

PROPOSAL APPENDIX FORMS

This document indicates the proposal requirements for the RFP which shall be submitted by the deadline set for submission of proposals. Offeror shall complete the appropriate proposal requirements, sign all appropriate forms, and attach (upload) the completed Appendixes to their HlePRO online RFP submission.

APPENDIX CHECKLIST

THE FOLLOWING APPENDIXES IN THIS TABLE MUST BE COMPLETED AS PART OF THE RFP AND SHALL BE UPLOADED WITH THE OFFERORS HlePRO SUBMISSION.

APPENDIX DESCRIPTION	APPENDIX
Proposal Letter	Appendix A
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The University is not responsible for any issues with the uploading of the Appendixes into HlePRO.

**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: _____

APPENDIX B

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.

<u>ANNUAL FEES</u>							
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							
<u>ONE-TIME FEES</u>							
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							
TOTAL PRICE:							

**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**

Offeror Company Name:	
1. Cybersecurity and Disaster Recovery Plans	Yes/No
Indicate “Yes” or “No” if the Offeror possesses the following qualifications, and furnish the corresponding documents:	
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	
2. Standards-Based Compliance	
Indicate “Yes” or “No” if the following certifications of the Offeror are verifiable through 1EdTech (available at imglobal.org). If “No”, furnish an alternative certification with a detailed explanation of how the alternative certification is comparable to the certification through 1EdTech.	
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	
3. Accessibility Indicate “Yes” or “No” if the Offeror has the following documents, and furnish the corresponding documents:	
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: