REQUEST FOR PROPOSAL
FOR
LEARNING MANAGEMENT SYSTEM
GERMANTOWN MUNICIPAL SCHOOL DISTRICT

Request for Proposal #FY160047

April 29, 2016

The Germantown Municipal School District is requesting proposals from qualified proposers for a Learning Management System for the school district. General Terms and Conditions and Scope of Services and Specifications for this proposal are contained herein.

Proposals are due no later than 2:00 P.M., Central Time, Thursday, May 19, 2016, at Germantown Schools Administrative Offices, 6685 Poplar Avenue, Suite 202, Germantown, Tennessee 38138. All proposals must be time stamped in at Germantown Schools Administrative Offices, 6685 Poplar Avenue, Suite 202, Germantown, Tennessee 38138, prior to 2:00 P.M., Central Time, Thursday, May 19, 2016. Proposals received after the specified date and time will be considered late and will not be opened. Proposals will not be accepted via any form of electronic media.

The Germantown Municipal School District reserves the right to reject any or all Request for Proposals, waive defects or informalities in Request for Proposals and to make awards as deemed to be in its best interest. If awarded, awards will be made to the lowest and or best proposer.

In compliance with this Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this RFP be accepted, to furnish any or all of the items upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to indemnify, protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, suits or demands for payment that may be brought against the Germantown Municipal School District, agents and employees arising out of the use of any product or article that is provided pursuant to the RFP. Proposer further agrees to indemnify, protect, defend and hold harmless the Germantown Municipal School District, its Board Members, agents and employees from all judgments, claims, demands for payment, or suits or actions of every nature and description brought against the aforementioned alleging injuries and damages sustained by any person arising out of or in the course of the proposer performing or failing to perform the service and/or providing or failing to provide the goods related to this Request for Proposal.

Proposer also certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide his/her/its employees any segregated facilities at any of his/her/its establishments.

The School Districts offer educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability or genetic information.

__________________________________  Terms:_____    Delivery:  Days A.R.O. _______
Company Name

_______________________________              _____________________________________
Address                                                                          Phone                                     Fax

_______________________________             ____________________________________
City                      State              Zip                                 E-mail Address

Names and signatures below certify that you understand and agree to all information in this Request for Proposal.

_______________________________________     ____________________________________
Authorized Representative (Print)           Signature                                Date
GENERAL TERMS AND CONDITIONS:

1. Proposals are due at Germantown Schools Administrative Offices, 6685 Poplar Avenue, Suite 202, Germantown, Tennessee 38138, no later than 2:00 P.M., Central Time, Thursday, May 19, 2016.

2. All pricing must be completed on Proposal Pricing Sheet provided. The bid must include the per student cost for one (1) year. Include any additional costs for the creation of assessments per content/grade level; data migration; breakdown of costs and guaranteed response time for online, phone, and on-site support; installation/setup fees; any needed hardware (i.e. physical server, etc.); and any other charges that are required for the full implementation of the program for one (1) year.

3. Pricing should include one (1) time costs such as software and installation as well as recurring costs such as training, maintenance and support. Pricing quoted shall be Germantown Municipal School District’s final actual cost and shall include all materials, labor, equipment, and/or any other activities required for the completion of the project. F.O.B. Destination. Bid pricing quoted shall be firm until the project(s) have been completed and accepted by the Germantown Municipal School District.

4. Successful proposer will be required to furnish all permits, labor, materials, and equipment necessary to complete this project as per the General Terms and Conditions and Scope of Service and Specifications of this RFP.

5. Bidder’s recommendations must be in compliance with all local, state and federal codes, ordinances, regulations and laws. The successful bidder shall perform its obligations hereunder in compliance with any and all applicable federal, state, and local laws; rules, and regulations, including applicable licensing requirements, according to sound engineering, management and safety practices, and in compliance with any and all reasonable rules of the Germantown Municipal School District relative to the premises. No instructions given in the contract documents shall be construed as an authorization to violate any codes, ordinances, regulations, or laws.

6. The General Terms and Conditions and Scope of Service and Specifications will constitute the requirements for this project. The successful proposer will be responsible for final verification of requirements for completion of this project.

7. Work shall be performed during the Germantown Municipal School District’s normal working hours.

8. The General Terms and Conditions and Scope of Service and Specifications in no way favor one (1) vendor over another. Proposers shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission of the Germantown Municipal School District.

9. Proposals should provide a straightforward and concise presentation, adequate to satisfy the requirements of the Request for Proposal (RFP). Emphasis should be on completeness, clarity of contents and responsiveness to the RFP. Proposals should be structured to respond to the RFP specifications. Format of Request for Proposal response should be as follows:

   a. Executive summary, company organization, and primary contact for this project
   b. Company background and qualifications referenced: Three (3) clients from whom you have currently provided comparable services for K-12 or higher education. Please include contact name, address, telephone number, and email address.
   c. Staffing recommendations for project.
   d. Financial considerations
   e. Project plan
   f. Fee schedule
   g. Other information as specified or included for consideration
   h. Completed and Signed Request for Proposal Cover Sheet
   i. Completed and Signed Certificate of Non-Discrimination Form
   j. Completed and Signed Request for Proposal Agreement
   k. Completed, Signed, and Notarized Hold Harmless Agreement
   l. Completed Proposal Pricing Sheet
   m. Miscellaneous information
   n. Exceptions
10. Proposer to submit three (3) complete hardcopy sets (original and two (2) copies) and three (3) soft copies of CD and/or USB Memory Key. Responses shall be delivered in a sealed envelope and/or carton clearly marked, “RFP #FY160047-Learning Management System”. Time, date and name of RFP must be clearly marked on face of sealed envelope and/or carton. All price quotations and related materials must be received in a sealed envelope.

11. Estimated project timing:

- RFP Issued: April 29, 2016
- Deadline for Questions: May 13, 2016
- RFP Due: May 19, 2016

12. The successful vendor must carry insurance as specified and must be submitted within five (5) business days from date of request.

1. Worker’s compensation coverage in accordance with the statutory requirement and limits of the State of Tennessee
2. Comprehensive General Liability Insurance for bodily injury (including death) and Property Damage Insurance of $1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee
3. Comprehensive automobile liability insurance covering owned, hired and non-owned vehicles with a minimum of Bodily and Property damage of $1,000,000.00 each accident, combined single limit from a company licensed to write insurance policies in the State of Tennessee
4. Excess or umbrella insurance of $1,000,000.00 per occurrence from a company licensed to write insurance policies in the State of Tennessee

13. Germantown Municipal School District shall be supplied satisfactory proof of coverage of the above required insurance. In addition the Germantown Municipal School District shall be conspicuously named on the Certificate of Insurance as an additional insured on Auto, GL, and Excess Policies.

14. The successful proposer agrees that they will function as an independent contractor and agrees to indemnify and hold harmless the Germantown Municipal School District, its Board Members, employees, and agents for any and all claims that may arise out of its duties contracted for pursuant to this bid.

15. Successful proposer will be required to sign a contract with the Germantown Municipal School District for said services based on RFP specifications and their proposal response, as well as any written and/or electronic communications received from proposer in evaluation process. In addition, include copy of any contract your firm may require with proposal. Negotiations may be undertaken with the proposer whose understanding, qualifications, experience, technical approach, fee schedule and financial terms show them to be best qualified, responsible and capable of performing the work and addressing the needs of the district.

16. The Germantown Municipal School District reserves the right to request any additional information deemed necessary in the evaluation of this RFP. Requested information shall be submitted to Purchasing Shared Services within five (5) business days from date of request.

17. Companies submitting RFPs must, if deemed necessary, be willing to meet with the Germantown Municipal School District at the proposer’s expense, to discuss their proposal. The School District shall not bear any costs or obligation with regard to the preparation of the proposal.

18. If at any time the Germantown Municipal School District is dissatisfied with the quality of service provided, a written notice of the specific problem(s) will be furnished to the proposer by certified letter. If the problem(s) is not corrected to the satisfaction of the Germantown Municipal School District within thirty (30) business days of this written notice, this entire contract may be unilaterally terminated by the Germantown Municipal School District with no further obligation on their part. Contract may also be terminated if three (3) or more such occurrences occur within any twelve (12) month period.

19. The General Terms and Conditions and Scope of Service and Specifications listed in this proposal constitute the total terms and conditions that will be acceptable. The Germantown Municipal School District will not be bound by conditions other than those stated. RFP award will be made to the best responsive company and/or firm meeting the requirements of the Germantown Municipal School District.
20. The Germantown Municipal School District reserves the right to reject any or all responses, waive defects or informalities in responses and to make awards as deemed to be in its best interest. Award will be made to the best company and/or firm to be determined by the Germantown Municipal School District, if awarded.

21. State whether your firm is certified by State of Tennessee as a drug-free workplace

22. Any exceptions to the General Terms and Conditions and Scope of Service and Specifications must be clearly stated in the RFP response.

23. Costs not delineated in the RFP response will not be negotiated in the contract.

24. Any alteration to this RFP document by a proposer will deem that proposer’s response to this RFP as null and void.

25. Any and/all revisions made to this Request for Proposal prior to due date will be posted on the following websites and will be the responsibility of the proposer to check for any and/all revisions: http://www.bartlettschools.org.

26. The Germantown Municipal School District has the right at their discretion to terminate or renegotiate this Agreement due to occurrence of any event or action beyond its control. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

27. The Germantown Municipal School District reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from the RFP. Each of the piggyback Institutions will issue their own purchasing documents for purchasing of the goods/services by bidding of this service. Proposer agrees that the Germantown Municipal School District shall bear no responsibility or liability for any agreements between Proposer and the other Institution(s) who desire to exercise this option.

28. Any statement or words (i.e.: must, shall, will, etc) are declarative statements and the proposer must comply with the condition. Failure to comply with any such condition may result in the proposal being non-responsive and disqualified.

29. Unless specified otherwise in the proposal package, the proposer must provide new supplies. New, as used in this clause, means previously unused materials. Material includes but is not limited to, raw material, parts, items, components, and end products. Proposer submission of other than new materials may be cause for the rejection of their proposal. Delivery of refurbished equipment after this proposal is awarded will be considered a breach of contract.

30. The Germantown Municipal School District reserves the right to add or delete goods and/or services as the need arises. If goods and/or services are to be added, the Germantown Municipal School District and the successful proposer will arrive at mutually agreed pricing.

31. It is agreed and understood that state laws shall govern any contract and/or order placed as a result of this RFP. The rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of Tennessee.

32. During the period of this contract, no change will be permitted in any of its conditions and specifications unless the Contractor receives written approval from the Germantown Municipal School District.

33. The Germantown Municipal School District offers educational and employment opportunities without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.

34. The Germantown Municipal School District encourages qualified minority and/or women-owned businesses to submit bids. The Germantown Municipal School District bids without regard to race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law.
35. **NON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this Contract, funds for this Contract are payable from state, federal and or local appropriations. In the event that no funds or insufficient funds are appropriated and budgeted for monetary obligations which would otherwise be due and owing under the terms of this Contract, this Contract shall become null and void. After such termination of this Contract, the Customer shall have no continuing obligation under the terms of this Contract.

36. All questions related to purchasing regarding this Request for Proposal must be submitted electronically to Kevin Jones, Chief Financial Officer, Germantown Municipal School District, kevin.jones@gmsdk12.org, no later than 4:00 P.M., Central Time, Friday, May 13, 2016. All questions related to specifications should be directed to Mason Grace, Curriculum Technology and Communications Coordinator, Germantown Municipal School District, mason.grace@gmsdk12.org, no later than 4:00 P.M., Central Time, Friday, May 13, 2016. **ONLY E-MAIL QUESTIONS WILL BE ANSWERED.**
SCOPE OF WORK and SPECIFICATIONS:

Content Management & Sharing
Allow course creators to share content across an institution using the LMS, without leaving the LMS.

Offer an option for a storage repository in which course creators have the ability to share and receive content already created from other users based on permission controlled, shared content repositories (in platform)

- Content management discussion/collaboration tools
- Shared learning object content from any LMS, including:
  - Rubrics, pages, tests/quizzes, discussions and assignments
- Question pool randomization from shared item banks

Have the ability to import and export courses and content via Common Cartridge.

Have the ability to import, store, and play SCORM 2004 files

Workflow Management and Administration
Have an assessment option available in the LMS, not in a separate application

Have at least five different question types available for an assessment question.

Have regular updates to the LMS, including a calendar of the previous year’s update schedule

Allows instructors to individually assign work to specific students in a class. A separate class should not be needed in order to deliver content to a specific user group. Within each class, student grouping should be available to allow differentiation to take place without requiring students to enroll in a separate class.

Have the ability for a teacher to see the amount of work a student has across a student’s entire schedule of classes for workload planning.

Seamless Google and Microsoft integration (SSO, OneDrive/Google Drive etc.)

The system should be able to incorporate state standards into courses.

State standards should be track-able and reportable as related to assignments and learning objects.

Ability to align individual test question items to learning outcomes/standards.

Native support for SCORM and ability track SCORM specific statistics, such as attempts and interactions within the SCORM package.

Folder scaffolding to support existing teacher classroom management/ lesson planning methods

Project-based and individual small group assignment/discussion/quiz

Communication
Have the ability to post communication to each school within a district from a single location, including a poll.

Ability to easily post communications to each schools within the district(s), and to multiple buildings at once from a single location --- including the ability to post a poll.

Administration Management
Have the ability to dedicate specific user roles such as a building administrator, teacher, and guidance counselor.

Ability to connect with educators outside of the current school and district to collaborate and share resources.

Teacher and student usage analytics tracking, including time spent in specific courses per user

The LMS must have the ability to provide instance wide reporting for all users involved.
This includes providing a report for login date, time, and length for every user including students and teachers. This includes the ability for administrators to see assessment, assignment, and other scores for every course in the institution.

**Parent Accounts**
The LMS must provide districts with parental accounts allowing parents to view contents of course, check grading, and see messages from teachers. This feature should allow parents of multiple students to have one login for all students. This feature must be included in the pricing model.

**Gradebook and Progress Monitoring**

SIS (including PowerSchool) sync ability, including grade pass back and courses

In addition to the ability to weight categories, terms/grading periods must have the option of being weighted. Ability to create a tiered, hierarchical grading structure such that terms/grading periods can be defined, each with their own weight that is a rollup of the corresponding terms/sub--grading periods. An overall course grade must be able to be applied. For example, must be able to demonstrate the following scenario:

--- Semester 1
--- Q1 (40%)
--- Q2 (40%)
--- ExamS1 (20%)

--- Semester 2
--- Q3 (40%)
--- Q4 (40%)
--- ExamS2 (20%)

--- Overall Course Grade (50% Semester 1 & 50% Semester 2)

**Gradebook Filtering/Section Management**

- By Student Groups
- By Grading Category
- By Grading Terms and Marking Periods
- By Section (Teach Multiple Sections from one Course)

**Track Student Growth on Specific Learning Objectives**

**Track Content Linked To Class Performance via Mastery**

**Mastery Reporting from Any Combination of Standards/Learning Outcomes**

- Test and Quizzes Item Level Standards Alignment
- Mastery/Progress Reporting by Student, Standard/Outcome and Assessment

**Mobile Access and Device Management**

Single app deployment: Complete Classroom Workflows in ONE Mobile App (one for iOS & one for Android)

- Mobile Assignment Workflows
- Mobile Grading Workflows

Device Agnostic, Cross Platform tools for grading, annotating, audio and video recording

- Both web and mobile, visible from either
Bid Alternate

Assessment

- Import benchmark assessment items previously purchased to be given 3 times per year.
- Provide additional assessment questions for formative assessments and progress monitoring of standards mastery.

Germantown Municipal School District:

Dogwood Elem.  Farmington Elem.  Houston High
8945 Dogwood Rd.  2085 Cordes Rd.  9755 Wolf River Blvd.
Germantown, TN 38139  Germantown, TN 38139  Germantown, TN 38139

Houston Md.  Riverdale Elem.
9400 Wolf River Blvd.  7391 Neshoba Rd.
Germantown, TN 38139  Germantown, TN 38139
CERTIFICATE OF NON-DISCRIMINATION

By submission of this Request for Proposal, the contractor (NAME OF FIRM) certifies that he/she/it does not discriminate against any employee or applicant for employment on the grounds of race, age, color, national origin, religion, sex, disability, genetic information, or any other classification protected by federal, Tennessee state constitutional, or statutory law; and does not and will not maintain or provide for his/her/its employees any segregated facilities at any of his/her/its establishments; and, further, that he/she/it does not and will not permit his/her/its employees to perform their services at any location under his/her/its contract where segregated facilities are maintained.

______________________________
CONTRACTOR’S NAME

______________________________
SIGNATURE

______________________________
DATE

______________________________
Printed or Typed Name of Individual Signing for the Contractor
REQUEST FOR PROPOSAL AGREEMENT

In compliance with the Request for Proposal, in consideration of the detailed description attached hereto; and subject to all conditions thereof, the undersigned agrees, if this Request for Proposal be accepted, to furnish any or all services upon which prices have been quoted in accordance with the specifications applying at the price set opposite each item. The undersigned further agrees, if awarded an order or contract, to protect, defend and hold harmless the Germantown Municipal School District from any suits or demands for payment that may be brought against it for the use of any product or article that becomes a part of an order or contract, and further agrees to indemnity and hold harmless the Germantown Municipal School District from any suits or actions of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by any party or parties, or his servants or agents in the course of fulfilling the terms of the contract and/or Request for Proposal.

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HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement is between ____________________________________

Name of Contractor
(hereinafter Contractor), and the School District named in this Request for Proposal.

Contractor agrees that as a condition precedent to “Contractor” being awarded a contract from the Germantown Municipal School District “Contractor” agrees to indemnify, protect, defend, and hold harmless the Germantown Municipal School District, its Board Members, agents, and employees from all judgments, claims, demands for payment, suits or actions of every nature and description brought against the School District, its Board Members, agents and employees alleging injuries or damages sustained by any person arising out of or in the course of “Contractor’s” providing goods or services to the School District.

(Name of Contractor)
BY: _________________________________________
TITLE: _______________________________________

State of Tennessee
County of Shelby
____________________________________________________ personally appeared before me, the undersigned, with whom I am personally acquainted and who, upon oath, acknowledged that he/she/it executed the within instrument for the purposes therein contained, and who further acknowledge that he/she/it is authorized to execute this interment on behalf of ________________________________.

____________________________________________________
Signature

Witness by hand and Notaries seal at office this ______ day of ________________, year of ________.

_______________________________________________
Notary Public

My Commission Expires: ________________________________
Proposal Pricing Sheet

All pricing must be completed on Proposal Pricing Sheet provided. The bid must include the per student cost for one (1) year. Include any additional costs for the creation of assessments per content/grade level; data migration; breakdown of costs and guaranteed response time for online, phone, and on-site support; installation/setup fees; any needed hardware (i.e. physical server, etc.); and any other charges that are required for the full implementation of the program for one (1) year.

Pricing should include one (1) time costs such as software and installation as well as recurring costs such as training, maintenance and support. Pricing quoted shall be Germantown Municipal School District’s final actual cost and shall include all materials, labor, equipment, and/or any other activities required for the completion of the project. F.O.B. Destination. Bid pricing quoted shall be firm until the project(s) have been completed and accepted by the Germantown Municipal School District.

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Bid Alternate

Assessment

2. Per Student Cost for one (1) year _____

- Import benchmark assessment items previously purchased to be given 3 times per year.
- Provide additional assessment questions for formative assessments and progress monitoring of standards mastery.

Projected Completion Date: __________________________

Company Name
All price quotations and related materials must be received in a sealed envelope. Time, date and nature of RFP must be clearly marked on face of sealed envelope. Attach label below to the outside of your RFP submission.

FIRM NAME

__________________________________  
__________________________________  
__________________________________  

Mr. Mason Grace
Germantown Municipal School District
6685 Poplar Ave, Suite 202
Germantown, Tennessee 38138

RFP DUE

Date: _______________________________
Time: _______________________________
Nature of RFP: _______________________________

All RFPs must be received and time-stamped in Germantown Schools Administrative Offices, 6685 Poplar Avenue, Suite 202, Germantown, Tennessee 38138, prior to stated date and time on Proposal Cover Sheet. RFPs received after the specified date and time are considered late and will not be opened.