



**Florida State University
Competitive Solicitation
Addendum Acknowledgement Form**

Procurement Services
Florida State University
282 Champions Way, UCA 1400
Tallahassee, FL 32306-2370
Phone (850) 644-6850 | Fax (850) 644-8921
www.procurement.fsu.edu

CS No: ITN 5774-4	Title: Learning Management System Service Provider
Date: July 16, 2015	Addendum Number: 3a

INSTRUCTIONS TO RESPONDENTS

Attached is additional information pertaining to the Competitive Solicitation identified above. Please read this information carefully and incorporate it into the terms, conditions and specifications submitted with the original Proposal and any prior addenda.

This cover sheet must be signed by the individual signing the Proposal and returned with the Proposal.

CERTIFICATION

This is to certify that I did receive the referenced addendum and have incorporated the terms, conditions, and specifications listed therein into the attached Proposal.

Printed Name/Title

Authorized Signature

ADDENDUM TO COMPETITIVE SOLICITATION

ITN 5774-4

Learning Management System Service Provider

The following change(s) shall become part of and supplemental to the above mentioned Invitation to Bid;

Learning Management System Service Provider ITN 5774-4

1. Clarification on shipping: In XI Formatting (page 11), 1 Response Format - Please clarify your instructions for **electronic** submission requirements. Does FSU want in total eight USBs or DVDs?

Yes with 1 included with the written proposal.

2. XII. Delivery of Proposals (p.14). FSU asks that we do not include more than one response in a sealed envelope or package. Is it acceptable to put all hardcopies in separately sealed envelopes in one box to ensure all copies arrive together as one shipment?

Yes

3. In VI Specifications, 7: Reports and Analytics (page 5) - *Does the LMS' integrate for assessments systems for learning outcomes.*

Can you please clarify/expand your wording of this question? Can you provide a further description of your use case? For example, can FSU please indicate example assessment systems for learning outcomes it expects the LMS to integrate with?

The requirement means: Does the LMS integrate with 3rd party learning outcome assessment products or does the LMS provide native learning outcome assessment capabilities. The chosen solution should avoid problems and duplicative work for the staff of the universities and colleges (as examples, failure of an LMS to integrate with a 3rd party assessment tool could result in faculty having to grade in two different systems, and a quiz system that is compatible only with text and not questions with equations or algorithmic responses could cause problems for faculty). Some, but not all, of the current products outside of the LMS in use at Florida universities and colleges are Compliance Assist, Sedona, LiveText, Sonia, EAC Visual Data, Respondus, Respondus Lockdown Browser, TurningPoint, Pearson, McGraw Hill Connect, MyLabs, Articulate Stories, SoftChalk Create, Echo 360, Google Aps, Camtasia, Office Mix, Sway, TK20, ExamSoft, Chalk and Wire and Aleks.

4. Related to Tab 5, item h (page 13) - *Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of PO. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of FSU, Monday through Friday, unless otherwise specified.*

Can you please clarify if/how this relates to a software solution?

Please explain how long it would take to implement the software solution at any university or school that opted to adopt the solution, and outline the timeline and define the process for adoption after selection.

5. What is the projected size and scope of the initial implementation of this project? Are there schools that will act as a foundation to support the initial implementation and if so, what is the scale of that initial implementation? Specifically, can you provide your anticipated initial FTE user base for the initial implementation and potential future phases of implementation?

This is an opt-in solution, and the scale depends on what solution is selected versus the solution that is already in place at a particular institution.

6. What is the anticipated go live date for this project? Is there a phased in approach planned, if so, could you please describe what that looks like? Additionally, can you provide the anticipated FTE per year over a three year period (i.e. year 1, year 2, and year 3)?

The anticipated contract is in January 2016. Any dates regarding implementation will be negotiated. It is not possible to estimate the FTE over the next three years. The FTE count would be dependent upon how many institutions opt-in to the services. To allow for flexibility for FTE counts, it may be requested that vendors offer tiered pricing to allow additional discounts as FTE counts increase.

7. As schools within the state near the end of their current contracts with existing LMS vendors, is it the expectation they will join this opt in project?

As this is an opt-in solution, it will be at the discretion of the various institutions' leadership to choose whether or when they would join.

8. Are each of the schools in the State University System of Florida expected to participate in this project as part of the initial implementation?

No.

9. Is it the intent to award the contract to multiple vendors or to provide a single platform?

The intent is to award the contract to a single vendor.

10. With regard to the sandbox evaluation (Item G, page 8), please advise on the expected duration of the evaluation as well as the likely format – will live courses be delivered using the sandbox environment as part of the evaluation?

This will be further discussed during negotiations, but the sandbox(es) would have to be available at some point during the negotiations phase.

Questions 11 – 19 all exceptions should be noted in the ITN document. You can add these as an additional tab. All exceptions will be part of the negotiations.

11. In XXIX. CERTIFICATION OF PROPOSAL (page 19) - *Exceptions are to be noted as stated in the ITN.*

Can we submit and negotiate exceptions to (i) the standard contract in Attachment C; and (ii) the standard Purchase Order Terms and Conditions? Can you please explain how, and if, the standard Purchase Order Terms and Conditions will apply?

Please see above for Provision of Exceptions.

12. Could FSU clarify how exceptions are to be provided as we do not see this stated specifically in the ITN. Would summarizing exceptions in a table be acceptable, for the RFP in general and the agreement in Attachment C in particular?

Please see above for Provision of Exceptions.

13. Would FSU consider sample agreements from vendors as part of their proposal as a basis for negotiation?

Yes.

14. We note that Attachment C does not address service specifics such as support, nor does it contain any exclusion or limitation on liability.

We request the negotiation of a supplement to Attachment C to address these gaps. Is this acceptable to FSU?

Yes, additional terms may be negotiated during the 2nd phase of the ITN.

15. Section 9 (page 25) - 9. **Termination of Contract.** *This Contract may be terminated: 1) by mutual consent of FSU and Contractor; or 2) upon thirty (30) days' written notice by either FSU or Contractor with or without cause; or 3) unilaterally by FSU for cause, including without limitation, Contractor's refusal to allow access by members of the public to all documents, papers, letters and materials made or received in conjunction with the Contract that are subject to Chapter 119, F.S., and are not exempt from public inspection by Sec. 119.07(3), F.S., or by other provisions of general or special law.*

We provide pricing based on completion of the entire term of the agreement. As such, we request that subsection 9(2) of Attachment C (termination upon 30 days' notice without cause) be modified to reflect termination for cause only upon 30 days' notice. Is this acceptable to FSU?

This term may be negotiated during the 2nd phase of the ITN.

16. Section 20 (page 28) - You require a copy of software for back up and disaster recovery purposes. Can you please confirm that this requirement does not apply to Software as a Service?

Agreed – this requirement does not apply to software as a service (cloud vendor hosted) solution.

17. Section 24: **Prohibition of Unauthorized Use of Data** (page 28) – *Prohibition of Unauthorized Use of Data. Contractor agrees to hold data in strict confidence. Contractor shall not use or disclose data received from or on behalf of Florida State University except as required by law, regulation, accounting oversight body, or as otherwise authorized in writing by FSU. Similarly, Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Contract. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor, or passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by FSU.*

As certain functionalities may be hosted by secure cloud providers, we request that the following be added to the end of Section 24: “except that Contractor may move data between the servers and devices it owns and/or controls without such prior written consent.” Is this language acceptable to FSU?

The proposed language above may be considered by the negotiation committee.

18. Section 25(d) (page 29) - **Data Storage**. *Contractor shall ensure that any and all data will be stored, processed, and maintained solely on designed target servers and that no data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor's designated backup and recovery processes.*

Because we may need the ability to extract data in order to troubleshoot issues if and as they arise, we ask that the following be added to the end of Section 25(d): “and provided further that Contractor may extract data to servers and devices it owns and/or controls without FSU's consent to for purposes of providing the services.” Is this language acceptable to FSU?

The proposed language may be considered by the negotiation committee.

19. Section 25(e) (page 29) Data Encryption: **Data Encryption**. *Contractor shall store all backup data as part of its designated backup and recovery processes in encrypted form, using no less than 128 bit key.*

Backups are stored in our own data centers so we request that Section 25(e) be deleted. Is this acceptable to FSU?

This may be considered by the negotiation committee.

20. What Learning Management System(s) are currently being utilized by the University? If multiple Systems are being used, can the university describe why multiple systems are being utilized and in what capacity each is being used?

The ITN is being issued on behalf of all institutions in the State University System and Florida College System. Each institution individually decided which LMS to use. The primary learning management systems being used are Canvas, Blackboard, Desire to Learn, and Moodle. There may be secondary learning management systems being used in individual schools or departments, but there is no comprehensive list of those available. The learning management systems are used to facilitate the learning process online, including but not limited to managing instructional content, supporting collaborative learning and online assessment, tracking student progress, and reporting.

21. #8 on Page 7 in the CS document lists multiple Student Information Systems (SIS) with which the LMS may integrate. Are each of these SIS's currently in use at the university, or is there a possibility that the SIS may change in the future?

We do not have a comprehensive list of Student Information Systems currently in use throughout the State University System and Florida College System. Individual institutions decide when to change their SIS and the decisions are dependent upon need and/or contract expiration.

22. Does the system have a preference between adopting an open-source or close source system?

Both approaches will be carefully weighed.

23. Is there an evaluation rubric that will be used to score vendor responses?

Yes. The evaluation rubric is included on page 9 of the ITN.

ADDENDUMS MUST BE SEALED AND ENVELOPE PLAINLY MARKED ON THE OUTSIDE. SHOW THE ADDENDUM NUMBER, BID NUMBER, OPENING DATE AND THE TIME