Des Moines Public Schools

Request for Proposals (RFP) Cover Sheet

For Components of a Learning Management System

RFP # 7370

All questions about this RFP must be directed in writing to:

Mr. Mark Mattiussi, Purchasing
Des Moines Public Schools
1915 Prospect Road Suite 1200, Des Moines, IA 50310
515-242-7751
Email address: mark.mattiussi@dmschools.org

Opening Date:

Tuesday, March 8, 2016 at 2:00 p.m. Central Standard Time (CST)

Firm "Legal" Name _____

Street Address _____

City / State/ Zip _____

Authorized Representative Signature _____

Representative Name (print) _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

ALSO SUBJECT TO THE TERMS AND CONDITIONS AS FOUND ON THE DMPS WEBSITE www.dmschools.org. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT THE BIDDER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL PRODUCTS AND SERVICES AS DEFINED IN THE STATEMENT OF SERVICES AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. BIDDER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE BIDDER ASSURES TO THE BEST OF THEIR ABILIITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE BIDDER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE BIDDER AND THE DISTRICT. FURTHERMORE THE BIDDER CERTIFIES THAT NEITHER THEY NOR THEIR SUBCONTRACTORS HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.

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ATTACHMENTS:

Attachment A: Request For Proposals Cover Sheet (Cover page of this document)

Attachment B: LMS Master Software and Services Contract

Attachment C: Software Escrow Agreement

Attachment D: DMPS Data Architecture Current and Future State

APPENDICES:

Appendix A: LMS Functional Requirements

Appendix B: LMS Total Cost Summary Forms

Appendix C: Glossary of Acronyms

Appendix D: Training Table Templates (from Section 4)

1.0 INTRODUCTION

1.1 Purpose

The Des Moines Public Schools (DMPS), Iowa is asking for proposals to provide the necessary components for a proposer-hosted Learning Management System (LMS).

The desired system will be "a web-enabled relational database that links curriculum, instructional resources, assessment strategies, student data, and staff proficiencies . . . [in order to] empower teachers to guide and manage student achievement more effectively by contextualizing the learning experience."[1] It will be interactive, integrating data related to curriculum standards, instruction, assessment, and teacher proficiencies. The desired system is not a static content management system nor will it be comprised of stand-alone components which cannot be integrated in real-time. The LMS will also serve as an extension of the core Student Information System for the district ensuring that information will be entered in one place only and will be shared as needed throughout DMPS's integrated data system.

The desired system will support the school district's vision for a system that links professional learning communities, standards-based instruction, and the professional growth system seamlessly and transparently in support of student achievement. **Error! Reference source not found.**-1 presents a diagram of the DMPS vision for that integrated system.

The comprehensive LMS described in this document is intended to support DMPS's vision of a fully integrated, web-based LMS as conceptualized in **Figure 1-1** below.

[1] Phillipo, J. and Krongard, S. (2012). Learning Management System (LMS): The Missing Link and Great Enabler. Retrieved from http://www.celtcorp.com/resources/1/CELT_LMS_Article.pdf

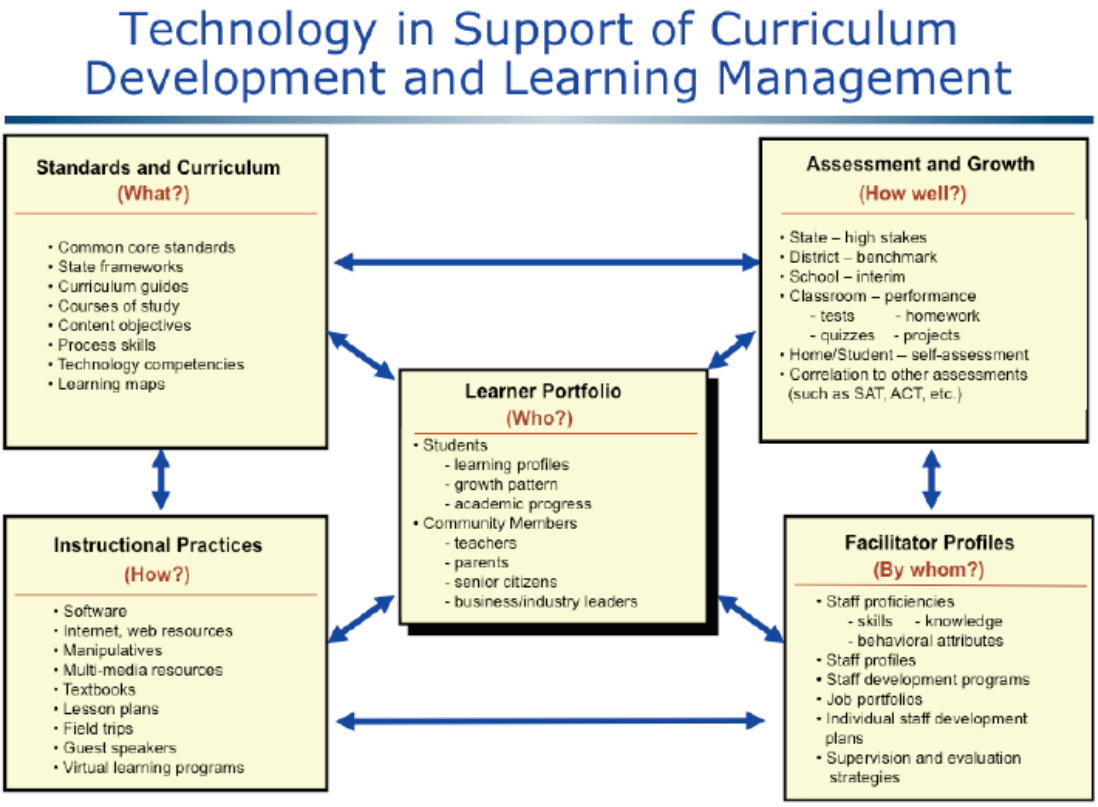


Figure 1-1. Fully integrated and web-based Learning Management System (LMS)

DMPS's primary goal for this Request for Proposals (RFP) is the selection, implementation, and operation of an LMS that will meet the needs of the school district for the next ten years and beyond. More importantly, the objective is to select one or more proposers who will grow with the school district's needs, commit to integrating with existing and anticipated systems, and provide functionality beyond the initially defined product life cycle period.

LMS Requirements

At a minimum, the proposed LMS must include functionality defined in this section:

- A system that allows for a single, authenticated sign-on.
- Vertically searches for, gathers, and organizes specific standards-based instructional materials.
- Enables teachers to prepare lessons, individualize student instruction, and use best practices in providing instruction, including the ability to connect student assessment data with electronic and digital instructional material.
- Provides communication, including access to up-to-date student performance data, in order to help teachers and parents better serve the needs of students.
- Provides access for administrators to ensure quality of instruction within every classroom.
- Provides an analytical tool for the strategic use of data, statistical analysis, and explanatory and predictive models to gain insights and make decisions and act on complex issues.
- Enables school district staff to plan, create, and manage staff development and to connect staff development with staff information and student performance data.
- Provides access to multiple content providers and includes the ability to seamlessly connect the LMS to electronic and digital content.

The detailed functional requirements for the Learning Management System portion of this system are found in Appendix A with instructions for proposer response.

External Interfaces

The proposed LMS must interface with other DMPS systems that will share data. There are two types of interfaces: 1) exported data which are used by external systems and, 2) operational systems that are interfacing with the LMS in real-time.

Additional details for all interfaces are in Attachment D –DMPS Data Architecture Current and Future State and section 2.3 below.

Data Integrator – DMPS anticipates working with a contracted integrator to ensure the seamless integration of all data systems. The integrator will be responsible for data governance and for coordinating ingestion strategies with proposers. Vendors must be cooperate and collaborate with the integrator to ensure successful implementation of the LMS.

Other Considerations

All legacy and historic student data will be converted to the new LMS system by the software proposer with assistance of the DMPS's Department for Technology staff.

The proposer's RFP submittal will include ongoing software maintenance, as indicated on the cost sheets (LMS Total Cost Summary) in Appendix B. The Proposer must evaluate the overall operational requirement of its proposed solution and recommend appropriate hardware to satisfy DMPS's needs when fully implemented.

The district is reserving the right to purchase either a complete system, or components of a system, at its sole discretion. A complete system consists of software, hardware recommendations, installation, software customization, training, software support, and reporting. If your company is proposing a complete system, these components must be outlined in your proposal.

If the Vendor-Hosted solution requires any district installed hardware or software, the proposal must detail specific hardware/software recommendations for ensuring the optimal performance of the solution. The district will use the proposer's hardware recommendations to estimate the real costs of obtaining the necessary hardware for effectively operating the solution. It is assumed that the proposers know their installation history and know from experience what works best for a district this size.

The District reserves the right to award to multiple Proposers, should it be in our best interest to do so. Additionally, if DMPS determines that component purchases are in its best interest, awards to multiple Proposers may be made.

DMPS invites Proposals from all firms, and, in the case of small firms that believe they may not have sufficient staff to handle the volume of work contemplated, DMPS will accept joint Proposals from two or more firms, provided that the Proposal explains satisfactorily how the firms will coordinate their work and that the arrangement will not interfere with the provision of the services, as DMPS would prefer to entertain complete solutions. **Note:** One firm will be expected to serve as the Lead Agency, with one primary point of contact for the School District. The Prime Vendor under this contract shall be responsible for the performance and payment of the subcontractor(s). The Prime Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Significant emphasis is placed on the Proposer's written responses to Section 4 (Proposal Summary and Proposal Organization) and Section 7 (RFP Response Format and Contents) of this RFP, to the Functional Requirements Response Forms (Appendix A), and to LMS Total Cost Summaries (Appendix B).

1.2 RFP Organization

This RFP is divided into eight (8) sections, four (4) attachments, and four (4) appendices:

Section 1 **Overview** — consists of general information on the objectives of this RFP, a procurement schedule and procurement overview.

Section 2 **Background** — provides background information pertaining to DMPS requirements and current issues.

Section 3	**General Requirements** — provides general requirements for system scalability and performance, interfacing with existing DMPS systems and how it fits in the overall scope of DMPS's plan for implementing the LMS.
Section 4	**Proposal Summary and Proposal Organization** — provides a detailed presentation of the information Proposers are to cover in their written response to this RFP. Proposers are to follow the outline presented in Section 7.
Section 5	**Procurement Procedure** — outlines the rules and schedules applicable to the planned procurement.
Section 6	**Proposal Evaluation Process** — describes the procedure by which DMPS will review and rank the Proposals.
Section 7	**RFP Response Format and Contents** — defines the information that must be contained in a Proposer's RFP response.
Section 8	**Terms and Conditions** — describes DMPS's terms and conditions for the RFP and provides required forms to be completed by the Proposer.
Attachment A	RFP 7370 Request For Proposals Cover Sheet
Attachment B	LMS Model Software and Services Contract
Attachment C	Software Escrow Agreement
Attachment D	DMPS Data Architecture Current and Future State
Appendix A	DMPS LMS Functional Requirements
Appendix B	LMS Total Cost Summary Forms – provides the cost forms for summarizing the Proposer's prices for the LMS, relational database management system software, related installation, software customization, data conversion, software warranty, and maintenance services.
Appendix C	Glossary of Acronyms
Appendix D	Training Table Templates (from section 4)

1.3 The RFP Response

All times listed in this RFP are stated as the time reference that is appropriate as of the date in question for Des Moines, IA Central Time (CT).

Proposals will be accepted, and opened thereafter, at the office of the Purchasing Agent, 1915 Prospect Road, Des Moines, IA 50310 on or until March 8, 2016, 2:00 pm, CST. Proposals with date/time stamps of 2:00 pm or later will be rejected. A proposal is late if the Purchasing Services Department receives it after the due date and time. A proposal shall be deemed received by the District when it has been physically received by the Purchasing Services Department staff and processed with its date and time stamp. Delays due to mail handling, including but not limited to the District's internal mail-handling, will not excuse late delivery of a proposal. **LATE PROPOSALS ARE CONSIDERED NON-RESPONSIVE, WILL BE REJECTED, AND WILL BE RETURNED UNOPENED TO THE PROPOSER.** It is solely the proposer's responsibility to ensure its proposal is received in the Purchasing Services Department at the proper time**.**

The Request for Proposal (RFP) must be submitted using the enclosed forms, signed by a legal officer of the company, with company name, date, and other pertinent information; failure to do so may disqualify the proposer for failure to properly execute the official proposal document. Envelopes and boxes must be sealed and clearly marked on the outside "Sealed Proposal." Proposals will not be accepted by fax or electronically. Please refer to Section 1.11 "Submission of Proposal/Period of Acceptance" and marked RFP #7370. See Section 7.0 "Response Format and Contents" for detailed information on submission format.

DMPS reserves the right to reject all Proposals in its discretion to the fullest extent allowed by law, and may also award, in its discretion, only portions of the Proposal submitted by the Proposer. Without limitation, one of the reasons why DMPS may award a portion of the Proposal, but not the entire Proposal, would be if the cost proposed exceeds the available budget for the project and the parties are unable to negotiate a total cost within the available budget. Additionally, DMPS may award portions of a Proposal made by one Proposer and award other portions of the Proposal submitted by another Proposer. The Proposer agrees, by submitting a Proposal, to all of these provisions and contingencies. The Proposer agrees that if it is awarded only portions of its Proposal, that it will cooperate fully and in good faith and deliver the portions that are awarded consistent with the requirements of RFP and the contract. Additionally, if DMPS awards a portion of the Proposal to the Proposer and other portions of the system to another Proposer, then to the extent requested by DMPS and to the extent necessary in the ordinary course of achieving a satisfactory and cohesive LMS system, the Proposer agrees and shall cooperate fully with DMPS and the other selected proposer or proposers in achieving an integrated and cohesive LMS. This section is supplemental to the rights provided DMPS in Section 1.16, and both the DMPS rights stated in this section and those rights stated in Section 1.16 shall apply and are reserved to DMPS. In this case, DMPS reserves the right to have one point of contact.

The District reserves the option to extend the period and quantities of this proposal, or any portion thereof, for an additional time not to exceed 365 days from date of award. This

extension, including all terms and conditions of the original proposal documents, shall be by mutual agreement in writing.

Notice of award of proposal will be available for download through www.dmschools.org or proposers may view the official postings in person in the office of the Purchasing Agent.

No proposal may be withdrawn prior to Board approval without written consent by the Purchasing Agent.

AVAILABILITY OF FUNDS

It is understood and agreed between the parties to any agreement resulting from this proposal that DMPS shall be bound hereunder only to the extent of funds available or which may hereinafter become available for the purpose of a resulting contract.

1.4 RFP Calendar

Table 1-1 RFP Calendar

Event	Date
Release/Post RFP	Tuesday, February 2, 2016
Deadline for Written Questions	Wednesday, February 17, 2016 **on or before** 5:00 p.m. CST
Letter of Intent Due	Thursday, February 18, 2016 5:00 p.m.
Post Responses to Questions	Tuesday, February 23, 2016 5:00 p.m.
Proposals Due	Tuesday, March 8, 2016 **on or before** 2:00 p.m. CST
Proposals Reviewed and Scored by the Committee	March 10 – March 25, 2016
DMPS Spring Break	March 14 – 18, 2016
Committee Meeting to obtain Written Requests for Clarification of Written Proposal (if required)	Monday, March 28, 2016 at 10:00 a.m.
Clarifications Due Back from Proposer (if request was made)	Friday, April 1, 2016 **on or before 12:00 noon**
Committee Meeting to Select and Notify Finalists	Tuesday, April 12, 2016
Notify Finalists	Thursday, April 14, 2016
Finalists' Demonstrations	May 2 - 6, 2016
Vendor Selected	Tuesday, May 10, 2016
Recommendation Presented to the School Board meeting	Tuesday, May 17, 2016

The RFP calendar is subject to change based upon the time required for DMPS personnel to complete their review and evaluation of Proposer RFPs.

1.5 Examination and Changes of RFP Documents

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

Any changes to the RFP will be issued as an addendum and posted on the DMPS website: http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals

It is the proposers' responsibility to check the website for the latest updates.

1.6 Vendor Questions/Inquiries

It is the responsibility of the proposed offeror to inquire, in writing, about any portion of this RFP that the offeror does not understand, including RFP procedures, questions, requirements, and technical specifications. Questions concerning this RFP must be emailed on or before Wednesday, February 17, 2016 at 5:00 p.m. CST to:

Mr. Mark Mattiussi, Purchasing
Des Moines Public Schools
1915 Prospect Road, Suite 1200

Des Moines, IA 50310
515-242-7751
Email address: mark.mattiussi@dmschools.org

All questions must reference the RFP page number, section heading, and paragraph. Questions must be concisely stated and numbered in sequential order. Inquiries must be e-mailed to Mr. Mark Mattiussi, as noted above.

The School Board shall not be bound by and Proposer shall not rely on any oral interpretation or clarification of the RFP Documents.

The District will send to all Proposers and companies that have registered to receive RFP information each response to an inquiry that is made pursuant to this section. The District will send responses by email or such other method in its discretion, but email delivery shall be sufficient and the District is not responsible for any failure of the message to reach the recipient, and all interested persons are responsible for reviewing Vendor Link to identify postings to the District Purchasing Department website that are responsive to inquiries.

1.7 Preparation of Proposal

The Proposal shall be formatted in accordance with Section 7 against the requirements specified in Section 4 herein. All Proposals shall be prepared by, and at the expense of, the Proposer.

Proposers should not assume that their past and/or current experience with DMPS demonstrates knowledge of the DMPS's current needs or that the DMPS Learning Management System (LMS) Selection Committee possesses knowledge of this experience. The evaluation of each Proposal will be based upon the evaluation criteria applied to their Proposal submission.

1.8 Alternative Proposals

The Proposal must conform to the requirements contained herein. Proposers submitting conforming basic Proposals **may** submit alternate Proposals as complete **separate** offers, if

the alternate Proposals offer technical improvements or modifications, which are to the overall benefit of DMPS. DMPS reserves the right to accept or reject any alternate Proposal.

Oral, faxed, or e-mailed Proposals or modifications will not be considered.

1.9 Signing of Proposal/Authorization to Negotiate

Each Proposal submitted by Proposer shall be executed by Proposer or by its authorized officer on both the cover sheet of the RFP and on Attachment A, the DMPS Signature Page. Failure to do so may disqualify the proposal from further consideration. In addition, Proposer shall identify on Attachment A, DMPS Signature Page, those persons authorized to negotiate on its behalf with DMPS in connection with this RFP.

1.10 Submission of Proposal/Period of Acceptance

Proposers must submit one (1) original of their proposal, including Appendices A and B, and a minimum of twelve (12) hard copies, to the Purchasing Dept. Proposer shall also submit two (2) electronic copies (Flash drive or CD, etc.) of their Proposal with their response each containing the final RFP response in both Word/Excel and PDF formats. The Learning Management System Total Cost Summary Forms must be submitted in MS Excel format.

Proposal shall be placed in an envelope or package and identified with the RFP #73 70 and the name and address of the Proposer.

Proposals must be submitted on 8-1/2 x 11 white paper and shall include a table of contents properly indicating the section and page number of the information included. Elaborate bindings or other presentation aids are not required and will not enhance the overall evaluation of the Proposal.

All responses must include signed copies of the DMPS Request for Proposals cover sheet (Signature Page - Attachment A) with the names, addresses and telephone numbers for the offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), the nearest regional office and members of the offeror's proposal team.

Proposals received by telephone or facsimile machine will not be accepted.

Proposers may recite the contents of this RFP in their proposal. However, in the event there is a discrepancy between this RFP (including subsequent addenda) and the RFP language included in offeror's proposal, the language of this RFP and its addenda shall prevail.

Proposer shall submit the following document(s) and/or information:

- Signed cover sheet
- Signature Page of this RFP (Attachment A) with an original signature of an **agent authorized to bind the company**, title and all requested information

- Acknowledgment of any addenda
- Proposal as requested

Proposals should be prepared simply and economically with emphasis on specific experiences and capability to perform work for similar government entities using a public procurement system. Information relating closely to those tasks outlined above will be weighed most heavily.

It is the Proposer's sole responsibility to assure that its Proposal is received as stipulated.

DMPS reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful proposer other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful proposer a competitive advantage.

The contractor shall notify DMPS in writing if sub-contractors will be used. The contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor's portion.

1.11 Evaluation of Proposals

All proposals will be evaluated for responsiveness to the requirements of the RFP, and as to the responsibility of the Proposer. A proposal is considered responsive if it complies in all material respects to the requirements of the RFP; a Proposer is considered responsible if they are evaluated as capable of performing the Scope of Work as outlined in the RFP.

Section 6: "Proposal Evaluation Process" outlines the evaluation steps for this RFP.

After the formal RFP evaluation process, the evaluation committee will present the top-ranked firm to the District requesting permission to negotiate with that firm. However, the District may elect to award a contract to more than one Proposer if it is in the best interest of the District. Should the District determine in writing and in its sole discretion that only one Proposer is fully qualified, or that one Proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Proposer.

1.12 Award of Contract

The Selection Committee will analyze all RFP responses submitted in a timely manner and will follow the RFP evaluation process outlined in Section 6, "Proposal Evaluation Process." A final contract will be negotiated with the top-ranked firm and will be presented to the District for approval.

DMPS incurs no liability, financial or otherwise, with any Proposer participating in this RFP process before Board approval of a negotiated contract with that Proposer.

Any contracts resulting from this RFP shall be awarded to the firm(s) whose proposal meets the requirements of the RFP and is to the best advantage to the DMPS, as established by the

criteria listed herein. Each category will be independently evaluated and scored by Evaluation Committee members, with scores averaged and totaled, per Section 6 of this RFP.

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

The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.

Proposers are advised that the District endorses the participation and utilization of local contractors in its purchasing effort. Accordingly, Bid Proposals of equal price and quality will be awarded to Proposers residing within the geographic area when available. This policy does not prohibit Proposers who reside outside of the area from participating in the purchasing process as long as these Proposers can offer quality products and services at competitive pricing.

Proposers within the Competitive Range may be required to participate in negotiations and to submit such additional cost, technical, or other revisions to their proposal (or a Best and Final Offer) as may result from negotiations.

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

Following DMPS approval, the Purchasing Department will notify the selected Proposer(s) in writing of the award, as memorialized by the contract. Upon receipt of that written notification, Contractor shall commence performance under the Contract and upon receipt of a DMPS purchase order.

1.13 Public Notification of Award

The Purchasing Department shall notify all Proposers after the Selection Committee's recommendation for contract award has been approved by the Board.

1.14 Disposition of Information Packages

All proposal submissions become the property of the District and will not be returned to the Proposer at the conclusion of the selection process; the contents of all proposal submissions will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws. Proposer's confidential sections may be deemed non-responsive.

1.15 Term of Contract

DMPS anticipates that a contract will be established effective immediately upon, legal review of the contract, Board approval and issuance of the purchase order. This contract will continue until completion of the negotiated Scope of Services. DMPS anticipates entering into a long-term LMS software maintenance agreement with the successful Proposer following the software warranty period. Proposers are requested to cost out maintenance services for four (4) years following the first year warranty period. Please note that the maintenance agreement will be a separate contract.

1.16 Disclosure of Proposal Content

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Proposer as public information. The District's release of information is governed by Iowa Code chapter 22. Proposers are encouraged to familiarize themselves with chapter 22 before submitting a proposal submission. Proposers are advised that the District does not wish to receive confidential or proprietary information and Proposers are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire proposal submission as confidential will be deemed non-responsive and disqualify the proposal submission.

1.17 Des Moines Public Schools Rights

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

A. reject any or all of the Proposals or to waive any irregularities or informalities in any Proposals;

B. issue subsequent Requests for Proposals;

C. cancel or amend this RFP prior to the proposal due date.

D. All amendments and additional information will be posted to on the DMPS website at: www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/ (Proposers are required to check this website frequently);

E. remedy technical errors in the Request for Proposal process;

F. appoint Evaluation Committees to review Proposals;

G. seek the assistance of outside technical experts in Proposal evaluation;

H. approve or disapprove the use of particular subcontractors;

I. establish a short list of Proposers eligible for discussions after review of written Proposals;

J. negotiate with any, all, or none of the Proposers;

K. solicit best and final offers from all or some of the Proposers;

L. award a contract to one or more Proposers;

M. choose not to award a contract in DMPS's best interest;

N. award this contract to the proposer who in DMPS's opinion is most responsive and responsible, and will perform in the best interest of DMPS. Price alone will not be the determining factor in the contract award;

O. determine whether or not a product is equal or equivalent to specifications; and,

P. retain proposals and all submitted documentation.

1.18 Ownership of Products

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

Upon termination or expiration of the contract, the Proposer, if awarded, agrees that all DMPS data may remain on the Proposer's software and will remain on the system platform until there is a successful transition to another system or platform. In no event will the Proposer, if awarded a contract, ever withhold DMPS data. DMPS will have access to the data on the platform and in the format of the system software at all times, even if the parties are in a contractual dispute, and/or following any default, cessation of the Proposer's business, sale of Proposer's business to another entity, bankruptcy of a Proposer, or any other circumstances. This provision shall be binding upon all successors, assignees, trustees, transferees and purchasers of the Proposer.

1.19 No Contact with DMPS or District Staff

Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School District staff, other than the designated purchasing agent. School Board members, the Superintendent, or School District staff, other than the designated purchasing agent, shall not meet with, speak individually with, or otherwise communicate with proposers, contractors, consultants, or their representatives about potential contracts with the District once a Request For Proposal, request for quote, invitation to bid, invitation to negotiate, or request for qualifications has been issued.

Any such communication shall disqualify the proposer, contractor, or consultant from responding to the subject Request for Proposal, request for quote, invitation to bid, and invitation to negotiate, or request for qualifications.

1.20 Covenants against Contingent Fees

The proposer warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, DMPS shall have the right to annul this contract without liability, or in its discretion may deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

1.21 Availability of Funds

It is necessary that fiscal funding-out provisions be included in all contracts in which the terms are for periods longer than one year. Therefore, the following funding-out provisions are an integral part of this RFP, and must be agreed to by all proposers. The DMPS may, during the contract period, terminate or discontinue the purchase of goods, services or systems covered in this RFP at the end of the school district's then current fiscal year and upon 30 days prior written notice to the contracted proposer. Such prior written notice will state:

- that the lack of appropriated funds is the reason for termination, and
- agreement not to replace the items or services being terminated with items or services with functions similar to those performed by the items or services covered in this RFP from another proposer in the succeeding funding period.

Payment will be made for all work performed up to and including the date of termination.

1.22 Representations

No representations or guarantees of any kind, either expressed or implied, are made with regard to the matters of information contained in this solicitation.

Proposers must rely solely on their own independent assessment as the basis for the submission of any offer made.

1.23 Award

As the best interest of DMPS may require, DMPS reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a school district-wide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Proposers are cautioned to make no assumptions unless their offer has been evaluated as being

responsive. Any or all award(s) made as a result of this invitation shall conform to applicable DMPS Rules, State Board Rules, and State of Iowa Statutes.

See Section 6 for Proposal Evaluation Process.

1.24 Learning Management System Implementation Requirements

By May 2016, the selection will be presented to the DMPS School Board and the district will negotiate contracts with the successful proposer(s).

The installation of the goods, training, and services described in this RFP must be phased and scheduled to coincide with DMPS's operational needs based upon the software proposer's best recommendations and practice.

Pilot schools will begin using the LMS during the 2016-2017 school year. All other schools will begin using the LMS starting the following year.

2.0 BACKGROUND

2.1 Introduction

This section begins with background information on DMPS, the organizational structure, and the educational services provided by the various programs and schools. In addition, information provided is focused on the overall expectations for the Learning Management System (LMS) as well as DMPS's specific needs. It also describes existing services, issues, and infrastructure that DMPS expects the Proposer to address and incorporate into their solution.

2.2 School District

The District is located in Des Moines, Iowa, the capital city of the state and employees approximately 5,000 teachers and staff. The District has over sixty-two sites which include K-12 education, special education, operations and administration offices. It educates approximately 32,000 students annually and has provided education services for the past 100 years. In order to maximize the use of funds and efficiently use data to improve the educational experience of students the District is seeking proposals for a learning management system.

2.2.1 District Demographics

The DMPS operates 63 schools, which includes thirty-eight (38) elementary schools, ten (10) middle schools, five (5) high schools, and ten (10) special Schools/Programs.

Table 2-1 summarizes the number of students and district staff at various levels as of the 2015-2016 school year.

Table 2-1 District Staff and Students

Students			Staff	
Type	**Number of Schools**	**Number of Students**	**Type**	**Number of Staff**
Elementary schools	38	15360	Teachers preK-5	1222.3
Middle schools	10	6694	Teachers 6-8	428.7
High schools	5	8950	Teachers 9-12 Instructional Assistants	542.6
Special Schools/Programs	10	1578	Exceptional Student Education (ESE) Staff and Paras	1075.95
			School-based administrators	87
			All other staff district-wide	1605.59
School Enrollment Total:	**63**	**32,582**	**Staff Total:**	**4962.13**

DMPS is governed by a seven-member board and are elected to four-year terms.

2.3 Current LMS Operations

The DMPS school district does not currently have a complete, integrated LMS.

DMPS has automated many of the business and student information processes through a number of information systems, most of which are server-based. These systems include the following:

- Infinite Campus (student information system)
- Iowa IDEA (state IEP system)
- Sungard IFAS
- AppliTrack (online applications)
- Subfinder (substitute tracking and placement)
- NovaTime
- Follett Destiny (library management and text book management)
- Heartland MCS (Child Nutrition Services)
- Edulog (transportation)
- Scholastic Reading and Math
- Achieve 3000 (assessment)
- SchoolDude
- Tableau (data analysis)

Many of the administrative systems listed in Finding 1 have been in place for several years. As new systems have been added, integration has not been a requirement. As a result, most systems operate in silos, requiring redundant points of data entry and lack of interoperability.

Gradebook – The school district is using the Gradebook from Infinite Campus. The LMS modules must be able to interface as appropriate with the Infinite Campus gradebook.

Destiny, is the Library Management system that is used throughout DMPS. Data is exported from Infinite Campus Student and used to populate this system. This system will continue to be used with the new LMS. There is no real-time access between this system and Infinite Campus. This system will continue to be used with the new LMS.

SunGard IFAS - The district also uses SunGard IFAS modules for Finance and Human Resource. Those systems are not being replaced. The new learning management system must be able to interface with the existing IFAS modules where the two systems share information about teacher/staff certification, professional development and cost reporting.

To avoid the need to import data into two systems, assessments, including Scholastic's Math and Reading Inventory (SRI and SMI), will be delivered and scored online (through the Scholastic website) and exported to Infinite Campus. This interim solution still requires manual intervention and does not provide real-time assessment data.

Infinite Campus can deliver tests through the gradebook module. If delivered online, Infinite Campus's Gradebook can score multiple choice and short answer questions (string comparison), while essay questions can be graded by the teacher. Alternatively, Infinite Campus has the ability to house a test item bank and deliver assessment. Items can be imported from another system or can be developed within Infinite Campus. These can be used for benchmark assessment or for teacher-made tests.

2.3.1 Student Assessment, Reporting and Evaluation

At this time, DMPS students take the Iowa Assessments in grades 3 through 11. Scores from grades 3, 8, and 11 are reported to the state as their annual statewide assessment. This is a paper-based, bubble-sheet, assessment with scan able answer sheets. Local Iowa districts are required to annually administer district-wide assessments in reading, math, and science that complement the state tests. DMPS uses Scholastic Reading Inventory (SRI) and Scholastic Math Inventory (SMI). In addition, DMPS administers the following assessments throughout the year:

• Basic Reading Inventory (BRI)

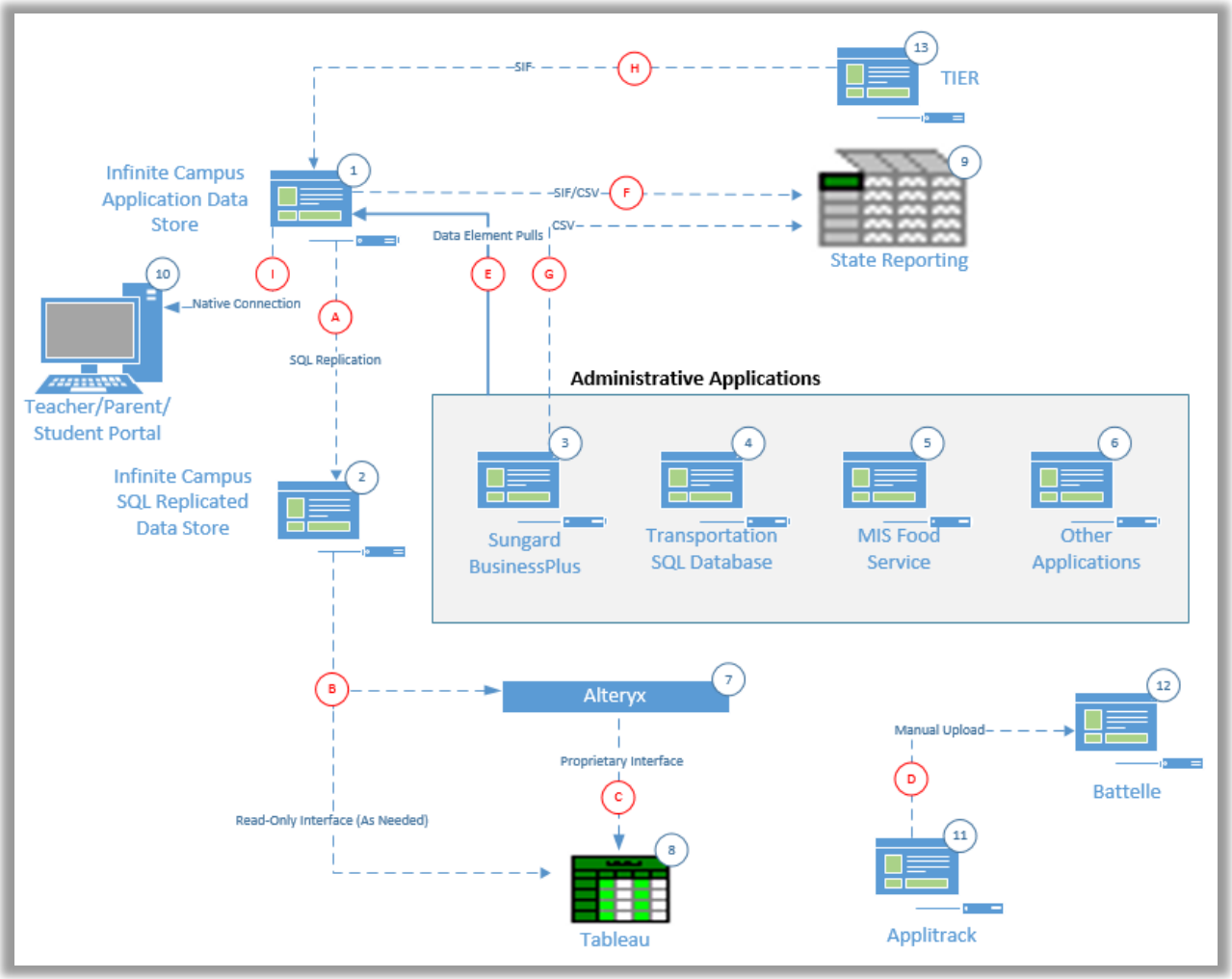
• FAST literacy formative assessments are used for early childhood state mandated screening

• Explore, Plan, and ACT tests to measure student skills and understanding in English, Math, Reading, and Science and monitor progress toward career and college readiness

Naviance is used district wide to track credits and provide guidance with college and career readiness.

Figure provides an overview of DMPS's administrative systems.

Figure 2-1 Overview of the DMPS's Administration Systems



2.4 Current Technology Infrastructure

- The Data Center is located at the Prospect Support Faculty at 1915 Prospect Road, Des Moines, Iowa. It includes sophisticated and redundant power systems, precision cooling, fire suppression, and other systems commonly associated with modern data centers.
- The District has leveraged dark fiber, available through the city, to provide wide area network (WAN) connectivity. Des Moines has provided initial deployment of the city-provided fiber, in combination with Mediacom fiber where needed, to provide a high-performance WAN.

- DMPS has invested heavily in the deployment of Wi-Fi throughout all facilities. The Wi-Fi functioned consistently and reliably. The district uses Aruba as its provider.

- The local area networks are based on standard structured cabling, compliant with TIA TR-42 specifications. Most of the local area switching network provides GigE to the desktop. A few facilities have Category 3 wiring within the building which will be addressed. All Wireless networks are provided power via Power over Ethernet (POE) supplied directly by switches. All IDF closets are serviced via a minimum of 1Gig backbone. All High Schools have a 10Gig backbone.

- The district supports DMPS-TV; distributed in cooperation with Mediacom via channels 12.1 and 85. The DMPS-TV staff has done a great job in video production and distribution of content via traditional feed and distribution of content back to the Mediacom head-end. DMPS-TV provides programming 24 hours per day on a loop, and provides live broadcast of events such as DMPS school board meetings and special events. Individual schools and facilities can view the live feed of channel 12.1 and 85 via the Mediacom cable service installed in each school or facility.

- The district maintains two connection points to the Internet Service Provider (ISP). The service is supplied via the ISP network and via the same fiber ring. Each access point is providing 2 Gbps of Internet access capacity. The district is linked to the ISP using Border Gateway Protocol (BGP) with AS 5056 by Iowa Network Services who assigned 192.171.222.0/24 and 192.171.223.0/24 to DMPS via space assigned to netINS, Inc. by ARIN. Load balancing of network access is manually performed by DMPS staff.

- DMPS recently installed the VoIP solution, based on Siemens technology. The Public Network services are provided via eight PRI trunk lines.

- The deployment of ClearPass provides on-the-move encryption of traffic over the wireless network.

- The DMPS Technology Department provides service and support to over 60 buildings (38 elementary schools, 10 middle schools, 5 comprehensive high schools, Central Campus, Administration, Operations and other alternative sites). This service and support includes 22,000+ computers, 110+ servers, 6,000+ iPads, network and local printers, various audiovisual equipment, and specialized peripherals. Beginning in 2010, a significant influx of technology entered DMPS classrooms as a result of the Iowa School Microsoft Settlement. Many of these desktops, laptops, and tablets are reaching the end of their functional life cycle.

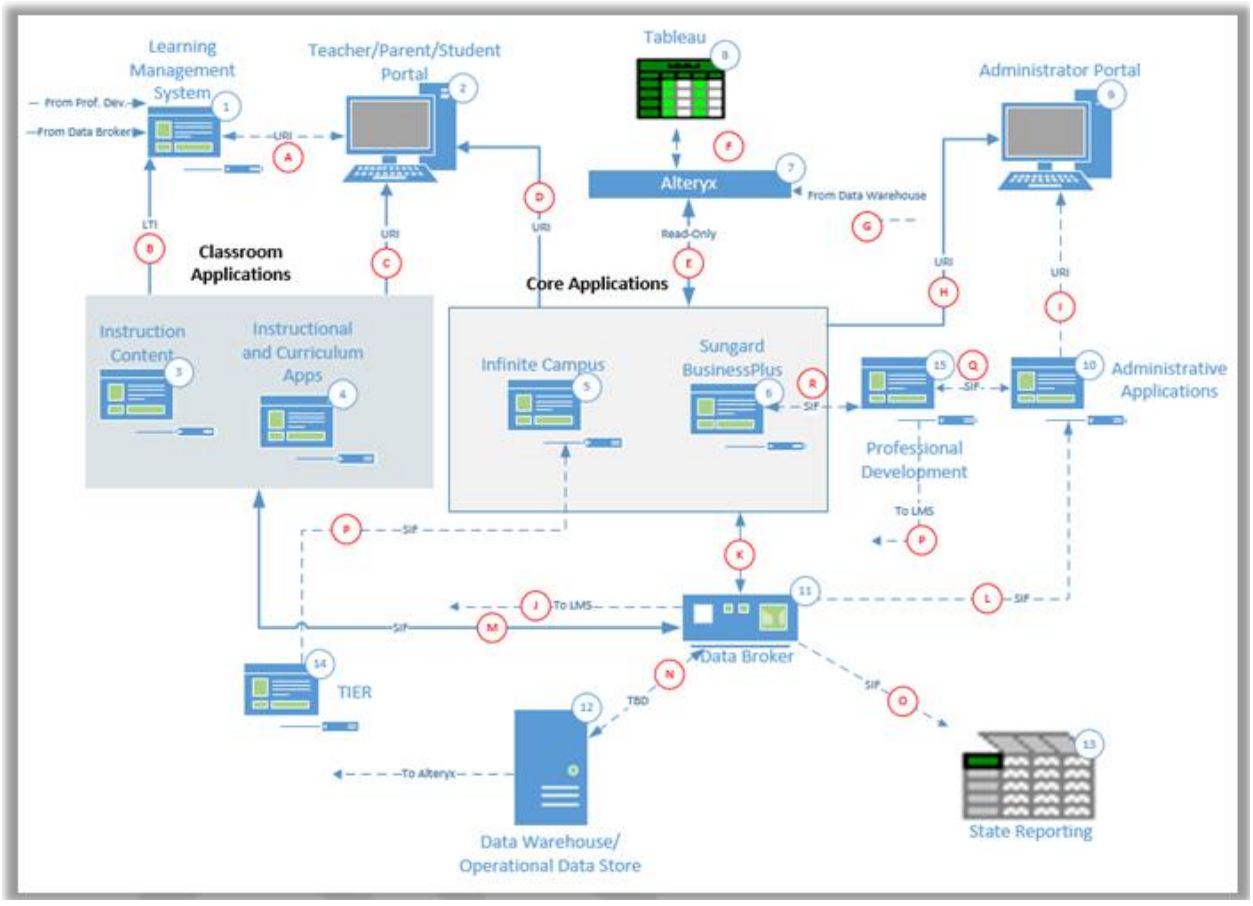
- District- and school-level administrators are given at least one district-provided computing device. Many have two; one is a stationary desktop and the second a mobile device, either a laptop or tablet. DMPS teachers are provided with a laptop that can be taken home for professional use.

- Most district- and school-level administrative computers are running Windows 7 OS and have Microsoft Office installed. Administrators also have a web-browser and access to SharePoint, MS365 with OneDrive, and Infinite Campus. The district refresh cycle for administrative technology is approximately every five years.
- Browsers supported need to be the current default browser of the operating systems.
- The school district currently supports Internet Explorer, Safari, and Firefox.

2.5 Future Network Architecture Environment

Figure 3 below outlines the Future Network Architecture Environment. For additional information, see Attachment D – DMPS Data Architecture Current and Future State.

Figure 2-2. Future Network Architecture Environment

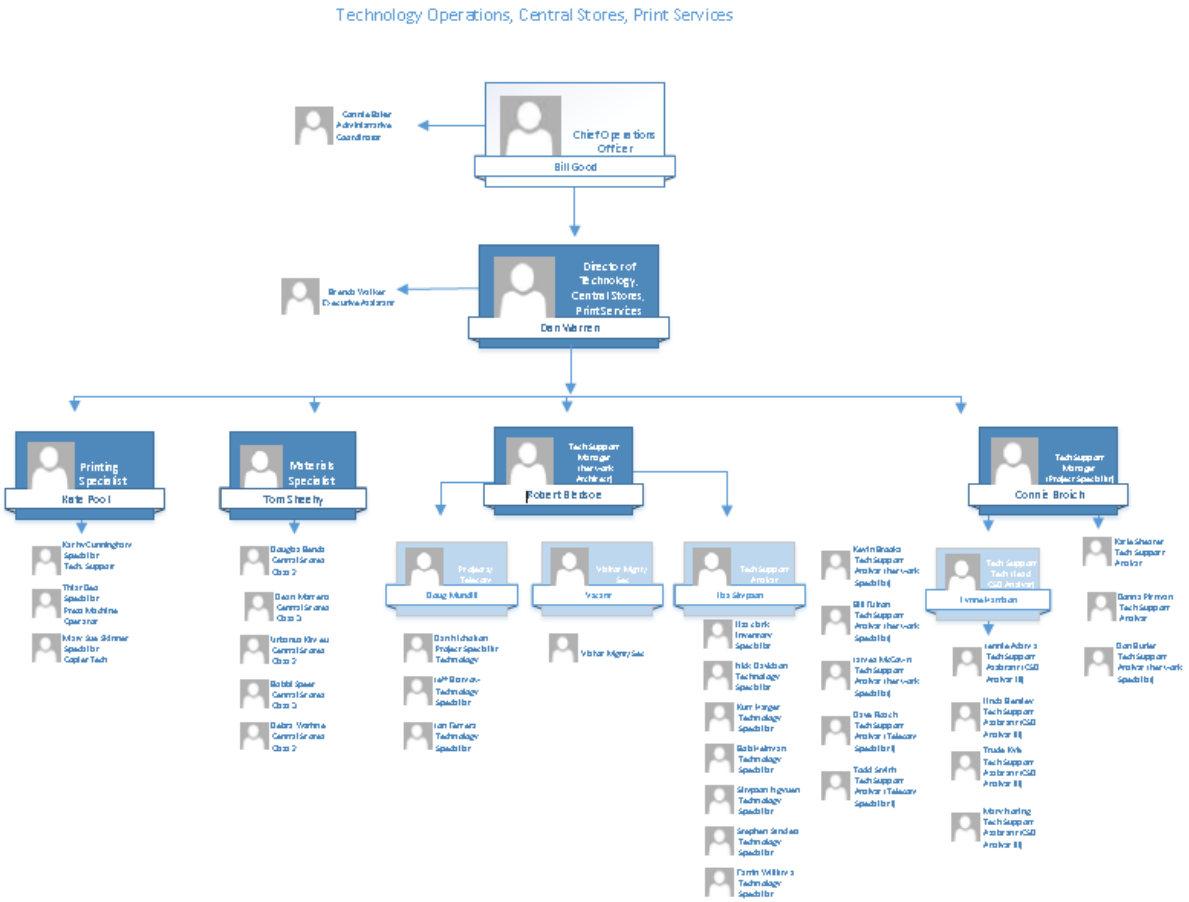


2.6 Technology Operations

Technology and information-related services for the school district are carried out by the Technology Operations department, which provides support for the back-end business applications, web, email, custom programming and software support. Office of Technology also provides support for the media centers, classroom software application support, desk-top support, help desk, network infrastructure, and servers/data center.

Technology Operations is headed by Mr. Dan Warren. Figure 2-3 depicts an organization chart of the DMPS technology department.

Figure 2-3. Technology Operations



2.7 LMS Vision

DMPS is seeking a comprehensive and integrated LMS solution that provides tools and resources to district level and school building level personnel and teachers to manage the teaching and learning process including on-line delivery of assessments with real-time analysis tools and reporting. The solution shall enable the flow of information regarding student achievement, student performance, teaching goals, and suggested instructional resources. Adequate security of the data is required and safeguards

protecting individual student and teacher data are imperative. The processes that local districts perform and the LMS solution should support have been organized into the five major components of:

- Standards, Curriculum, and Resources
- Instructional Design and Practice
- Assessment and Growth
- Staff Proficiencies and Staff Development
- Learner Profile and Artifacts

The LMS solution must also meet requirements in the following areas:

- Data Analysis and Reporting
- Documentation, Training, and Support
- Data and Systems Integration
- IT Platform, Security, and Access

The proposed LMS solution will need to interface with other DMPS and district systems that will share data with the LMS. DMPS is seeking information on the proposer's ability to interface specifically with the district's student information system, Infinite Campus.

While DMPS is interested in the best toolset and application to support the LMS, the proposed solution will only be as good as the content contained therein. To that end, DMPS may be interested in the content (instructional, learning, staff development, assessment) each proposer has available through existing partnerships or proposer creation that has already been integrated with the proposed solution or which may be added to the proposed solution as an option.

DMPS believes that there are many firms, large and small, throughout the nation that can provide high quality products and services for some or all of the requirements detailed in this RFP. DMPS is prefers a single supplier for systems design, software, data integration, installation, content import, training, maintenance, and technical support for all the goods and services described in this RFP. The single supplier can accomplish this using existing resources or through partnerships/sub-contracts with other proposers. However, DMPS reserves the right to award to multiple proposers if in the best interest of DMPS. Vendors are encouraged to suggest any creative approach to meet the LMS requirements while keeping costs low and allowing for long term sustainability.

The comprehensive LMS described in this document is intended to support DMPS's vision of a fully integrated solution as conceptualized in Figure 2-3.

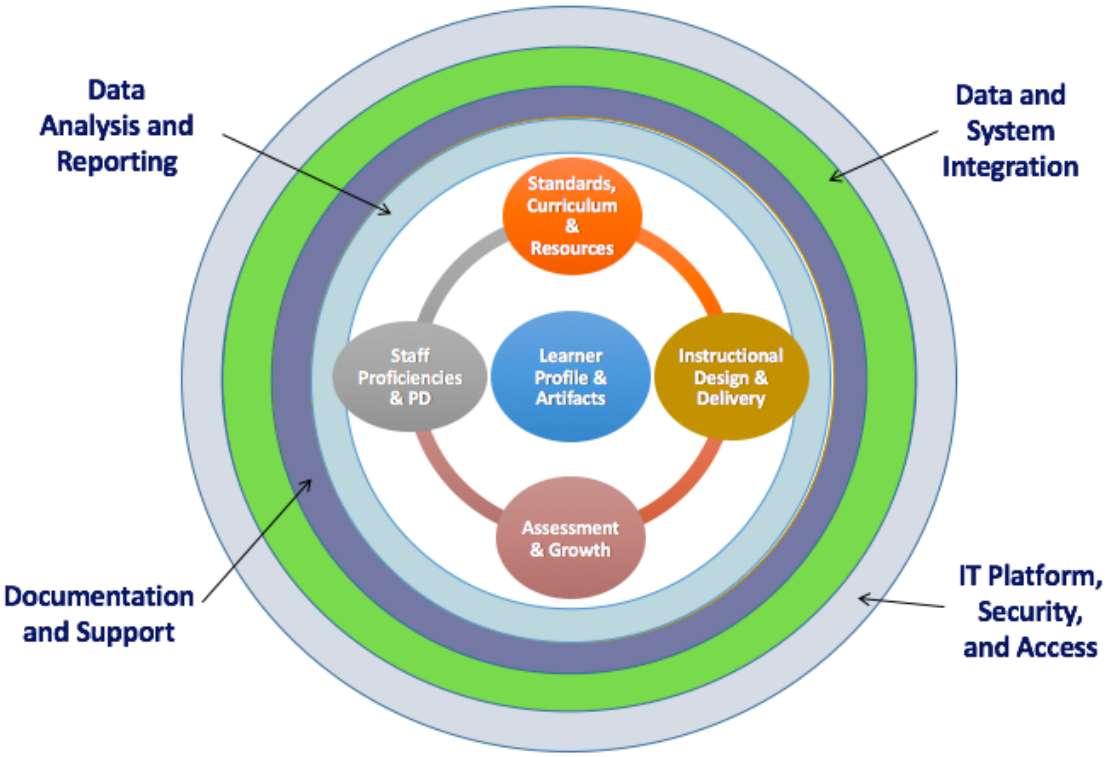


Figure 2-3. - Envisioned Components for Learning Management System

The grouping of components as shown in of Figure 1 and listed above is meant to illustrate the teaching and learning process that the LMS will help manage. DMPS understands that the proposed LMS solution may be organized differently to meet the business specifications. Listed below are brief descriptions of the business specifications of each of the above components.

2.7.1 Standards, Curriculum, and Resources

The Standards, Curriculum, and Resources component focuses on the ability to manage multiple sets of standards (content, process skills, proficiencies, etc.) in a variety of hierarchies, terminology, and structure. Alignment capability should be flexible to allow alignment between standards and curriculum (courses, units, activities, resources) and between standards and assessment items and between standards and staff development activities. Users should be able to easily search and analyze relationships between all elements and alignments. The system should provide tools for curriculum design, development, mapping, and documenting of best practices. The system should be capable of identifying gaps and redundancies to ensure that standards are being addressed at appropriate grade and skill levels.

The development and management of curricular materials must be designed with role-based security to allow for a workflow in which submitted materials are moved to a review process prior to adding to the “official” state, regional, or district curriculum.

Once curriculum is authorized, it should be available to any teacher for use in his/her instruction within the appropriate organization.

2.7.2 Instructional Design and Delivery

The LMS should include the ability to search for and select instructional materials for use in lesson plans, the ability for teachers to add or modify the instruction for use with their students, and to provide a mechanism for both finding and assigning instructional interventions and extensions to students based on their assessed needs.

The system should provide teachers the ability to plan differentiated instruction for their classes, groups, or individual students. The system should allow teachers to search for lesson plans by grade, discipline, objective, theme, publisher, unit, etc. Lesson planning should be as simple as selecting available units, objectives, or activities and assigning them to a group of students for a particular timeframe. Students should be provided collaborative work areas to work with fellow students as well as submit questions and get feedback from teachers.

The system shall also make available to students and parents/guardians instructional materials and learning objects and shall provide a simple user interface that allows student and parents/guardians to find and use the resources for individual learning. Objects shall be searchable by grade, subject, standard, and other search criteria supported by the Learning Resource Metadata Initiative (LRMI) and the Common Education Data Standards (CEDS) tagging schemas.

The Instructional Design and Delivery component shall seamlessly interface with a Learning Object Repository (LOR) and the Assessment and Growth component. The system will allow end-users to search for and retrieve instructional resources from the LOR and will support the tracking of activities and assessments directly linked to standards or objectives as part of the instructional process. The assessment system should point back to recommended instructional material that either supports or enhances the skills identified on the assessment from the repository of learning objects.

Additionally, students should be provided collaborative work areas to interface with fellow students as well as submit questions and get feedback from teachers.

2.7.3 Assessment and Growth

The Assessment and Growth component is an essential part of the instructional process. A responsive assessment system has the capacity to assist instructional staff to create, align, deliver, and manage various levels and types of assessment items and strategies ranging from daily classroom formative assessment to delivery of district interim/benchmark testing.

It is essential that the assessment system not only serve as a repository for pre-constructed test items but that it must display a robust set of tools that allows the user

to create and build multiple levels of assessment aligned to the instructional objectives and standards.

In order to support a balanced approach to assessment, the system must support a variety of formative assessment strategies for collecting evidence of learning on an ongoing basis (self-assessment checklists, reflections, questions), provide suggestions for descriptive feedback based on student responses, and suggestions for addressing student misconceptions. The emphasis is on providing frequent, descriptive, diagnostic feedback for a few questions or performance tasks used throughout a lesson, rather than providing a test consisting of many questions that result in a test score.

The system must also reflect a degree of flexibility and adaptability to allow for importing pre-constructed assessment items/tasks and formats (including rubrics) to augment locally developed items/tasks and add to the depth of items/tasks available for use at the classroom level. In short, the assessment system must allow the user to interact seamlessly to create new items/tasks, alter existing items/tasks based on user role and the security of the items/tasks, and/or import items/tasks of various types and formats for potential use within the classroom or across the state.

The assessment system must also have a well-developed reporting system that can rapidly provide results of various assessment types (ranging from documented observations used formatively to teacher scored performance items, to direct online assessments) to teachers and when appropriate to students and administrators for analysis and use in the improvement of instruction. The ability to provide timely assessment results in a variety of formats is an essential element of a successful assessment system. Assessments or assignments should be able to be linked to the instruction with either manual scoring or on-line delivery and automatic scoring. The ability of the assessment system to effectively aggregate and disaggregate assessment results based on pre-set formats or user-defined constraints adds value to the overall effectiveness of the software.

The assessment system must also be able to report student performance against the standards and suggest learning objects or other tools to help students improve their performance against individual standards for which the student is underperforming. Additionally, the assessment system must be able to assess class performance against the standards and suggest to educators' staff development to help the educator improve student performance against individual standards for which the class is underperforming.

2.7.4 Staff Proficiencies and Staff Development

It is imperative that the staff development area of this component allow for educators to search for staff development opportunities, register for staff development offerings, and search for staff development content. In addition, the system should allow for the educator to manage his/her learning by tracking his/her staff development activities including completions and proficiencies. In other words, the LMS should employ a proficiency-based approach to human resource management, assessment,

accountability, and staff development. Data from the LMS will enable DMPS to link and align staff development with curriculum, assessment, learner needs, instructional materials, and the supervision/evaluation process. Data from the other LMS components will enable DMPS to link and align student information to resources that will allow teachers to modify instruction to meet the learner's needs. This component should provide immediate access to all types of information to inform both the individual educator's and the student's growth and development.

For the purposes of this RFP, this would mean connecting a variety of data sets and resources together to allow the user to access information to improve and/or master their job-related proficiencies. This includes the ability for a teacher or administrator to find staff development courses aligned with Teaching and/or Executive Standards. Staff proficiency within the specifications of the staff development module are defined as the degree to which the educator has gained the intended skills, knowledge or behavioral attributes targeted in the staff development course/activity. For example, the assessment component of the staff development module will not result in educators earning a "grade" but rather in attaining specific proficiencies.

For classroom teachers, this system should display a list of staff development, assessment, and instructional resources that align with a desired proficiency or relative to the outcomes of the educator evaluation. Administrators should be able to choose from a catalog of resources that are tagged by pre-determined categories and/or proficiencies and assign targeted staff development to their teachers based on local initiatives or the results of the educator evaluation process. Overall, this component will allow a large number of people to contribute to and access shared data and content in a controlled setting based on the user's needs.

2.7.5 Learner Profile and Artifacts

The Learner Profile provides easy access to student demographic data, longitudinal assessment results, or other useful information when planning appropriate instruction for the student. These data will come from other systems such as a Student Information System and potentially other systems that characterize a learner. Learners of all kinds, including both students and teachers, will need an area to store work samples and other information (e.g., learning styles, career goals) longitudinally. A file directory should be available to include various types of work samples along with other pertinent information about the learner. Access to this and other LMS components should be role-based, protecting the privacy of the individual.

3.0 GENERAL REQUIREMENTS

3.1 General Requirements

The primary goal of this project is to implement an LMS to support the needs of all DMPS curriculum and teaching personnel with an integrated, enterprise web-enabled and proposer-hosted system. The new system will be configured around an enterprise relational database with the capacity to support DMPS's needs for the foreseeable future (ten years minimum). A key focus of the new system is its flexibility to meet current and future needs of the school district without the need for proposer custom programming.

- The LMS must meet the LMS Minimum Standards as detailed in Appendix A, as well as the additional DMPS requirements that are found in the RFP.
- The LMS must be able to interface with Infinite Campus and HR/Finance system.
- Training and staff development will be provided to administrators, faculty, and other staff to ensure the timely implementation and effective use of the new system.
- There must be a method for providing timely user and technical support.
- Selection of the LMS will consider not only purchase price, but also life-cycle costs associated with maintenance, support, and training as well as being the best system for the DMPS.
- Ease of use — By incorporating an easy-to-use user interface (including graphics, speech, animation, and video as they evolve); the system must enable users to solve many problems by themselves.
- Reliability/availability — The system must minimize hardware and software failure so people will have the confidence to rely on it. Backup/Restore functions must not interrupt DMPS users.
- Maintainability — When problems occur or software upgrades are needed, support must be available from a central location. LMS software upgrades must require little or no down time.
- Supportability — To coordinate support when assistance is necessary, support staff must have access to information regarding all previously reported problems and their solutions.

3.2 System Scalability and Performance

The LMS must be scalable and able to process concurrent user transactions within acceptable industry response times for similar types of transactions. Response time is defined as the interval from the time a user sends a transaction to the time a visual confirmation of transaction completion is received. The response times below are to be

met under normal workload conditions, including peak periods where most DMPS offices and schools are performing similar functions within the same short time period (such as attendance accounting, student data inquiries, and grade reporting and printing).

As a condition of the DMPS's acceptance testing procedure, response time for the LMS will be tested and measured by DMPS technical staff.

The system will be deemed satisfactory and acceptable if the following minimum response time criteria have been met:

- Unique transactions that the LMS is capable of performing must exhibit 5-second or less response time with the equivalent of a T1 data connection. The LMS itself (using the proposed proposer recommended database platform, web server, and hardware) should be able to generate a basic web page within 1 to 3 seconds, given the specified load.
- A database query could take up to five (5) seconds. The proposer will be expected to guarantee performance of their solution.
- The field to field on-screen data entry response time will be less than 0.5 seconds.
- Specific exceptions will be made for complex functions such as generating a complex search. For any specific functions that inherently require longer response times than the range above, the Proposer must itemize these functions and state the anticipated response times (with accompanying reasons) in the Proposer's submittal. The itemized information must be available and clearly discussed in the Proposers submittal in Section 7 of the RFP.
- Any other conditions or exceptions to the metrics stated in the above paragraphs must be identified by the Proposer in the Proposal. These response time requirements are intended to insure application usability and acceptable performance from a user's perspective.

3.3 Data Query and Reporting Facilities

The LMS reporting and query capabilities should allow for a wide variety of report types including summary, detail, forms, drill down, as well as allowing for fast and easy report creation using report wizards that easily integrate with Microsoft Office products and other third party applications, such as Microsoft SQL Server Reporting Services (SSRS). DMPS's standard is Microsoft Office 2010, 2013, 2016.

3.4 General System Requirements

The Proposer must provide a detailed explanation of how its solutions will effectively address each requirement stated as an LMS Requirement, and will provide a detailed explanation of

how its solutions will effectively perform all aspects of the scope of services identified in the RFP. At a minimum, the detailed explanation by the Proposer will identify and discuss the following:

- The Proposer must detail specific hardware recommendations for ensuring the optimal performance of the solution. The district will use the proposer's hardware recommendations to estimate the real costs of obtaining the necessary hardware for effectively operating the solution. It is assumed that the proposers know their installation history and know from experience what works best for a district this size.
- The Proposer will identify which items of required hardware and equipment it will provide and at what cost to DMPS. The Proposer will identify other sources for such hardware and equipment, if any are available.
- The Proposer will identify hardware, equipment, and ancillary items necessary to operate a proposer-hosted solution.
- The Proposer must identify all sub consultants it will use in the development of hardware and/or software for this engagement. For each sub consultant identified, the scope of work will be provided in the Proposal.

4.0 PROPOSAL SUMMARY AND PROPOSAL ORGANIZATION

4.1 Introduction

This section contains instructions to Proposers on how to prepare their written responses to this RFP. As Proposers prepare their responses, they should be guided by the **Table of Contents in Section 7**: RFP Response Format and Contents. Proposers must factor into their written response, the information presented in Section 2, Background; Section 3, General Requirements; Appendix A, Learning Management System Functional Requirements, and requirements specified in this section (Section 4).

4.1.1 Respondent's Responsibility

A respondent, by submitting a proposal, represents that:

A. The respondent understands the RFP in its entirety and that the Proposal is made in accordance therewith, and;

B. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the DMPS, and;

C. Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by DMPS, upon which the respondent will rely. If the respondent receives an award because of its proposal submission, failure to have made such investigations and examinations will in no way relieve the respondent from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the respondent for additional compensation or relief, and;

D. The respondent will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following DMPS's annual audit, including five (5) years thereafter.

4.1.2 Licenses and Certificates

A. DMPS reserves the right to require proof that the respondent is an established business and is abiding by the ordinances, regulation, and the laws the State of Iowa, such as but not limited to: Business Tax

Receipts, business licenses, Iowa sales tax registration, Federal Employers Identification Number, AND;

B. Each firm and personnel who will be performing services on behalf of the firm for DMPS are to be properly licensed to do business in its area of expertise in the State of Iowa. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

4.2 Firm Qualifications Requirements

The purpose of the Firm Qualifications Requirements section is to provide DMPS with the ability to verify the experience and knowledge claims made in the Proposal by the Proposer and to assess the Proposer's prior record in providing services to other organizations. If the Vendor's Proposal involves the use of any subcontractor, the Proposer must provide information regarding the subcontractor's qualifications to perform the required service. The School District requires the following information:

4.2.1 Firm History and Background

4.2.2 Firm Required Financial Information

4.2.3 Customer References

4.2.4 Project Team Experience and Proposed Staffing

Proposers are advised that the information and responses to this section will assist DMPS in determining the proposer's financial viability and its commitment to the proposed LMS.

4.2.1 Firm History and Background

Please describe the Proposer's corporate background and experience. Specifically address your corporate history and experience in developing, installing and supporting LMS software for school districts whose needs and size are comparable to those of the Des Moines Public Schools, Iowa. DMPS is particularly interested in your experiences and success in the state of Iowa.

The Proposer must provide the following information:

- General information about the Proposer's organization
- Identification whether the firm is the prime Proposer or subcontractor on this project.
- Date established
- Corporate office location

- Licenses & Certifications
- Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Iowa businesses submit documentation from the state in which the business was formed and documentation from the State of Iowa providing authorization to perform business in the state of Iowa.
- Federal Identification Number of firm
- Ownership interests
- Active Business venues (counties, states, etc.)
- Present status and projected direction of business
- Number of technical and service staff available to support installation, training, documentation, and maintenance efforts
- Number of technical staff devoted to new product development and/or enhancements to current Learning Management System products

4.2.2 Firm Required Financial Information

The Proposer must provide the following financial information:

- Dun & Bradstreet number and report, if available
- Annual Report for the last year
- Statement of Income and Retained Earnings for the last two fiscal years
- Statement of Changes in Financial Position for the last two years, as applicable
- Balance Sheet for the last two fiscal years
- Opinions concerning financial statements from a Certified Public Accountant for the last two years, as applicable
- The Proposer must identify each lawsuit against the Proposer, or any affiliate, subsidiary, sister corporation, holding company, or owner of an interest of 10% or more in the Proposer, and against the chief executive officer or president, treasurer, any executive vice president or the corporate secretary during the ten year term immediately preceding the date on which the Proposal is submitted. For each lawsuit identified, please explain the nature of the lawsuit and how it was resolved. If it is still pending, please identify whether or not a

trial date has been set. Also identify where the lawsuit is pending and in which court. For purposes of this section, the term "lawsuit" means any action filed in a state court, a federal court, and also any administrative agency litigation and arbitration.

4.2.3 Customer References

DMPS is looking for the Proposer to demonstrate its experience with school districts comparable in size to DMPS, Iowa. **All proposers must submit** a minimum of three (3) school district references for the LMS with the current software release fully implemented and a student enrollment of 32,000 students or more. Please do not provide references for school districts using a product other than the one you are proposing.

Your customer references submitted must be recent, whereby the Proposer must have implemented the respective system within the last three (3) years. The customer references must be organizations whose business processes and data needs are similar to or exceed those performed by DMPS in terms of functionality, complexity, and transaction volume.

Specifically, the referenced customer/project will be considered comparable if they contain the following minimum attribute. Please note that if a proposer is proposing multiple components and a district has all of the components installed, the district can be used as a reference for multiple components.

- A school district with a recent version of the proposed LMS software installed and fully operational and supporting an enrollment of 32,000 or more students.

For each reference, the Proposer shall provide the following information:

- Customer name
- Customer address
- Current telephone number and fax number and email address of a customer employee most familiar with the project for reference verification
- Time period over which each project was completed
- List of products installed and operational
- Number of students in school district
- Number of school sites
- Estimated number of employees

In addition, for each of the proposed components please list the number of school district customers the Proposer has in Iowa as well as the number of

school district customers in other states indicating those districts over 32,000 students with an asterisk.

District-Provided Project Resources

In the following section, please discuss your firm's proposed Project Organization and Project Staffing. While preparing your response, please refer to Table 4-1. DMPS-provided Project Resources. DMPS technical resources will be available throughout the course of the LMS implementation.

Table 4-1: DMPS-provided Project Resources

Project Team Role	Number	%	Comment
Project Sponsor	One (1)	5%	Duration of project
District Project Manager	Two (2)	100%	Duration of project
Senior Programmer	One (1)	50%	Duration of project
Database Administrator	One (1)	50%	Duration of project
Secondary Schools Coordinator	One (1)	20%	Duration of project
Elementary Schools Coordinator	One (1)	20%	Duration of project
Assessment Manager	One (1)	20%	Duration of project
Analytics Manager	One (1)	50%	Duration of project
Network Analyst	One (1)	50%	Duration of project
PD Project Contact – Director of Digital Learning	One (1)	50%	As needed
PD Project Sponsor – Exec. Dir. of Professional Development	One (1)	5%	Duration of project
Project Management - Executive Assistant	One (1)	20%	Duration of project

4.2.4 Project Team Organization

Within the Proposal, the Proposer must provide an organizational chart of their proposed project team. The organizational chart should include the Proposer's and ***DMPS provided resources*** as defined in Table 4.1 to provide DMPS an understanding as to how the Proposer envisions utilizing its and the school district's resources.

4.2.5 Project Team Staffing

Within the Proposal, the Proposer must define the roles and responsibilities of each of its assigned staff. In addition, please provide complete resumes of each staff member. Resumes should include work history related to LMS

assignments. If the Proposer's solution involves the use of subcontractors in an amount great than 10% of the project's budget, the response must include resumes of any subcontractors.

4.3 Project Management Approach Requirements

Please describe your firm's Project Management Approach used to manage the design, configuration, and implementation of the LMS. The project management components that the Proposer is responsible for include, but are not limited to, project workplans, project deliverables, schedules and budgets, risk management, change management, issue management, and quality management. Please address the following topics in your approach to Project Management.

4.3.1 Project Workplans

The Proposer will be responsible for the development and maintenance of a detailed work breakdown structure that must include, but is not limited to, the identification and definition of all project phases, stages, and tasks with respective start dates, duration of tasks, dependencies of tasks, milestones, deliverable due dates, and responsible party (e.g. LMS Software Vendor and DMPS personnel).

Within the Proposal, the Proposer must provide its proposed project workplans. The project workplan must identify all proposed tasks associated with the stages described in the **Background to the preparation of the Project Work Plan** below. Please refer to the DMPS proposed schedule in Section 1.24 "LMS Implementation Requirements" above for the school district's general timeframe for LMS implementation. The proposer must also explain the type of project management software tool they will use to keep the project on time such as CPM, PERT, Gantt, etc.

The project workplan must also include:

- Critical Path
- Task Dependencies
- Project Milestones and Deliverables
- Task Owners by Organization (including tasks involving the Proposer, DMPS and third-party Vendors).

The Proposer's project workplan must identify tasks where DMPS's subject matter and technical staff will be working independently or collaboratively with the Proposer staff during the design, development, configuration, and implementation phases of the LMS solution.

Background to the preparation of the Project Work Plan

DMPS requests that the Proposer address the following general project tasks in its work plan:

- plan the overall LMS implementation schedules with assistance from the school district (see Section 4.2.4, Table 4-1. DMPS Provided Project Resources);
- install the LMS software supplied as part of its Proposal and train DMPS level technical staff during the initial testing of the new system;
- customize LMS product to support the DMPS's business and operational requirements;
- convert the DMPS's current applicable LMS data;
- test and provide a report to validate and verify that all LMS modules and functions meet the proposer's acknowledged specifications as listed in Appendix A of the Proposer's submittal and prove that all LMS modules operate properly;
- coordinate the training of site level administrative and teaching staff personnel in conjunction with Learning Management System roll out schedules, including both the pilot project phase and the district-wide project phase;
- oversee the roll out of the new LMS to all school sites within DMPS according to the two year phase-in; and,
- address the most optimum and practical methods of supporting both business continuation and disaster recovery.

The Proposer should address all these tasks in their Project Management Plans.

4.3.2 Workplan Management Approach

Within the Proposal, the Proposer must describe the proposed approach to effectively managing the project workplan. At a minimum, the Proposer must describe the method for ensuring timely updates to the workplan, the approach for managing and communicating to DMPS changes, and the approach for tracking baseline versus actual or the methods and procedures employed in other district implementations.

4.3.3 Risk Management Approach

Within the Proposal, please describe your proposed approach to risk management. At a minimum, the Proposer must describe its approach to risk identification, risk analysis, risk response development, risk monitoring, and control or the methods employed in other district implementations.

4.3.4 Change Management Approach

Within the Proposal, please describe your proposed approach to change management. At a minimum, the Proposer must describe the change control system to be used and its approach to change identification, impact evaluation, change authorization, and change implementation or the methods employed in other district implementations.

4.3.5 Issues Management Approach

Within the Proposal, please describe your proposed approach to issues management. At a minimum, the Proposer must describe the issue management control system to be used and its approach to issue identification, impact evaluation, issue assignment, and issue resolution or the methods employed in other district implementations.

4.3.6 Quality Management Approach

Within the Proposal, please describe your proposed approach to quality management. At a minimum, the Proposer must describe its approach to quality planning, quality assurance, and quality control or the methods employed in other district implementations.

4.3.7 Knowledge Transfer Approach

Within the Proposal, please describe your proposed approach to performing knowledge transfer to DMPS staff.

4.3.8 Communication Plan

Within the Proposal, please describe your proposed approach for communicating with the DMPS Project Managers and the Integrator as well as affected stakeholders.

4.4 Proposed Technical Environment

In response to this section, please provide an overview of the proposed LMS systems, including proposed hardware, software, and technical architecture, and the proposed technical approaches to addressing the major areas of functionality that are to be provided within the LMS. High-level diagrams showing major system components, their interrelationships, and supporting diagrams and materials, should be included to provide DMPS with a visual, as well as narrative representation of the future operating environment.

The District is interested only in a proposer-hosted solution.

Vendor Hosted Environment

For the Vendor hosted environment the LMS must reside in a secure external data center. In the Proposal, the Proposer must identify and provide detailed information concerning the following issues related to hosting, backup and alternatives for hosting, backup of data, and DMPS access to its data.

a. It is essential that DMPS will have immediate access electronically to all of its data. It is also essential that the proposed system have an adequate provision for backup of data and accessibility to data. Proposers should discuss the security of the hosted data such as student information and the steps the proposer takes to avoid a breach of the district's system.

b. The Proposer must identify the specific means by which data will be backed up and the schedule for backup. The Proposer must also identify how DMPS may obtain and access its data, and it will identify all conditions for such access and obtaining of data by DMPS, as well as the time period that will be the maximum amount of time that DMPS may be required to wait before it will receive requested data.

c. The Proposer must identify where the system will be hosted, the equipment for the hosting, ownership of the server, or other means by which the system will be hosted, and the details concerning the frequency with which DMPS will be provided with backed-up data from the system so that DMPS may maintain its own alternative data backup in the format regularly stored in the system.

d. The Proposer will identify various solutions for hosting, backing up data, and regular provision of backup data in system format to DMPS, with price quotations for each of the various alternatives presented. If only one solution is offered, the Proposer will explain why it is unable to offer alternative solutions for consideration by DMPS.

e. If the hosting system or data backup fails for any reason, then the proposer at its expense, if awarded the contract, will be bound to restore the data to the level and in the format in which it was delivered by DMPS to the proposer.

Table 4-2. DMPS's Standard Development and Operating Environment

Table 4-2. DMPS's Standard Development and Operating	**Platform**
Infinite Campus	SQL – Hosted Solution
SunGard Finance- H/R	Hosted
E-Mail	Hosted Office 365 for students and staff
Server Operating System for Data Warehouse	Windows Server 2008 R2 64-Bit/Windows Server 2012 R2 64-Bit
Database Management System for Data Warehouse	Microsoft SQL Server 2008
Web Pages	Apache
Reporting Tool	Tableau, Alteryx, Microsoft SQL Server 2008 Reporting Services, FileMaker Servers, and Visual Studio 2012
Desktop Operating System	Apple Mac OSX 10.5.8 and above, business computers Microsoft Windows 7, 8, 10
Directory Services	LDAP and Active Directory
Desktop Application Suite	Microsoft Office 2010, 2013, 2016
Internet Browser	Microsoft Internet Explorer 9.0, or better and Mozilla Firefox

4.4.1 Network Infrastructure

Within the Proposal, please provide a diagram and a description of its proposed network infrastructure that is required to obtain acceptable performance levels with the proposed LMS components. The proposed solution must be capable of operating in DMPS's Intranet network environment and Internet environment as summarized in Sections 2.4 and 2.5.

4.4.2 System Infrastructure

Within the Proposal, please describe the proposed hardware and operating system platform and software components that will be included in the LMS environment. Please address the following areas:

- Hardware platform
- Operating system
- Database
- Web application development
- Report writers
- Data modeling tools

Please discuss any concerns the proposer has in regard to the LMS application response times summarized in Section 3.2 "System Scalability and Performance". Please show how the proposed system will operate within DMPS's Shared Services environment described in Section 2.4.

4.4.3 Database

Within the Proposal, please describe the proposed database management system (DBMS) and high-level database structure to be utilized in the proposed LMS environment. Provide a schematic illustrating the interfaces and interworking relationships among the Learning modules or applications.

4.4.4 Software

DMPS is expecting a single user interface/portal to access the LMS. Please describe the proposed software components that will be included in your solution(s), including software language, software modules, public domain software (if any), commercial off-the-shelf (COTS) software product(s) (as applicable), and standard and ad hoc reporting software, that addresses the single user interface. For each software product, please identify the proposer, version, and key features of the product.

DMPS is expecting regular and industry acceptable processes and distribution for OS security and patch management.

4.5 Proposed Solution Approach

Describe the overall functionality of the proposed solution.

The Proposer's LMS solution must provide functionality that fully supports but not limited to the major processes discussed in Sections 2, Background, and Section 4.4 Proposed Technical Environment.

- Approach to meeting LMS requirements as delineated in Appendix A
- Approach to interfacing with other DMPS mission-critical applications

The proposed solution must provide a single interface to perform all functionality being delivered by the proposer for the proposed solution whether the function is being served by the Proposer's software, public domain software, or a third-party tool or software product.

4.5.1 Approach to Meeting LMS Requirements

Appendix A, Learning Management System Functional Requirements Response Forms contain a matrix of the application requirements for the LMS. The Proposer is required to complete this matrix to indicate if they are capable of meeting the requirements of the individual specifications. If the Proposer's LMS product cannot meet all of the specific application functional requirements specified in Appendix A, then the Proposer should describe how they would meet those requirements. The cost for the **Proposer to extend its product to meet all the Learning Management System functional requirements** specified in Appendix A must be listed in Appendix B – LMS Total Cost Summary Forms, Tab 2: LMS Installation Services, Item # 12, Appendix A – LMS Functional Requirements customization.

4.5.2 Approach to Interfacing with Other DMPS Mission-critical Applications

Within the Proposal, please describe your firm's approach to interfacing with the other DMPS mission-critical applications. Please describe the approach for importing assessment items, learning and instructional content, and staff development content into the LMS. Also describe how data from standardized test publishers would be seamlessly updated into the LMS.

4.6 Proposed Approach to Enhancements and Customizations

In order to satisfy the technical and business requirements identified throughout this RFP as well as the LMS specifications outlined in Appendix A, the Proposer may be required to make customizations to (for example, software features developed specifically for the state of Iowa or for DMPS that are not current contained in your product. DMPS asks the Proposer to explain its approach for prioritizing and developing software package extensions or customizations.

4.6.1 Approach to Enhancing LMS Software

Within the Proposal, please describe the Proposer's system design and development approach for making enhancements to the LMS software. Explain the tools used to develop product. Explain what role the Proposer's client base has in the product enhancement process.

4.6.2 Software Customizations for the DMPS

Within the Proposal, please describe your proposed approach for determining and developing customizations to the LMS software to meet any DMPS specifications that are currently unmet by the Proposer's LMS product.

Please discuss how the Proposer ensures that all software upgrades operate with the customizations made by the Proposer during the design, development, and implementation of the LMS and any subsequent customizations made by the Proposer post-implementation. I.E. does the Proposer have a mechanism to receive user feedback to incorporate changes in their product such as users groups or user support reference center.

4.7 Testing Strategy

DMPS expects the Proposer to validate that the customizations and configurations made to its LMS system will operate properly in DMPS's technical and business environment. The Proposer is responsible for establishing all appropriate testing environments to support LMS testing activities. In order to ensure that each component of the LMS has been adequately tested prior to implementation, the Proposer is responsible for performing and/or overseeing the following minimum levels of testing: Unit Testing, Systems and Integration Testing, and User Acceptance Testing. These testing levels are described below:

- **Unit Testing:** Unit testing is performed by an application developer or tester on an individual software module or component in the development environment. During Unit Testing, the developer or tester must test all unit logic paths and conditions for accuracy, efficiency, and conformance to the respective requirements.

- **Systems and Integration Testing:** Systems and Integration Testing is testing the integration of the individual modules within a subsystem, subsystems within a system, and the components of the overall LMS. In addition, performance and stress testing of the LMS application and related network must be conducted. Systems and Integration Testing must be conducted in the Test Environment. Performance and stress testing must be conducted in the Test Environment and Production Environment. In addition to the Proposer, a minimum of three (3) DMPS staff will also perform Systems and Integration Testing.

- **User Acceptance Testing:** User Acceptance Testing provides end-users the ability to test the new system. Testing at selected elementary, middle, and high school

sites may serve as User Acceptance Testing for DMPS modules. Formal User Acceptance Testing must also be scheduled for school district-level modules.

The Proposer is responsible for testing and validating the successful installation and operation of all third-party software that the Proposer provides as part of the solution.

4.7.1 Approach and Description of Testing Strategy

Within the Proposal, please provide an overview of your testing strategy. This must include, but not be limited to, the identification and overall approach to all levels of testing (e.g., unit testing, systems and integration testing, and user acceptance testing), proposed testing environments (e.g., location, hardware requirements, etc.), approach to requirements traceability, and proposed testing participants.

4.7.2 Approach to Testing Documentation

Within the Proposal, please describe your proposed approach for documenting testing components (e.g., test procedures, test cases, test results, etc.).

4.7.3 Approach to Using Testing Tools

Within the Proposal, please identify your proposed testing tools, describe the features provided in the proposed testing tools, and identify the levels of testing which will use the tools.

4.8 Staff Development Data Conversion Strategy

All years of historic data from our existing Professional Development system must be converted to the new Staff Development module of the LMS. This includes teacher in-service records and the course catalog.

During the Project Start-up stage, the Proposer will be required to provide an overall PD Data Conversion Plan that will guide the Proposer and DMPS through a structured, orderly, and seamless transition from the existing systems to the new LMS. The Data Conversion Plan must describe all related tasks, preparatory actions, required resources, time frames, work products, and success criteria for software conversion and data conversion. Software conversion includes the technological transition from the existing system environment to the new LMS production environment. Data Conversion includes the manual and automated conversion, as appropriate, of existing and historical data to the new LMS.

Within the Proposal, please provide your proposed LMS Data Conversion Strategy. The Data Conversion Strategy must provide information that can be used by DMPS to evaluate the Proposer's knowledge of, and intended approach to data conversion.

4.8.1 System Conversion Critical Success Factors

One of the most important activities in any migration to a new system is the need to transfer data accurately to the new system. Please identify the critical success factors for conducting the LMS data conversion process.

4.8.2 Approach to Data Conversion

Within the Proposal, the Proposer must describe their proposed approach to data conversion (e.g., timeline, participants, role responsibilities of both Proposer and DMPS, contingency for rollback, etc.). Also discuss the steps the Proposer will take to protect the security of the student information during the conversion process.

4.8.3 Overview of the Data Conversion Process

To ensure successful implementation, please discuss your approach to conversion of all student data:

- Electronic file conversion of SIS and curriculum data
- Content from eChalk (class websites and assignments)
- Manual Data Conversion

What is your plan for developing data extract routines or writing customized program for data conversion if necessary?

Under what circumstances is manual data conversion necessary? How are field table files populated within the proposed LMS system?

Data conversion process consists of a series of tasks to be performed by the Proposer or DMPS. Please outline the tasks to complete the conversion process. Explain any data conversion aids the Proposer uses to carry out the conversion work.

4.8.4 Approach to Conversion Documentation

Within the Proposal, the Proposer must describe their proposed approach for performing and documenting system conversion (e.g., procedures, conversion results, etc.). Include examples of data conversion document with your proposal.

4.9 LMS Software Support and Maintenance

The Proposer is responsible for maintaining the LMS during the term of the Contract including the proposer software warranty period and ongoing software maintenance through the life of the contract for maintenance with DMPS.

Systems maintenance includes maintaining all LMS software components, including managing and tracking the periodic release of application and source code.

The Proposer should discuss its approach to maintaining all version control methods and tools used to control the release of LMS software versions and source code. This includes the development and identification of a baseline software version and the tracking and deployment of subsequent software versions. Please discuss how the Proposer ensures that all software upgrades operate with the customizations made by the Proposer during the design, development, and implementation of the LMS and any subsequent customizations made by the Proposer post-implementation.

4.9.1 Warranty

DMPS expects that the Proposer's warranty period will commence upon DMPS's final acceptance of the system which effectively ensures that the LMS system functions as it was intended to in a reliable and stable manner. Within the Proposal, please describe the LMS warranty, including the warranty period and items covered. DMPS expects a warranty will be provided at no additional cost.

Please address the following points of your LMS warranty services including:

- Your proposed warranty services
- Any exceptions or limitations to your proposed warranty services
- What is the length of the warranty period?
- What are the hours of warranty coverage (e.g., Mon-Fri 7:30 a.m. to 5:30 p.m. Central Time)?

4.9.2 Ongoing LMS Software Maintenance Program

Within the Proposal, please describe your company's LMS software maintenance program for your proposed LMS solution including, the products and services that the maintenance plan covers, the approach to upgrades, and "point releases" of the software.

Please address the points in your response to this section:

- What services are included in your software maintenance program?
- What are the hours of software maintenance coverage (e.g., Mon-Fri 7:30 a.m. to 5:30 p.m. Central Time)?
- What is your program for extended hours of telephone support operations? How are these services invoked and at what cost?
- Explain your program for software problem resolution.
- Procedure for contacting Proposer for maintenance (e.g. Help Desk)

- Service Level Objectives Response Times (defined as the time elapsed between the placement of the call and the start of remedial maintenance activities by proposer maintenance service personnel)

4.9.3 Ongoing Program for LMS Product Enhancement

Please describe your company's approach to product development.

- Explain your product development lifecycle, including release planning, release development, release testing, and release rollout.
- Are all product enhancements available to all customers as part of its annual maintenance fees?
- Explain your product enhancement process.
- How are product enhancements determined?
- What role do customers play in the product enhancement process?
- How often are enhancements provided? Explain your company's release schedule.
- Describe the tasks required of DMPS following a new release.
- Please discuss how the Proposer ensures that all software upgrades operate with the customizations made by the Proposer during the design, development, and implementation of the LMS and any subsequent customizations made by the Proposer post-implementation.
- Describe the mechanism to receive user feedback to incorporate changes in the product such as users groups or user support reference centers.
- Describe the installation process for installing new releases of the LMS software.

4.9.4 Customer Call Center (Help Desk) Management

As part of the Proposal, please discuss your company's Customer Call Center management.

- Describe how your Call Center operates.
- Service hours for contacting the Proposer with problems,
- Does your call center use international help or domestic (US) help?
- Role and responsibilities of DMPS and the Proposer.
- What approach do you use to track, report, and manage end user calls for service?

- What methods can users reach your Call Center representatives?
- Are all communications with Call Center representatives logged?
- Describe your Call Center Workflow Process.
- Based upon the urgency of the customer software problem, describe your escalation policies and procedures.
- What guarantees or Service Level Agreements does your company provide for critical support and emergency issues?
- In addition, please present your approach to certifying DMPS staff to support the LMS system locally.

Even when training is delivered close to the go-live date, new end users frequently require reinforcement when they use the system for the first time. The Proposer is expected to propose an approach to provide support that accommodates an expected spike in end user assistance and demand on the Help Desk when the system goes live. In addition, the Proposer is expected to propose a method for ensuring that end user concerns and issues raised with Help Desk personnel will serve as input to curriculum content and revising training approaches in a continuous quality improvement feedback loop.

4.10 Security Strategy

Background on Security Architecture

The LMS solution must satisfy general system security standards as well as state and federal security and privacy policies, especially the Family Educational Rights and Privacy Act (FERPA). System security must be an integral component of the LMS' design and implementation. DMPS is looking for a LMS that provides security down to the data field level.

4.10.1 Security Architecture

Please discuss the proposed LMS product security architecture and the security and access structure, including:

- user account structure;
- user account and profile maintenance;
- user group profile and maintenance;
- user and group access security matrix (defining access to application menus and functions); and,
- audit reporting of system and application access.

4.10.2 Managing Security

Please describe the Proposer's recommended approach for defining and managing security levels and the capabilities associated with each security level.

DMPS requires that security management be centralized, whereby authorized users within DMPS are able to perform some security administration functions (e.g., create and update an individual user's security profile, reset passwords, etc.). If the Proposer's proposed total solution includes utilization of the Internet, the Security Strategy must also define the Internet access security approach and architecture.

4.11 Training Approach

DMPS recognizes that there are several options that can be deployed to successfully train the school district staff on the new system. DMPS prefers the training to be scheduled "just-in-time" to coincide with the software proposer's go-live deployment schedule.

In responding to this action concerning "Training Approach," the Proposer will, in addition to any other matter required or deemed appropriate by the Proposer for inclusion, identify its staffing model for providing training. This will include a statement of the qualifications and experience of the proposer's training personnel.

4.11.1 Training Philosophy

Within the Proposal, please describe your company's training philosophy.

4.11.2 Training Methodology

Within the Proposal, please describe your training methodology and techniques in order to provide the most effective training of school district and building level staff. Describe training techniques for assuring that the "train the trainer" program will be successful. Discuss when various training methodologies would be employed including:

- classroom training
- workshop training
- face-to-face training
- webinar training based upon roles
- embedded online training modules within the application
- "on demand" multimedia

4.11.3 Development of a Training Plan

Please describe the process the proposer will use to develop a DMPS district–level and building-level training plan. The plan should address the various training audiences, training topics, proposed training materials and tools, required training logistics, and training evaluation procedures. Proposer shall identify the means of delivery and any limitations in terms of frequency, number of hours, or otherwise imposed on the training that will be provided.

4.11.4 Vendor LMS Curriculum and Training Modules

DMPS understands that not all personnel need to be trained on all modules of the new LMS systems. With that in mind, please complete the following tables listing your product's module or subject area training sessions by targeted audiences, and module content. Please include the following completed tables in your response to this RFP using the templates in Appendix E.

For each job role in the following tables (Table 4-3 and Table 4-4), please list the subject area modules recommended by job category and include this table in your proposal using the templates in Appendix E.

Table 4-3: Summary of LMS Building–Level End-User Training Requirements by Job Responsibility

Staff group	Data responsibilities	Training Needs
Principal/Assistant Principal	• View all student data • Class and Student Results Analysis	• (list training modules) • • •
Teachers	• View and update student data • Instructional/Lesson Planning • Classroom Assessment Creation • Classroom Assessment Delivery • Classroom Management Grade book • Class and Student Results Analysis • Interim Assessment Delivery • Staff Development • Teacher-Student-Parent Collaboration • Student/Parent Portal	• (list training modules) • • •

Staff group	Data responsibilities	Training Needs
Guidance Counselors	• Student data (view) • Class and Student Results Analysis (view) • Student/Parent Portal (view)	• (list training modules) • • •
Students/Parents	• Student/Parent Portal (view)	• (list training modules) •

Table 4-4: Summary of LMS District-Level End-User Training Requirements by Job Responsibility

Staff group	Data responsibilities	Training Needs
Superintendent, Chiefs, Executive Directors	• School and Grade level results analysis	• (list training modules) • • • •
Directors	• School and Grade Level Results Analysis	• (list training modules) • • •
Curriculum Specialists	• Curriculum Development • Instructional Monitoring • Assessment Item Creation • Interim Assessment Development • Interim Assessment Scheduling • Class and Student Results Analysis • School and Grade Level Results Analysis • Staff Development	• (list training modules) • • • •
Information Services Support	• System Navigation • Role and Access Administration • System Maintenance	• (list training modules) • • •
LMS Application Support	• Instructional/Lesson Planning • Classroom Assessment Creation • Classroom Assessment Delivery • Classroom Management Grade book • Class and Student Results Analysis • Interim Assessment Delivery • Staff Development • Teacher-Student-Parent Collaboration • Student/Parent Portal	• (list training modules) • • •
LMS Trainers	• Instructional/Lesson Planning • Classroom Assessment Creation • Classroom Assessment Delivery • Classroom Management Grade book • Class and Student Results Analysis • Interim Assessment Delivery • Staff Development • Teacher-Student-Parent Collaboration • Student/Parent Portal	• (list training modules) • • • •

Use the Microsoft Word templates in Appendix E to list your company's LMS training module syllabi as shown in Table 4-5 below. In your proposal, include a separate table for each of your company's training modules.

Table 4-5: LMS Training Syllabus Template

LMS Module Name	
Learning Objectives: Enter the major learning objectives for this training module.	
Topics include: List major topics covered in this module	*Type:* Core or Optional Course *Prerequisite:* List any prerequisites *Delivery:* Type of training delivery *Class Size:* List the class size *Audience:* List all district/school job roles that should take this course module.

4.11.5 Vendor LMS Training Options

DMPS requests that the proposer propose and price out two training alternatives for district consideration;

1. Train-the-Trainer and
2. Training for all school district and school-level users.

Appendix B LMS Total Cost Summary Form 3 contains the DMPS's personnel head counts for the LMS.

4.11.5.1 Train-the-Trainer Option

For planning purposes, please use the following information for pricing out the Train-the-Trainer option.

Train-the-trainer (for this method of training, Proposers should discuss its program to certify DMPS trainers to deliver the equivalent quality training to that of Proposer's trainers)

In order to satisfy the staff training needs after the proposer has completed the District LMS training, the District will require the proposer to permit the video recording of its training for use within the district to assist the DMPS it providing new employees and refresher training needs

For purposes of developing the costs for certifying DMPS trainers, a total of 21 staff have been identified according to the 4-6 below.

Table 4-6: DMPS Trainers

Trainer	Number
LMS Trainers	Two (2)
Gradebook	Two (2)
Elementary Curriculum	Three (3)
Secondary Curriculum	Five (5)
Assessment/Analytics	Three (3)
Instructional Technology	Six (6)

4.11.5.2 Train all School District and School Site-level Users Option

For this option, the Proposer is asked to provide LMS training for all school district and school site-level LMS users. In the following section, there are several tables that contain the school district and school site-level staff training needs tables that summarize the job titles/roles for all personnel in the school district who will require training on one or more LMS modules

Please use the information in Tables 4-7 and 4-8 (school building-level and school district-level) to calculate the proposer's training time and costs for providing all LMS training. Notice that in the case of the LMS, school district personnel require slightly different training than school site-level personnel.

The following tables provide a summary of the various job roles/categories and the anticipated training needs for each category for determining the training requirements and costs.

Table 4-7: School building-level Staff Grades K-12 Training Needs by LMS Application Module

DMPS School building-level Staff		School-level LMS Training Needs											
Staff Groups	**No.**	**System Overview**	**Access and Navigation**	**Instructional/Lesson Planning**	**Classroom Assessment Creation**	**Classroom Assessment Delivery**	**Classroom Management Grade book**	**Class and Student Results Analysis**	**Interim Assessment Delivery**	**Staff Development**	**Teacher-Student-Parent Collaboration**	**Student/Parent Portal**	**Instructional Monitoring**
Principals & Asst. Principals	89	X	X									X	X
Counselors	71	X	X									X	X
Teachers	2200	X	X	X	X	X	X	X	X	X	X	X	X
Total School Building Staff	2360	2360	2360	2200	2200	2200	2200	2200	2200	2200	2200	2360	2360
*includes district administrators and district-level instructional staff													

Table 4-8: DMPS School District-level Staff Training Needs by LMS Application Module

DMPS School District-level Staff		School District-level LMS Training Needs											
Staff Groups	**No.**	**System Overview**	**Access and Navigation**	**Curriculum Development**	**Instructional Monitoring**	**Classroom Assessment Creation**	**Interim Assessment Development**	**Interim Assessment Scheduling**	**Class and Student Results Analysis**	**School and Grade Level Results Analysis**	**Staff Development**	**Role and Access Administration**	**System Maintenance**
Superintendent Chiefs, Exec. Directors, Directors	16	X	X										
Curriculum Specialists	20	X	X	X	X	X	X	X	X	X	X		
Info. Services Support	10	X	X										
Application Support	4	X	X										X
Trainers	8	X	X	X	X	X	X	X	X	X	X	X	X
Total District Staff by Application Module	58	58	58	28	28	28	28	28	28	28	28	8	12

Vendors should summarize their overall training requirements using the template for Table 4-9: LMS DMPS Training Summary Table in Appendix E and place the table in their response to this RFP. The data in this table will also appear in Appendix B Total Cost Summary Form 4 Learning Management System Training Services as well.

Table 4-9: LMS DMPS Training Summary

LMS Training Services	No. of DMPS Staff	Length of Training Course or Module in hours	Total Training Hours Required
DMPS Total Staff to be trained:			
LMS System Overview	2,418		
LMS System Access and Navigation	2,418		
Curriculum Development	2,228		
Instructional Monitoring	2,228		
Classroom Assessment Creation	2,228		
Interim Assessment Development	2,228		
Interim Assessment Scheduling	2,228		
Class Management Grade book	2,200		
Class and Student Results Analysis	2,228		
School and Grade Level Results Analysis	28		
Staff Development	2,228		
Teacher-Student-Parent Collaboration	2,200		
Student/Parent Portal	2,360		
IT Support:			
Role and Access Administration	8		
System Maintenance	12		
LMS Train-the-Trainer Option:			
Certification classes and exams	21		
LMS Train-the-Trainer Option Total	21		

4.11.6 Sample Training Curriculum

Please provide samples of your company's LMS training materials on your proposal's electronic media.

5.0 PROCUREMENT PROCEDURE

Award shall be made to the Proposer that best meets the needs of DMPS. Every proposal will be reviewed and evaluated in terms of its conformance to the specifications in this RFP. Adherence to the RFP Response Format and Contents specified in Section 7 is mandatory; any deviation or omission may result in immediate disqualification.

5.1 Cost Proposal

Cost Proposal must include the estimated costs of furnishing all materials, equipment, labor, maintenance, complete and accurate data conversion costs for all data contained in the current system, training, operating manuals, and services necessary or proper for the completion of the work described in this RFP unless otherwise noted in the RFP. DMPS shall not be liable for any costs beyond those proposed in this RFP and awarded. Time and materials proposals are not acceptable. Vendors must include all travel and living expenses in their Professional Services costs.

Proposals must include five years of fixed maintenance costs after the end of the first year following the expiration of the warranty period.

5.2 Acceptance and Rejection of Proposals

5.2.1 Acceptance

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

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

A proposal may be rejected if the Proposer is currently under suspension or debarment by any local, state or federal government, and if the Bidder cannot so certify, then it shall submit along with the proposal a written explanation of why it cannot make such certification.

A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the bid opens.

5.2.2 Rejection

A proposal may be rejected if it does not conform to the rules or the requirements described in this RFP. Reasons for rejection include but are not limited to the following:

- The proposal is delivered after the deadline specified in the RFP.
- The Proposer fails to sign a necessary form.
- The Proposer fails to address all of the subsections in this RFP.
- DMPS uncovers proof of collusion among Proposers. (In this case, all suspected proposals shall be rejected, and any participants in collusion may be barred from doing business with DMPS for a period of time not to exceed three (3) years.
- The Proposer does not possess the proper license to carry out the work described in this RFP.
- The proposal shows noncompliance with applicable laws, contains unauthorized additions or deletions, is conditional or incomplete, or contains irregularities of any kind that make the Proposal incomplete, indefinite, or ambiguous.
- The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in this RFP.

DMPS reserves the right to reject any and all proposals. DMPS reserves the right to negotiate with the selected offeror in order to best serve their needs in respect to both Evaluation Criteria and cost effectiveness

5.3 Review of Proposals

All Proposals will be considered public documents and will be available for review by interested parties following completion of the Proposal evaluation process or after the RFP has been closed for thirty (30) days or the District's issuance of a written notice of intent to award. However, if any portion of the Proposal is marked "proprietary" and is highlighted, this portion can be returned after award of contract, if requested.

5.4 Posting of RFP Recommendation

The Purchasing Department will prepare an agenda item regarding the recommendation for award for Board approval and post to the website 72 hours prior to the Board meeting.

5.5 Disposition of Proposals

All proposals become the property of DMPS. The successful proposal shall be incorporated into the resulting contract by reference.

5.6 Disclosure of Information Content

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Proposer as public information. The District's release of information is governed by Iowa Code chapter 22. Proposers are encouraged to familiarize themselves with chapter 22 before submitting a proposal submission. Proposers are advised that the District does not wish to receive confidential or proprietary information and Proposers are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire proposal submission as confidential will be deemed non-responsive and disqualify the proposal submission.

6.0 PROPOSAL EVALUATION PROCESS

This Procurement team consists of cross-functional staff from across the school district.

- The Project Managers ensure collaboration, team work and oversight on all aspects of the work plan data collection activities and associated deliverables.
- The Executive Committee consists of senior district leadership who serve as project sponsors.
- The LMS Procurement Steering Committee serves in an advisory capacity to the LMS Project Managers and LMS Software Selection Committee.
- The LMS Software Selection Committee serves as the leadership body to carry out the software selection for the Learning Management System. This group is tasked with participation in the LMS needs assessment process, formally evaluating the LMS proposer proposals, selection of the LMS proposer finalists, participate in the evaluation of the LMS proposer finalists demonstrations, and participate in the final LMS proposer selection.

The Learning Management System (LMS) Software Selection Committee shall evaluate submitted proposals. The evaluation will be based on the evaluation criteria described in Section 6, Proposal Evaluation Process of this RFP.

The LMS Software Selection Committee will apply a numerical rubric to evaluate the proposer proposals and the finalists' LMS software demonstrations. The following sections describe the evaluation process in more detail.

6.1 Preliminary Evaluation

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

6.2 Proposal Evaluation Process

Four main components make up the evaluation of the Learning Management System software proposers: 1) the written Proposal; 2) the five-year life cycle costs; 3) reference checks; and 4) the formal demonstration of the software product(s).

LMS Proposers will undergo a two-stage evaluation and selection process. The first stage (Phase I) will consist of an evaluation of the Proposers' written RFP responses. Vendors may be asked to clarify specific proposal sections. These clarifications will be included in the overall scoring process.

The analysis and scoring of the Proposers' five-year life cycle costs will be combined with the written RFP evaluation.

Following Phase I of evaluation, the DMPS LMS Software Selection Committee will develop a short list of LMS software proposer finalists. A minimum of two and a maximum of five proposer finalists will be invited to participate in the formal demonstration (Phase II) of the LMS software selection process, which will consist of LMS software demonstrations and reference checks for the finalists.

6.3 Phase I: Evaluation of Vendor RFP Responses

SUBMITTAL REQUIREMENTS/WRITTEN EVALUATION CRITERIA

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluating of the Proposal. Proposals shall be organized and sections tabbed as outlined in Section 7: RFP Format and Contents. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since the formal demonstration (Phase II) will be scripted and timing will not allow unsolicited information. Each Proposer will be ranked based on an analysis of the criteria herein addressed.

The written Learning Management System Proposals will be scored and weighted based upon the following point distribution:

Table 6-1: Submittal Requirements/Written Evaluation Criteria

Evaluation Criteria	Weighted Value
Section 1 – Executive Summary	Non Scored
Section 2 – Learning Management System (LMS) Response Forms (Appendix A)	600
Section 4.1 – Introduction Letter	Non Scored
Section 4.2 – Firm Qualification Requirements	60
Section 4.3 – Project Management Approach Requirements	60
Section 4.4 – Proposed Technical Environment	40
Section 4.5 – Proposed Solution Approach	40
Section 4.6 – Proposed Program for Enhancements and Customizations	20
Section 4.7 – Proposed Testing Strategy	20
Section 4.8 – LMS Data Conversion Strategy	40
Section 4.9 – LMS Support and Maintenance Program	40
Section 4.10 – LMS Security Strategy	20
Section 4.11 – LMS Training Approach	60
Section 4.12 – Other Services	Non Scored

Evaluation Criteria	Weighted Value
Maximum Weighted Value for Proposer's written RFP (sections 2 & 4)	**1,000**
Section 3 – Cost Proposal Five (5) Year Life Cycle Costs (Appendix B)	1,000
Maximum Weighted Value for Phase I	**2,000**

Following the evaluation of the written responses to the Learning Management System, the CELT team and the DMPS Purchasing Services Department will score the Total Cost Summary Forms (Appendix B) of the proposers' proposals. The distribution of cost points will be calculated as a percentage of cost increase as compared to the lowest cost proposal received.

Vendors should submit their LMS Five-year life cycle costs (Appendix B) in a separate envelope from the written response. Five-year life cycle costs will be used to determine the points awarded to proposers for the cost portion of the RFP. The proposer with the lowest five-year life cycle costs will be awarded 100 points. Vendors, whose prices are higher relative to the lowest cost proposal received, will be awarded points based on the weighted ratio of cost methodology. For example, if Proposer A submits a total five-year life cycle cost of $1,000,000, Proposer B submits a total cost of $1,250,000, and Proposer C submits a total cost of $1,500,000; then Proposer A would be awarded 100% of the Cost Points (100 points); Proposer B would be awarded 80% ($1,000,000/$1,250,000) of the points or 80 points; and Proposer C would be awarded 67% ($1,000,000/$1,500,000) of the points or 67 points: $1,000,000/$1,250,000=.8 x 100 = 80 points

6.3.1 Clarification of Submittals

The procurement officer may send out a request for clarification in a letter stating the areas to be covered and the date and time in which the clarification must be returned. Responses may be emailed back to meet the deadline, but a hard copy of the response must be followed up in the mail.

At each phase in the evaluation and scoring process, the District shall have the right to seek clarification with respect to any matter included or omitted in a Proposal. The determination of whether or not a clarification is appropriate is within the sole discretion of the District. The areas in which clarification may be requested will include, but not be limited to, price or cost, service and warranty, maintenance, backup, hosting, the extent to which products and services are currently available or the extent to which the same will need to be developed, issues related to personnel, trainers and training methodology, delivery and implementation of systems, and any other matter in connection with the Proposal (including any matter in which the District believes the information submitted is insufficient or omitted). The Proposer will be given an opportunity to clarify in writing, and the District may (but is not required to) adjust the score it has given a Proposer who provides clarification based upon the District's interpretation and evaluation of the written clarification. The extent to which the score may be adjusted and the interpretations of the clarification are matters solely within the discretion of the District. This process may occur after Phase 1 "Clarification of Written Proposals" and after Phase 2 "Clarification of

Demonstrations" of the evaluation process (according to the RFP Calendar). The written clarification will be deemed a part of the Proposal and shall be appended to the Proposal submitted.

6.3.2 Learning Management System Finalist Selection Process

DMPS will take each proposer's point total in the written Learning Management System RFP and Learning Management System Total Cost Form (Appendix B) and multiply the point totals by the following percentages:

Written Proposal Point Total	40%
Five-Year Life Cycle Cost Point Total	20%

The short list of proposer finalists will be determined by the highest combined point total from the written Learning Management System Proposals and Five-Year Life Cycle Costs.

The finalists will move on to Phase II of the selection process: the Learning Management System software demonstration.

6.4 Phase II: LMS Vendor Finalists Formal Software Demonstration

The finalists will be contacted by the Purchasing Department to prepare for a Learning Management System product demonstration.

The Learning Management System demonstrations will consist of a formal demonstration script. These scripts and additional questions to be covered in presentations shall be released as an addendum to this RFP. The presentations will take place at the School District's Administrative Offices between May 2 – 6, 2016.

Each proposer finalist will have its software demonstration scored and normalized to a 1,000-point total basis.

All Learning Management System finalists will have their demonstration scores combined with their scores from the written Learning Management System RFP and the Vendor Price Summary components to arrive at a final point total. The proposer points received in each category will be multiplied by the following percentages to arrive at their final score:

Evaluation Criteria	**Component Percentage**
Written RFP response	40%
Five-year life cycle costs	20%
Customer References	5%
LMS software demonstrations	35%

6.4.1 Final Clarification

The committee may decide to seek additional clarification from one or more Proposers if information is necessary to make a final decision. The Procurement Officer will email the Proposers asking additional clarification, Proposers are allowed to email back their response but must follow up with a hard copy in the mail.

Proposal scores may be adjusted in light of the new information received during final clarification.

At the committee's discretion, they may or may not request final clarification from one or more Proposer.

6.5 Basis of Award

DMPS is looking for the proposer proposal and demonstrated software solution that will deliver the highest quality system at the best value and price which most closely meets the goals and future direction of the school district.

6.6 Additional Terms and Conditions

DMPS reserves the right to add terms and conditions during contract negotiations.(I.E. District's General Terms & Conditions which may be found @ dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf). These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

6.7 Negotiations with Top-Ranked Firms

Upon completion of formal demonstration process, Proposers will be scored and ranked according to the evaluation criteria outlined in Section 6.4. The highest-scoring Proposer will be recommended to the Board for award. Upon Board approval, negotiations will begin with DMPS. Those negotiations may address any term, condition, schedule or price in the final agreement. If terms, conditions, scheduling and prices cannot be agreed upon in a timely manner, DMPS will formally terminate negotiations with the highest-ranked Proposer, and will negotiate with the next highest scoring Proposer until an agreement is reached.

7.0 RFP RESPONSE FORMAT AND CONTENTS

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

Proposal Form

A. See **Submittal Requirements** for complete details. See Section 6.3 relative to the requirement to include all in formation in the proposal.

B. Proposers should submit **one (1) original** of their proposal, including Appendices A and B, and a minimum of **twelve (12) hard copies,** to the Purchasing Services Department. In addition, Proposer shall submit **two (2) electronic copies** (CD or thumb drive) of the proposal with their response each containing the final RFP response in both Word and Excel formats. (Appendix A must be saved in Excel format.) **Please note that the original proposal should be clearly marked as the original and must contain the complete copy of this RFP.**

If a Non-disclosure Agreement is signed and confidential materials are submitted, such confidential materials shall not be included on the master CD/thumb drive. Confidential materials shall be segregated on a separate CD/thumb drive, plainly labeled.

C. Terms and conditions differing from those in this RFP may be cause for disqualification of the Proposal.

7.1 RFP Closing Date and Time

Proposals may be delivered up to but not later than 2:00 p.m., CST, Tuesday, March 8, 2016 to:

Mr. Mark Mattiussi, Purchasing
Des Moines Public Schools
1915 Prospect Road, Suite 1200

Des Moines, IA 50310
515-242-7751
Email address: mark.mattiussi@dmschools.org

So that competing proposals can be compared equally, proposers must assemble their proposals in strict adherence to the layout requirements. Failure to follow all proposal layout requirements may result in disqualification due to non-responsiveness. Each proposer is required to submit the proposal in a sealed package. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposed products and services to satisfy the requirements of the RFP. Emphasis should be placed on specific experiences and capability of performing work for similar governmental entities. Attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Proposals must be submitted on 8-1/2 x 11 white paper and shall include a table of contents properly indicating the section and page number of the information included. Elaborate bindings or other presentation aids are not required and will not enhance the overall evaluation of the Proposal. Three ring binder submittals are preferred, but will not affect scoring. (See also Section 1.3)

All responses should include a signed cover sheet and a signed Attachment A. The cover sheet should include the names, addresses and telephone numbers for the offeror, authorized contact persons, authorized signatures (i.e., the owner or other responsible person of the agency), the nearest regional office and members of the offeror's proposal team.

Proposers may recite the contents of this RFP in their proposal. However, in the event there is a discrepancy between this RFP (including subsequent addenda) and the RFP language included in offeror's proposal, the language of this RFP and its addenda shall prevail.

Information relating closely to those tasks outlined above will be weighed most heavily.

For detailed description of what is required in each Tab see sections 7.3 through 7.9.2.

7.2 Proposal Tabs – Section / Sub-Section Headings

Tab 0 - Completed Signature Page (Attachment "A") (Non-Scored)

Cover Sheet (Non-Scored)

Addenda – sign and return all Addenda (Non-Scored)

Proof of Insurance (Non-Scored)

Table of Contents (Non-Scored)

Tab 1 – Executive Summary (Non-Scored)

Tab 2 – Learning Management System Functional Requirements Response Forms (Appendix A) (Weighted Value - 60)

Tab 3 – LMS Total Cost Summary Forms (Appendix B) (Weighted Value – 20%)

Tab 4 –Technical Proposal (Weighted Value Proposal – 40%)

Tab 5 – Contract Exceptions (Non-Scored)

Please list any exceptions to the School District's Contract (Attachment "I") or legal agreement (s) or document(s) related to the solicitation. For each exception, list proposed alternative language. In addition, please provide alternative language to better protect the goals and interests of the School Board, and to provide for a turnkey implementation of the new Student Transportation Management System. Identify any problematic gaps between the License Agreement, Support and Maintenance Agreement, and Implementation Agreement.

7.3 Proposal Certification Form

Include the RFP Signature Page Sheet (Attachment "A") of this RFP with an original signature of an agent authorized to bind the company, title and all requested information.

7.4 Addenda

The Proposer must attach all addenda to this RFP that it has received, indicating the addenda number and the date issued. It is the proposer's responsibility to ensure that they have responded to all addenda, and that all are included in their RFP response.

Any changes to the RFP will be issued as an addendum and transmitted electronically as stated herein.

7.5 Table of Contents

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

7.6 Executive Summary (Tab 1)

The Executive Summary shall summarize the contents of the technical proposal in a way that gives readers a broad understanding of the entire proposal. Vendors should provide an overview of the LMS Product including screen shot illustrations of key product capability as any supporting attachment to their RFP submission.

7.7 Learning Management System RFP Response Forms (Tab 2)

The Learning Management System RFP Response Form, found in Appendix A shall be completed and included with the Proposal.

7.8 LMS – Total Cost Summary Forms Instructions (Tab 3)

The Learning Management System Total Cost Summary Forms (Appendix B) must be used by the Proposer to provide the necessary pricing data for the Proposal evaluation. The Learning Management System Total Cost Summary Forms consist of six (6) tabs. Tabs 1 through 5 are for the purpose of capturing the total five-year Learning Management System cost for a ***Vendor-hosted environment***; while Tab 6 is provided to list the Vendor Consultant Hourly Rates.

The cost forms must be submitted under a separately sealed envelope to comply with the evaluation procedure. The Proposer's response must contain all prices as defined on these forms. Proposers choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective proposals differing from one another. Should additional forms be required they must be clearly marked as "1 of _" to allow for appropriate evaluation.

The proposal must provide cost forms, which reflect implementation costs of all LMS components. DMPS is interested in a single fixed price enterprise license for operation of the proposed components of the Learning Management System throughout the school district.

The costs must be specified separately as follows:

- Learning Management System Total Cost Summary (Cost Form 1)
- Learning Management System Installation Services (Cost Form 2)
- Learning Management System Training Services (Cost Form 3)
- Required System Software (district-wide license) (Cost Form 4)
- Vendor Hosted Cost Summary (Cost Form 5)
- Consultant Hourly Rates (Cost Form 6)

7.8.1 Individual Form Instructions

This section describes the necessary information to be provided on each required cost form.

Vendor-Hosted LMS Total Cost Summary (Cost Form 1)

The Vendor-Hosted LMS Total Cost Summary (Cost Form 1) is included as an aggregate of all detailed cost sheets. This summary sheet addresses the following components for DMPS:

- LMS Software Enterprise Licenses
- 1st Year, 2nd through 5th year, and Five-Year Software Maintenance
- Vendor Implementation Project Management
- Learning Management System Installation
- Configure/Customize LMS to DMPS requirements
- Appendix A – LMS Functional Requirements customization – this includes the cost of development for extending the proposer's product to meeting all the functional requirements listed in Appendix A.
- Report Development Assistance
- LMS Operational Process Redesign Assistance – this includes consulting support in assisting DMPS in aligning their LMS business processes as necessary.
- LMS data conversion and import services
- Integration with other District systems
- Training costs to train the entire DMPS staff on the LMS
- Training costs for a Train-the-Trainer option for the LMS
- Refresher training at the 6 month and 1-year intervals

The Proposer must specify the total cost of the total solution on this form.

DMPS is expecting to purchase a packaged solution for a firm fixed cost. Any development or customization needed to produce the required functionality as specified in the RFP must be accounted for in the price the Proposer specifies for that application set component. The Installation Services Total is to be taken from the LMS Installation Services Form (Cost Form 2).

Learning Management System Installation Services (Cost Form 2)

Vendor-supplied LMS Installation Services are to be recorded on LMS Installation Services (Form 2). DMPS anticipates the following types of Installation Services to be supplied by the Proposer:

- On-site Implementation Project Management with DMPS Project Manager / Observers
- Configure/Customize LMS to DMPS requirements
- Appendix A – LMS Functional Requirements customization – this includes the cost of development for extending the proposer's product to meeting all the functional requirements listed in Appendix A.
- Report Development Assistance

- LMS Operational Process Redesign Assistance – this includes consulting support in assisting Learning Management personnel in redesigning their LMS business processes.
- Application Installation, implementation
- Application tailoring/customization to meet DMPS requirements
- LMS customized report development
- LMS implementation rollout assistance
- Bi-directional integration with the SIS
- Bi-directional integration with the HR system
- Import of State Standards and DMPS Curriculum
- Import of DMPS Common Assessment Items

These costs will be included in the Total Price column of the LMS Total Cost Summary (Cost Form 1).

Learning Management System Training Services (Cost Form 3)

Vendor-supplied LMS Training Services are to be recorded on LMS Training Services (Form 3). Cost Form 3 provides the number and types of DMPS administrative and instructional staff that need to be trained in the new LMS. The Proposer should list the length of the training (in hours) required by each course training module. The total DMPS staff training hours will automatically produce the Total Training hours required. Proposers will then have sufficient information to determine the cost of training for each training module category. Proposers should plan for a class size of 20 participants. Please refer to Section 4.11.4 for determining the number and types of LMS training classes required. Vendors should calculate the costs for two training options:

1) Training the entire DMPS LMS users, and

2) Train-the-Trainer model to certify DMPS trainers to level equivalent to the proposer's training staff.

In addition, DMPS may need to utilize proposer trainers to augment its own district trainers on a time and materials basis. Please include the cost for that option as well.

LMS training costs will be automatically transferred to the appropriate line of the Total Price column of the LMS Total Cost Summary (Cost Form 1).

Required System Software (Cost Form 4)

LMS Proposers should include any additional System Software required to properly operate their proposed LMS solution by completing Cost Form 4 – Required System Software costs for its Vendor-Hosted solution.

Provide the following cost information on required Relational Database Management System Software or Commercial Report Writers Including:

- Software license costs
- Documentation costs
- 1st year, 2nd through 5th year, and total maintenance costs
- Other costs

Required System Software costs will be automatically transferred to the appropriate line of the Total Price column of the LMS Total Cost Summary (Cost Form 1).

SIS training costs will be automatically transferred to the appropriate line of the Total Price column of the LMS Total Cost Summary (Cost Form 1).

Required System Server Hardware (Cost Form 5)

The Proposer must specify the total hardware configuration and costs to support the operation of the Learning Management System for the entire District if the Proposer separately prices out hardware costs for its Vendor-Hosted solution.

It is anticipated that one or more servers will be required to meet the Learning Management System performance specifications of this RFP. Proposers should provide sufficient detail so that the District can properly evaluate the hardware required for the Learning Management System application.

The total hardware and hardware maintenance costs will be automatically transferred to the appropriate line of the Total Price column of the Learning Management System Total Cost Summary (Cost Form 1).

Vendor Consultant Hourly Rates (Cost Form 6)

Hourly rates for staffing are to be recorded on the Vendor Consultant Hourly Rates Form (Cost Form 6)

- Cost of “Data Conversion Specialist”
- Cost of “Application Programmer”
- Cost of “Systems Analyst”
- Cost of “Applications Training Specialist”

This cost schedule will be used if DMPS wants to purchase additional support services. The rates must be effective for the duration of the contract.

DMPS will consider outsourcing the management of the LMS database to the proposer as well as purchasing additional days of LMS training. Please factor this into your pricing solution.

7.9 Technical Proposal (Tab 4)

The technical proposal shall be organized into the Table of Contents as outlined below. **Proposers should reference Section 4 of this RFP for an explanation of the contents of each section.**

Table of Contents

4.1 Introduction Letter signed by an authorized agent of the business/corporation with proof of authorization from the business/corporation (Introduction to the Technical Proposal)

4.2 Firm Qualifications Requirements **(Total 60 points)**

4.2.1 Firm History and Background **15 points**

4.2.1.1 General Information about the Proposer's organization

4.2.1.2 Identification whether the firm is the prime Proposer or subcontractor on this project

4.2.1.3 Date Established

4.2.1.4 Corporate Office Location

4.2.1.5 Licenses & Certifications

Present status and projected direction of business.

4.2.1.6 Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Iowa businesses submit documentation from the state in which the business was formed and documentation from the State of Iowa providing authorization to perform business in the state of Iowa.

4.2.1.7 Federal Identification Number of firm.

4.2.1.8 Ownership interests

4.2.1.9 Active Business venues (counties, states, etc.)

4.2.1.10 Present status and projected direction of business

4.2.1.11 Number of technical and service staff available to support installation, training, documentation, and maintenance efforts

4.2.1.12 Number of technical staff devoted to new product development and/or enhancements to current Learning Management System project

4.2.2 Firm Required Financial Information **15 points**
All respondents shall supply their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet. Respondents should also supply bank references and Dun and Bradstreet report (if available).

4.2.3 Customer References **10 points**

Please provide at least three (3) school district references for the LMS with the current software release fully implemented and a student enrollment of 30,000 students or more.

4.2.4 Project Team Organization Chart/Structure **10 points**

The organization chart should include the Proposer's and ***DMPS provided resources*** as defined in Table 4.1 to provide DMPS an understanding as to how the Proposer envisions utilizing its and DMPS's resources.

4.2.5 Project Team Staffing **10 points**

The Proposer must define the roles and responsibilities of each of its assigned staff. In addition, please provide complete resumes of each staff member. Resumes should include work history related to LMS or SIS installation assignments. In addition, the Proposer should discuss the roles and responsibilities of DMPS provided resources.

4.3 Project Management Approach Requirements **(Total 60 points)**

Approach and Methodology – The Firm's approach and methodology of how the services herein addressed will be provided.

4.3.1 Project Workplan **25 points**

4.3.1.1 DMPS Expectations

4.3.2 Workplan Management Approach **5 points**

4.3.3 Risk Management Approach **5 points**

4.3.4 Change Management Approach **5 points**

4.3.5 Issues Management Approach **5 points**

4.3.6 Quality Management Approach **5 points**

4.3.7 Knowledge Transfer Approach **5 points**

4.3.8 Communications Plan **5 points**

4.4 Proposed Technical Environment **(Total 40 points)**

4.4.1 Network Infrastructure **10 points**

4.4.2 System Infrastructure **10 points**

4.4.3 Database **10 points**

4.4.4 Software **10 points**

4.5 Proposed Solution Approach **(Total 40 points)**

4.5.1 Approach to Meeting LMS Requirements **20 points**

4.5.2 Approach to Interfacing with Other DMPS Mission-critical Applications **20 points**

4.6 Proposed Approach to Enhancements and Customizations **(Total 20 points)**

4.6.1 Approach to Enhancing LMS Software **10 points**

4.6.2 Software Customizations for DMPS **10 points**

4.7 Testing Strategy **(Total 20 points)**

4.7.1 Approach and Description of Testing Strategy **10 points**

4.7.2 Approach to Testing Documentation **5 points**

4.7.3 Approach to Using Testing Tools **5 points**

4.8 Learning Management System Conversion Strategy **(Total 40 points)**

4.8.1 System Conversion Critical Success Factors **10 points**

4.8.2 Approach to Data Conversion **10 points**

4.8.3 Overview of the Data Conversion Process **10 points**

4.8.4 Approach to Conversion Documentation **10 points**

4.9 LMS Software Support and Maintenance Program **(Total 40 points)**

4.9.1 Warranty **10 points**

4.9.2 Ongoing LMS Software Maintenance Program **10 points**

4.9.3 Ongoing Program for LMS Product Enhancement **10 points**

4.9.4 Customer Call Center (Helpdesk) Management **10 points**

4.10 Security Strategy **(Total 20 points)**

4.10.1 Security Architecture **10 points**

4.10.2 Managing Security **10 points**

4.11 Training Approach **(Total 60 points)**

4.11.1 Training Philosophy **5 points**

4.11.2 Training Methodology **5 points**

4.11.3 Development of a Training Plan **10 points**

4.11.4 Vendor LMS Curriculum and Training Modules **15 points**

4.11.5 Vendor LMS Training Options **15 points**

4.11.6 Samples of Training Curriculum **10 points**

4.12 Other Services **(Non Scored)**

Services relevant to this contract that are in addition to the duties as outlined in the Scope of Services can be submitted in this section

7.9.1 Attachments

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

8.0 TERMS AND CONDITIONS

The following terms and conditions shall govern the submission of proposals and any agreement resulting from this procurement. Vendors, by virtue of submission of a proposal, acknowledge and accept these terms and conditions. Vendors shall note that the use in the specifications of any term or phrase typically associated with particular commercial available systems is coincidental and not intended to imply preference or bias toward that system.

DMPS reserves the right to reject without further evaluation any RFP proposal which deviates substantially from the stated terms and conditions, or which offers terms and conditions less favorable to DMPS than those set forth in this section.

The RFP document, Proposer's submittal and the listed Terms and Conditions are all considered to be part of the final agreement and contract with the selected proposer.

SELECTED TERMS AND CONDITIONS FROM THE MASTER SOFTWARE AND SERVICES AGREEMENT

8.1 Definitions

As used in this Agreement, the following terms have the following meanings:

"**Acceptance Test**" means the conduct of the series of tests and protocols specified in the Project Documents for a particular Deliverable, the successful completion of which signify the successful delivery of such Deliverable. In the case of a documentary Deliverable, the Acceptance Test for such Deliverable shall mean the review by DMPS of such documentary Deliverable and certification that such Deliverable complies in all material respects with the requirements for such documentary Deliverable.

"**Affiliate**" means any entity controlled by, controlling, or under common control with, a party, where "control" means the possession of the power, directly or indirectly, to direct the management and policies of a party whether through the ownership of voting securities, contract or otherwise.

"**Acquired Technology**" means software (including object code, source code, and Documentation (including, without limitation, Source Code Documentation)), hardware, firmware, or the combination of any of the foregoing in a computer system developed for District under this Agreement, and modifications of Contractor Software, other than Minor Modifications, developed for District under this Agreement.

"**Business Day**" means a day in which general business operations of DMPS are conducted, whether or not schools are open, but shall not include any day in which the general business offices of the school district are closed. All other references to "days" refer to calendar days.

"**Contractor Elements**" means toolkits, compilers, and other basic components of Acquired Technology as to which the parties agree that Contractor or a third party shall retain ownership or that are nonproprietary in nature and available through the public domain.

"**Contractor Software**" means software, including, without limitation, Acquired Technology, and Documentation for such software over which Contractor or a third party is to retain ownership, or that are non-proprietary in nature and available through the public domain.

"**Change Order**" shall mean a modification or clarification of the Project Documents that is duly adopted by the Parties in accordance with the Scope Management Process as set forth in the contract.

"**Change Request**" shall mean a request by a Party for a Change Order made in accordance with the Scope Management Process.

"**Confidential Information**" shall mean and include (1) student records and reports that are confidential and exempt from disclosure under Federal and Iowa Statutes, (2) DMPS employee personnel files that are confidential and exempt from disclosure under IA Statutes, and (3) any other information, record, or document that is confidential or subject to privacy protection as otherwise provided by law, including but not limited to DMPS's and Contractor's Proprietary Information.

"**Commencement Date**" shall mean contract signing date.

"**Critical Deliverable**" shall mean a Deliverable, the acceptance of which is necessary for the release of any significant component of Software into Production, as more specifically identified in the Project Documents.

"**Critical Task**" means any task identified in the scope of work for this Agreement as critical and required to be performed by a specified date.

"**Development Services**" means software development services provided by Contractor to DMPS, the scope of which shall be set forth in this Agreement.

"**Documentation**" means all operator guides, operating procedures (including any special yearend procedures), user manuals, training aides, installation guides, functional and detailed specifications and other technical documents with respect to a System Deliverable or any portion or component thereof

"**Final Deliverable**" means all the physical items, end products and / or measurable results which may consist of hardware, software, services, processes, documents or any combination as specified in any and all parts of DMPS's RFP # 7370 including any document or contract associated with the Learning Management System project.

"**Initial Acceptance**" means the successful completion of Pre-Service Testing / Acceptance testing as specified in Section 4.7 and based on Performance Standards specified in Section 3.2.

"**Minor Modifications**" means bug fixes and other nonmaterial revisions of the Contractor Software that DMPS has not funded.

"**Non-Appropriation**"(as defined in Section 1.3 Availability of Funds) means if the current year budget and/or any subsequent years covered under the Agreement issued pursuant to this RFP does not appropriate sufficient funds for the program, the Agreement shall be of no further force and effect. In this event, DMPS shall have no liability to pay any funds to the Contractor or furnish any other considerations under the Agreement, and the Contractor shall not be obligated to perform any provisions of this Agreement.

"**Object Code**" means the form of a computer program that may be loaded for execution without intervening process other than the use of a program loader, linkage editor, or similar computer program.

"**Project Plan**" means the Project Plan to be developed by the Parties pursuant to the Statement of Work outlining the schedule for performing the Services and Deliverables under the Agreement.

"**Requirements Services**" means consulting services provided by a Contractor to assist DMPS in defining its computer and/or telephony system and other technology requirements, the scope of which is set forth in this Agreement.

"**Services**" means, collectively, the Development Services, Requirements Services, Support Services, and Training including, but not limited to, accurate and complete data conversion from the existing system, report development, and generation of forms and invoices.

"**Services Deliverable**" means any Requirements Services, Support Services, or Training to be provided by Contractor.

"**Source Code**" means a human-readable form of computer programming code that can be modified, compiled, and executed, and all related Source Code Documentation.

"**Statement of Work**" means the statement of work attached hereto as Exhibit TBD, as the same shall be modified or amended in accordance with the Agreement and which shall include the specifications listed in Exhibit TBD of the Master Services Agreement.

"**Support Services**" means computer software or hardware maintenance and support services, telephony maintenance and support services, for any System Deliverables, or any combination of the foregoing types of maintenance and support services provided by Contractor to DMPS, the scope of which is set forth in this Agreement.

"**System Deliverable**" means any Acquired Technology and Contractor Software, including Minor Modifications, to be delivered or provided by Contractor to DMPS under this Agreement and may include, without limitation, software source and object code, equipment, firmware, microcode, designs, reports, studies, and Documentation.

"**Training**" means training provided by Contractor personnel to DMPS's employees and consultants in the operation technology and technology systems developed for or otherwise provided to DMPS by Contractor.

8.2 Products and Services to be provided by Contractor

8.2.1 General Scope

Contractor shall provide to DMPS, on the terms and conditions set forth in this Contract, all products and services required for the development, installation, and maintenance of the LMS as defined in the RFP # 7370, Learning Management System, other than the provision of hardware and Third Party Software expressly excluded under the terms of this Contract and the responsibilities expressly reserved to DMPS as set forth in the Statement of Work. Without limiting the generality of the foregoing, Contractor shall provide all those Services and Deliverables as are set forth in the Statement of Work.

8.2.2 Option to Add Schools and Students

The current contract calls for the number of schools and students defined in the school district as of January 2016. During the term of this Contract, DMPS may construct, expand, or take responsibility for Additional Schools and Students and Contractor will provide the appropriate services at no additional cost. DMPS may elect separately for each Additional School to receive Training Services for such Additional Schools. DMPS's election to receive Services for additional schools shall not be treated as a Change Request (or Change Order or Work Order) and not subject to the Scope Management Process.

8.2.3 Order of Precedence

This Agreement, the Exhibits and Attachments attached hereto, the RFP and the RFP Addenda, the Proposal, and the Proposal Addenda are to be interpreted so that all of the provisions are given as full effect as possible. In the event of a conflict between these documents, the order of precedence shall be: first, the Agreement; second, any Exhibit or other attachment to the Agreement; third, the RFP Addenda; forth, the RFP; fifth, the Proposal Addenda, and sixth, the Proposal. Notwithstanding the foregoing, nothing contained in the RFP, RFP Addenda, Proposal or Proposal Addenda shall be deemed to affect the Pricing Schedule or the "not to exceed" price (and shall in no event exceed any component of the price as shown on the Pricing Schedule) for the Services and Deliverable to be provided under the Agreement as set forth in the Pricing Schedule.

8.2.4 Software Maintenance Services

During the term of this Contract, Contractor shall provide all services required by DMPS to maintain and upgrade the LMS Software as set forth in the Contractor Software Maintenance Agreement. The Maintenance Services Fee may be increased by Contractor to Contractor's prevailing level for similar maintenance services to similar customers, but in no event increased each year by more than the consumer price index (CPI); specific index to be negotiated with awarded

proposer after Board award. Nothing herein shall be deemed to obligate DMPS to purchase maintenance services beyond the term of this Contract.

8.2.5 Adoption of Updates, etc.

In creating and delivering the Maintenance Materials, Contractor shall use its best efforts to avoid the need of DMPS to upgrade any Platform Software.

8.2.6 Delivery of Source Code and Documentation

In connection with the delivery of each component of Licensed Software for which Contractor has granted or is obligated to grant rights to DMPS with respect to Source Code, Contractor shall at the same time deliver Source Code in standard machine-readable formats sufficient to generate the Object Code of the Licensed Software or component thereof being delivered, together with all Documentation of such Source Code. Source code will be distributed at no cost via downloading from the secure Contractor website. For all other forms of distribution, there will be a mutually negotiated fee charged to DMPS.

8.2.7 Electronic Delivery

All Deliverables of Licensed Software and Documentation required or permitted under the terms of this Contract shall be delivered from a point of transmission outside of facilities owned or operated by DMPS by electronic transmission via common telecommunications carrier or the public Internet to and for storage within computing hardware and electronic storage devices owned or under the control of DMPS. No tangible media Object Code, Source Code, or Documentation shall be delivered to the possession and/or ownership of DMPS.

8.2.8 Standard of Care

Contractor shall perform all Services in accordance with best practices in the development of computer software.

8.2.9 Request for Information

In the event of a request for redacted (confidential) information is sought, the School District will notify Proposers of requests for information and give them no less than ten (10) and no more than twenty (20) calendar days to seek an injunction to prohibit the dissemination of confidential information to the requested party, the Proposer(s) will be responsible for all costs associated with this action.

8.2.10 Acceptance of Deliverables; No Waiver

Delivery of a Deliverable shall not be deemed complete unless and until the Deliverable shall have successfully completed the Acceptance Tests specified for such Deliverable. In the event that a Deliverable shall not satisfy the

requirements of the applicable Acceptance Test, Contractor shall promptly correct and/or revise the Deliverable such that the Deliverable shall satisfy the requirements of the specified Acceptance Test and shall continue to correct and/or revise the Deliverable until such time as the Acceptance Test for such Deliverable shall have been completed successfully to DMPS's satisfaction. No failure to object or inaction on the part of the DMPS shall be deemed an acceptance of any Deliverable under this Contract, nor to delay or waive the due date for any Critical Deliverable, except that DMPS's use of the Deliverable in Production shall be deemed its acceptance. In the event DMPS fails to meet its obligations for timely review of Deliverables, Contractor may notify DMPS in writing and, if five business days pass without DMPS acceptance or rejection, Contractor may elect to invoke the Issue Resolution Process. Upon the invocation by Contractor of the Issue Resolution Process, the due date for any subsequent Deliverable that is dependent on the Deliverable for which DMPS review is not yet complete shall be extended by the amount of time by which such delay by DMPS reasonably delays Contractor's ability to deliver such subsequent Deliverable.

8.2.11 Third-Party Software Procurement

DMPS may elect to purchase licenses to one or more items of Third Party Software products itemized in the Pricing Schedule, by issuing a purchase order for the same to awarded Contractor. Contractor shall thereafter arrange for the delivery of the same to the DMPS, by electronic means to the maximum extent made possible by the licensor of such Third Party Software. In such event, DMPS shall pay the price for such items in accordance with the price, formula or method set forth in the Pricing Schedule. Provided that license rights for such Third Party Software shall run directly to DMPS from its respective licensor, DMPS's rights with respect to such Third Party Software shall be solely those rights (including rights to install, use and make derivative works) conveyed under the respective licensor's license agreements. In the event that Contractor acts as a sub-licensor to DMPS of such Third Party Software, Contractor shall assign to DMPS or otherwise assure to DMPS that DMPS has all rights to such software as it would have under the licensor's prevailing direct end user license agreements. Contractor shall arrange for DMPS to contract with the licensor of such software for customary maintenance and update services.

8.2.12 No Obligation of the DMPS

Nothing herein, however, shall require the DMPS to purchase any Third Party Software other than Licensed Software from Contractor and DMPS shall be free in its sole discretion to select any proposer it so chooses for such purchases.

8.2.13 Documentation Standards

In connection with the delivery to DMPS of each installment, component or version of the Licensed Software or Maintenance Materials, Contractor shall

provide all Documentation reasonably required for the configuration, installation, testing, maintenance, and operation of such installment, component, or version, as required by the Statement of Work. Technical Documentation shall be in most cases in the form of electronic tutorials and written in a manner sufficient to enable a software engineer or programmer ordinarily skilled in the art and in the use of the Platform Software to maintain such software with commercially reasonable effort, to make reasonable modifications and enhancements for maintenance of existing functionality, and to aid in isolating and correcting design or functional errors in the Licensed Software. Documentation of user instructions shall be in accordance with best industry practices for similar software. Acceptance testing shall include review of associated Documentation for compliance with these standards.

8.2.14 Changes in Scope of Services

A. DMPS may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the respondent that the scope of the project or of the respondent's services has been changed, requiring changes to the amount of compensation to the respondent or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by DMPS Representative, DMPS's Director of Purchasing and Warehouse, and the respondent.

B. If the respondent believes that any particular work is not within the scope of services of the contract, is a material change, or will otherwise require more compensation to the respondent, the respondent must immediately notify DMPS's Representative in writing of this belief. If DMPS's Representative believes that the particular work is within the scope of the contract as written, the respondent will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope. The respondent must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. DMPS reserves the right to negotiate with the awarded respondent(s) without completing the competitive RFP process for materials, products, and/or services similar in nature to those specified within this RFP for which requirements were not known when the RFP was released.

8.2.15 Modifications Due to Public Welfare or Change in Law

DMPS shall have the power to make changes in the contract as the result of changes in law and/or rules of DMPS to impose new rules and regulations on the respondent under the contract relative to the scope and methods of providing services as shall from time-to-time be necessary and desirable for the public welfare. DMPS shall give the respondent notice of any proposed change and an

opportunity to be heard concerning those matters. The scope and method of providing services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the respondent. In the event any future change in Federal, State or County law or rules of DMPS materially alters the obligations of the respondent, or the benefits to DMPS, then the contract shall be amended consistent therewith. Should these amendments materially alter the obligations of the respondent, then the respondent or DMPS shall be entitled to an adjustment in the rates and charges established under the contract. Nothing contained in the contract shall require any party to perform any act or function contrary to law. DMPS and respondent agree to enter into good faith negotiations regarding modifications to the contract which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the contract, DMPS and the respondent shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the respondent directly and demonstrably due to any modification in the contract under this clause.

8.3 Intellectual Property Rights and Confidential Information

8.3.1 Object Code License

Contractor grants to DMPS a perpetual, non-exclusive, non-transferable, non-refundable royalty-free right and license to install and use the Object Code of all Licensed Software on any, some or all computing devices used by or for the benefit of DMPS in connection with the operation of DMPS, effective on delivery of each component or installment thereof, subject only to payment therefore as provided in this Contract and the Pricing Schedule. The right granted by this paragraph shall extend to the right of contractors to DMPS, other government agencies, students, parents, health care providers, and other End Users who have a reasonable need to avail themselves of the services provided by the LMS for the sole purpose of conducting DMPS business, to use the Licensed Software by remote or local access, and to install and use any applets or plug-ins that are part of the Licensed Software and are provided for the purpose of using or facilitating the use of the Licensed Software or any portion thereof on a remote or client basis. The DMPS shall not sublicense any rights granted to DMPS under this Contract.

8.3.2 Rights to Source Code

If Vendor, whether directly or through a successor of affiliate, shall cease to be in the software business, or cease to support the submitted application, or if proposer should be declared bankrupt or insolvent by a court of competent jurisdiction, DMPS shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source program of the object programs supplied under this agreement, and single copy of the documentation

associated therewith, upon payment to the person in control of the source program the reasonable cost of making each copy. Each source program supplied to DMPS shall be subject to each and every restriction on use set forth in the request for proposal. It is DMPS's preference that source code is delivered to DMPS upon software installation and upon each and every enhancement delivered to DMPS. Vendors must stipulate their policy regarding source code.

The ability of DMPS to access its data, even following a major default or any interruption in the business of the Proposer or interruption of its delivery of service, is of crucial importance to DMPS. Therefore, the Proposer shall identify the means by which it will offer and accomplish the following:

a. Source code, manuals, and documentation relating to the software proposed shall be provided to DMPS on a periodic basis, commencing with all source code and documentation for the system as of the date of the contract, and shall be updated at least every four months thereafter.

b. The Proposer must identify any restrictions and limitations on the use of the source code, including any updates thereto, and documentation. If an escrow arrangement will be required, there must be means of verifying the delivery into escrow and confirmation that the escrow agent will be reasonably suitable and approved to the reasonable satisfaction of DMPS.

c. DMPS will not use the source code and documentation unless the Proposer is unable, or refuses, to provide or allow access to the data on the system platform. The Proposal must include reasonable means by which DMPS will take the source code and documentation, updated at least every four months, out of escrow (if an escrow is required)."

8.3.3 Documentation License

Upon delivery to DMPS of Documentation other than documentation of Third Party Software, Contractor grants to DMPS a non-exclusive, perpetual, royalty-free right and license to copy, make derivative works, distribute and display such Documentation to authorized users of the LMS. In the case of Documentation containing Proprietary Information of Contractor, the distribution of copies of such Documentation shall be limited to Persons with a reasonable need to know such Proprietary Information in connection with their activities for DMPS who are bound by obligations of confidentiality at least as strict as the obligations of confidentiality of DMPS to Contractor with respect to the particular materials being delivered or proposed to be delivered.

8.3.4 Software Acquired from Third Parties

Contractor does not hold any third party source code.

8.3.5 Disclosure of Proposal Content

A. All material submitted becomes the property of DMPS and may be returned only at DMPS's option. DMPS has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

B. Any portion of the RFP that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposer, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the District with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

C. In the event of a request for redacted (confidential) information is sought, the School District will notify Proposers of requests for information and give them no less than ten (10) days to seek an injunction to prohibit the dissemination of confidential information to the requested party, the Proposers(s) will be responsible for all costs associated with this action.

8.3.6 Security and Confidentiality

The successful respondent shall comply fully with all security procedures of DMPS in performance of the Contract. The successful respondent or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of DMPS. The successful respondent shall not be required to keep confidential information or material that is publicly available through no fault of the successful respondent, material that the successful respondent developed independently without relying on DMPS’s confidential information or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the successful respondent shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

8.3.7 Rights in Data

DMPS is and will remain the owner of all data provided to Contractor by DMPS pursuant to this Contract. Contractor will not use such data for any purpose other than providing Services and support to customer under this Contract, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Contractor. Contractor will

not possess or assert any lien or other right against such data. DMPS agrees not to provide or otherwise make the Licensed Software available in any form to any person, except in strict conformity with the licenses expressly granted under this Contract.

8.4 Warranties

Contractor represents, warrants, and covenants to DMPS as follows:

8.4.1 Performance of Deliverables and Licensed Software

For a period of one (1) year from the Project Completion each Deliverable and all Licensed Software shall perform in accordance with all Specifications, Documentation, and any other criteria set forth herein in the computer hardware and/or software environments set forth herein.

8.4.2 Software Limitations

At the time of installation, no software comprising a Deliverable or licensed hereunder shall contain any virus, "Trojan horse," timer, clock, counter, or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created (a "Software Limitation"). Contractor shall not include any such Software Limitation in any Maintenance Materials provided to DMPS. Contractor also shall use all reasonable practices and security procedures necessary to avoid insertion of Software Limitations prior to installation of any Deliverable. Any Deliverable shall operate compatibly with major commercially available virus protection programs that DMPS may use. Further, no Software Limitation shall be triggered by: (i) any Deliverable being used or copied a certain number of times, or after the lapse of a certain period of time; (ii) any Deliverable being installed on or moved to a central processing unit or system that has a serial number, model number, or other identification different from the central processing unit or system on which such Deliverable or licensed software originally was installed; or (iii) the occurrence or lapse of any similar triggering factor or event.

8.4.3 Accuracy of Documentation

All Documentation shall be complete and describe the applicable Deliverable and components thereof accurately so as to enable a staff consisting of a reasonable number of information systems professionals with ordinary skills and experience to utilize the Deliverable for the purposes for which it is being acquired by or intended for use by DMPS. All Source Code Documentation shall describe the Source Code and all components thereof accurately so as to enable computer programmers of ordinary skill and experience who are knowledgeable of the

subject matter to utilize the source code to understand, support, modify, and otherwise use the software to which it relates.

8.4.4 Non-infringement

No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind. Lawful use by DMPS of the LMS Software in accordance with the Specifications does not require DMPS to secure rights to use Platform Software or other Third Party Software (whether acquired through Contractor or through or from others) except for those specific items identified in the Statement of Work in the quantities and/or for the categories of users set forth in the Statement of Work.

8.4.5 Authority

Contractor has full power and authority to enter into this Contract and to perform hereunder and there under, and such entry and performance do not and shall make diligent effort including investigation and review to ensure any rights of any third party are not violated.

8.4.6 No Claims

There is no action, suit, proceeding, or material claim or investigation pending or threatened against it in any court, or by or before any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, or before any arbitrator of any kind, that, if adversely determined, might adversely affect any Deliverable or restrict Contractor' ability to complete the transactions contemplated by this Contract, or restrict DMPS s right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

8.4.7 Third-Party Warranties

Contractor has the right to assign and transfer to DMPS all of Contractors' rights under any and all warranties received from the supplier (other than Contractor) of any component of any Deliverable, and has the right to assign or transfer to DMPS such supplier's warranties.

8.4.8 Title

Contractor has full title and right to license and deliver to DMPS, all Deliverables, including without limitation software owned by Contractor and Third Party Software (other than DMPS Supplied Software).

8.4.9 Disclaimer

The foregoing warranties, together with any other warranties set forth in this agreement, are in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

8.4.10 Assignment of Warranties

If under this Contract, Contractor procures goods or services for the DMPS; Contractor shall assign or otherwise transfer to DMPS, or afford DMPS the benefits of, any manufacturer, licensor, or other provider's warranty for such goods and/or services.

8.5 Other Obligations of Contractor; Insurance, Indemnities

8.5.1 Compliance with Laws and Regulations

The respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify DMPS and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by respondent, its representatives, subcontractors, sub consultants, professional associates, agents, servants, or employees. Additionally, respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Iowa, DMPS, or municipalities when legally required and maintain same in full force and effect during the term of the contract.

8.5.2 Contract/Respondent Relationship

DMPS reserves the right to award one or more contracts to provide the required services as deemed to be in the best interest of DMPS.

Any awarded respondent shall provide the services required herein strictly under a contractual relationship with DMPS and is not, nor shall be, construed to be an agent or employee of DMPS. As an independent respondent the awarded respondent shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The respondent shall be responsible for all income tax, FICA, and any other withholdings from its employees or sub-respondent's wages or salaries. Benefits for same shall be the

responsibility of the respondent including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

The independent respondent shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent respondent shall not be provided special space, facilities, or equipment by the DMPS to perform any of the duties required by the contract nor shall DMPS pay for any business, travel, or training expenses or any other contract performance expenses not specifically set forth in the specifications.

Prior to commencing work the successful respondent will be required to sign a written contract incorporating the specifications and terms of the Request for Proposal and the response thereto. Any contract awarded as a result of this RFP shall begin on or about June 1, 2016, and continue through August 31, 2021. If the District exercises its renewal option or options, the contract, conditions, and prices shall either be the same as the original contract, conditions, and prices or must be the most favorable price, conditions, and term then being offered for systems and services by proposer.

The independent respondent shall not be exclusively bound to DMPS and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for DMPS.

8.5.3 Staffing and Management

During the term of this Contract, Contractor shall not reassign or modify the operational authority of the management personnel listed in the Scope Management Process without the consent of DMPS, except (a) upon request by DMPS, (b) as the result of the termination by Contractor of the employment of the affected person, or (c) upon reasonable request initiated by such affected person. Contractor shall furthermore refrain from reassigning or reallocating work on the Project if a reasonably foreseeable consequence of such reassignment or reallocation would be to require the repetition of work or delay in the completion of the delivery of any Deliverable. Notwithstanding the foregoing, upon request by DMPS for a change in such management personnel, Contractor shall use commercially reasonable efforts to remove and replace such individual Contractor personnel assigned to the Project in a timely fashion.

8.5.4 Use of Contractors

Prior to subcontracting any portion of the Services, Contractor shall notify DMPS of the proposed subcontract and proposed subcontractor, including without limitation any legal entity and/or any individual not in the exclusive employ of

Contractor who would be involved in any manner in the Services, other than activities relating the development of the LMS software product. The notice should provide background information with respect to the proposed subcontractor that is appropriate to the nature and scope of the subcontractor's activities. In the event DMPS objects to such subcontractor, Contractor shall not use such subcontractor in connection with such work. No subcontractors have yet been approved by DMPS as of the execution of this Contract. No subcontracting or other arrangement shall release Contractor from its responsibility for its obligations under this Contract. No subcontractor may be engaged unless such subcontractor and each of its employees providing services on the relevant engagement certifies in writing such qualifications as are required by DMPS for contractors generally, and agrees in writing to guard the confidentiality of Proprietary Information of DMPS to the same standard of care as binds Contractor under this Contract and agrees in writing, prior to commencing work, that all work is a "work for hire" under the Copyright Laws of the United States and that in the event that such work is not eligible for treatment as such a work for hire, such subcontractor presently, prospectively and irrevocably assigns any copyrights in such work to Contractor. Use of such contractors shall also be conditioned on contractors' compliance with any insurance requirements otherwise applicable to Contractor, except that the applicable limit shall be $2,000,000, combined limit. DMPS may require delivery of reasonable evidence of compliance as a condition of consent.

8.5.5 Work Performed on District Property

Contractor shall comply with the following:

a) Identification: When performing work on District property, Contractor shall be in full uniform at all times. Uniforms must include shirt with attached Contractor company identification. All such persons must also carry photo identification and must present it to any District personnel upon request. If Contractor cannot produce such identification or if the identification is unacceptable to District, District may provide at its sole discretion, District-produced identification tags to Contractor, costs to be borne by Contractor. If Contractor does not have a specific uniform for its employees, then Contractor shall provide identification tags as described above and/or any other mechanism the District in its sole discretion determines is required to easily and appropriately identify Contractors.

b) Sign-in required: As required by schools and other District locations, each day Contractor's employees are present on District property, those employees must sign into the location's main office to receive an in-school identification/visitors tag. Contractor's employees must display this tag on their person at all times while on District property.

c) No Smoking: All District properties are tobacco-free zones; Contractor is prohibited from using any tobacco product on District property.

d) No Drugs: All District properties are drug-free zones as enforced by the Des Moines Police Department.

e) No Alcohol: No employee of the Contractor shall be permitted to possess, use, or be under the influence of alcohol when performing work on District property or otherwise providing services to the District.

f) No Weapons or Firearms: Except as provided by statute and District policy, all District properties are weapons- and firearms-free zones; Contractor is prohibited from possessing on its persons or in its vehicles any weapons or firearms while on District property.

8.5.6 Unsupervised contact with Students

"Unsupervised contact" with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Contractor shall ensure that Contractor, any subcontractors, and their officers, employees, and agents will have no unsupervised contact with students while on District property or while performing services for the District. Contractor will work with District to ensure compliance with this requirement. (Contractor will be asked to complete an Offender Acknowledgement Form). The Contractor shall comply with all restrictions under Iowa law regarding persons on the sex offender registry, and shall certify that no person who has been convicted of a sex offense against a minor will be present on school property or perform any work for the District under the Contract. Contractor authorizes District to obtain information about Contractor and its history and to conduct a criminal background check, including fingerprinting, and sexual registry, child abuse, and dependent adult abuse background checks of any Contractor officers, employees, or agents who will be present on District property or perform any work for the District. Contractor shall cause its employees and/or subcontractors, if any, to authorize District to conduct these background checks. Contractor shall not permit any individuals who do not meet the District's standards for background checks to be present on school property or perform any work for the District. Contractor shall pay all fees assessed by District in processing the background check. District may deduct the cost of such fees from a progress or final payment to Contractor under this Contract, unless Contractor elects to pay such fees directly. The Contractor will be asked to sign an affidavit declaring that all employees of the Contractor or sub-contractor have never committed a felony involving a minor. The Contractor will be held responsible for the subcontractors employees in the same manner as if they were employed by the Contractor.

8.5.7 Financial Reporting; Audit and Inspection of Records

The respondent shall maintain such financial records and other records as may be prescribed by DMPS or by applicable federal and state laws, rules, and regulations. The respondent shall retain these records for a period of five (5)

years after final payment, or until they are audited by DMPS, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by DMPS, its designees, or other entities authorized by law.

8.5.8 Indemnification

The respondent shall indemnify, hold harmless and defend DMPS, its officers, agents, and employees, from or on account of any claims, losses, expenses, injuries, damages, or liability resulting or arising solely from the respondent's performance or nonperformance of services pursuant to this contract, excluding any claims, losses, expenses, injuries, damage, or liability resulting or arising from the actions of DMPS, its officers, agents, or employees. The indemnification shall obligate the respondent to defend, at its own expense or to provide for such defense, at DMPS's option, any and all claims and suits brought against DMPS that may result from the respondent's performance or nonperformance of services pursuant to the contract.

8.5.9 Pending Litigation

The School District cannot accept any proposal from a Contractor if that Contractor is currently under suspension or debarment by any local, state or federal government, and if the Contractor cannot so certify, then it shall submit along with the proposal a written explanation of why it cannot make such certification.

8.5.10 Cost of Litigation

The Proposer shall indemnify the School District that all Deliverables do not violate or infringe upon the rights of any third party, including, without limitation, any patent rights, copyright rights, trademark rights, trade secret rights, or other proprietary rights of any kind.

8.5.11 Use Disruption

If a third-party intellectual property claim causes the use of any Deliverable, any Documentation, or any component or part thereof to be seriously endangered or disrupted, Contractor shall, at the option of DMPS, (i) replace the same without additional charge, by compatible, functionally equivalent and non-infringing product(s); (ii) modify such Deliverable, Documentation, or component or part, to avoid the claim or infringement and retain all functionality; (iii) obtain license(s) for DMPS to continue use of such Deliverable, Documentation, or component or part, and pay any additional fee required for such license(s Nothing in this section shall relieve Contractor from any obligation to deliver all material functions of the LMS as required by the Project Documents.

8.5.12 General Insurance Requirements

Each respondent shall include in their submittal proof of insurance capabilities, including but not limited to, the following requirements:

A. Workers' Compensation –. The Workers' Compensation policy shall state that it cannot be canceled or materially changed without first giving thirty (30) days prior notice thereof in writing to DMPS.

B. Commercial General Liability Insurance

1. Each occurrence

(a) One Million Dollars ($1,000,000)

2. Aggregate

(b) Two Million Dollars ($2,000,000)

C. Errors and Omissions Insurance

1. Each occurrence

(a) One Million Dollars ($1,000,000) with a deductible not to exceed $25,000

2. Aggregate

(b) Four Million Dollars ($4,000,000)

The respondent shall carry Property Damage and Public Liability Insurance in the minimum amounts listed above, and Worker's Compensation and Employer's Liability Insurance in statutory amounts. All insurance policies shall be issued by insurers licensed to do business in the State of Iowa and any insuring company is required to have a minimum rating of B, Class VIII in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

The Respondent shall maintain in force for the duration of this Agreement a Technology Errors and Omissions/Cyber Liability policy including without limitation, software errors and omissions, unauthorized access, unauthorized use, virus transmission, denial of service, personal injury, advertising injury, failure to protect privacy, and intellectual property infringement covering the liability of the Respondent and the liability of DMPS arising out of the acts of the Respondent as respects to the design and development of the systems used to operate and maintain the service with a minimum limit of One Million ($1,000,000.00) Dollars each occurrence and Four Million ($4,000,000.00) aggregate.

If coverage as required is written on a claims-made basis, the Respondent warrants that any retroactive date applicable to coverage under the

policy precedes the effective date of this Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 4 years beginning from the time that work under the Agreement is completed. The respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with DMPS.

Certificate of Insurance: A certificate of insurance indicating that the respondent has coverage in accordance with the requirements herein set forth shall be furnished by the respondent to DMPS Representative prior to the execution of the contract and annually upon renewal thereafter. Respondent agrees that DMPS will make no payments pursuant to the terms of the contract until all required proof or evidence of insurance have been provided to DMPS Representative. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against DMPS. These shall be completed by the authorized Resident Agent and returned to the Purchasing Services Department. This certificate shall be dated and show:

(1) The name of the insured respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.

(2) Statement that the Insurer will mail notice to DMPS at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.

(3) DMPS shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.

(4) DMPS shall receive extended reporting coverage, errors and omissions, and liability insurance, and the extended reporting period shall be a period of four (4) years. All policies of insurance, certificates and terms and conditions of the insurance are subject to review by DMPS's Risk Manager or designee, and all such policies shall be consistent with the requirements of this Proposal and will also be subject to determination by the Risk Manager, as acceptable to the school district.

If the Risk Manager determines that any form or coverage provision is commercially unreasonable or inconsistent with the requirements of this Proposal, then the Proposer shall obtain revised coverage terms or revised forms, as the case may be, that will be in conformance with the requirements of this Proposal as determined by the DMPS's Risk Manager.

Loss Deductible Clause: DMPS shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the respondent and/or subcontractor providing such insurance.

8.5.13 Damage to Property

Contractor shall be responsible and liable for all damage to the property of DMPS which is caused by Contractor sub-contractors, or their respective employees, during the term of this Contract and shall, at its own expense, repair, and/or replace all damaged property to its original condition.

8.5.14 Errors and Omissions Insurance

Contractor shall maintain the following insurance coverage, at its sole expense, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with Contractor' fulfillment of any of its obligations under this Contract or either party's use of any Deliverable or any component or part thereof: (i) comprehensive general liability coverage; (ii) errors and omissions insurance which covers professional errors and omissions of Contractor and all professionals who are employees of Contractor and are engaged to furnish professional services in connection with the services hereunder. Coverage under each policy will be a minimum of One Million Dollars ($1,000,000) for each instance and four Million Dollars ($4,000,000) in the aggregate. Each policy shall be issued by a reputable insurance company qualified to do business in Iowa. Upon DMPS 's request, Contractor shall ensure that the general liability policy shall name DMPS, any agency or instrumentality for which DMPS provides or manages educational services, the members of DMPS, and its officers, employees, agents and attorneys, as additional insured's. Contractor shall provide DMPS with evidence of compliance with Contractor's obligations under this Section. In the case of failure to furnish such evidence or upon cancellation of any required insurance, DMPS may declare a breach of this Contract or may withhold all future payments until Contractor complies with this requirement or may purchase such coverage and offset the cost against any amounts otherwise due to Contractor. Contractor shall provide thirty (30) days prior written notice to DMPS of any impending cancellation or termination of such insurance.

8.5.15 Claim Notice

The respondent shall immediately report in writing to DMPS's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The respondent agrees to cooperate with DMPS in promptly releasing reasonable information periodically as to the disposition of any claims, including a resume of claims experience relating to all respondent operations at DMPS project site.

8.6 Financial Matters

8.6.1 Fixed Fee Contract

Contractor will provide all Services, as defined in the RFP. All travel and related expenses are included in the fixed fee portion of the contract as defined in Appendix B, Cost Forms of the DMPS's RFP # 7370

8.6.2 Payment on Deliverables

For all software and Documentation deliverables, DMPS shall pay to Contractor the fees and costs set forth beside the respective Deliverables on the Pricing Schedule.

8.6.3 Conditions to Payment

a. To be eligible for payment, all labor, equipment and materials covered under Awardee invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.

b. Any amounts due the District under the terms of this or any other agreement may be applied against Awardee's invoices with documentation for the basis of the adjustment attached. In no event shall any interest penalty or late fee accrue when payment is delayed because of disagreement between the District and Awardee regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.

c. Awardee shall submit to the District all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified in the executed District purchase order awarding this contract or any subsequent change orders issued by the Purchasing Department. All other costs are the Proposer's responsibility, except to the extent such charges are identified in the executed District purchase order or change orders. Awardees invoices shall provide at a minimum:

Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item

Extended total (unit costs x quantity)

This RFP number and / or the DMPS Purchase Order number

d. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty- five (45) calendar days or greater.

e. Special Educational or Promotional Discounts: Awardee shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.

f. The District plans to pay Awardees using a procurement /virtual credit card, or may make payments by electronic funds transfer and recommends that Awardee accept one of these forms of payment.

8.6.4 Maintenance Services

Subject to the terms of Section 8.4.1, DMPS shall pay to Contractor the annual maintenance fee set forth in the Pricing Schedule or as adjusted in accordance with Section 8.2.4 above, subject to Service Level Credits as set forth in the Maintenance Services Schedule, if applicable. Maintenance Services shall be invoiced on July 1 of each applicable year and be payable in accordance with the provisions of 8.6.5 below.

8.6.5 Time and Manner of Payment

Payment Terms

A. DMPS will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate person(s) (to be designated at time of contract) of the invoice(s) or receipt of all products or services ordered.

B. By submitting a proposal (offer) to DMPS, the respondent expressly agrees that if awarded a contract, DMPS may withhold from any payment, monies owed by the respondent to DMPS for any legal obligation between the respondent and DMPS.

C. DMPS shall pay such invoices pursuant to the provisions of the Local Government Prompt Payment Act.

8.6.6 Form of Invoicing

Invoices shall itemize services, dates, and deliverables consistent with the terms of this agreement. Additional documentation shall be furnished by Contractor to DMPS's Purchasing Department upon request. Invoices shall be mailed to:

Des Moines Public Schools
Purchasing Department
2323 Grand Avenue
Des Moines, IA 50312
Attn: Judith Martens
Business & Finance Manager

8.6.7 Contract Modifications

After award, any and all modifications to this contract shall be mutually agreed to by both parties, in writing, in the form of a contract amendment and approved by DMPS and authorized representative of the Contractor.

8.6.8 Reduction of Scope

DMPS may determine to eliminate certain features of the Services or Deliverables from the scope of the Project. In such event, the parties shall negotiate in good faith as to an equitable reduction in the applicable prices set forth in the Pricing Schedule.

8.6.9 Most Favorable Customer

Contractor agrees to treat DMPS as its most favored customer. Contractor represents that all of the fees and prices, warranties, benefits, and other terms being provided to DMPS under this Contract are equivalent to or better than the fees and prices, warranties, benefits, and other terms being offered by Contractor to any other customer for similar services under similar circumstances of similar size in student Full Time Equivalency.

8.6.10 Suspension of Payments

In the event that any Critical Deliverable shall not be delivered or accepted on or before the applicable dates specified for such Critical Deliverable, all payment for Deliverables to be delivered subsequent to such delayed deliverable shall be suspended until the acceptance of all Critical Deliverables which have not been timely delivered or accepted. In no event shall the suspension of a payment under this paragraph relieve Contractor from any other date for delivery or acceptance.

8.6.11 Taxes

Proposers will neither include Federal, State nor applicable local excise or sales taxes in bid prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request.

8.6.12 Allowance for Suspension or Delay Caused by District

DMPS's Authorized Representative may in its sole discretion suspend any or all activities under the Contract, at any time, when in the best interest of DMPS to do so. DMPS's Authorized Representative shall provide the successful respondent written notice outlining the particulars of suspension, including the length of time the contract shall be suspended (i.e.: 90 days). Examples of the reason for suspension include, but are not limited to; budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the successful respondent shall comply with the notice and

shall not accept any purchase orders during the specified time of suspension. Within ninety days, or any longer period agreed to by the successful respondent, DMPS's Authorized Representative shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract. Suspension of work shall not entitle the Vendor/Respondent to any additional compensation.

8.7 Formalities; Term and Termination

8.7.1 Approval by the Board

This Contract shall be effective upon its signature by district representation in accordance with applicable law and DMPS policies and procedures, with a budget encumbrance intended to fund performance through August 31, 2021. Each fiscal year of DMPS thereafter, it is expected that DMPS will consider for allocation the amount set forth in the Pricing Schedule for the respective year of the term of this Contract ("Fiscal Allocation"). Nothing herein, however, shall be construed so as to require DMPS to allocate any sums on this Contract beyond the Initial Allocation.

8.7.2 Term of Contract

The term of this Contract shall commence on the date of its approval by the Board and shall continue thereafter through completion of the negotiated Scope of Services, unless sooner terminated in accordance with the contract. Notwithstanding the foregoing, the terms and conditions applicable to maintenance services shall continue thereafter until the expiration of the year on account of which maintenance services shall have been paid.

8.7.3 Termination for Funding Restriction

A. Iowa School Laws prohibit Districts from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

C. Therefore, the following funding out provisions is an integral part of this proposal and must be agreed to by all proposers:

DMPS may, during the contract period, terminate or discontinue the services covered in this proposal at the end of DMPS's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such written notice will state:

a. That the lack of appropriated funds is the reason for termination, and

b. "This written notification will thereafter release DMPS of all further obligations in anyway related to the services covered herein."

c. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

8.7.4 Termination for Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever DMPS representative shall determine that such termination is in the best interest of DMPS. Any such termination shall be effected by the delivery to the respondent of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and DMPS shall have no other obligations to respondent. Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

8.7.5 Right to Require Performance

A. The failure of DMPS at any time to require performance by the respondent of any provision hereof shall in no way affect the right of DMPS thereafter to enforce same, nor shall waiver by DMPS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the respondent to deliver services in accordance with the contract terms and conditions, DMPS, after due written notice, may procure the services from other sources and hold the respondent responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that DMPS may have.

8.7.6 Termination for Default

DMPS's Contract Administrator shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this

solicitation. It shall be at DMPS's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to acts of God.

8.7.7 Material Breach

For the purposes of the foregoing provision "material breach" shall mean the failure of Contractor to perform any material obligation, including without limitation, the following:

Failure to Deliver a Critical Deliverable within the notice period specified for a notice of Failure to Progress.

Chronic failures to deliver Deliverables on a timely basis, without such failures being materially caused by fault of DMPS, a third party over which Contractor does not have the legal right to control, or an event of Force Majeure.

Breach of any warranty given pursuant to 8.4 Warranties, which breach materially affects the ability of DMPS to deploy and/or use the LMS.

8.7.8 Termination for Nonpayment

If DMPS fails to pay Contractor when due any charges under the Contract within ninety (90) days after presentation of an invoice and fails to make such payment within thirty (30) days of notice from Contractor of the failure to make such payment, then Contractor may terminate this Contract without further notice, provided, however, that such termination shall not relieve DMPS of its payment obligations to Contractor for services rendered and reimbursable expenses incurred through the effective date of the termination. Source Code and Documentation must be returned in 30 days.

8.7.9 Termination for Bankruptcy

This Contract may be terminated by either party, without notice, in the event that either Party shall have ceased business, become the subject of an order for relief or insolvent under applicable bankruptcy laws or made an assignment for the benefit of creditors. (Source Code and Documentation will be transferred to DMPS for complete ownership).

8.7.10 Payment on Termination

In the event that DMPS terminates this Contract or any portion thereof prior to its expiration on any basis other than for Contractor's material breach or Failure to Progress, DMPS shall pay Contractor for all Deliverables Delivered prior to the effective date of termination and for partially completed Deliverables on a percentage completion basis. In the case of a termination for Failure to Progress, DMPS shall continue to be liable for Services not terminated, but shall not be liable for any amounts related to partial completion of Deliverables associated

with the Critical Deliverable in question. In the case of a termination for material breach by Contractor, DMPS shall not be liable for any payments on account of Deliverables not delivered as of the effective date of such termination. In no event shall DMPS be liable for any future payments, lost profits, costs, or expenses of Contractor, incurred with respect to Services not actually performed.

8.7.11 Transition on Termination

In the event of a termination of this Contract, except as otherwise provided, DMPS shall nonetheless continue to have all rights to use and maintain for its own benefit any and all Deliverables already in Production or completed and delivered as if no termination had taken place, subject to payment for such Deliverables. The right to use the LMSS Software nonetheless shall be subject to full payment of license fees as set forth in the Pricing Schedule. In the case of termination by DMPS for breach by Contractor or for Failure to Progress, Contractor shall provide those certain transition services identified in the Statement of Work, subject to payment at the time and materials rates set forth in the Pricing Schedule, and shall promptly assign to DMPS all of Contractor's rights to use Platform Software, which rights were acquired by Contractor primarily for the ability to provide the Services to DMPS under this Contract, upon payment by DMPS of any amounts set forth in the Pricing Schedule on account of such Platform Software. In the event of a termination for material breach or for Failure to Progress, DMPS may thereafter engage such contractor or contractors as it determines in its sole discretion to provide any of the Services not yet provided by Contractor to DMPS or any other services DMPS determines in its sole discretion to be necessary or convenient to the development, maintenance and operation of the LMS, subject to compliance with provisions of this Contract relating to the use of contractors to service the Licensed Software.

8.7.12 Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

8.7.13 Force Majeure

DMPS and the respondent will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of God, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the

reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

Neither party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event. Upon occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as, and to the extent that the Force Majeure Event continues and the non-performing Party (i) continues to perform to the extent practicable; (ii) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and (iii) uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party whose performance is affected by a Force Majeure Event will immediately notify the other Party by telephone (to be confirmed in writing within two (2) business days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

8.8 Dispute Resolution and Remedies

8.8.1 Project Managers

All disputes, claims or controversies arising out of or relating to the validity, interpretation, performance, termination, breach, threatened breach of this Contract, or any Failure to Progress ("Dispute(s)") shall initially be referred by the Party raising the Dispute to the Project Managers designated by the Parties. If the Project Managers are unable through good faith discussions to resolve the Dispute within ten (10) Business Days after receiving written notice of the Dispute, the Dispute shall be submitted to the Senior Executives of both parties (i.e., the District's Executive Leadership Team and the proposer's executive team.)

8.8.2 Senior Executives Resolution

If the Project Managers are unable to resolve the Dispute within 10 Business Days after submission by either or both Project Managers, the Dispute shall be referred to the District's Executive Leadership Team. Each Project Manager will, within ten (10) business days after referral, provide to both of the Executive Leadership Team a Dispute Statement describing in detail the substance of the Dispute and the Parties' respective positions, and supported by such documentation as may be appropriate to acquaint the Senior Executives with the issues. The Dispute Statements will not limit either Party's right to identify additional relevant issues at any time, or waive, prejudice or limit either Party's rights or remedies with respect to any issues. Dispute Statements will be provided without prejudice to the providing Party for settlement purposes, and shall not be admitted in evidence or otherwise used or referred to in litigation. For the purpose of this provision, the Executive Leadership Team shall be the Superintendent for DMPS and the President for Contractor. Either party may re-designate its Senior

Executive from time to time during the term of this Contract by thirty (30) days' notice to the other party, provided that once a dispute resolution procedure shall be commenced under this section, neither party may re-designate its Senior Executive without the consent of the other party as long as such Senior Executive remains in the employ of the respective party.

8.8.3 Mediation

Within ten (10) business days after delivery of the Dispute Statements, the Senior Executives of both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored. If the Senior Executives are unable to resolve the Dispute within twenty (20) business days of receipt of the Dispute Statements, the parties may pursue all claims based upon such Dispute as otherwise provided by law.

8.8.4 Continued Access

The parties agree as follows with respect to any dispute or disagreement concerning the Licensed Software or component thereof or any of the transactions arising out of or contemplated by this Contract: during such dispute or disagreement under this Contract or any proceeding to resolve such dispute, pending final resolution of such dispute or disagreement, Contractor shall not interfere with the access or use by DMPS of the Licensed Software. In addition, the Parties expressly agree that if any dispute or disagreement arises with respect to the performance of any of either Party's obligations which would otherwise delay the schedule for either Party's performance of any of its subsequent obligations, to the extent technically and operationally feasible, each Party shall proceed to the performance of such subsequent obligations according to the existing schedule as if such dispute or disagreement were non-existent, but shall be entitled to reimbursement or relief for delay as set forth in this Contract.

8.8.5 Applicable Law

All RFPs/RFQs or Bidding Documents, contracts, purchase orders or agreements shall be construed according to laws of Polk county Iowa. Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that person's acts, votes, opinions, judgment or exercise of discretion with respect to the person's duties. Section 68B.22 governs the offering, solicitation, and acceptance of gifts by public officials. The laws of Iowa require that at the conclusion of the Proposal/Bid opening the contents of the Proposals/Bids be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Proposer/Proposer as public information, unless marked as confidential. Only trade secrets or proprietary information that are recognized as such and are protected by law, or other information deemed confidential under the law, may be marked as confidential.

The District's release of information is governed by Iowa Code chapter 22. Proposers/Proposers are encouraged to familiarize themselves with chapter 22 before submitting a Proposal/Bid. Proposers/Proposers are advised that the District does not wish to receive confidential or proprietary information and Proposers/Proposers are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire Proposal/Bid as confidential will be deemed non-responsive and disqualify the Proposer/Proposer's Proposal/Bid. Any litigation arising under the solicitation documents or any resulting Contract will be initiated and maintained only in the appropriate federal or state court for Polk County, Iowa.

8.8.6 No Consequential Damages

Neither party shall be liable for any indirect, exemplary, special, or consequential damages arising out of this agreement.

8.8.7 Limitation on Liability

The liability of DMPS to Contractor from all causes, except for DMPS's gross negligence or willful misconduct relating to its obligations under this Contract shall not exceed the amount of the Fiscal allocation for the fiscal year than in process, less any amount that have theretofore been paid to Contractor out of such Fiscal Allocation. The liability of Contractor to DMPS from all causes shall not exceed the previous 365 days of payments. Contractor shall have no liability for any claim of copyright or patent infringement based upon the use of other than a current unaltered Release of the alleged infringing item or items if such infringement would have been avoided by the use of the current unaltered release of such item or items, or upon combination of the item with programs or data not supplied or specified by Contractor if such infringement would have been avoided by the use or combination of the unaltered item with any other programs or data in order to perform the specified functions.

8.9 Miscellaneous Provisions

8.9.1 Advertising

The successful respondent shall not publicly disseminate any information concerning the Contract without prior written approval from DMPS, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying DMPS, Individual Departments, DMPS Personnel, as a reference, or otherwise linking the Customer's name and either a description of the Contract or the name of the school district, its departments, or employees, in any material published, either in print or electronically, to any entity that is not a party to the Contract, except potential or actual authorized subcontractors, distributors, dealers, resellers, or service representatives.

8.9.2 Solicitation of Employees

During the term of this Contract and for a period of one (1) year thereafter, neither Party shall solicit any employee of the other to work for such Party, provided that nothing herein shall preclude a Party from hiring an employee of the other Party who has responded to general advertising or general employment programs solicitation of such Party.

8.9.3 Entire Contract

This Contract, including its Exhibits and Schedules and the documents incorporated by reference herein, constitutes the sole and entire understanding and agreement of the parties with respect to its subject matter, and supersedes and replaces all prior agreements, representations and understanding of the parties.

8.9.4 Amendment

A. The contents of this RFP and all provisions of the successful proposal deemed pertinent by DMPS may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, will be issued. The final negotiated contract shall include the scope of services as outlined in Section 2.0 of the RFP along with the successful respondent's submittal. DMPS contracts are subject to review by the DMPS Attorney or designee for determination of legal form and substantive sufficiency.

B. DMPS is the sole Contracting Officer and only they or their designee is authorized to make changes to any contract.

C. DMPS shall be responsible for only those orders placed by DMPS on an authorized signed Purchase Order or Price Agreement. DMPS shall not be responsible for any order, change substitution or any other discrepancy from the Purchase Order or Price Agreement. If there is any question about the authenticity of a Purchase Order, Price Agreement or change order, the respondent should promptly contact the Purchasing Department at:

Des Moines Public Schools
Purchasing Department
1915 Prospect Ave.
Suite 1200
Des Moines, IA 50310
Attn: Mark Mattiussi

8.9.5 Severability

In the event that any portion of this Contract shall be deemed unenforceable by any dispute resolution tribunal, the remainder of the Contract shall remain in full force and effect.

8.9.6 Assignment

The Proposer shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of DMPS. In the event of any assignment, the Proposer remains secondarily liable for the performance of the Contract, unless DMPS expressly waives such secondary liability. DMPS may assign the Contract with prior written notice to Proposer of its intent to do so. For the purpose of this Contract, "assignment" means any voluntary, involuntary, direct or indirect assignment, sale, or other transfer by Proposer or its owner(s), of any interest in this Agreement, more than ten percent (10%) of the ownership interest in Proposer, or one of a series of transfers that in the aggregate constitute the transfer of more than ten percent (10%) of the ownership interest in Proposer. The term includes, without limitation: (1) transfer of ownership of capital stock or any partnership interest; (2) merger, consolidation, or issuance of additional securities representing more than ten percent (10%) of the ownership interest in Proposer; (3) sale of common stock of Proposer pursuant to a private placement or registered public offering, which transfers more than ten percent (10%) of the ownership interest in Proposer; (4) transfer of any interest in Proposer in a divorce proceeding or otherwise by operation of law; or (5) transfer of more than ten percent (10%) of the ownership interest in Proposer in the event of the death of an owner, by will, declaration of or transfer in trust, or under the laws of intestate succession.

8.9.7 Headings and Captions

The captions and headings used in this document are for convenience of reading only and are not to be used in the interpretation or construction of this Contract.

8.9.8 Reasonable Behavior

The parties shall deal with one another in good faith. Whenever this agreement requires or contemplates any action, decision, consent or approval, the parties shall act reasonably and in good faith and (unless the parties have expressly agreed in writing to some other discretionary standard) and may not unreasonably withhold or delay any such action, decision, consent or approval.

8.9.9 No Third-Party Beneficiaries

Nothing herein contained is intended to constitute any person a third party beneficiary under this agreement, or to create any obligation on the part of either party to any person who is not a party to this Contract.

8.9.10 No Partnership or Agency

Nothing herein contained will be construed to imply a joint venture, partnership or principal-agent relationship between DMPS and Contractor. Contractor shall provide all Services under this Agreement as an independent contractor, and neither Party shall have the authority to bind or make any commitment on behalf of the other. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture or relationship of principal and agent, master and servant, or employer and employee between the Parties or any Affiliates of the Parties, or between DMPS and any individual assigned by Contractor to perform any Services for DMPS. If DMPS is held to be a partner, joint venture, co-principal, employer or co-employer of Contractor, Contractor shall indemnify and hold harmless DMPS from and against any and all claims for loss, liability, or damages arising there from, as well as any expenses, costs, taxes, penalties and interest charges incurred by DMPS as a result thereof.

8.9.11 Notices

Any notices required or permitted under the terms of this Agreement shall be in writing and shall be effective upon receipt, or five (5) days after mailing, postage prepaid, certified, and return receipt requested, addressed to the Parties as follows:

Dr. Thomas Ahart
Superintendent
and
Thomas Harper
Finance Department
2323 Grand Avenue
Des Moines, IA 50312

To successful Contractor: Account Manager as defined in successful offeror's proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

8.10 Post Award

Notice of recommendation of award will be made via posting of the Board recommendation to www.dmschools.org

8.11 Proposal Binding for One-hundred-twenty (120) Days

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred twenty (120) calendar days after the scheduled closing time for this RFP.

8.12 Proprietary Information/Disclosure

The laws of Iowa require that at the conclusion of the selection process the contents of the information packages be placed in the public domain and be open for inspection by interested parties. The District will treat all information submitted by a Proposer as public information. The District's release of information is governed by Iowa Code chapter 22. Proposers are encouraged to familiarize themselves with chapter 22 before submitting a proposal submission. Proposers are advised that the District does not wish to receive confidential or proprietary information and Proposers are not to supply such information except when it is absolutely necessary. Pricing information cannot be considered confidential information. Finally, identification of the entire proposal submission as confidential will be deemed non-responsive and disqualify the proposal submission.

8.13 Permits and Licenses

The contractor shall be responsible for obtaining and paying the cost of all permits, consents and authorizations as may be required to perform its obligation. All applicable licensing requirements are to be in compliance with any and all rules of the Des Moines Public Schools, Iowa, and the State of Iowa.

8.14 Copyright/Patent Indemnity

The contractor shall pay all royalty and license fees relating to the items covered by this contract. In the event any third party shall claim that the manufacture, use and sales of the goods supplied under this contract constitute an infringement of any copyright, trademark or patent, the contractor shall indemnify DMPS and hold DMPS harmless from any cost, expense, damage or loss incurred in any manner by DMPS on account of any such alleged or actual infringement.

8.15 Ownership

8.15.1 Acquired Technology

Contractor shall own all title, patents, patent rights, copyrights, copyright rights, mask work rights, trade secret rights, and other intellectual property rights anywhere in the world (collectively "Rights") in and to Acquired Technology.

8.16 Contract

DMPS will negotiate a contract with the selected Contractor generally based on the sample included as Attachments A & B. The proposer should provide a sample Software License Agreement and Software Maintenance Agreement which they intend to use if awarded the contract. After the award, the winning proposer shall be required to enter into discussions with the school district to resolve any contractual differences. Failure to resolve contractual differences my lead to cancellation of the award.

DMPS reserves the right to modify the contract to be consistent with the successful offer and to negotiate with the successful proposer other modifications, provided that no such modifications affect the evaluation criteria set forth herein, or give the successful proposer a competitive advantage.

The contractor shall notify DMPS in writing if sub-contractors will be used. The contractor shall list that part of the work the sub-contractor is to furnish or perform and assume complete responsibility for such sub-contractor's portion.

8.17 DMPS School Campus and Office Building Security

Respondent acknowledges and understands that the goods or services contemplated by this contract/agreement that are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the respondent (awarded firm) agrees to the following provisions and agrees that the failure of the respondent to comply with any of these provisions may result in the termination of this contract by DMPS:

A. Unauthorized Aliens. DMPS considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's sub-contracted Firms, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.

B. Possession of Firearms. Possession of firearms will not be tolerated on DMPS property. No person, who has a firearm in their vehicle, may park their vehicle on DMPS's property. Furthermore, no person may possess or bring a firearm on DMPS property. If any employee/independent Awarded Firm of the awarded proposer, or any of its sub-Awarded Firms, is found to have brought a firearm(s) on to DMPS's property, said employee/independent Awarded Firm shall be immediately removed and terminated from the project by the awarded proposer. If sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the awarded proposer shall terminate its agreement with the sub-Awarded Firm. If the awarded proposer fails to terminate said employee/independent Awarded Firm or fails to terminate the agreement with sub-Awarded Firm who

fails to terminate said employee/independent Awarded Firm, DMPS may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

C. Criminal Acts. Employment on the project by the awarded proposer, or any of its sub-Awarded Firms, of any employee, or independent Awarded Firm, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded proposer agrees to take all steps necessary to remove such person from the project. DMPS shall have the right to terminate this Agreement if the awarded proposer does not comply with this provision.

D. Possession/Use/Under the Influence of Mind Altering Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Iowa Statutes, by the awarded proposer's employee/independent Awarded Firm or its sub-Awarded Firms' employees/independent Awarded Firms, will not be tolerated on DMPS's property. If any employee/independent Awarded Firm is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on DMPS's property, said employee/independent Awarded Firm shall be removed and terminated from the project by the awarded proposer. If a sub-Awarded Firm fails to terminate said employee/independent Awarded Firm, the agreement with the sub-Awarded Firm for the project shall be terminated by the awarded proposer. If the awarded proposer fails to terminate said employee/independent Awarded Firm of fails to terminate the agreement with the sub-Awarded Firm or fails to terminate the agreement with the sub-Awarded Firm who fails to terminate said employee/independent Awarded Firm, DMPS may terminate this Agreement.

E. Compliance with the Jessica Lunsford Act. Recent changes to the Iowa Statutes require that all persons or entities entering into contracts with Districts/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, or who will have contact with students shall comply with the level 2 screening requirements of the Statute and DMPS Standards. The required level 2 screening includes fingerprinting that must be conducted by DMPS. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

8.18 Tobacco on School Premises

DMPS is a Tobacco free school district.

8.19 Affirmative Action Contract Compliance Statement

Respondent's Personnel

The respondent shall be responsible for ensuring that its employees, agents and subcontractors comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

The respondent certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended.

During the performance of the contract, the respondent agrees to the following:

The respondent shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the respondent. The respondent agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The respondent, in all solicitations or advertisements for employees placed by or on behalf of the respondent, shall state that such respondent is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The respondent shall include the provisions of the foregoing paragraphs above in every subcontract or purchase order so that the provisions will be binding upon each respondent.

The respondent and any subcontractor shall pay all employees working on this contract not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended.

Any information concerning DMPS, its products, services, personnel, policies or any other aspect of its business learned by the respondent or personnel furnished by the respondent in the course of providing services pursuant to the Agreement, shall be held in confidence and shall not be disclosed by the respondent or any employee or agents of the respondent or personnel furnished by the respondent, without the prior written consent of DMPS.

8.20 District's Non-Discrimination Policy

It is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have (or your child has) been discriminated against or treated unjustly at school, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C.

SEE ATTACHMENTS A THROUGH D AND APPENDICES A THROUGH D, UPLOADED AS SEPARATE FILES

Attachment A

Des Moines Public Schools

Request for Proposals (RFP) Cover Sheet

For Components of a Learning Management System

RFP # 7370

All questions about this RFP must be directed in writing to:

Mr. Mark Mattiussi, Purchasing
Des Moines Public Schools
1915 Prospect Road Suite 1200, Des Moines, IA 50310
515-242-7751
Email address: mark.mattiussi@dmschools.org

Opening Date:

Tuesday, March 8, 2016 at 2:00 p.m. Central Standard Time (CST)

Firm "Legal" Name _____

Street Address _____

City / State/ Zip _____

Authorized Representative Signature _____

Representative Name (print) _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

ALSO SUBJECT TO THE TERMS AND CONDITIONS AS FOUND ON THE DMPS WEBSITE www.dmschools.org. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED. BY SIGNING THIS DOCUMENT THE BIDDER UNDERSTANDS AND AGREES TO COMPLY WITH ALL PROVISIONS AND REQUIREMENTS AS DETAIL IN THIS REQUEST FOR PROPOSAL, UNLESS NOTED IN THE EXCEPTIONS TAB. THEY AGREE TO PROVIDE ALL PRODUCTS AND SERVICES AS DEFINED IN THE STATEMENT OF SERVICES AND THE TERMS AND CONDITIONS AS SPECIFIED IN THIS DOCUMENT. BIDDER AGREES TO COMPLY WITH ALL LOCAL, STATE AND FEDERAL LAWS. THE BIDDER ASSURES TO THE BEST OF THEIR ABILIITY THAT ALL INFORMATION SUBMITTED IS ACCURATE AND WAS SUBMITTED WITHOUT COLLUSION WITH ANOTHER PARTY. BY SIGNING THIS PROPOSAL THE SIGNATORY CERTIFIES LEGAL AUTHORITY TO BIND THE PROPOSING ENTITY TO THE PROVISIONS OF THIS PROPOSAL AND ANY CONTRACT AWARD PURSUANT TO IT. BY SIGNING THIS DOCUMENT, THE BIDDER DECLARES THERE ARE NO CONFLICTS OF INTEREST BETWEEN THE BIDDER AND THE DISTRICT. FURTHERMORE THE BIDDER CERTIFIES THAT NEITHER THEY NOR THEIR SUBCONTRACTORS HAVE EVER BEEN DISBARRED BY ANY FEDERAL, STATE, OR LOCAL GOVERNMENTAL AGENCY.