic imperatives of the University:

- Fulfill kuleana (responsibility) to Native Hawaiians and Hawai'i;
- Develop successful students for a better future;
- Meet Hawai'i's workforce needs for today and tomorrow;
- Diversify Hawai'i's economy through UH innovation and research.

Digital learning is a core strategy of the University of Hawai'i and continues to be further elevated with emerging, flexible course modalities. The University of Hawai'i currently uses several LMS solutions for their departmental needs.

#### A. Sakai (Laulima)

Since 2007, Sakai (Laulima) has been used in all TEN (10) University campuses as its centralized learning management system. Every course record number (CRN) generated in the University's Student Information System, Banner, is assigned a Sakai (Laulima) site. Instructor-level access is provided to the instructor of record for the CRN. Sakai (Laulima) sites are automatically generated for all CRNs regardless of course modality, resulting in approximately 15,000 courses generated in Laulima each semester. Therefore, Sakai (Laulima) is utilized, to varying degrees, for all course modalities including in-person, hybrid, and online courses across all University campuses. Automated enrollment of students into Sakai (Laulima) course sites is also well integrated between the University's

Student Information System, Ellucian-Banner, and Sakai (Laulima). The current version of Sakai (Laulima) is v21.4.

Sakai (Laulima) offers a wide range of features and tools for managing course content and activities using tools such as lessons, gradebook, assignments, discussion forums, and assessment tools. One of the benefits of Sakai (Laulima) is its open-source nature, which is highly customizable by individual faculty and instructional designers.

As an open-source learning management system platform, Sakai (Laulima) is self-hosted on a University server. Systemwide LMS administration and support is provided by the University Information Technology Services (ITS). The ITS Help Desk provides tier 1 support for Laulima users TWENTY-FOUR (24) hours a day, SEVEN (7) days a week, THREE HUNDRED SIXTY-FIVE (365) days per year. The LMS administration team responds to tickets escalated from the Help Desk staff.

Several systemwide groups also provide collaborative support and attention to Sakai (Laulima). These groups include instructional designers serving the University through the UH Online Innovation Center (UHOIC), as well as instructional designers for the UH Community Colleges. Instructional designers serving on individual UH campuses work collaboratively with UHOIC through the UH Instructional Design Professional Learning Community (UH ID PLC). The UHOIC and UH ID PLC develop and deliver professional development for faculty and staff on best practices using Sakai (Laulima). Additionally, Sakai (Laulima) course templates have been created by UHOIC, as well as through the UH ID PLC, to support a consistent and organized user experience in Sakai (Laulima).

## B. Saba

Various University of Hawai'i System Offices including the Office of Human Resources (OHR) and the Office of Procurement Management (OPM) utilize Saba as a cloud solution for talent management and employee training. Saba is the learning management system for certification and compliance training offered by OHR for the University's approximate 8,088 FTE employees (refer to ATTACHMENT F). However, in order to accommodate additional headcounts for compliance training, the University currently has 12,000 active user licenses in the Saba solution. The University relies on integrations between PeopleSoft as the Human Resources (HR) portal and Saba.

## C. UH Acknowledgement and Certifications (ACER)

ACER is the University of Hawai'i's Acknowledgements and Certifications online service. ACER provides for acknowledgements of training conducted in Sakai

(Laulima) for University community members including casual hires and RCUH employees. Examples of Acknowledgements and Certifications in ACER include General Confidentiality Notice (GCN), Information Security Awareness Training, and Part-time and Temporary Medical and Prescription Drug Plan Acknowledgements.

#### D. Litmos

The Research Corporation of the University of Hawai'i (RCUH) was established by the Hawai'i State Legislature in 1965 as a public instrumentality and is attached to the University of Hawai'i for administrative purposes. It is managed by an EIGHT (8) member Board of Directors and its mission is to support and enhance research, development, and training in Hawai'i, with a focus on the University of Hawai'i. RCUH currently utilizes Litmos as a platform for both online and in-person training offered by RCUH. RCUH has a headcount of 3,206 employees who report to University Principal Investigators (PI), and University PI's administer and track staff training through Litmos. RCUH has approximately 2,750 current users registered in Litmos. RCUH uses Peoplesoft as their Human Resources portal and integrates users between Peoplesoft and Litmos.

## 2.4 DEFINITIONS

- A. CONTRACT – The written agreement between the parties, including but not limited to the Request for Proposal (“RFP”) and its specifications, terms and conditions; solicitation addenda and contract amendments, if any; and will be the resulting Contract for the Learning Management System.
- B. CONTRACTOR – The person or the Organization with whom the UNIVERSITY has contracted for the provision of services and receipt of rights pursuant to this CONTRACT.
- C. DATA – Information or data elements that are created, received, maintained, and/or transmitted by the UNIVERSITY in the course of meeting its administrative and academic requirements and includes, without limitation, non-public information, student data, metadata, and user content. Data may fall into ONE (1) of FOUR (4) data classification categories, as set forth in the UNIVERSITY's Executive Policy EP 2.214, Institutional Data Classification Categories and Information Security Guidelines:  
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=2&policyNumber=214&menuView=closed>.
- D. CISO – Chief Information Security Officer.
- E. FERPA – Family Educational Rights and Privacy Act of 1974.

- F. FTE – Full-Time Equivalent.
- G. HIPAA – Health Insurance Portability and Accountability Act.
- H. OFFEROR – Any respondent to this RFP. The successful OFFEROR becomes the CONTRACTOR. Statements referring to the term “Offeror” generally indicate requirements by any respondent, which must be included in its proposal. Statements referring to “Contractor” generally indicate requirements that will become contractual obligations.
- I. PII – Personally Identifiable Information is any information identified as personally identifiable information under the FERPA or applicable federal or state law.
- J. PROJECT MANAGER – The administrator responsible for oversight of the UNIVERSITY’S Learning Management System.
- K. PROPOSAL – The OFFEROR’S response to the RFP.
- L. RFP – The University of Hawaii System request for proposal 24-7184 to Provide a Cloud-Based Learning Management System.
- M. SOLUTION – The OFFEROR’S proposed LMS.
- N. UNIVERSITY/UH – The corporate entity known as the University of Hawaii.
- O. VENDOR – Company that is contracted or subcontracted to provide services to the UNIVERSITY and/or to receive DATA from the UNIVERSITY, including all of its officers, employees, agents, and representatives.

## 2.5 TECHNICAL AND DATA REQUIREMENTS

The cloud-based learning management system SOLUTION shall include the following technical and DATA features:

### A. Integrations

#### 1. Browser and Device Agnostic

- a) The SOLUTION must access any of the CONTRACTOR’S applications using major, commercially available web browsers such as Explorer, Safari, Firefox, Mozilla, Chrome.
- b) The SOLUTION must run natively and responsively on any mobile device,

including smart phones, tablets, chrome books, laptop computers, and desktop computers with no limitations.

2. Mobile Application

- a) The SOLUTION must be supported by a mobile application.
- b) The mobile application must be available for iOS, Android, and Windows.
- c) The mobile application must have access to the mobile security areas of location, camera, microphone, identity.
- d) The mobile application must have the same features as the browser-faced interface.
- e) The mobile application must be free of charge for users to access.

3. Student Information System (SIS) Integration

- a) The SOLUTION must integrate with the UNIVERSITY'S Student Information System, Ellucian – Banner, for course creation, user account creation, student/faculty enrollment, ongoing course management and the ability to merge courses.
- b) The SOLUTION must support bulk load import and export of DATA from and to the SOLUTION.
- c) The SOLUTION must provide real-time or near real-time import and export of DATA from and to the SOLUTION.

4. Human Resource Portal Integration

- a) The SOLUTION must integrate with the UNIVERSITY'S Human Resource portal, PeopleSoft, for user account creation.
- b) The SOLUTION shall support bulk load import and export of DATA from and to the SOLUTION.
- c) The SOLUTION shall provide real-time or near real-time import and export of DATA from and to the SOLUTION.

5. Google Applications Integration

- a) The SOLUTION must integrate with Google Applications such as Google

docs, Slides, Sheets, Calendar, Forms.

6. Single Sign On (SSO)
  - a) The SOLUTION must support the UNIVERSITY'S SSO.
7. Microsoft Office 365 Integration
  - a) The SOLUTION must integrate with Microsoft Office 365 Applications such as Word, PowerPoint, Excel, Teams.
8. Authentication Authorization
  - a) The SOLUTION must support Multi-Factor Authentication (MFA) either core to the SOLUTION or via third-party application (e.g., DUO, DUO Mobile app, Yubikey hard token), specifically Two-Factor Authentication (2FA), which allows access by requiring TWO (2) source methods to verify identity.

#### B. Hosting Services

1. All of the UNIVERSITY'S DATA must be hosted in the United States of America.
2. The CONTRACTOR must provide storage capacity and storage management support.
3. The SOLUTION must have a backup and restore plan in the event of a serious issue (i.e., server outage, server failure).
4. The SOLUTION must handle virus-infected (e.g., malware) files. The SOLUTION shall identify and quarantine or remediate virus-infected files when uploaded to the SOLUTION.
5. The SOLUTION must have the ability to retrieve all DATA stored in the system on behalf of the UNIVERSITY.
6. The SOLUTION must have the ability to build and distribute course content to multiple courses.
7. The SOLUTION must allow system administrators to post static or pinned announcements to users (e.g., alerts, emergency announcements).



### C. System Administration

1. The SOLUTION must allow system administrators to develop an institutional hierarchy that supports multiple campuses and departments as multiple tenants under a single instance.
2. The SOLUTION must allow system administrators to facilitate role management, including the creation of custom roles, guest and auditor roles.
3. The SOLUTION must provide permissions/limitations for advisors to view student grades, attendance, etc., without course access.
4. The SOLUTION must isolate and manage multiple environments (e.g., training, test, and production) and isolate and integrate associated DATA and software as required.

### D. Institutional Level Reporting and Statistics

1. The SOLUTION must provide a data interface to pull real time DATA, including, but not limited to, user logins, measurement of load and peak times, course and SOLUTION access, measurement of account participation time within a course, integrated early alert statistics, and inactive users and courses.
2. The SOLUTION must integrate with reporting tools (e.g., Microsoft products, Tableau, and Oracle Business Intelligence Enterprise Edition) and must support importing DATA from and exporting DATA to third-party analytic software and platforms such as a data warehouse or a data lake.

### E. Integration of Ō‘lelo Hawai‘i (Hawaiian Language)

1. The SOLUTION must have the capability to be represented in Ō‘lelo Hawai‘i (Hawaiian language). The SOLUTION must have Ō‘lelo Hawai‘i fully deployed no later than July 2025.

### F. Web Accessible Content (Accessibility Checker)

1. The SOLUTION must have content authoring tools to identify inaccessible content through an accessibility checker and prompt users to develop web accessible content.

### G. Course/Content Migration and Content Transition

1. The SOLUTION must migrate/convert courses and content from the

UNIVERSITY'S current Sakai (Laulima) v21.4 system. Following the transition from Sakai (Laulima) to the SOLUTION, the University shall maintain the on-premise Sakai (Laulima) instance for archival purposes.

2. The SOLUTION must migrate content from the UNIVERSITY'S current Saba system. The SOLUTION must enable OHR to offer certification and compliance training to UNIVERSITY employees.
3. The SOLUTION must transition content to the UNIVERSITY'S current ACER system. The SOLUTION must export DATA into ACER using a direct feed (Application Programming Interface [API]) on a timed basis (i.e., once a day).
4. The SOLUTION must migrate content from RCUH's current Litmos system. The SOLUTION must enable UNIVERSITY PIs to offer training and track RCUH staff training.

## 2.6 DIGITAL LEARNING REQUIREMENTS

The cloud-based learning management system SOLUTION shall include the following features to meet the UNIVERSITY'S digital learning requirements:

### A. Assessment of Learning Outcomes and Reporting

1. Student Learning Outcomes (SLO) Alignment
  - a) The SOLUTION shall align each test question with a particular course learning outcome/goal/standard.
  - b) The SOLUTION shall allow instructors to import program learning outcomes.
  - c) The SOLUTION shall support alignment of course learning outcomes and program learning outcomes.
2. Rubrics Functionality
  - a) Each rubric criterion shall support alignment with a course outcome/goal/standard.
  - b) The SOLUTION shall allow rubric scores to be entered for each rubric criterion.

3. Juried Assessment

- a) The SOLUTION shall support juried assessment by giving limited access to the course (e.g., one assignment) to multiple instructors for them to input rubric scores. The additional instructor added to the course shall not see students' grades pursuant to FERPA regulations.

4. Reporting Functionality Related to Assessment of SLOs

- a) The SOLUTION shall have a reporting function to produce a report on both course and program learning outcome achievement.
- b) The SOLUTION shall have a reporting function that can produce a report of SLO achievement by students.
- c) The SOLUTION shall have reporting function that can produce a report of SLO achievement at the overall course level (i.e., individual student DATA in the course are aggregated).
- d) The SOLUTION shall have the ability for data export of assessment DATA by each aligned SLO.
- e) The SOLUTION shall connect to the UNIVERSITY'S Student Information System for instructors to pull reports on disaggregated students' scores based on student characteristics (e.g., international students, out-of-state students, gender identity, full-time/part-time status) for equity investigation.

B. Instructional Design Efficiencies and Flexibility

1. User-Friendly

- a) The SOLUTION shall provide delivery of mobile and collaborative functionality, a cloud-based delivery model, and flexibility through interoperability to ensure the development of the broadest possible learning environment.
- b) The SOLUTION shall have a modern, intuitive and efficient user interface with drag-and-drop features.

2. Customizable Organization

- a) The SOLUTION shall support an organizational hierarchy that can represent institutional, campus, program, department, course, sections, and custom organizational levels in a single instance.

- b) The SOLUTION shall support hierarchical branding within the context of the organizational structure.
  - c) The various tools within the SOLUTION shall be integrated to organize content, assessments, and resources in a logical, efficient, and easily accessible manner.
3. Content Creation and Delivery
- a) The SOLUTION shall allow instructors and instructional designers to develop and use customizable templates to create a consistent look and feel across courses.
  - b) The standard features of the SOLUTION shall provide the ability to create and deliver various types of content, such as multimedia presentations, interactive modules, quizzes, assignments, and embedded links to external resources.
4. Customization and Personalization
- a) The SOLUTION shall allow instructors to create content related to code languages and maintain the coding language syntax.
  - b) The SOLUTION shall have a built-in fully functional What You See Is What You Get (WYSIWYG) or Hypertext Markup Language (HTML) editor that is available to students and faculty.
5. Analytics and Reporting
- a) The SOLUTION shall have robust reporting for instructional, administrative, and technical DATA, including built-in reports and dashboards and the opportunity to customize DATA visualization.
  - b) The analytics and reporting features shall allow instructors to track student progress, identify areas for improvement, and generate useful DATA for decision-making.
6. Communication and Collaboration
- a) The SOLUTION shall support a wide variety of pedagogical approaches and designs, accommodate diverse learning preferences, and provide mechanisms that promote community among the learners.

- b) The SOLUTION shall leverage communication and collaboration tools to facilitate efficient communication between instructors and students.
- c) The SOLUTION shall allow for creation of customized groups with courses, and the functionality of the tools shall facilitate group collaboration.
- d) The SOLUTION shall have a threaded discussion tool that supports multimedia content including text, images, video, and audio files.

#### 7. Support Multimedia

- a) The SOLUTION shall support various multimedia formats, such as video, audio recordings, infographics, and animations.

### C. Dynamic Learner Engagement

#### 1. Personalized Learning Paths

- a) The SOLUTION shall have the ability to automatically release course content to learners based on performance indicators.
- b) The SOLUTION shall support adaptive learning and allow learners to progress through the content based on their individual needs and pace, thus promoting a personalized learning experience.

#### 2. Formative Assessments

- a) The SOLUTION shall have tools for interactive formative assessments such as polls, surveys, and automatically graded fill-in, or multiple choice formative assessment questions with the capability of providing automated immediate feedback to reinforce learning.

#### 3. Progress Tracking

- a) The SOLUTION shall provide visual progress indicators to motivate learners and provide a sense of accomplishment as they complete modules or reach learning milestones.
- b) The SOLUTION shall allow users to create customizable checklists for progress monitoring.

#### 4. Learner Analytics (Early Alert)

- a) The SOLUTION shall have analytics capabilities that provide insights

to learner engagement, progress, and performance, helping instructors identify at-risk learners, and tailor interventions.

#### D. Mathematical Expressions

##### 1. LaTeX Support

- a) The SOLUTION shall support LaTeX typesetting system for the production of technical and scientific documentation.

##### 2. Accessible Rendering of Mathematical Expressions

- a) The SOLUTION shall render mathematical expressions that display clearly with appropriate font size and spacing.
- b) The SOLUTION shall render mathematical expressions that are accessible to users with visual impairments through a screen reader.
- c) The SOLUTION shall support mathematical markup languages for describing mathematical notations and capturing both its structure and content to natively integrate mathematical formulae into web pages and other documents.

#### E. Instructor and Peer Feedback and Grading Efficiencies

##### 1. Efficient Assignment Submission

- a) The SOLUTION shall provide a straightforward and user-friendly process for students to submit their assignments digitally, ensuring a seamless submission experience.
- b) The SOLUTION shall support submission of assignments using a variety of file types.
- c) The SOLUTION shall allow instructors to restrict assignment submissions to particular file type(s).

##### 2. Online Grading Tool

- a) The SOLUTION shall have grading capabilities that allow instructors to provide annotations to student work, add inline comments, and provide audio or video feedback on student submissions.
- b) The SOLUTION shall allow instructors to efficiently grade multiple

assignments or exams simultaneously, streamlining the grading process.

- c) The SOLUTION shall allow for grading exam questions by item (e.g., the ability to grade a specific test question across all test submissions).

### 3. Peer Review

- a) The SOLUTION shall facilitate peer review, allowing students to provide feedback on each other's work and engage in collaborative learning.
- b) Peer review features for student submissions shall be customizable by the instructor.

### 4. Gradebook Functionality

- a) The gradebook shall integrate with tools such as assignments, tests, quizzes, and discussion tools.
- b) The gradebook shall integrate with the mobile application.
- c) The gradebook shall provide functionality to customize grading criteria, weighting, automatically calculate and store grades.
- d) The gradebook shall integrate with customizable rubrics.

### 5. Academic Integrity

- a) The SOLUTION shall integrate with third-party lockdown browser tools such as Respondus.
- b) The SOLUTION shall integrate with plagiarism detection tools such as Turnitin.
- c) The SOLUTION shall support honor codes for test, quizzes, and assignment submissions.

## F. Content and Video Conferencing Integration

### 1. Content Integration

- a) The SOLUTION shall have the ability to integrate third-party content and resources, such as e-textbooks, multimedia libraries, or open educational resources (OER).

## 2. Video Conferencing Integration

- a) The SOLUTION shall integrate with video conferencing tools, including Zoom, Microsoft Teams, and Google Meets.

## G. Multilingual Capabilities

### 1. Multilingual Interface

- a) The SOLUTION shall have a multilingual user interface to allow users to select their preferred language for navigation, menus, buttons, and system messages.
- b) The SOLUTION shall provide easy and accessible language switching features, allowing users to change their language preference within their profile or setting without any loss of DATA or interruption.

### 2. Language Packs or Language Modules

- a) The SOLUTION shall have language packs or modules that allow administrators to install and activate different language options. It shall be easy to add and manage new languages within the SOLUTION.
- b) The SOLUTION shall include a Hawaiian language pack that is fully deployed no later than July 2025.
- c) The SOLUTION shall have language packs or language modules in the following languages:
  - i. Samoan
  - ii. Chuukese
  - iii. Vietnamese
  - iv. Thai
  - v. Ilokano
  - vi. Tagalog
  - vii. Cebuano
  - viii. Marshallese
  - ix. Simplified Chinese
  - x. Traditional Chinese
  - xi. Japanese
  - xii. Korean
  - xiii. Spanish



#### d) Language-Specific Fonts

- i. The SOLUTION shall support different fonts to ensure accurate rendering of characters and symbols specific to various languages.
- ii. The SOLUTION shall be compatible with Unicode, a standard character encoding system that allows the rendering of various languages and scripts, ensuring proper display and input of multilingual content.

#### H. ePortfolios

1. The SOLUTION shall have intuitive tools or templates for learners to create ePortfolios. This includes features for organizing and structuring portfolio content, such as sections, pages, or modules, and options for multi-media integration, text formatting, and customization.
2. The SOLUTION shall integrate multimedia content within ePortfolios, allowing learners to include videos, images, audio recordings, or interactive elements.
3. Learners shall maintain ongoing access and ownership of their ePortfolio, even after completing a course or leaving the institution.

#### I. Generative Artificial Intelligence (AI) Integrations and Capabilities

1. Integrated AI tools in the SOLUTION shall incorporate mechanisms to monitor, validate, and address ethical concerns related to use of generative AI algorithms in the learning environment.
2. Integrated AI tools or capabilities in the SOLUTION shall ensure transparency of DATA privacy and security practices.
3. The SOLUTION or product roadmap shall incorporate the use of natural language processing to understand and process natural language input from students, allowing them to interact with AI-powered chatbots, virtual assistants, or language-based learning tools.
4. The SOLUTION or product roadmap shall support the generation of AI-created content, such as auto-generated quiz questions, summaries, or learning materials based on the course content and specific learning objectives.

## J. Open Educational Resources (OER)

1. The SOLUTION shall allow seamless integration of OER repositories, such as OpenStax, OER Commons, or MERLOT, enabling easy discovery and access to a wide range of open educational resources.
2. The SOLUTION shall provide options to assign Creative Commons licenses to user-generated content or shared resources, ensuring proper attribution and licensing compliance for OER materials.

## 2.7 DATA SHARING PROTECTIONS AND REQUIREMENTS

The cloud-based learning management system SOLUTION shall include the following features to meet the UNIVERSITY'S DATA sharing protections and requirements:

### A. Ownership of DATA

The UNIVERSITY shall maintain ownership of the DATA, and all proprietary rights to the DATA, including intellectual property rights, shall be and remain in the UNIVERSITY.

### B. Transmission of DATA

All DATA transmitted shall be by secure means and shall be encrypted.

### C. No Warranties

The UNIVERSITY makes no representations or warranties of any kind or nature, express or implied, regarding the DATA, including, without limitation, its quality or fitness for any particular purpose. In no event shall the UNIVERSITY be liable for VENDOR's use of the DATA as set forth herein.

### D. DATA Confidentiality

VENDOR shall treat the DATA as confidential and shall implement appropriate measures designed to ensure the confidentiality of the DATA, including, without limitation, restricting access to only personnel who require such access and the use of such DATA to perform the activities permitted and requiring personnel with access to the DATA to sign written confidentiality agreements.

### E. Network Security

VENDOR shall maintain network security sufficient to protect the DATA and in conformance with generally recognized industry standards and best practices,

including, without limitation: (a) network firewall provisioning; (b) maintaining patched environments with appropriate security updates; (c) intrusion detection; (d) annual third-party risk assessments; and (e) regular vulnerability scans.

#### F. Application Security

VENDOR shall maintain and regularly update its software such that applications remain secure from vulnerabilities identified in updates, upgrades, and bug fixes.

#### G. DATA Security

VENDOR shall implement measures to secure the DATA including, without limitation: (a) ensuring the transmission and storage of DATA by secure means, including encryption of all DATA; (b) maintaining the DATA on designated secure servers and/or secure endpoint computers; (c) prohibiting the storage of DATA on portable or laptop computing devices, or portable storage devices or similar mediums unless that medium is used as part of a backup and recovery process; (d) requiring the storage, backup, and network paths utilized for the DATA be contained within the United States; (e) adopting policies to secure the DATA from unauthorized access and to address breaches; (f) transmitting, storing and processing the DATA in accordance with industry best practices; and (g) conducting annual risk assessments.

#### H. Disclosure to Third Parties Prohibited

VENDOR shall not reveal, transmit, exchange, or share the DATA with subcontractors or other third parties unless VENDOR has obtained the UNIVERSITY'S prior written consent; provided, that if VENDOR obtains the UNIVERSITY'S prior written consent, VENDOR shall enter into a written agreement with subcontractors or other such third parties ("Permitted Subcontractors") that require and ensure that each such Permitted Subcontractor (a) maintains at least the same level of DATA protection, security, confidentiality, and indemnification as is required of VENDOR herein, and (b) abides by, performs and observes all of the obligations and conditions of VENDOR hereunder with respect to the DATA. VENDOR shall be responsible for its Permitted Subcontractors' use of the DATA hereunder.

#### I. Destruction of DATA

Upon termination of this CONTRACT, written request from the UNIVERSITY, or cessation of any need for the DATA, whichever occurs first, VENDOR shall erase, destroy, and render unreadable all DATA provided to VENDOR under this CONTRACT, in a manner that prevents reconstruction or re-identification of such DATA. Within thirty (30) days of a request from the UNIVERSITY, VENDOR shall

provide written certification that these actions to erase, destroy, and render unreadable all DATA have been complied with.

#### J. Compliance with Applicable Laws

VENDOR shall observe and comply with all applicable laws, statutes, ordinances, orders, directives, rules, and regulations, now or hereafter made by any governmental authority (“Applicable Laws”) regarding DATA security and protection.

#### K. Compliance with Applicable UNIVERSITY Policies

VENDOR shall observe and comply with all applicable UNIVERSITY policies, including, without limitation,

1. Executive Policy EP 2.214, Institutional Data Classification Categories and Information Security Guidelines:  
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=2&policyNumber=214&menuView=closed>.
2. Executive Policy EP 2.215, Institutional Data Governance:  
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=2&policyNumber=215&menuView=closed>.
3. Executive Policy EP 2.219, Student Online Data Protection Requirements for Third Party Vendors:  
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ep&policyChapter=2&policyNumber=219&menuView=closed>.
4. Administrative Procedure AP 7.022, Procedures Relating to Protection of the Educational Rights and Privacy of Students:  
<https://www.hawaii.edu/policy/index.php?action=viewPolicy&policySection=ap&policyChapter=7&policyNumber=022&menuView=closed>.

#### L. DATA Breach

VENDOR shall comply with all Applicable Laws, including without limitation, Hawai'i Revised Statutes 487N, requiring notification in the event of the unauthorized release of PII or DATA, or other event requiring notification. Upon the confirmation of such event, VENDOR shall (a) notify the UNIVERSITY by telephone and email within TWO (2) business days of confirmation, (b) assume financial responsibility and liability for the unauthorized disclosure, release, exposure, and/or breach, and (c) fully indemnify, defend, and hold harmless the UNIVERSITY, as further set forth herein. VENDOR shall pay all such associated

costs necessary to address and provide relief of and from the adverse effects of such actual, probable, or suspected breach, exposure, disclosure, or release of the DATA, including, without limitation, the costs of notifying all affected individuals and entities and making credit monitoring and restoration services available to such affected individuals and entities, as required by the UNIVERSITY and/or Applicable Laws.

#### M. Indemnification

VENDOR shall indemnify, defend with counsel reasonably acceptable to the UNIVERSITY, and hold harmless the UNIVERSITY, its officers, employees, agents, representatives, and any person acting on its behalf from and against any and all claims, demands, suits, actions, causes of action, judgments, injunctions, orders, rulings, directives, penalties, assessments, liabilities, losses, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees, expert witness fees and costs, discovery and pretrial costs, and costs incurred in the investigation, prosecution, defense, and/or handling of any action) by whomsoever incurred, sustained, or asserted, including claims for property damage, personal injury, bodily injury, death, lost revenues, and other economic loss and/or environmental damage, directly or indirectly arising from or related in any way to: (a) the sharing and making available of the DATA hereunder; (b) VENDOR's use, handling, transmission, storage, and processing of any DATA; (c) VENDOR's unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of DATA; and/or (d) VENDOR's failure to timely, fully and properly perform any of its obligations under this CONTRACT, particularly any obligations relating to DATA sharing and protection.

#### N. Mandatory Disclosure of PII

In the event VENDOR becomes compelled by law or government directive to disclose any PII, VENDOR shall provide the UNIVERSITY with immediate written notice so that the UNIVERSITY may seek an appropriate protective order or other remedy. VENDOR shall only furnish that portion of the PII necessary to comply with the law or directive.

#### O. Injunctive Relief

Violation of any terms herein, including the actual or potential disclosure, release, and/or exposure of DATA, may cause the UNIVERSITY irreparable injury for which there is no adequate remedy at law, and consequently the UNIVERSITY is entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights available to it. VENDOR hereby waives any requirement to post a bond with respect to any action for injunctive relief.

## P. Survival

All VENDOR's obligations herein to protect and secure DATA, as well as to assume financial responsibility and liability for any unauthorized use, handling, transmission, storage, processing, disclosure, release, and/or exposure of DATA and to indemnify, defend, and hold harmless the UNIVERSITY hereunder, shall survive termination or expiration of this CONTRACT.

## 2.8 IMPLEMENTATION

### A. Estimated Implementation Timeline

Implementation of the SOLUTION shall begin with Sakai (Laulima), followed consecutively by Saba, ACER and Litmos in accordance with the following estimated timeline:

#### 1. Sakai (Laulima)

- January to April 2024: Administrative planning for course/content migration/conversion.
- May 2024: Summer Pilot courses offered in the SOLUTION for summer sessions for 3,000 student FTE.
- August to December 2024: Content migration, course design, faculty and student training for UNIVERSITY campuses in Cohort 1 (Cohort 1 to be determined and mutually agreed upon).
- January 2025: Classes offered in the SOLUTION for Cohort 1 for 25,000 student FTE. Content migration, course design, faculty and student training for UNIVERSITY campuses in Cohort 2 (Cohort 2 to be determined and mutually agreed upon).
- August 2025: Complete implementation of SOLUTION for courses offered in all UNIVERSITY campuses for all student FTE.

#### 2. Saba

- September to December 2025: Administrative planning for content migration.
- January 2026: Complete implementation of SOLUTION to enable the UNIVERSITY to offer certification and compliance training to all UNIVERSITY employee FTE.

### 3. ACER

- September to December 2025: Administrative planning for system configuration for integration of DATA transmission between the SOLUTION and ACER using a direct feed (API) on a timed basis.
- January 2026: Complete implementation of SOLUTION to enable the UNIVERSITY to offer training to all UNIVERSITY employee FTE in the SOLUTION with DATA transmission from the SOLUTION to ACER.

### 4. Litmos

- September to December 2025: Administrative planning for content migration.
- January 2026: Complete implementation of SOLUTION to enable UNIVERSITY PIs to offer training and track RCUH staff training to all RCUH employee FTE.

The implementation timeline is an estimate and is subject to change.

## B. System Configuration and Testing Integrations

1. The CONTRACTOR shall provide technical assistance with managing system configuration, branding, and establishing integrations with the hosting service provider.
2. The CONTRACTOR shall provide technical assistance with system configuration, organizational hierarchy of the SOLUTION, and development of the SOLUTION as a single instance, multi-tenant structure.
3. The CONTRACTOR shall provide support for testing the integration with the UNIVERSITY'S Student Information System, multi-factor authentication system, and third-party API and Learning Tools Interoperability (LTI) integrations. Refer to ATTACHMENT E for current API and LTI integrations with Sakai (Laulima).

## C. Partnership

1. The CONTRACTOR shall provide technical assistance, documentation and resources to support stakeholder engagement and assist with change management throughout implementation.
2. The CONTRACTOR shall provide resources for ongoing partnership with the UNIVERSITY throughout the term of the contract to respond to feedback, and address technical and functional questions and concerns related to the SOLUTION, support, and product enhancements.

3. The CONTRACTOR shall provide resources for ongoing technical support to LMS Administrators and Information Technology Services Help Desk managers.

#### D. Migration

1. The CONTRACTOR shall have experience with the migration of content from Sakai (Laulima), Saba and Litmos to the SOLUTION.
2. The CONTRACTOR shall have a method, including tools, services and support strategies, to migrate/convert courses individually or in bulk from Sakai (Laulima) to the SOLUTION.
3. The CONTRACTOR'S migration method shall enable the UNIVERSITY to independently migrate/convert individual courses from Sakai (Laulima) during and after implementation, throughout the term of the contract to the SOLUTION.
4. The CONTRACTOR'S migration method shall enable the UNIVERSITY to migrate content in bulk from Sakai (Laulima), Saba and Litmos to the SOLUTION.

#### E. Training

1. The coordination of training activities shall be performed centrally by the UNIVERSITY PROJECT MANAGER in consultation with a client services manager assigned by the CONTRACTOR.
2. The CONTRACTOR shall provide online training (e.g., webinars) for the orientation training and formal end-user training. Recording of live webinars shall be provided to the UNIVERSITY for on-demand playback at a later date by users.
3. Training shall be provided in groups by unit, campus, or various other campus-based groups determined by the CONTRACTOR in consultation with the UNIVERSITY.
4. The CONTRACTOR shall provide in-depth, remote training for the UNIVERSITY'S LMS administrators, the UNIVERSITY'S Help Desk support staff, and instructional designers during implementation.
5. The CONTRACTOR shall provide on-demand resources to support initial and ongoing training for faculty and instructional designers for course design and functional tools of the SOLUTION.



6. The CONTRACTOR shall provide access to resources for training to introduce users to the full scope of learning features of the SOLUTION through on-demand videos, and online content throughout the term of the CONTRACT.
7. Training shall be available to faculty, staff, and students in a variety of formats, including webinars, synchronous training sessions, and asynchronous videos and online resources.

## 2.9 MINIMUM QUALIFICATIONS OF OFFEROR

The intent of this RFP is to provide the UNIVERSITY with a systemwide cloud-based Learning Management System. The UNIVERSITY believes that the OFFEROR'S Cybersecurity and Disaster Recovery Plans, Standards-Based Compliance, and Accessibility are important in assessing the OFFEROR'S potential to meet the UNIVERSITY'S purpose and objectives. Accordingly, prospective OFFEROR's must conform to the following minimum qualifications and provide the required information in order to be considered for award. OFFEROR shall complete Appendix G, Offeror Minimum Qualification Matrix, to establish that all minimum qualifications have been met.

### A. OFFEROR must:

1. Have both Cybersecurity and Disaster Recovery Plans.
  - a) Provide the following documents:
    - i. SOC 2 certification (the UNIVERSITY'S CISO can sign a Non-Disclosure Agreement)
    - ii. Privacy statement, including FERPA and HIPAA compliance
    - iii. Security plan and practices
    - iv. DATA flow diagram
    - v. Network architecture diagram
    - vi. Disaster recovery plan
2. Have Standards-Based Compliance.
  - a) Indicate that the following certifications are verifiable through 1EdTech (available at [imglobal.org](http://imglobal.org)) or submit an alternative certification with a

detailed explanation of how the alternative certification is comparable to the certification through 1EdTech.

- i. Caliper Analytics
  - ii. Common Cartridge v1.3
  - iii. DATA Privacy
  - iv. Learning Tool Interoperability (LTI) Advantage Complete
  - v. LTI Assignment and Grading 2.0
  - vi. LTI Deep Linking 2.0
  - vii. LTI Name and Role Provisioning Services 2.0
  - viii. LTI v1.3
  - ix. Thin Common Cartridge v1.3
3. Demonstrate Accessibility.
- a) Submit an Accessibility Conformance Report completed utilizing Voluntary Product Accessibility Template VPAT 2.3 and Web Content Accessibility Guidelines (WCAG 2.1). The accessibility evaluation submitted must correspond to the current version of the proposed SOLUTION.
  - b) Submit a comprehensive accessibility evaluation from an objective, independent third party verifying the claims made on the product Accessibility Conformance Report (VPAT 2.3), or equivalent, if the Accessibility Conformance Report was not completed by an independent third party. OFFEROR may use a third-party accessibility evaluation service of their choice.

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **3.1 INTRODUCTION**

This section indicates the proposal requirements for this RFP which shall be submitted by the deadline set for submission of proposals. Fulfillment of all proposal requirements listed is mandatory for consideration of proposals.

The Proposal shall include the following subsections:

Proposal Letter

Business Classification Certification Statement

Price Quotation Sheet

Executive Summary

Company History and Organization

Product Roadmap

Offeror Minimum Qualification Matrix

Technical and Data Capabilities

Digital Learning Capabilities

Data Sharing Protections and Requirements Capabilities

Implementation Plan

Optional Features

References

Offeror's proposals should include each of the appendices and be placed in the order provided in Sections 3.2 through 3.14. To assist the Offeror, a checklist and Appendices A through M are provided as a separate document.

### 3.2 PROPOSAL LETTER (APPENDIX A)

The Proposal Letter shown in Appendix A shall be signed by an individual authorized to legally bind the Offeror, dated, and be affixed with the corporate seal (if corporate seal is available). If said individual is not the corporate president, evidence shall be submitted showing the individual's authority to bind the corporation. The fully executed proposal letter shall be submitted along with the proposal.

### 3.3 BUSINESS CLASSIFICATION CERTIFICATION STATEMENT (APPENDIX B)

Offeror shall complete and submit the Business Classification Certification Statement document with the proposal.

### 3.4 PRICE QUOTATION SHEET (APPENDIX C)

Offeror shall provide a price quote for the LMS solution based on the information provided in Appendices D through K, which shall include the following:

- A. Licensing fees based on the user-type and number of users. Refer to ATTACHMENTS A, B, C, D, and F to determine the number of licenses based on Headcount Enrollment, Faculty Count, Employee FTE, the number of courses by modality, and the number of Sakai (Laulima) course sites in the University. Licensing fees shall commence upon satisfactory implementation and acceptance of the LMS for the transition from Sakai (Laulima) for the Summer Pilot, be projected out for a FIVE (5) year term, and assessed to the University upon satisfactory implementation and acceptance of the LMS as each University legacy system is progressively transitioned in accordance with the estimated implementation timeline in Section 2.8, and thereafter paid on a fixed, annual basis, as follows:
  - 1. May 2024: Sakai (Laulima) Summer Pilot for 3,000 student FTE.
  - 2. January 2025: Sakai (Laulima) Cohort 1 for 25,000 student FTE.
  - 3. August 2025: Sakai (Laulima) for all remaining student FTE.
  - 4. January 2026: Saba, ACER and Litmos for all University and RCUH employee FTE.
- B. One (1)-time fees for the implementation services (e.g., System Configuration and Testing Integrations, Partnership, Migration/Transition, Training) that the Offeror is providing to the University for each University legacy system: Sakai (Laulima), Saba, ACER, and Litmos. One (1)-time fees shall be assessed in TWO (2)

installments to the University, in accordance with the estimated implementation timeline in Section 2.8, as follows:

1. August 2025: One (1)-time implementation services fee for Sakai (Laulima) upon satisfactory implementation and operation of the LMS for the full transition from Sakai (Laulima) for all student FTE.
2. January 2026: One (1)-time implementation services fee for Saba, ACER and Litmos upon satisfactory implementation and operation of the LMS for the full transition from Saba and Litmos, and for the full transmission of data to ACER for all University and RCUH employee FTE.

C. All fees shall include hardware, software, maintenance, mobile application costs, man-hours, travel-related expenses, overhead, and all applicable fees and taxes.

Complete Appendix C, Price Quotation Sheet. All rows in the worksheet must be completed. If there are no costs associated with any item, and "N/A" designation shall be indicated and the Offeror is not to assess any cost for that line item.

### 3.5 EXECUTIVE SUMMARY (APPENDIX D)

A. Offeror shall provide an Executive Summary that includes a brief overview of Offeror's proposal summarizing the anticipated results, as well as an overview of the process that the Offeror intends to follow to achieve these results.

### 3.6 COMPANY HISTORY AND ORGANIZATION (APPENDIX E)

A. Offeror shall provide information regarding Offeror's company history and organization in the following areas:

1. Company headquarters information.
2. Company ownership structure.
3. Number of years in business.
4. Awards and merits.
5. Software evolution and direction.
6. Evidence of financial stability.
7. Previous experience implementing projects similar in scope.

3.7 PRODUCT ROADMAP (APPENDIX F)

A. Offeror shall provide their plan for future updates to the solution as they relate to the following questions:

1. Describe how items are prioritized on the product roadmap.
2. How often is the product roadmap updated.
3. How often is the product roadmap made publicly available and/or available to partnering institutions.

3.8 OFFEROR MINIMUM QUALIFICATION MATRIX (APPENDIX G)

The Offeror Minimum Qualification Matrix shown in Appendix G and referred to in Section 2.9 shall be submitted together with all of the required documents and information to establish that all minimum qualifications have been met.

3.9 TECHNICAL AND DATA CAPABILITIES (APPENDIX H)

Offeror shall provide details on how their solution meets the technical and data requirements of the University as referred to in Section 2.5, and shall also address specific issues as follows:

A. Integrations

1. Student Information System Integration
  - a) Describe how the solution integrates with the University's Student Information System, Ellucian-Banner.
2. Human Resource Portal Integration
  - a) Describe how the solution integrates with the University's Human Resource portal, PeopleSoft.
3. Google Applications Integration
  - a) Describe how the solution integrates with Google Applications.
4. Single Sign On (SSO)
  - a) Describe how the solution supports the University's SSO.

5. Microsoft Office 365 Integration

- a) Describe how the solution integrates with Microsoft Office 365 Applications.

. Authentication Authorization

- a) Describe how the solution supports Two-Factor MFA.

B. Hosting Services

1. Indicate where the application is hosted and where the data is hosted.
2. Indicate the University's bandwidth requirements.
3. Describe the server response time, uptime guarantees, and maintenance schedule.
4. Describe how the solution will handle virus-infected (e.g., malware) files. Describe how virus-infected files will be identified and quarantined or remediated when uploaded to the solution.
5. List and describe any security breaches and incidents compromising confidential information during the last FIVE (5) years.

C. System Administration

1. Indicate any content or solution areas that are restricted system administrator access.

D. Institutional Level Reporting and Statistics

1. Describe in detail the types of reporting and analytic capabilities of the solution.

E. Integration of Ō'lelo Hawai'i (Hawaiian language)

1. Describe in detail the solutions' Hawaiian language capability.
2. If Ō'lelo Hawai'i is not currently offered as a language pack within the solution, provide a detailed plan for the Offeror's development of a Hawaiian language pack for the solution that will be fully deployed no later than July 2025.

F. Web Accessible Content (Accessibility Checker)

1. Describe in detail the solution's web accessible content features.

3.10 DIGITAL LEARNING CAPABILITIES (APPENDIX I)

Offeror shall provide details on how their solution meets the digital learning requirements of the University as referred to in Section 2.6, summarized as follows:

A. Assessment of Learning Outcomes and Reporting

B. Instructional Design Efficiencies and Flexibility

C. Dynamic Learner Engagement

D. Mathematical Expressions

E. Instructor and Peer Feedback and Grading Efficiencies

F. Content and Video Conferencing Integration

G. Multilingual Capabilities

H. ePortfolios

I. Generative Artificial Intelligence (AI) Integrations and Capabilities

J. Open Educational Resources (OER)

3.11 DATA SHARING PROTECTIONS AND REQUIREMENTS CAPABILITIES (APPENDIX J)

Offeror shall provide a data sharing protections plan that provides details on how their solution meets the data sharing protections and requirements of the University as referred to in Section 2.7, and shall also address specific issues as follows:

A. Describe the transmission of data and network security based on the data flow diagram and network architecture diagram referenced in Section 2.9 and Appendix G.

B. Describe the Offeror's data confidentiality policies.

C. Describe the Offeror's application security such as software update, upgrades, and patch schedules.



- D. Describe how the Offeror will fulfill the elements described in Section 2.7, Sub-item G, Data Security.
- E. Describe the Offeror's policies and/or procedures around disclosures to third parties.
- F. Describe the Offeror's policies and/or procedures around destruction of data.
- G. Describe the Offeror's policies and/or procedures around data breaches and mandatory disclosures of PII, as evidenced by incident response and data breach procedures.

### 3.12 IMPLEMENTATION PLAN (APPENDIX K)

Offeror shall provide a detailed implementation plan based on the estimated implementation timeline in Section 2.8, which shall also address specific issues as follows:

- A. Describe the technical assistance provided with managing system configuration, branding, and establishing integrations with the hosting service provider.
- B. Describe the technical assistance provided with system configuration, organizational hierarchy of the solution, and development of the solution as a single instance, multi-tenant structure.
- C. Describe the support provided for system configuration for the transition of content from the solution to ACER.
- D. Describe the support provided for testing the integration with the University's Student Information System, multi-factor authentication system, and third-party API and LTI integrations. Refer to ATTACHMENT E for current API and LTI integrations with Sakai (Laulima).
- E. Describe the technical assistance, documentation and resources provided to support stakeholder engagement and assist with change management throughout implementation.
- F. Describe the resources provided for ongoing partnership with the University throughout the term of the contract to respond to feedback, and address technical and functional questions and concerns related to the solution, support, and product enhancements.

- G. Describe the resources provided for ongoing technical support to LMS administrators and Information Technology Services Help Desk managers.
- H. Describe your methodology, including tools, services and support strategies, to migrate/convert courses individually or in bulk from Sakai (Laulima) to the solution, allow the University to independently migrate/convert individual courses from Sakai (Laulima) during and after implementation throughout the term of the contract, and migrate content in bulk from Saba and Litmos to the solution.
- I. Provide an overview of the data conversion and migration process, including a scheduled timeline for data extraction, data validation, and any data mapping, and data import required in order to comply with the estimated implementation timeline as referred to in Section 2.8.
- J. Describe the program and/or tools that are necessary for data conversion, data migration, and online data cleaning prior to data conversion and migration.
- K. Describe any subcontracted services or third-party services associated with data migration.
- L. Offeror must complete the table in Appendix K, outlining the tasks involved with the implementation of the solution as referred to in Section 2.8, including the start and end dates of each task, description of the resources required and/or provided, and the responsible party for each task.

### 3.13 OPTIONAL FEATURES (APPENDIX L)

- A. Describe any premium tier features and complementary products in the Offeror's portfolio that integrate natively with the solution and enhance the standard features of the solution. It is desirable to describe premium tier features that will enhance learner engagement and student success, and support the University in achieving its strategic imperatives of the 2023-2029 UH Strategic Plan.
- B. Provide the cost for the premium tier features and complementary products and any cost incentives associated with the inclusion of premium-tier features and complementary products.

### 3.14 REFERENCES (APPENDIX M)

Offeror shall provide THREE (3) references of institutions that are comparable to the University in enrollment, cost and preferably receiving a cloud-based, single instance, multi-tenant LMS service. Offeror is highly encouraged to select references whose institution has transitioned to the Offeror's LMS within the past THREE (3) years and ideally transitioned from Sakai (Laulima) as its legacy LMS. The name of the

institutions, addresses, contact persons and positions, phone numbers, email addresses, dates of LMS service, name of legacy LMS at the institutions, full-time equivalent of the institutions, cost of the LMS to the institutions, and description of LMS services provided shall be furnished.

The University shall contact the references to determine the Offeror's expertise and knowledge in implementing a cloud-based, single instance, multi-tenant learning management system to institutions of similar size, including the migration/conversion of courses and content from legacy systems.

## SECTION 4 CRITERIA TO EVALUATE PROPOSALS

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. Contract will be awarded to responsive, responsible Offeror whose proposal is determined in writing to be the most advantageous to the University taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the following criteria:

- 4.1 The Offeror provides an Executive Summary, Company History, Organizational Information, and Product Roadmap, which will be evaluated as follows:  
**(100 points maximum)**

- A. Executive Summary (25 points maximum)
- B. Company History (25 points maximum)
- C. Organizational Information (25 points maximum)
- D. Product Roadmap (25 points maximum)

- 4.2 Provides evidence that the Offeror meets all Cybersecurity and Disaster Recovery Plans, Standards-Based Compliance, and Accessibility requirements.  
**(100 points maximum)**

Offeror shall meet all requirements to receive the maximum points. If any of the qualifications or documents for Cybersecurity and Disaster Recovery Plans and Accessibility are omitted or determined by the CISO to be unacceptable, then the Offeror shall receive zero (0) points. If any of the Standards-Based Compliance certifications are not verifiable or an alternative certification comparable to the certification through 1EdTech is not provided, then the Offeror shall receive zero (0) points.

- 4.3 Provides evidence that the Offeror meets the University's Technical and Data Requirements. **(100 points maximum)**

Offeror shall meet all Technical and Data Requirements to receive the maximum points. If the Offeror does not meet a requirement, then the Offeror shall receive zero (0) points.

- 4.4 Provides evidence that the Offeror meets the University's Digital Learning Requirements, which will be evaluated as follows:  
**(600 points maximum)**

- A. Assessment of Learning Outcomes and Reporting (50 points maximum)
- B. Instructional Design Efficiencies and Flexibility (100 points maximum)
- C. Dynamic Learner Engagement (100 points maximum)
- D. Mathematical Expressions (50 points maximum)

- E. Instructor and Peer Feedback and Grading Efficiencies (100 points maximum)
  - F. Content and Video Conferencing Integration (40 points maximum)
  - G. Multilingual Capabilities (40 points maximum)
  - H. ePortfolios (40 points maximum)
  - I. Generative Artificial Intelligence (AI) Integrations and Capabilities (40 points maximum)
  - J. Open Educational Resources (OER) (40 points maximum)
- 4.5 Provides evidence that the Offeror meets the University's Data Sharing Protections and Requirements, which will be evaluated as follows:  
**(100 points maximum)**
- A. Transmission of Data and Network Security (Data flow diagram and network architecture diagram) (20 points maximum)
  - B. Data Confidentiality (15 points maximum)
  - C. Application Security (15 points maximum)
  - D. Data Security (15 points maximum)
  - E. Disclosure to Third Parties (as evidenced by policies and/or procedures) (15 points maximum)
  - F. Destruction of Data (5 points maximum)
  - G. Data Breach and Mandatory Disclosure of PII (as evidenced by incident response and data breach procedures) (15 points maximum)
- 4.6 The Offeror has an implementation plan for its solution with a clear methodology that meets the requirements for system configuration and testing integrations, partnership, migration, and training, ensures a smooth course and content migration/conversion with minimal disruption to the University community, and provides evidence of the strength of an ongoing partnership between the Offeror and the University through implementation and throughout the term of the contract, which will be evaluated as follows:  
**(200 points maximum)**
- A. System Configuration and Testing Integrations (40 points maximum)
  - B. Partnership (40 points maximum)
  - C. Migration (60 points maximum)
  - D. Training (60 points maximum)
- 4.7 Demonstrates solution possesses optional features that enable the University to meet future needs and growth in teaching and learning innovations and efficiency.  
**(200 points maximum)**

- 4.8 The Offeror to demonstrates expertise and knowledge in implementing a cloud-based, single instance, multi-tenant learning management system to institutions of similar size, including the migration/conversion of courses and content from legacy systems, which will be evaluated as follows:  
**(100 points maximum)**

Each reference may receive a maximum of 100 points. The total score of all three (3) references shall be divided by three (3) to determine the final points the Offeror receives. Each reference will be evaluated as follows:

- A. Similarity of institution in FTE and cost (10 points maximum)
- B. Received a cloud-based, single instance, multi-tenant LMS service (10 points maximum)
- C. Transitioned to the Offeror's LMS within the past THREE (3) years (10 points maximum)
- D. Transitioned from Sakai (Laulima) as its legacy LMS (10 points maximum)
- E. Questions regarding implementation (20 points maximum)
- F. Satisfaction with product (20 points maximum)
- G. Satisfaction with service (20 points maximum)

- 4.9 Learning Management System Cost **(600 points maximum)**

Overall, a maximum of SIX HUNDRED (600) points of the total evaluation points will be assigned to evaluate cost. In converting cost to points, the lowest cost proposal will automatically receive the maximum number of points allocated to the Learning Management System cost, 600 points. The point allocations for cost on the other proposals will be determined through the method set forth as follows:

$$[\text{Lowest Cost Proposal} \times 600 \text{ points (max.)}] / [\text{Offeror Proposal Cost}] = \text{Points}$$

**TOTAL POSSIBLE POINTS: 2,100 POINTS**

## **SECTION 5 SPECIAL PROVISIONS**

### **5.1 SCOPE**

The Providing of a Cloud-Based Learning Management System shall be in accordance with the terms and conditions of RFP No. 24-7184 and the General Provisions dated September, 2013 included by reference. Copies of the General Provisions are available at the Office of Procurement Management, University of Hawaii, 1400 Lower Campus Road, Room 15, Honolulu, Hawaii 96822 or the General Provisions may be viewed at: <https://www.hawaii.edu/procurement/vendor-info/terms-and-conditions/general-provisions-for-goods-and-services/>

### **5.2 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)**

The Technical Representative of the Procurement Officer is Gloria Niles, Director of Online Learning, Information Technology Services, telephone 808-956-3504.

### **5.3 REFERENCES**

The UNIVERSITY shall contact the references named in Appendix M, REFERENCES.

### **5.4 OPENING OF PROPOSALS**

Proposals will be opened at the date and time specified in Subsection 1.4, SCHEDULE OF KEY DATES, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties.

### **5.5 BEST AND FINAL OFFERS**

Priority-listed offerors may be afforded the opportunity to submit best and final offers as determined by the UNIVERSITY. If the UNIVERSITY requests best and final offers, and the priority-listed offerors do not submit a new offer, their immediate previous offer shall be considered as their best and final offer. If best and final offers are requested, and after best and final offers are received, final evaluations will be conducted by the UNIVERSITY for purposes of award of the contract.

### **5.6 CONTRACT INVALIDATION**

If any provision of this CONTRACT is found to be invalid, such invalidation will not be construed to invalidate the entire CONTRACT.

## 5.7 RISK OF LOSS

Any and all goods, wares, merchandise, furniture, equipment and personal property of any kind or description which may be on the premises at any time during the term of the CONTRACT, regardless of ownership of such property, shall be at the sole risk and hazard of the CONTRACTOR, and the CONTRACTOR shall not hold the UNIVERSITY liable or responsible for any loss thereof or damage thereto caused by water, gas, defective electrical wiring, fire, or by or for any other cause whatsoever unless the same shall be due to any act or omission of the UNIVERSITY, its officers, agents, employees or invitees.

## 5.8 RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT

In the event any service furnished by the CONTRACTOR in the performance of the CONTRACT should fail to conform to the specifications, the UNIVERSITY may reject the same, and it shall thereupon become the duty of the CONTRACTOR to correct same to conform to specifications, without expense to the UNIVERSITY provided that should the CONTRACTOR fail, neglect, or refuse to do so, the UNIVERSITY shall thereupon have the right to purchase in the open market, for the performance of such service and to deduct from any monies due or that may thereafter become due the CONTRACTOR, the difference between the price named in the CONTRACT and the actual cost thereof to the UNIVERSITY. In case any money due the CONTRACTOR is insufficient for said purpose, the CONTRACTOR shall pay the difference upon demand by the UNIVERSITY.

## 5.9 TERM

- A. The CONTRACT shall commence from the date designated in the Notice to Proceed with implementation and satisfactory operation of the learning management system completed no later than August 2025 for the full transition from Sakai (Laulima) for all student FTE, and no later than January 2026 for the full transition from Saba and Litmos, and for the full transmission of data to ACER for all University and RCUH employee FTE.
- B. The initial term of the CONTRACT for licensing fees for the learning management system shall be for a total of FIVE (5) years, and shall commence upon satisfactory implementation and acceptance of the learning management system for the transition from Sakai (Laulima) for the Summer Pilot. Thereafter, the CONTRACT may be renewed for TWO (2) additional THREE (3) year periods, for a total of ELEVEN (11) years, without the necessity of rebidding, upon mutual agreement in writing, NINETY (90) days prior to the renewal date. The contract prices for all licensing fees shall remain firm for the initial FIVE (5) year term at the prices provided in the CONTRACTOR'S PROPOSAL.



## 5.10 INDEPENDENT CONTRACTOR

In the performance of services required under this Agreement, the CONTRACTOR is an "independent CONTRACTOR", with the authority and responsibility to control and direct the performance and details of the work and services required under the CONTRACT; however, the UNIVERSITY shall have a general right to inspect work to determine whether, in the UNIVERSITY'S opinion, the services are being performed by the CONTRACTOR in compliance with the CONTRACT. The CONTRACTOR and CONTRACTOR'S employees and agents are not by reason of this CONTRACT, agents or employees of the UNIVERSITY for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive for the UNIVERSITY any vacation, sick leave, retirement, worker's compensation, unemployment insurance, or other benefits provided to UNIVERSITY employees. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents in the course of their employment, and to any individual not a party to the CONTRACT, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, cost, and other liabilities associated with securing the insurance coverage.

## 5.11 INSURANCE

CONTRACTOR shall, and shall ensure that all CONTRACTOR Agents shall, during the entire term of the CONTRACT, at no cost to UNIVERSITY, procure and maintain, or cause to be procured and maintained, the following insurance described below, issued by an insurance company or companies authorized to do business in the State of Hawai'i with at least an A – VII Financial Rating according to the current edition of Best's Key Rating Guide:

### A. Required Insurance Coverage.

- (1) Commercial General Liability Insurance. Commercial general liability insurance written on occurrence basis covering claims with respect to injuries or damages to persons or property sustained as a result of the activities of the CONTRACTOR and/or the CONTRACTOR Agents within, on, or about the Premises and/or the UNIVERSITY Campus, with limits not less than the following:

Bodily Injury and Property Damage Combined Single Limit

\$1,000,000.00 Each occurrence

\$2,000,000.00 General Aggregate per policy year

\$2,000,000.00 Products and Completed Operations Aggregate per policy year

Personal/Advertising Injury – Each occurrence	\$1,000,000.00
Medical Expenses -- Any one person	\$ 5,000.00
Damage to Rented Premises – Each occurrence	\$ 250,000.00

Personal/Advertising Injury coverage shall include coverage for mental injury, sexual harassment, sexual molestation or misconduct, invasion of privacy, and wrongful detention.

Such limits may be achieved through the use of umbrella/excess liability insurance sufficient to meet the requirements of this section 5.14 (Insurance) covering the CONTRACTOR’s conduct of the services on or within the Premises and/or the UNIVERSITY Campus and all of the activities and operations of the CONTRACTOR and the CONTRACTOR Agents in connection therewith.

- (2) Automobile Insurance. Automobile Liability Insurance to include coverage for any owned, non-owned, leased, or hired automobiles with limits of not less than the following:

Bodily Injury – Per Person	\$1,000,000.00
Bodily Injury – Per Accident	\$1,000,000.00
Property Damage – Each Accident	\$1,000,000.00
Basic No-Fault Insurance	As required by Hawai’i law

In the event there is a change in Hawai’i law regarding financial responsibility and insurance requirements of automobile owners or users which make this requirement obsolete, UNIVERSITY shall have the right to impose a new requirement consistent with the then Applicable Laws.

- (3) Workers’ Compensation Insurance. Workers’ Compensation insurance with respect to work by employees of the CONTRACTOR and the CONTRACTOR Agents on or about the Premises and/or the UNIVERSITY Campus, with coverage, amounts, and limits as required by law.

- (4) Employers Liability Insurance: Employers Liability Insurance with limits not less than:

Bodily Injury – Each Accident	\$1,000,000.00
Bodily Injury by Disease – Policy Limit	\$1,000,000.00
Bodily Injury by Disease – Each Employee	\$1,000,000.00

The CONTRACTOR shall ensure that the CONTRACTOR Agents (if any) obtain workers compensation and employer’s liability insurance with the limits described herein to cover the work performed.

- (5) Pollution Liability Insurance. If required by UNIVERSITY in the event Hazardous Materials (as defined herein) are or may be involved or used, Pollution Liability insurance coverage with a combined single limit coverage

of at least \$1,000,000 per occurrence which shall cover environmental liabilities, including, without limitation, claims for bodily injury, property damage, environmental damage, and remediation costs resulting from pollution conditions caused by the CONTRACTOR or the CONTRACTOR Agents and/or the conduct of the services.

- B. Common provisions. Each insurance policy that CONTRACTOR and/or any of the CONTRACTOR Agents are obligated to obtain under the CONTRACT shall be subject to the following:
- (1) Notice of changes. CONTRACTOR will be required to notify UNIVERSITY of any cancellation, limitation in scope, material change, or non-renewal of any insurance coverage right away (but no later than five (5) business days of receiving notice from the insurer).
  - (2) UNIVERSITY insurance not primary. Insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents pursuant to this CONTRACT will be primary and any UNIVERSITY insurance will apply only in excess of and not contribute with such insurance obtained by CONTRACTOR and/or any CONTRACTOR Agents.
  - (3) Name UNIVERSITY as an additional insured. UNIVERSITY shall be named as an additional insured on all insurance coverage that CONTRACTOR and/or any CONTRACTOR Agent is required to obtain under the CONTRACT except for workers compensation and employers liability insurance.
  - (4) Waiver of subrogation. All insurance obtained by CONTRACTOR will contain a waiver of subrogation endorsement in favor of UNIVERSITY.
  - (5) UNIVERSITY not required to pay premiums. CONTRACTOR and CONTRACTOR Agents will be responsible for paying all costs associated with obtaining the required insurance coverage described in the CONTRACT, including all premiums. UNIVERSITY will not be responsible for paying any such costs.
  - (6) Acceptable deductibles. The terms and amounts of any deductibles for the required insurance coverage under the CONTRACT must be reasonable and acceptable to UNIVERSITY based upon the type of insurance involved and the conduct of the services.
- C. Deposit insurance certificates. CONTRACTOR will timely deposit and keep on deposit with UNIVERSITY, certificates of insurance necessary to satisfy UNIVERSITY that the insurance requirements of the CONTRACT have been and continue to be satisfied during the term of the CONTRACT.
- D. UNIVERSITY may cure failure to obtain/maintain insurance. If CONTRACTOR fails to provide and maintain the insurance required by the CONTRACT after

written notice to comply from UNIVERSITY, UNIVERSITY may, but shall not be required to, procure such insurance at the sole cost and expense of CONTRACTOR, who shall be obligated to immediately reimburse UNIVERSITY for the cost thereof plus ten percent (10%) to cover UNIVERSITY's administrative overhead.

- E. Lapse in insurance constitutes a breach. Any lapse in, or failure by CONTRACTOR or any CONTRACTOR Agents to procure and maintain the insurance coverage required under the CONTRACT, at any time during and throughout the term of the CONTRACT, shall be a breach of the CONTRACT and UNIVERSITY may terminate the rights of CONTRACTOR and all CONTRACTOR Agents to conduct the services.
- F. Insurance shall not limit CONTRACTOR liability. Obtaining the required insurance coverage will not be construed to limit CONTRACTOR's liability hereunder or to fulfill CONTRACTOR's indemnification, defense, and hold harmless obligations under the CONTRACT. Notwithstanding the required insurance coverage, Contractor shall be obligated for the full and total amount of any damage, injury, or loss arising from acts or omissions of CONTRACTOR and/or the CONTRACTOR Agents.
- G. UNIVERSITY may adjust insurance requirements. UNIVERSITY may, upon reasonable notice and reasonable grounds, increase or change the form, type, coverage, or coverage limits of the insurance required hereunder, in which event CONTRACTOR shall, and shall cause the CONTRACTOR Agents to, obtain insurance, as modified. UNIVERSITY's requirements shall be reasonable and shall be designed to provide protection against the kind and extent of risks that exist at the time a change in insurance is required. CONTRACTOR shall satisfy all UNIVERSITY risk management requirements that are in effect as of the Effective Date and as may be amended from time to time.

#### 5.12 ESCALATION CLAUSE

During the initial FIVE (5) year term of the CONTRACT, the CONTRACT prices for the licensing fees and implementation services shall be in accordance with the pricing provided in the CONTRACTOR'S PROPOSAL. After the initial FIVE (5) year term, the CONTRACTOR shall be allowed to request adjustments to the CONTRACT price for licensing fees, NINETY (90) days prior to the CONTRACT renewal date, provided that the CONTRACT price for each renewal period shall not increase more than FIVE (5)% (or) more than the Consumer Price Index for Pacific Cities and U. S. City Average based on All Urban Consumers, U. S. City Average, in effect ONE HUNDRED TWENTY (120) days prior to the renewal date, whichever is less, and provided further, that the request is made in writing to the UNIVERSITY.

### 5.13 PAYMENT

- A. The termination of the CONTRACT by default or otherwise shall not relieve the CONTRACTOR or UNIVERSITY of their obligations under the contract or for charges accrued while the CONTRACT was in effect but remaining unpaid at the time of termination.
- B. Any amounts owing by the CONTRACTOR under the terms of the CONTRACT shall bear interest from the date such amounts become due until paid. The rate of such interest shall be either (a) at the specific maximum rate, if any, then allowed by the appropriate sections of statutes of Hawaii, or any successor law or statute, or (b) if there is no such maximum rate, TWO (2) percentage points above the large business prime rate of interest then being charged by the bank principally used by the UNIVERSITY.
- C. The Contractor shall be remunerated upon submission of a properly executed original invoice and ONE (1) copy, indicating the contract number, to Information Technology Services, University of Hawaii, 2520 Correa Road, IT Center, 5<sup>th</sup> Floor, Honolulu, Hawaii 96822, for the implementation services fees and licensing fees for the learning management system as follows:
  - 1. One (1)-time implementation services fee for Sakai (Laulima) upon satisfactory implementation and operation of the LMS for the full transition from Sakai (Laulima) for all student FTE.
  - 2. One (1)-time implementation services fees for Saba, ACER and Litmos upon satisfactory implementation and operation of the LMS for the full transition from Saba and Litmos, and for the full transmission of data to ACER for all University and RCUH employee FTE.
  - 3. Licensing fees upon satisfactory implementation and acceptance of the LMS as each University legacy system is progressively transitioned in accordance with the estimated implementation timeline in Section 2.8, and thereafter paid on an annual basis. The initial term of the licensing fees shall commence upon satisfactory implementation and acceptance of the LMS for the transition from Sakai (Laulima) for the Summer Pilot for 3,000 student FTE.

### 5.14 SOFTWARE LICENSE AGREEMENTS

The University will execute Software License Agreements, if necessary, as long as the terms and conditions of the License Agreements do not conflict with the terms and conditions of this Request for Proposals. Inasmuch as the Contractor will be selecting the software for the University, the standard waivers of warranties of merchantability and fitness for a particular purpose shall not be accepted. The University shall be protected from claims of copyright infringement not occasioned by University

modification of the software. The University will not execute software license agreements with third parties.

## ATTACHMENT A

### Headcount Enrollment (CENSUS) AY 2022-2023

<u>Campus</u>	<u>Headcount Fall 2022</u>	<u>Headcount Spring 2023</u>
UH Mānoa	19,074	17,663
UH Hilo	2,977	2,737
UH West O'ahu	2,913	2,860
Hawai'i Community College	2,127	1,992
Honolulu Community College	3,069	2,841
Kapi'olani Community College	5,828	5,325
Kaua'i Community College	1,308	1,131
Leeward Community College	6,221	5,886
UH Maui College	2,472	2,203
Windward Community College	2,384	2,349
<b>Total</b>	<b>48,373</b>	<b>44,987</b>

Source: University of Hawai'i Institutional Research, Analysis and Planning Office (IRAPO), [Headcount Enrollment Multi-Year University of Hawai'i](#)

## ATTACHMENT B

### Faculty Count by Campus Fall 2022

<u>Campus</u>	<u>Full-time Instructional Faculty</u>	<u>Part-time Lecturers</u>	<u>Total</u>
UH Mānoa	1,314	323	1,637
UH Hilo	182	68	250
UH West O'ahu	85	90	175
Subtotal (Universities)	1,581	481	2,062
Hawai'i Community College	68	66	134
Honolulu Community College	85	57	142
Kapi'olani Community College	163	110	273
Kaua'i Community College	44	29	73
Leeward Community College	125	104	229
UH Maui College	70	76	146
Windward Community College	123	56	179
Subtotal (Community Colleges)	678	498	1,176
<b>Total</b>	<b>2,259</b>	<b>979</b>	<b>3,238</b>

Source: IRAPO, [Faculty and Staff Report, Number of Personnel and FTE, Fall 2022](#)



## ATTACHMENT C

### Number of Courses by Modality by Campus Spring 2023

<u>Campus</u>	<u>In-Person/ Hybrid</u>	<u>Fully Online</u>	<u>Total</u>
UH Mānoa	5,612	844	6,456
UH Hilo	537	289	826
UH West O‘ahu	236	485	721
Hawai‘i Community College*	162	202	380
Honolulu Community College	244	200	444
Kapi‘olani Community College	366	440	806
Kaua‘i Community College	107	90	197
Leeward Community College	356	537	893
UH Maui College*	224	214	449
Windward Community College	169	186	355
<b>Total</b>	<b>8,013</b>	<b>3,487</b>	<b>11,527</b>

Notes: \*UH Maui College and Hawai‘i Community College offered 27 courses Distance Not-Online, which are not included in the count of In-Person/Hybrid or Fully Online Courses  
 Source: IRAPO, [Student and Course Taking Report - Special Daily Report Spring 2023](#)

## ATTACHMENT D

### Sakai (Laulima) Course Sites by Term AY 2022-2023

<u>Campus</u>	<u>Sakai (Laulima) Sites Summer 2022</u>	<u>Sakai (Laulima) Sites Fall 2022</u>	<u>Sakai (Laulima) Sites Spring 2023</u>	<u>Total</u>
UH Mānoa	1,976	9,253	8,811	20,040
UH Hilo	221	908	935	2,064
UH West O'ahu	152	823	812	1,787
Hawai'i Community College	73	414	406	893
Honolulu Community College	98	594	552	1,244
Kapi'olani Community College	232	841	787	1,860
Kaua'i Community College	22	257	252	531
Leeward Community College	260	1,000	911	2,171
UH Maui College	94	464	489	1,047
Windward Community College	141	513	496	1,150
<b>Total</b>	<b>3,269</b>	<b>15,067</b>	<b>14,451</b>	<b>32,787</b>

Source: UH LMS Administrator

## ATTACHMENT E

### Current API and LTI Integrations

#### Current API Sakai (Laulima) Integrations:

- Engage - batch create multiple assignment for each course in a term (enrollment verification)
- Extract test results for import into external systems: ISAT, Minors on Campus, campus accreditation surveys, etc.
- Login with enterprise UH login (CAS/Duo) while allowing for local and UH Guest logins
- System wide, group, specific user targeted messaging (top screen notices and login slash screens)
- Combine enrollments of multiple course sites (sections) into a single cross-listed course site. Enrollments section relationship preserved for multipurpose needs: e.g. grade uploads to the correct section.

#### Current LTI Sakai (Laulima) Integrations:

- VitalSource
- H5p
- Cengage
- Pearson
- McGraw Hill
- Myopenmath
- Perusall
- Google Assignments
- WW Norton
- iclicker
- Testout
- Ucertify
- Labster
- Padlet
- Github
- Zybooks
- Mnv-tech
- Tophat
- Voicethread
- ProctorU

#### Current Message Broker AMQP:

- Connect to external message broker to read messages to synchronize Banner SIS info: site creation, faculty assignment, user creation, enrollment assignments.
- Connect to external message broker to publish mid-term/final grades to Banner SIS

## ATTACHMENT F

### University of Hawai'i Employee FTE 2022-2023

<u>Time interval</u>	<u>Regular FTE</u>	<u>Casual FTE</u>	<u>Total FTE</u>
03/22 - 06/22	7,171	619	7,790
07/22 - 10/22	7,687	537	8,224
11/22 - 12/2022	7,584	499	8,083
01/23 - 03/23	7,666	587	8,253
<b>1yr Average of FTE</b>			<b>8,088</b>

Source: Office of Human Resources from UH's PeopleSoft HR System

**APPENDIX A  
PROPOSAL LETTER  
UNIVERSITY OF HAWAII**

We propose to provide the cloud-based learning management system named in the Request for Proposals (RFP) No. 24-7184 to Provide a Cloud-Based Learning Management System for University of Hawaii System, Honolulu, Hawaii.

It is understood that this proposal constitutes an offer.

It is understood and agreed that we have read the University of Hawaii's specifications described in the RFP and that this proposal is made in accordance with the provisions of such specifications. By signing this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such specifications.

We agree, if awarded the contract, to deliver goods or services which meet or exceed the specifications.

Respectfully submitted,

\_\_\_\_\_  
Legal Name of Offeror

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature (original)      **(Typed Name)**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Fax No.

\_\_\_\_\_  
Social Security OR Federal Tax Payer ID No.

\_\_\_\_\_  
Email

\_\_\_\_\_  
Remittance Address (if different from street address)

\_\_\_\_\_  
Hawaii General Excise Tax License No.

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Location of Offeror's Plant

Offeror is:       Individual     Partnership     Corporation\*     Joint Venture

State of Incorporation:     Hawaii     Other:

Is Corporate Seal Available In Hawaii:     Yes\*\*     No

\*      Attach to this page evidence of authority of the above officer to submit an offer on behalf of the corporation, giving also, the names and addresses of the other officers.

\*\*      If yes, affix corporate seal

APPENDIX B

**BUSINESS CLASSIFICATION CERTIFICATION STATEMENT**

**CONTRACTORS: Please complete the information below.** Terms used are taken from the U.S. Small Business Administration (SBA) Rules and Regulations (<https://www.sba.gov/>) and the U.S. Code of Federal Regulations (CFR). The term “controlled” refers to the management and daily operation of the business concern.

The company identified below (check all that apply):

- 1. \_\_\_\_\_ **IS NOT** a small business concern as defined in the regulations  
**(If you checked here, STOP. GO TO CERTIFICATION BELOW.)**
- \_\_\_\_\_ **IS a small business concern**, defined as one that is independently owned and operated, is organized for profit, is not dominant in its field, meets the SBA size standard eligibility (see reverse side of this form for examples of size standards), is registered and has its status represented in the U.S. Government’s System for Award Management (SAM) database. See <http://www.sba.gov/content/what-sbas-definition-small-business-concern>.
- 2. \_\_\_\_\_ IS a **small disadvantaged business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more socially disadvantaged and economically disadvantaged persons who are U.S. citizens. See 13 CFR 124.105 for exceptions.
- 3. \_\_\_\_\_ IS a **women-owned small business concern** of which at least 51% is unconditionally and directly owned and controlled by one or more women who are U.S. citizens. See 13 CFR 127.
- 4. \_\_\_\_\_ IS a **HUBZone small business concern** that meets the certification eligibility requirements set by the U.S. SBA. See 13 CFR 126.
- 5. \_\_\_\_\_ IS a **veteran-owned small business concern** of which at least at least 51% is unconditionally and directly owned by one or more veterans or service-disabled veterans. See 38 CFR 74.
- 6. \_\_\_\_\_ IS a **service-disabled veteran-owned small business concern** of which at least 51% is unconditionally and directly owned by one or more service-disabled veterans. In the case of any publicly owned business, not less than 51% of the stock of which is owned by one or more service-disabled veterans. The management and daily business operations of which are controlled by one or more service-disabled veterans, or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran. See 13 CFR 125.11 et al.

**CERTIFICATION**

I hereby certify the information supplied herein to be true and correct. (Any misrepresentation shall be subject to the provisions stated in item B on the next page.)

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

\_\_\_\_\_  
Signature of Company Officer

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

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

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Type of Goods/Services: \_\_\_\_\_

North American Industry Classification System (NAICS) Code: \_\_\_\_\_

A. A small business concern is one that is independently owned and operated, is organized for profit, is not dominant in its field, has a place of business in the U.S., and operates primarily within the U.S. or makes a significant contribution to the U.S. economy. Size standard eligibility is based on the average number of employees for the preceding 12 months or on sales volume averaged over a 3-year period. See 13 CFR 121.201 for size standards identified by NAICS codes. The size standards for a few industries are shown below and are subject to change at any time.

1. SPECIALTY TRADE CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$15 million.
2. CONSTRUCTION, GENERAL CONTRACTORS – “Small” if average annual receipts for preceding 3 years do not exceed \$36.5 million.
3. MANUFACTURING – “Small” if 500 employees or less, except for some specific products which will increase the complement of employees to 750 or 1,000.
4. TRANSPORTATION – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services.

\$27.5 million – general freight trucking, local.

5. WHOLESALE TRADE, DURABLE AND NON-DURABLE GOODS – “Small” if 100 employees or less.
6. RETAIL TRADE – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific products.

\$7.5 million – hardware stores.

7. SERVICES – “Small” if average annual receipts for preceding 3 years do not exceed the amount shown for specific services:
  - a) \$27.5 million – computer systems design services, custom computer programming services \$20.5 million – security guards and patrol services
  - b) \$18 million – janitorial services
  - c) \$38.5 million – passenger car rental
  - d) \$32.5 million – office machinery and equipment rental & leasing
  - e) \$7.5 million – general automotive repair

Annual receipts of a concern which has been in business for less than 3 complete fiscal years means the total receipts for the period the concern has been in business divided by the number of weeks in business, multiplied by 52. See 13 CFR 121.104.

B. Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small business concern, a qualified HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women in order to obtain a contract to be awarded under the preference programs established pursuant to 15 U.S.C. sections 637(a), 637(d), 638, 644, or 657(a), shall:

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies including suspension and debarment; and
3. Be ineligible for participation in a program conducted under the authority of the Small Business Investment Act of 1958.

**APPENDIX C  
UNIVERSITY OF HAWAII  
PRICE QUOTATION SHEET**

Complete the worksheet as follows.

1. Provide a price quote for the LMS solution based on the information provided in Appendices D through K, which shall include the following:
  - A. Licensing fees based on the user-type and number of users. Refer to ATTACHMENTS A, B, C, D, and F to determine the number of licenses based on Headcount Enrollment, Faculty Count, Employee FTE, the number of courses by modality, and the number of Sakai (Laulima) course sites in the University. Licensing fees shall commence upon satisfactory implementation and acceptance of the LMS for the transition from Sakai (Laulima) for the Summer Pilot, be projected out for a FIVE (5) year term, and assessed to the University upon satisfactory implementation and acceptance of the LMS as each University legacy system is progressively transitioned in accordance with the estimated implementation timeline in Section 2.8, and thereafter paid on a fixed, annual basis, as follows:
    - 1) May 2024: Sakai (Laulima) Summer Pilot for 3,000 student FTE.
    - 2) January 2025: Sakai (Laulima) Cohort 1 for 25,000 student FTE.
    - 3) August 2025: Sakai (Laulima) for all remaining student FTE.
    - 4) January 2026: Saba, ACER and Litmos for all University and RCUH employee FTE.
  - B. One (1)-time fees for the implementation services (e.g., System Configuration and Testing Integrations, Partnership, Migration/Transition, Training) that the Offeror is providing to the University for each legacy system: Sakai (Laulima), Saba, ACER, and Litmos. One (1)-time fees shall be assessed in TWO (2) installments to the University, in accordance with the estimated implementation timeline in Section 2.8, as follows:
    - 1) August 2025: One (1)-time implementation services fee for Sakai (Laulima) upon satisfactory implementation and operation of the LMS for the full transition from Sakai (Laulima) for all student FTE.
    - 2) January 2026: One (1)-time implementation services fee for Saba, ACER and Litmos upon satisfactory implementation and operation of the LMS for the full transition from Saba and Litmos, and for the full transmission of data to ACER for all University and RCUH employee FTE.



- C. All fees shall include hardware, software, maintenance, mobile application costs, man-hours, travel-related expenses, overhead, and all applicable fees and taxes.
2. All rows in the worksheet must be completed. If there are no costs associated for any item, a "N/A" designation shall be indicated and the Offeror is not to assess any cost for that line item.

**ANNUAL FEES**

No.	Description	Year 1: Sakai (Laulima): Summer Pilot FTE and (Prorated) Cohort 1 FTE	Year 2: Sakai (Laulima): Summer Pilot FTE, Cohort 1 FTE, and (Prorated) remaining FTE; (Prorated) Saba, ACER and Litmos: all FTE	Year 3: Sakai (Laulima): all FTE; Saba, ACER and Litmos: all FTE	Year 4: Sakai (Laulima): all FTE; Saba, ACER and Litmos: all FTE	Year 5: Sakai (Laulima): all FTE; Saba, ACER and Litmos: all FTE	Total
1.	License Fee						
	Total Annual Fees						

**ONE-TIME FEES**

No.	Description	One-Time Fee
1.	Sakai (Laulima) Implementation Services: A. System Configuration and Testing Integrations B. Partnership C. Migration D. Training	
2.	Saba Implementation Services: A. System Configuration and Testing Integrations B. Partnership C. Migration D. Training	
3.	ACER Implementation Services: A. System Configuration and Testing Integrations B. Partnership C. Transition D. Training	
4.	Litmos Implementation Services: A. System Configuration and Testing Integrations B. Partnership C. Migration D. Training	
	Total One-Time Fees	
<b>TOTAL PRICE:</b>		

**APPENDIX D**  
**EXECUTIVE SUMMARY**

Provide an Executive Summary that includes a brief overview of Offeror's proposal summarizing the anticipated results, as well as an overview of the process that the Offeror intends to follow to achieve these results.

**APPENDIX E**  
**COMPANY HISTORY AND ORGANIZATION**

Provide information regarding Offeror's company history and organization in the following areas:

1. Provide company headquarters information.
2. Provide company ownership structure.
3. Provide the number of years in business.
4. Provide awards and merits.
5. Provide software evolution and direction.
6. Provide evidence of financial stability.
7. Provide previous experience implementing projects similar in scope.

## **APPENDIX F PRODUCT ROADMAP**

Provide Offeror's plan for future updates to the solution as they relate to the following questions:

1. Describe how items are prioritized on the product roadmap.
2. How often is the product roadmap updated.
3. How often is the product roadmap made publicly available and/or available to partnering institutions.

**APPENDIX G  
OFFEROR MINIMUM QUALIFICATION MATRIX**

<b>Offeror Company Name:</b>	
<b>1. Cybersecurity and Disaster Recovery Plans</b>	<b>Yes/No</b>
<b>Indicate “Yes” or “No” if the Offeror possesses the following qualifications, and furnish the corresponding documents:</b>	
SOC 2 certification (the University’s CISO can sign a Non-Disclosure Agreement)	
Privacy policy or statement, including FERPA and HIPAA compliance	
Security plans and practices	
Data flow diagram	
Network architecture diagram	
Disaster recovery plan	
<b>2. Standards-Based Compliance</b>	
<b>Indicate “Yes” or “No” if the following certifications of the Offeror are verifiable through 1EdTech (available at <a href="http://imglobal.org">imglobal.org</a>). If “No”, furnish an alternative certification with a detailed explanation of how the alternative certification is comparable to the certification through 1EdTech.</b>	
Caliper Analytics	
Common Cartridge v1.3	
Data Privacy	
Learning Tool Interoperability (LTI) Advantage Complete	

LTI Assignment and Grading 2.0	
LTI Deep Linking 2.0	
LTI Name and Role Provisioning Services 2.0	
LTI v1.3	
Thin Common Cartridge v1.3	
<b>3. Accessibility</b>	
<b>Indicate “Yes” or “No” if the Offeror has the following documents, and furnish the corresponding documents:</b>	
Accessibility Conformance Report	
Accessibility Evaluation	

## **APPENDIX H TECHNICAL AND DATA CAPABILITIES**

Provide details on how the Offeror's solution meets the technical and data requirements of the University as referred to in Section 2.5, and also address specific issues as follows:

1. Describe how the solution integrates with the University's Student Information System, Ellucian-Banner.
2. Describe how the solution integrates with the University's Human Resource portal, PeopleSoft.
3. Describe how the solution integrates with Google Applications.
4. Describe how the solution supports the University's SSO.
5. Describe how the solution integrates with Microsoft Office 365 Applications.
6. Describe how the solution supports Two-Factor MFA.
7. Indicate where the application is hosted and where the data is hosted.
8. Indicate the University's bandwidth requirements.
9. Describe the server response time, uptime guarantees, and maintenance schedule.
10. Describe how the solution will handle virus-infected (e.g., malware) files. Describe how virus-infected files will be identified and quarantined or remediated when uploaded to the solution.
11. List and describe any security breaches and incidents compromising confidential information during the last FIVE (5) years.
12. Indicate any content or solution areas that are restricted system administrator access.
13. Describe in detail the types of reporting and analytic capabilities of the solution.
14. Describe in detail the solutions' Hawaiian language capability.
15. If Ō'lelo Hawai'i is not currently offered as a language pack within the solution, provide a detailed plan for the Offeror's development of a Hawaiian language pack for the solution that will be fully deployed no later than July 2025.
16. Describe in detail the solution's web accessible content features.



## **APPENDIX I DIGITAL LEARNING CAPABILITIES**

Provide details on how the Offeror's solution meets the digital learning requirements of the University as referred to in Section 2.6, summarized as follows:

1. Assessment of Learning Outcomes and Reporting
2. Instructional Design Efficiencies and Flexibility
3. Dynamic Learner Engagement
4. Mathematical Expressions
5. Instructor and Peer Feedback and Grading Efficiencies
6. Content and Video Conferencing Integration
7. Multilingual Capabilities
8. ePortfolios
9. Generative Artificial Intelligence (AI) Integrations and Capabilities
10. Open Educational Resources (OER)

**APPENDIX J**  
**DATA SHARING PROTECTIONS AND REQUIREMENTS CAPABILITIES**

Provide a data sharing protections plan that provides details on how the Offeror's solution meets the data sharing protections and requirements of the University as referred to in Section 2.7, and shall also address specific issues as follows:

1. Describe the transmission of data and network security based on the data flow diagram and network architecture diagram referenced in Section 2.9 and Appendix G.
2. Describe the Offeror's data confidentiality policies.
3. Describe the Offeror's application security such as software update, upgrades, and patch schedules.
4. Describe how the Offeror will fulfill the elements described in Section 2.7, Sub-item G, Data Security.
5. Describe the Offeror's policies and/or procedures around disclosures to third parties.
6. Describe the Offeror's policies and/or procedures around destruction of data.
7. Describe the Offeror's policies and/or procedures around data breaches and mandatory disclosures of PII, as evidenced by incident response and data breach procedures.

## **APPENDIX K IMPLEMENTATION PLAN**

Provide a detailed implementation plan based on the estimated implementation timeline in Section 2.8, which shall also address specific issues as follows:

1. Describe the technical assistance provided with managing system configuration, branding, and establishing integrations with the hosting service provider.
2. Describe the technical assistance provided with system configuration, organizational hierarchy of the solution, and development of the solution as a single instance, multi-tenant structure.
3. Describe the support provided for system configuration for the transition of content from the solution to ACER.
4. Describe the support provided for testing the integration with the University's Student Information System, multi-factor authentication system, and third-party API and LTI integrations. Refer to ATTACHMENT E for current API and LTI integrations with Sakai (Laulima).
5. Describe the technical assistance, documentation and resources provided to support stakeholder engagement and assist with change management throughout implementation.
6. Describe the resources provided for ongoing partnership with the University throughout the term of the contract to respond to feedback, and address technical and functional questions and concerns related to the solution, support, and product enhancements.
7. Describe the resources provided for ongoing technical support to LMS administrators and Information Technology Services Help Desk managers.
8. Describe your methodology, including tools, services and support strategies, to migrate/convert courses individually or in bulk from Sakai (Laulima) to the solution, allow the University to independently migrate/convert individual courses from Sakai (Laulima) during and after implementation throughout the term of the contract, and migrate content in bulk from Saba and Litmos to the solution.
9. Provide an overview of the data conversion and migration process, including a scheduled timeline for data extraction, data validation, and any data mapping, and data import required in order to comply with the estimated implementation timeline as referred to in Section 2.8.
10. Describe the program and/or tools that are necessary for data conversion, data migration, and online data cleaning prior to data conversion and migration.

11. Describe any subcontracted services or third-party services associated with data migration.

12. Offeror must complete the following table, outlining the tasks involved with the implementation of the solution as referred to in Section 2.8, including the start and end dates of each task, description of the resources required and/or provided, and the responsible party for each task.

Task	Task Description	Start Date	End Date	Resource

## **APPENDIX L OPTIONAL FEATURES**

1. Describe any premium tier features and complementary products in the Offeror's portfolio that integrate natively with the solution and enhance the standard features of the solution. It is desirable to describe premium tier features that will enhance learner engagement and student success, and support the University in achieving its strategic imperatives of the 2023-2029 UH Strategic Plan.
2. Provide the cost for the premium tier features and complementary products and any cost incentives associated with the inclusion of premium-tier features and complementary products.

**APPENDIX M  
REFERENCES**

Provide the information for THREE (3) references. Refer to Section 3.14 for further information.

**Reference 1**

Name of Institution: \_\_\_\_\_

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Dates of LMS Service: \_\_\_\_\_

Legacy LMS: \_\_\_\_\_

FTE: \_\_\_\_\_ Cost: \_\_\_\_\_

Description of Services Provided:

**Reference 2**

Name of Institution: \_\_\_\_\_

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Dates of LMS Service: \_\_\_\_\_

Legacy LMS: \_\_\_\_\_

FTE: \_\_\_\_\_ Cost: \_\_\_\_\_

Description of Services Provided:

**Reference 3**

Name of Institution: \_\_\_\_\_

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

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Position: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email address: \_\_\_\_\_

Dates of LMS Service: \_\_\_\_\_

Legacy LMS: \_\_\_\_\_

FTE: \_\_\_\_\_ Cost: \_\_\_\_\_

Description of Services Provided: