

UNIVERSITY OF HAWAI'I	AMENDMENT OF SOLICITATION	PAGE 1 of 30
1. AMENDMENT NO. 2	3. REQUEST FOR PROPOSALS (RFP) NO. <u>24-7184</u> Dated <u>OCTOBER 2023</u> Provide a Cloud-Based Learning Management System for University of Hawai'i System, Honolulu, Hawai'i	
2. EFFECTIVE DATE October 31, 2023		
4. ISSUED BY Director, Office of Procurement Management 1400 Lower Campus Road, Room 15 Honolulu Hawai'i 96822 BUYER: <u>T. Shibuya</u>	5. CONTRACTOR (NAME AND ADDRESS) N/A	

6. The RFP referenced above is amended as set forth in block 7. The hour and date for receipt of offers is extended is not extended. This amendment is attached to HlePRO solicitation P24000646 for distribution and acknowledgement purposes.

7. DESCRIPTION OF AMENDMENT

- A. The University's response to questions is attached hereto and made a part hereof.
- B. Page SECTION 2 – 5 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 2 – 5.
- C. Page SECTION 2 – 15 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 2 – 15.
- D. Page SECTION 2 – 19 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 2 – 19.
- E. Page SECTION 2 – 20 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 2 – 20.
- F. Page SECTION 2 – 24 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 2 – 24.
- G. Page SECTION 3 – 8 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 3 – 8.
- H. Page SECTION 3 – 9 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 3 – 9.
- I. Page SECTION 4 – 3 shall be replaced with AMENDMENT NO. 2, REVISED SECTION 4 – 3.
- J. Page APPENDIX G shall be replaced with AMENDMENT NO. 2, REVISED APPENDIX G.
- K. Page APPENDIX M shall be replaced with AMENDMENT NO. 2, REVISED APPENDIX M.

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT REFERENCED IN BLOCK 3 UNLESS HERETOFORE AMENDED, REMAIN UNCHANGED.

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Responses to Questions for solicitation: RFP No. 24-7184, Provide a Cloud-Based Learning Management System for University of Hawai'i System

- 1. As evidenced by industry/market data, the requirements of a student vs. non-student LMS solution are quite different. Even if provided as disparate multi-tenant instances, procuring a single LMS solution for both applications contradicts virtually all current industry best practices. Would the University consider alternative proposals that address the student or non-student LMS requirements separately. For example, one proposal to address the current to Sakai functionality, and/or another proposal to address the Saba/ACER/Litmos functionality.**

The University of Hawaii (University) is seeking proposals for a single solution that will satisfy the requirements set forth in the University's RFP, to replace the University's current use of Sakai (Laulima), Litmos, and Saba, and integrate with UH Acknowledgement and Certifications (ACER).

- 2. Is onsite support expected during any phase of this project?**

No onsite support is required during any phase of the project.

- 3. Are there any roadblocks for offshore development/support?**

The Contractor, regardless of location for development/support, is expected to comply with all contractual obligations set forth in the RFP, including all data being maintained in a U.S. repository and compliance with University policies, as well as local, state and federal laws and regulations.

- 4. Would you please share a high-level budget (or at least a budget range, e.g., US\$ 50k - 100k) allocated for this project? This would help us propose the appropriate solution, strategy.**

The University declines to provide a high-level budget allocated to this project, and encourages Offerors to be aggressive on pricing solutions.

- 5. Do you have a preference for local vendors (based out of Hawaii)?**

The University does not have a preference for a local vendor based out of Hawai'i.

- 6. Would you accept proposals from vendors working in a different timezone?**

Yes, the University will accept proposals from vendors working in a different timezone. The expectation will be for the Contractor and the University to work collaboratively to accommodate training, support, and meetings during regular business hours in the Hawai'i timezone.

- 7. After examining Appendix Z, we still lack clarity on the system's intentions regarding the total number of courses to be migrated and archived. Could you please provide a definitive count for both categories?**

The RFP does not contain Appendix Z. As such the University is unable to provide a response.

8. Could you specify the specific types of data required for outcomes/assessment process, such as student performance metrics, enrollment statistics, or any other relevant information? Is there a desire to use this data for accreditation purposes?

The intent of the data required for learning outcomes assessment is to achieve the crucial functions related to student performance metrics as specified in Page Section 2 - 9, Scope of Work 2.6, DIGITAL LEARNING REQUIREMENTS. The data will be used for program review, and for the self-study analysis conducted by each campus for reaffirmation of institutional accreditation and by various departments for programmatic accreditation. Additionally, data on learning outcomes will be analyzed to inform curricular decisions based upon both course and program learning outcome achievement.

9. Will there be an additional opportunity to demonstrate the product? If so, will they be on site?

The University may request a demonstration of the product solely for informational purposes. The demonstration would be expected to be presented via video conferencing, and not onsite.

10. Will you need an evaluation site?

The University may request an evaluation site solely for informational purposes.

11. Do you have any intentions to archive outside of your locally-hosted Sakai implementations?

The University currently has no intention to archive outside of the University's locally-hosted server.

12. How can we upload our MNDA through this portal in order to supply the SOC 2 as requested?

If an Offeror requires a signed Non-Disclosure Agreement, Offeror shall email the Non-Disclosure Agreement to the University Chief Information Security Officer, Jodi Ito, at jodi@hawaii.edu, no later than 4:00 p.m., Hawai'i Standard Time, on November 6, 2023. The University shall return the signed Non-Disclosure Agreement to the Offeror no later than 4:00 p.m., Hawai'i Standard Time on November 10, 2023.

13. Would the University allow vendors to include a pricing narrative and a supplemental cost table to provide additional detail, clarity, and value highlights? We would still include a completed Appendix C with our proposal.

Yes, a pricing narrative and a supplemental cost table may be provided along with the completed Appendix C with the Offeror's proposal.

14. Would the University consider removing HIPAA from the minimum requirements section as HIPAA relates to the protection of personal health information and a learning management system is not intended for the storage and processing of such information?

The University will delete HIPAA compliance from the Minimum Qualifications of Offeror.

15. **Regarding your reference form in Appendix M, you ask Offerors to provide the project cost for each reference. Each customer's project costs are confidential and if disclosed could violate confidentiality provisions with our customers. The University would be welcome to seek this information directly from our customers during your reference check. Is it therefore acceptable that vendors include FTE volume as an indication of the size of the project and leave the Cost field blank?**

The University will delete the cost of the learning management system (LMS) from References.

16. **In section 4.3 of the RFP, you state that "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". Can you please clarify whether one unmet requirement results in a zero for the entire section, or does the Offeror receive zero points for that single requirement only?**

In accordance with Page Section 4 – 1, Criteria to Evaluate Proposals, 4.3, an Offeror must meet all Technical and Data Requirements to receive a score of 100. One (1) unmet Technical and Data Requirement will result in a score of zero (0) points for Criteria to Evaluate Proposals 4.3.

17. **Regarding requirement A.1.a in Section 2.5 where you state that: "The SOLUTION must access any of the CONTRACTOR'S applications using major, commercially available web browsers such as Explorer, Safari, Firefox, Mozilla, Chrome", please note that Microsoft no longer recommends IE and is instead investing in Microsoft Edge. Can you please clarify whether your users continue to use Internet Explorer as a browser and if this is a firm requirement?**

The University will delete "Explorer" and replace with "Edge".

18. **Can you please share how your users are currently authenticating (i.e., which SSO system does the LMS need to support)?**

The University's current LMS supports UH users as well as "UH Guests" (users local to our LMS generally created in a user@external_hostname format). UH users are authenticated with the UH username (user in user@hawaii.edu) and password which is authenticated against the UH System core Lightweight Directory Access Portal (LDAP) service. The University generally steers UH users to login via Central Authentication Service (CAS) <<https://apereo.github.io/cas/6.6.x/index.html>> since CAS implementation also includes Multi-Factor Authentication (MFA). The University's core CAS service uses UH System core LDAP service for authentication.

19. **Can you please share the name and email of the appropriate contact is to receive our NDA (required for SOC 2 report)? Can you please also share the name and email of the appropriate recipient of the SOC 2 report?**

Please refer to the University's response to Question 12. The Offeror's SOC 2 certification shall be furnished in accordance with Page Section 3 – 4, Proposal Requirement 3.8, OFFEROR MINIMUM QUALIFICATION MATRIX (APPENDIX G).

20. Do you require a public facing catalogue for external course registration? If yes, how many external users would be accessing the LMS on an annual basis?

The University has not stipulated a requirement for a public facing catalogue for external course registration in the RFP. Offerors have the opportunity to include such a product as an Optional Feature, in accordance with Page Section 3 – 8, Proposal Requirement 3.13, OPTIONAL FEATURES (APPENDIX L).

21. In Appendix A you ask for vendors to provide a Hawaii General Excise Tax License Number. Since we don't currently have this tax number, we can provide a Secretary of State number to confirm that we are registered to do business in Hawaii and can obtain the Hawaii General Excise Tax License Number upon notice of award. Can you please confirm that this is acceptable?

It is the Offeror's responsibility to input the appropriate number to comply with the requirements of Appendix A.

22. Can you please share the type of data that will be migrated from Saba?

If an Offeror is interested in the type of data that will be migrated from Saba, Offeror shall email its request to the Technical Representative of the Procurement Officer (TRPO), Gloria Niles, at gniles@hawaii.edu.

23. Which format do your Saba courses export to?

The courses cannot be exported but the course content (activities) can be. Content administrators can export the following content formats:

- AICC (If course-structure files provided)
- IMS Package
- SCORM Package
- Tin Can
- Zip File

24. Can you please share which version of Saba you are currently on?

The University currently utilizes Version: Saba Cloud 56.0.6.20.

25. Can you please provide more detail on the data that will be fed into your ACER solution?

ACER is used to track individuals' compliance with University training requirements. The LMS will be used to provide compliance training. Grades/scores must be able to be transferred into ACER to calculate pass/fail rates.

26. **Can you please share which data is expected to come from Litmos?**

The data needed to be imported from Litmos to the new LMS are as follows:

- First name
- Last name
- Email address
- Project/school/college
- Employee ID number
- Team (employee, supervisor, speckal team, general)
- Courses assigned
- Courses completed
- Compliance

27. **Can you please share which version of Litmos you're currently on?**

The University currently utilizes Litmos 2307. Releases are updated automatically.

28. **We interpret that some of the policies set out in RFP Section 2.7, K. Compliance with Applicable UNIVERSITY Policies appear to apply to the University personnel and not to vendors. Moreover, we have a comprehensive set of security-conscious policies that apply to all of our information handling practices and are based on industry standards like ISO. Given this, would the university accept a vendor's compliance with ISO 27001, ISO 27018, and ISO 27701 certifications and SOC 1 and 2 as sufficient for meeting section 2.7, K. Compliance and Applicable University Policies? We maintain these certifications to provide our customers confidence in our operations as it's operationally infeasible to manage alignment with over 1,200 customers' specific policies.**

For the data security portion, the University can review the Offeror's documents to determine if it meets the University's data security protection requirements. However, policies such as FERPA and the Student Online Data Protection Requirements for Third Party Vendors, are not security related.

The University is seeking vendors whose policies align with the University's student data privacy requirements. Primary among them is the requirement that student data be used only for the purpose for which it was collected. Along those lines, the University does not allow targeted advertising, sharing/selling/renting of data, and the amassing of student profiles. These types of principles and activities are consistent with University policies.

29. **We interpret IT Executive Policy 2.214 Section D.2 to be applicable to the University personnel and not to vendors. If this section is applicable to vendors we note that it is contradictory to the provisions set out in section 2.7, L. Data Breach which states a notification period of 48 hours rather than immediately. Can you please confirm this section relates to your own staff and not vendors?**

The University Executive Policy 2.214, Section III.D.2 refers to University personnel, who should notify the University ITS' Information Security Team immediately upon discovery of an inadvertent exposure or inappropriate disclosure of Protected Data. In the event of the unauthorized release of PII or DATA, or other event requiring notification, the University will accept Vendor notification to

the University by telephone and email within SEVENTY-TWO (72) hours of confirmation of such event. (Please refer to the University's response to Question 30).

30. **Our product is certified to ISO standards and aligns with industry standards like NIST. In the unlikely event of a breach, our internal processes state that we will notify customers of a data breach as soon as reasonably practicable and in any case within 72 hours. Would the University please consider changing the notification requirement in Section 2.7, L. DATA Breach from 48 hours to 72 hours?**

In the event of the unauthorized release of PII or DATA, or other event requiring notification, the University will accept Vendor notification to the University by telephone and email within SEVENTY-TWO (72) hours of confirmation of such event.

31. **RFP Section 2.7, L. DATA Breach requires reimbursement and indemnity for costs for suspected breaches as well as actual breaches. We submit that it is not equitable to include "suspected" breaches in this section. Vendors should only be expected to take such actions and incur costs for actual breaches. Can you please remove the "suspected" language from this RFP clause in Section 2.7, L. DATA Breach?**

The University will delete "suspected" breach.

32. **Regarding the provisions set out in Section 5.8, as it is not standard in our market for LMS vendors to cover differences in costs upon procurement, can this requirement please be deleted? At a minimum, can this requirement be capped at the agreed limitation of liability limit?**

It is not in the best interest of the University to revise Page Section 5 – 2, Special Provision 5.8, RIGHTS AND REMEDIES OF THE UNIVERSITY FOR DEFAULT.

33. **Regarding the provisions set out in 5.11.B(1), our insurer cannot notify of material change, only of cancellation. Can this section please be modified to state that Vendor will notify of material change, and all notifications in this section to be made within 30 calendar (rather than 5 business) days?**

It is not in the best interest of the University to revise Page Section 5 – 5, Special Provision 5.11, INSURANCE.

34. **Regarding the provisions set out in 5.11.B(2) and 5.11.B(4), our insurer has advised against naming our insurance as primary and non-contributory, or providing a waiver of subrogation. Can these subsections please be removed?**

It is not in the best interest of the University to revise Page Section 5 – 5, Special Provision 5.11, INSURANCE.

35. **Regarding the provisions set out in 5.11.D, as it is not standard in our industry to compensate in this manner, can this section please be removed; at a minimum, can the 10% in administrative overhead be removed?**

It is not in the best interest of the University to revise Page Section 5 – 5, Special Provision 5.11, INSURANCE.

36. **Regarding the provisions set out in 5.14, could the sentence regarding warranty disclaimers be removed in this section? It is standard in our industry to offer standard warranty disclaimers. Moreover, selection of the solution and its configuration will be a collaborative process.**

It is not in the best interest of the University to revise Page Section 5 – 7, Special Provision 5.14, SOFTWARE LICENSE AGREEMENTS.

37. **Regarding section 3.8 Offeror Minimum Qualification Matrix (Appendix G) where you ask for a Data Flow diagram, can you please provide more detail on the type of data flow diagram you wish to see?**

The University is seeking to determine how PII is input, stored, and is exported from the LMS.

38. **Regarding Section 5 – Special Provisions, 5.12 Escalation Clause, would the University be amenable to discussing price increases that are mutually acceptable to both parties at contracting?**

Your attention is directed to Page Section 5 – 6, Special Provision 5.12, ESCALATION CLAUSE which states in part, “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...”

39. **Typically pricing for a SaaS solution includes an annual uplift on annual fees. Per clause 5.12 we’d like to confirm that it is acceptable for vendors to include their recommended annual increases as part of their pricing proposal for evaluation by the University?**

Please refer to the University’s response to Question 38.

40. **Regarding Section 5 – Special Provisions, 5.13 Payment, clause 1., would the University be amenable to milestone-based payments (to be mutually agreed to), as some form of upfront payment is common for implementation services? Can this clause also be modified to reflect payment upon the University’s acceptance in all material respects (rather than upon “satisfactory implementation”)?**

It is not in the best interest of the University to revise Page Section 5 – 7, Special Provision 5.13, PAYMENT.

41. **Regarding Section 5 - Special Provisions, 5.13 Payment, clause 3., we make a substantial resource investment up front, both in terms of people resources for a successful implementation, as well as the fact that we reserve and pay in advance for cloud capacity. As such, we are unable to agree to licensing fees being paid upon satisfactory implementation and acceptance of the LMS. Would you please accept the following language and terms: Billing Frequency: Annual Upfront Payment Terms: Net 30**

It is not in the best interest of the University to revise Page Section 5 – 7, Special Provision 5.13, PAYMENT.

42. **Can you please share if you require a level of administrative autonomy to be granted to individual campuses?**

The University has an LMS Administrator for the single instance. Therefore, the University will not require a level of administrative autonomy to be granted to individual campuses.

43. **Can you please confirm that the University intends to provide an administrative team to govern the single instance, multi-tenant solution at the system-level?**

The University Information Technology Services will provide an administrative team to govern the single instance, multi-tenant solution at the system level.

44. **Can the University please share what your fiscal budget cycle is?**

The University operates on a June 30 Fiscal Year End (FYE).

45. **How many numbers of users are there?**

Your attention is directed to Attachment A, which provides the University Headcount Enrollment (CENSUS) AY 2022-2023 and is the student FTE count anticipated for student users in the LMS.

Your attention is directed to Attachment B, which provides the University Faculty Count by Campus Fall 2022 and is the number of faculty users in the LMS.

46. **How many employees are there?**

Your attention is directed to Attachment F, which states the University has approximately 8,088 FTE employees. Your attention is directed to Page Section 2 - 4, Scope of Work 2.3, BACKGROUND, which states the Research Corporation of the University of Hawai'i has a headcount of 3,206 employees.

47. **Is the LMS for internal users only or external users will also use this platform?**

The LMS will be utilized by internal and external users in similar capacities as they are currently used by the University in Litmos, Saba, and Sakai (Laulima).

Litmos: Internal only.

Saba: Saba LMS has Internal Users (PeopleSoft data extract) and External Users (Manually entered, related to John A. Burns School of Medicine Non-Comps not in PeopleSoft).

Sakai (Laulima): The University's current LMS supports UH users as well as "UH Guests".

48. What are you currently using for your HRIS, Performance Management, and ATS?

- The University is currently using PeopleSoft v9.2 for its Human Resources Information System (HRIS).
- The University is currently using a University in-house Performance Evaluation System (PES) solution for Performance Management, but the University is looking to use a new PES in 2024.
- The University is currently using NeoGov for its Applicant Tracking System (ATS).

49. Who is going to be in charge of ensuring the LMS rolls out appropriately internally?

Gloria Niles, Director of Online Learning is the team lead for the LMS initiative, and will be in charge of ensuring the LMS rolls out appropriately internally.

50. Do you have a dedicated Administrator?

Yes, the University does have a dedicated LMS Administrator in the University Information Technology Services.

51. How many people from your team will be working on creating content?

The number of people working on creating content varies by department and by our current LMS products used by the University, as follows:

Litmos: Up to FIVE (5) - project coordinator and staff content specialists.

Saba: The number of people working on creating content varies. Typically, the department unit is responsible for providing the course content (audio, video, PowerPoint slides, etc.), but only ONE (1) person is responsible for compiling the content into a course.

Sakai (Laulima): Faculty create content for their courses in the Sakai (Laulima) course sites, sometimes with the use of course templates designed by Instructional Designers either at the department, campus, or system level.

52. Is Pre-built content important to you? If so, what topics do you need content in?

For the Research Corporation of the University of Hawai'i (RCUH) currently using Litmos, pre-built content is a helpful feature currently used in Litmos. Topics for pre-built content include:

- Alcohol & Drug Awareness (most important);
- Communication & Social Skills;
- Conflict Management;
- Customer Service;
- Cybersecurity & Data Privacy;
- Decision Making,
- Diversity & Inclusion;
- Health, Safety & Well-being;
- Leadership & Management;

- Motivating Employees;
- Organizational Culture;
- Planning & Project Management;
- Social Media;
- Time Management;
- Training Employees;
- Work Teams.

53. Who is in charge of creating company specific content?

Litmos: RCUH Corporate Services coordinates production of company specific content.

Saba: The person in charge of creating company specific content in Saba varies. Typically, the department unit is responsible for providing the course content (audio, video, PowerPoint slides, etc.), but only ONE (1) person is responsible for compiling the content into a course.

54. How many years of historical data do you need to migrate and is it for all the users you mentioned in the RFP?

Litmos: Historical data from 2017 is stored in Litmos for all the users, however the University can probably clean its list to remove inactive accounts prior to migration.

Saba: Saba Go-Live for UH started in March 2020; therefore FOUR (4) years of historical data for users in the system.

Sakai (Laulima): The University will maintain and archive of the all historical data currently on the University's server. Therefore, migration during the implementation phase will be for courses offered in the first term of implementation. Following course migration during the implementation process, the University will address migration by capturing an existing/past course and transforming it into a working version in the new LMS solution, much the same way that a faculty could adopt other packaged content for adoption in their course.

55. Who on your team will be in charge of implementation?

Gloria Niles, Director, Online Learning is the team lead for this project, including implementation.

56. Are there multiple team members dedicated to this project or how many folks are in charge of the rollout process in your organization for this initiative?

Gloria Niles, Director, Online Learning is the team lead for this project, and is in charge of the rollout process for this initiative.

57. Will this system sit within HR or Operations?

The solution will sit within the University Information Technology Services.

58. Who will be the owner of the system within your organization?

The University Information Technology Services will be the “owner” of the solution within our organization.

59. What are your goals with this LMS platform that you are hoping to achieve?

Your attention is directed to Page Section 2 – 1, Scope of Work 2.1, PURPOSE, and Scope of Work 2.2, OBJECTIVES. The goal is for the LMS to 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.

60. What made you want to change current LMS?

Following a review process in the first half of 2023, the University of Hawai'i officers agreed that it is in the best interest of the University to seek a cloud-based learning management system to support the 2023-2029 University of Hawai'i Strategic Plan. There were also concerns regarding the consistently declining LMS market share for Sakai (Laulima).

61. What are the top 3 things you are struggling with today that we can ensure that you have a better experience to make sure our partnership is successful?

- 1) Current and ongoing training/resources available for faculty (and students) that want to be proactive and learn how to use the solution most effectively and efficiently.
- 2) Consistent, efficient support for end users (students, faculty, staff)- End users are commonly not experienced with articulating what's happening/support staff needs to be better at collecting available info/interpreting the issue (needs assessment). Support staff needs to look at the larger picture of what the user is trying/wants to do and after that immediate solution is resolved provide info, pointer to resources, etc. for the end user (faculty mostly in this cases) to efficiently use the tool to facilitate an appropriate outcome.
- 3) Apply a structured consistent approach to maintain quality support. Apply Total Quality Management (TQM) or some methodology to ensure that tickets/issues are resolved in an efficient manner, reduce redundancies, and inefficiencies, especially in communications, etc.

62. What authoring tools are you using today? How is your experience been with those?

The following authoring tools are currently used in Sakai (Laulima):

- Articulate
- Camtasia
- Captivate
- Flipgrid
- H5P
- Publisher supported tools (i.e. Pearson, Cengage, etc)
- Quiz authoring tools (i.e. Respondus)

63. Are you open to a multi-year term together or what are you looking for from an agreement term perspective?

Your attention is directed to Page Section 5 – 2, Special Provision 5.9, TERM.

64. What is your budget for this project?

The University declines to provide a budget allocated to this project, and encourages Offerors to be aggressive on pricing solutions.

65. Who is the current vendor for your LMS ?

Sakai (Laulima), Litmos and Saba. Your attention is directed to Page Section 2 – 1, Scope of Work 2.3, BACKGROUND.

66. How do you handle company communication? Do you use slack, teams, or are all important employee communication happens through emails?

Communication across the University System is conducted primarily through email. The University also has an opt-in alert notification system for emergency notifications.

67. Do you have a document management system like Sharepoint or where do your company SOP or any important documents reside?

The University currently operates Hyland OnBase as one of its standard document repository systems.

68. How do employees know what tools they will be using for their roles?

Depending on the employee's role, the tools the employee will be using for their role would be communicated during the onboarding process within the department by the employee's immediate supervisor.

69. What is your current onboarding process for when a new hire joins the business?

Initial new hire onboarding is conducted through the Office of Human Resources. Following the Office of Human Resources onboarding process, further onboarding is individualized by department, college, campus, and role.

70. Do you celebrate work anniversaries, birthdays etc. or how do you announce those?

Milestone work anniversaries are recognized in monthly email communications announced through the University Office of Communications.

71. What are some employee engagement activities that you currently do?

Employee engagement activities vary by campus and departments. A few examples of employee engagement activities include Aloha United Way campaigns that run twice a year. Most campus

chancellors host campus-wide convocations at the beginning of each semester as a campus-wide employee engagement activity. Several departments host webinars and webcasts that are open for registration by all employees across the system.

72. How frequently do you run surveys/ polls?

The frequency of surveys/polls varies across the 10 UH campuses and various departments. The University of Hawai'i rarely runs systemwide surveys/polls.

73. In reference to item 2.6.G.2.c in the RFP, are all of the languages listed currently available in Laulima?

No, all the languages listed are not available in Sakai (Laulima).

74. In reference to item 2.6.G.2.c in the RFP, what is the expected timeline for availability of all languages listed?

The required Hawaiian language pack must be fully deployed no later than July 2025. All other language packs listed are preferred.

75. In reference to item 2.6.G.2.c in the RFP, which language packs are required and which are only preferred (if any)?

The Hawaiian language pack is required. All other language packs are preferred. Please refer to the University's response to Question 74.

76. In reference to item 2.6.G.2.c in the RFP, how does a language pack differ from a language module (if any)?

The term language pack and language module are used interchangeably in Page Section 2 - 15, Scope of Work 2.6, DIGITAL LEARNING REQUIREMENTS. The intent of the language pack/language module is for the user to have the option to identify the language of the content displayed in the LMS in a particular language.

77. In reference to item 2.3.A - 2.3.D in the RFP: We use a per-user license model. To avoid double charging for users and In order to provide the most accurate cost proposal, can you please clarify the following: - Of the 12k Saba users, how many are not employed or enrolled as matriculated students?

None, Saba only imports PeopleSoft data for UH Employees and no student data.

78. In reference to item 2.3.A - 2.3.D in the RFP: We use a per-user license model. To avoid double charging for users and In order to provide the most accurate cost proposal, can you please clarify the following: - Of the 3206 RCUH users, how many are not employed or enrolled as matriculated students?

The University does not have the data readily available, but most users are RCUH employees. However we do have some UH and State Employees in the system. We may have a few student employees enrolled if they are employed with RCUH.

79. In reference to items 2.3.B and 2.3.D in the RFP, is the same instance of Peoplesoft used for Saba and Litmos, or are there two instances?

Saba: For 2.3.B, Saba imports a daily PeopleSoft data extract of UH employees

Litmos: RCUH uses PeopleSoft, but is on a separate account from the University.

80. In reference to items 2.3.C and 2.8.3 in the RFP, can you please provide information about the desired integration between the new system and ACER? Can you provide documentation on ACER's API for scoping purposes?

The process in the paragraph below is for the University's current Sakai (Laulima) implementation. However, this could change depending on the LMS' ability to export or use APIs to transfer data from the LMS to ACER. The University is open to streamlining its process when possible.

Data from the LMS is exported in a batch and imported daily during a time of low system activity. If an ACER user logs into ACER and there is no imported data found for that specific user, it will poll the LMS via an API to see if a record exists for that user and if so imports that data and presents it along with the other info ACER is keeping track of.

81. In reference to item 2.6.H in the RFP, are ePortfolios a native part of the Sakai system?

No, ePortfolios are not a native part of the Sakai (Laulima) system.

82. In reference to item 2.6.H in the RFP, are you using a third-party to provide ePortfolio functionality?

The University does not currently have an enterprise level contract with a third-party to provide ePortfolio functionality. However, the University is seeking ePortfolio capabilities in the new LMS solution.

83. In reference to item 2.6.H in the RFP, how is UH using ePortfolios currently?

The University is not currently using ePortfolios systemwide. However, the University is interested in providing students and faculty with ePortfolios as a repository to collect and share evidence of scholarly work and creative endeavors within the new solution.

84. In reference to items 2.3.B and 2.8.A.2 in the RFP, can you provide sample exports from Saba for migration testing purposes?

If an Offeror is interested in sample exports from Saba for migration testing purposes, Offeror shall email its request to the Technical Representative of the Procurement Officer (TRPO), Gloria Niles, at gniles@hawaii.edu.

85. In reference to items 2.3.B and 2.8.A.2 in the RFP, does your contract with Saba cover migration assistance?

The University's contract with Saba states "the Contractor shall make reasonable accommodations to facilitate the University's transition to another system, to the extent reflected in a written and mutually agreed Statement of Work."

86. In reference to items 2.3.B and 2.8.A.2 in the RFP, is your intention for the new system to continue to integrate with Peoplesoft, or will Banner be used exclusively?

Yes, the integration with Saba and Litmos will continue to be integrated with Peoplesoft. Banner integration will be used for integration of student and faculty data for instructional courses.

87. In reference to items 2.3.B and 2.8.A.2 in the RFP, how many courses are in Saba for migration?

The following list of EIGHT (8) courses are currently in Saba and will need to be migrated.

- PCard Certification
- SOH Defensive Driver Training
- SOH Ethics
- SOH Telework Program for Civil Service Employees
- SOH Telework Program for Civil Service Supervisors and Managers
- Annual Declaration of Receipts of Gifts and Gratuities
- TIX and Clery Employee Training (External Tracking Record)
- Workplace Conduct Employee Training (External Tracking Record)

88. In reference to items 2.3.B and 2.8.A.2 in the RFP, does Saba provide a course content export function? If so, what type of format is used? Are they standards-based or proprietary?

Content administrators can export the following content formats:

- AICC (If course-structure files provided)
- IMS Package
- SCORM Package
- Tin Can
- Zip File

Among the exportable content, Saba has the following content files: SCORM 1.2, SCORM 2004 2nd Edition, SCORM 2004 3rd Edition, and Zip Files.

89. In reference to items 2.3.D and 2.8.A.4 in the RFP, can you provide sample exports from Litmos for migration testing purposes?

If an Offeror is interested in sample exports from Litmos for migration testing purposes, Offeror shall email its request to the Technical Representative of the Procurement Officer (TRPO), Gloria Niles, at gniles@hawaii.edu.

90. In reference to items 2.3.D and 2.8.A.4 in the RFP, does your contract with Litmos cover migration assistance?

No. Migration assistance is not covered under the current contract with Litmos.

91. In reference to items 2.3.D and 2.8.A.4 in the RFP, is your intention for the new system to continue to integrate with Peoplesoft, or will Banner be used exclusively?

The intent is for the capability of the new system to integrate with both Peoplesoft and Banner.

92. In reference to items 2.3.D and 2.8.A.4 in the RFP, how many courses are in Litmos for migration?

In terms of SCORM/video/PPT files, the University would need to migrate around TWENTY-FIVE (25) courses. The University also offers "certificate upload courses," in which a user can upload their certificates to receive credit for external training. If the University were to include these, it would increase to nearly THIRTY-FIVE (35) courses.

93. In reference to items 2.3.D and 2.8.A.4 in the RFP, does Litmos provide a course content export function? If so, what type of format is used? Are they standards-based or proprietary?

No, the courses would need to be uploaded manually. Most of the courses are SCORM, MP4, PowerPoint, or PDF files. Most of the courses are proprietary.

94. In reference to items 2.3.C, 2.8.3, and 3.12.C in the RFP, how is data transfer accomplished currently? Is the transfer initiated by the Provider, by ACER, or via a middleware?

The process in the paragraph below is for the University's current Sakai (Laulima) implementation. However, this could change depending on the LMS' ability to export or use APIs to transfer data from the LMS to ACER. The University is open to streamlining our process when possible.

The University has a scheduled "cron" job that generates an export "csv" (comma separated value) file. At a later scheduled time ACER calls a URL which verifies that a valid user/server is requesting that data, then transmits it, and ACER imports it. The export data eventually grows to 5000+ users (UH faculty, UH staff, other staff that may require training).

95. In reference to items 2.3.C, 2.8.3, and 3.12.C in the RFP, is ACER a commercial off-the-shelf solution?

ACER is an application created internally by the WebGroup in the University Information Technology Services.

96. In reference to items 2.3.C, 2.8.3, and 3.12.C in the RFP, please provide sample payloads of data as they exist in Lulima, in transit, and in ACER.

The process in the paragraph below is for the University's current Sakai (Lulima) implementation. However, this could change depending on the LMS' ability to export or use APIs to transfer data from the LMS to ACER. The University is open to streamlining our process when possible.

The header line looks like:

```
test,eid,first_name,last_name,points_earned,date_recorded
```

The first column "test" is the test number. The current security awareness test has 5 parts. "eid" is the end user's login info (e.g. UH username or UH guest - full email address of the guest).

- F. FTE – Full-Time Equivalent.
- G. 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.
- H. PII – Personally Identifiable Information is any information identified as personally identifiable information under the FERPA or applicable federal or state law.
- I. PROJECT MANAGER – The administrator responsible for oversight of the UNIVERSITY’S Learning Management System.
- J. PROPOSAL – The OFFEROR’S response to the RFP.
- K. RFP – The University of Hawaii System request for proposal 24-7184 to Provide a Cloud-Based Learning Management System.
- L. SOLUTION – The OFFEROR’S proposed LMS.
- M. UNIVERSITY/UH – The corporate entity known as the University of Hawaii.
- N. 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 Edge, Safari, Firefox, Mozilla, Chrome.
 - b) The SOLUTION must run natively and responsively on any mobile device,

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) It is preferred that the SOLUTION 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

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 SEVENTY-TWO (72) hours 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 or probable 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.

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 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) or submit an alternative certification with a

- 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 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, 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.

- 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 (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

**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 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 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: _____

Description of Services Provided:

Reference 2

Name of Institution: _____

Address: _____

Contact Name: _____ Position: _____

Telephone Number: _____ Email address: _____

Dates of LMS Service: _____

Legacy LMS: _____

FTE: _____

Description of Services Provided:

Reference 3

Name of Institution: _____

Address: _____

Contact Name: _____ Position: _____

Telephone Number: _____ Email address: _____

Dates of LMS Service: _____

Legacy LMS: _____

FTE: _____

Description of Services Provided: