



**PURCHASING DEPARTMENT  
FINANCIAL SERVICES  
NEVADA SYSTEM OF HIGHER EDUCATION (NSHE)  
REQUEST FOR PROPOSAL 198 FOR  
ONLINE LEARNING MANAGEMENT SYSTEM**

**RELEASE DATE:** Tuesday, March 8, 2011

**LAST DAY FOR QUESTIONS:** Wednesday, March 16, 2011 @ 5:00 p.m. Local Time

**LAST DAY FOR ADDENDA :** Wednesday, March 30, 2011 @ 5:00 p.m. Local Time

**OPENING DATE, TIME and LOCATION:** Tuesday, April 12, 2011 @ 2:00 p.m. Local Time  
College of Southern Nevada  
3200 E Cheyenne Avenue, Sort Code J1C  
**Financial Services Building**  
North Las Vegas, NV 89030

Sealed proposals, **one original and five (5) copies**, subject to the terms, conditions and scope of services, herein stipulated and/or attached hereto, will be publicly opened as stated above. **All proposals must be received on or before this date and time to be considered.** Proposals may be mailed to the address above.

Or hand delivered to CSN Purchasing Department located in the Financial Services Building, on the CSN Cheyenne campus. Please go to <http://www.csn.edu/pages/2131.asp> to view a map of the CSN Cheyenne campus.

If you should have any questions regarding this Request for Proposal, fax or e-mail your questions directly to:

**Mark Cahill, Interim Director of Purchasing**  
Mark.cahill@csn.edu  
Phone: (702) 651-4350  
Fax: (702) 651-4348

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## **SECTION A** **INTRODUCTION**

### **1. PURPOSE OF REQUEST**

College of Southern Nevada, herein after referred to as CSN, and Truckee Meadows Community College, herein after referred to as TMCC, invites interested parties to submit a Proposal for a comprehensive Online Learning Management System. Proposers can submit their sealed proposals to furnish a system that encompasses all requirements hereinafter listed, supply training, and ongoing support as specified. Award of the submittal may be for CSN, TMCC or both CSN and TMCC (identified as BOTH).

### **2. INSTITUTIONS**

**College of Southern Nevada (CSN)** creates opportunities and changes lives through access to quality teaching, services and experiences that enrich our diverse community. CSN is part of the Nevada System of Higher Education (NSHE), which is comprised of two universities, a state college, four community colleges and a research institute and is governed by the Board of Regents. Founded in 1971, CSN is the largest and most ethnically diverse higher education institution in Nevada. CSN offers more than 215 degree and certificate options in more than 130 areas of study, including 28 degree and certificate programs available entirely online. With approximately 43,500 students, CSN has three main campuses in Southern Nevada and nine additional centers.

CSN has been the backbone of the state's dynamic growth and prosperity since 1971, when the college first opened its doors to 402 students. Since that time, CSN has grown along with Southern Nevada and now has more than 43,000 students. With the recent downturn in the economy, CSN has seen unprecedented growth as the community looks to the college to be the economic diversification engine the Las Vegas Valley needs during these uncertain times.

There are approximately 5526 for-credit courses per semester and approximately 14 non-credit courses per semester. CSN currently has Angel 7.4 implemented as our learning management system. There are currently a total of 5540 Courses, 64 Groups, and 883 Learning Object Repositories in our Angel implementation. The online campus currently house 18,722 courses and the online departments contain another 4,410 courses. There are an additional 55 groups and 98 repositories within the onlinedepartments.csn.edu installation of Angel.

In 2009, CSN served over 67,000 students and every student, faculty and staff member had an account with LMS. Additionally, CSN uses the ePortfolio tool to support teaching/learning and faculty tenure. This tool supports an additional 13,000 users annually. On the first day of Spring 2011, CSN saw more than 98,000 course logins with a total of 395,169 logins for the first week of the semester.

**Truckee Meadows Community College (TMCC)** was established in 1969 and is continually growing and finding new ways to prepare students for the real world. TMCC is also a part of the Nevada System of Higher Education. TMCC offers both degree and certificate options. TMCC has over 13,000 students, a main campus and four sites. TMCC currently has Angel 7.4 and MOODLE implemented as learning management systems. There are currently approximately 850 Courses, 55 Groups, and 364 Learning Object Repositories.

3. **TERMINOLOGY**

RFP	The term “RFP” as used throughout this document will mean Request for Proposal.
PROPOSER	The terms “Proposer” as used throughout this document will mean the respondents to this Request for Proposal
CONTRACTOR	Successful Proposer(s)
CONTRACT DOCUMENTS	The Request for Proposal documents, Proposer's proposal and any mutually agreed upon written modifications
CONTRACT	Agreement
DIRECTOR	The term “Director” as used throughout this document will mean the College of Southern Nevada Interim Director of Purchasing.
REQUEST	Request for Proposal, RFP
CSN	College of Southern Nevada
TMCC	Truckee Meadows Community College
LMS	Learning Management System
NSHE	The Nevada System of Higher Education. NSHE is Nevada’s public higher education system. It is comprised of two universities, a state college, four community colleges and a research institute and is governed by the Board of Regents.
BOARD OF REGENTS	The elective body that has been vested by the Constitution of the State of Nevada to have exclusive control and administration of NSHE. The Board of Regents is the contracting party for any NSHE contract. The Board of Regents acts on behalf of CSN.

**SECTION B**  
**SUBMISSION INSTRUCTIONS**

CSN and TMCC invite you to submit a proposal on the material and/or services specified within this Request for Proposal. Please read carefully all instructions, introduction, general terms and conditions, purchase order terms and conditions, scope of work and/or specifications, pricing response form, RFP response form, sample insurance if applicable, and sample contract if applicable. Failure to comply with the instructions, terms and conditions, scope of work and/or specifications, of the Request for Proposal may result in your proposal being declared non-responsive.

1. **PREPARATION AND SUBMISSION**

- a) The Proposer is expected to examine the entire Request for Proposal including any attachments. Failure to do so will be at the Proposer's risk.
- b) If it becomes necessary to revise any part of this Request for Proposal, a written addendum will be provided to all Proposers. CSN is not bound by any oral representations, clarifications, or changes made in the written specifications by CSN employees, unless such clarification or change is provided to Proposers in written addendum form from the Purchasing Department. All addenda must be acknowledged on the **RFP Response Form**. Proposal may be considered non-responsive in the event Addenda are not acknowledged.
- c) Other attachments may be included with no guarantee of review.
- d) All proposals shall be typed in a font no smaller than 10 points on 8 ½" x 11" paper bound with tabbed dividers labeled by section to correspond with the evaluation information requested. In an effort to **GO GREEN**, try to omit the use of 3-hole binders or other non-recyclable packaging, and instead bind your packet together by staple, rubber band or standard binder clips.
- e) **If applicable, prices are to be submitted on the Pricing Response Form provided or true copies thereof** and must be manually signed by pen. If any erasures or changes appear on the form, each such correction must be initialed by the person signing the proposal. Proposers shall include with their forms the necessary documents or attachments as required in this document. **All figures must be written in ink or typewritten.** If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.
- f) Proposals along with all required documents as described in this Request for Proposal must be sealed and submitted in an envelope with the response form and **MUST** indicate the name of the Proposer, RFP number, title as listed on the first page of the Request for Proposal, and date and time of opening on the outside of the envelope. **Telegraph, facsimile, email or telephone proposals will not be considered. Pricing MUST be submitted in a separate sealed envelope.**
- g) The Proposer shall submit one (1) clearly labeled original and five (5) copies of their proposal. The name of the Proposers' firm shall be indicated on the spine and/or cover of each binder submitted.
- h) No responsibility will attach to CSN or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open, a proposal not properly addressed and identified.
- i) Alterations, modifications or variations may not be considered unless authorized by this document or by an addendum.

- j) When not otherwise specified, Proposer must definitely state time of proposed delivery. Days must be calculated in consecutive calendar days.
- k) All equipment or supplies shall be new, and of the manufacturer's current model unless specified herein.
- l) Any irregularities or lack of clarity in the invitation should be brought to the attention of the CSN Purchasing Department, as soon as possible so an addendum may be furnished to all Proposers.

Any clarification of instructions, terms and conditions, insurance or offer preparation shall be made only by the Director of Purchasing or the Purchasing Representative listed on page one of this Request for Proposal. Verbal clarifications will not be binding. Written clarifications will be by addenda and posted on the CSN Website: <http://www.csn.edu/pages/2144.asp> and/or faxed to all prospective Proposers who received a copy of the RFP. Proposers who have registered with the Purchasing Desk may be notified via fax as well.

- m) Altering the Request for Proposal form may render the proposal null and void.
- n) Persons or firms submitting an offer for this Request are certifying that they have had no contact with an employee or member of the Nevada System of Higher Education (NSHE), in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the Nevada System of Higher Education (NSHE) shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of the above shall be just cause for rejection of that particular offer without further consideration.
- o) All Proposers, by signing the **RFP Response Form**, certify that they agree to the terms and conditions set forth in this RFP and attached sample contract unless otherwise stated.
- p) All Proposers, by signing the **RFP Response Form**, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- q) Proposals, attachments and **RFP Response Form** shall be enclosed in sealed envelopes and addressed to:

College of Southern Nevada  
Purchasing Department, Sort Code J1C  
3200 E Cheyenne Avenue  
Las Vegas NV 89030

The name and address of the Proposer and the RFP No. shall be clearly marked on the face of the envelope. If Proposer has already submitted the initial Request for Proposal response prior to receiving the addendum, addenda must be submitted in a sealed envelope and marked in the same manner as the original Request for Proposal.

- r) CSN and TMCC accept no responsibility or liability for any costs incurred by a responding firm prior to the execution of the contract.
- s) BOTH institutions reserve the right to contract for less than all of the services identified herein and may independently accept the Proposal that serves the best interest of their institution.

2. **EVALUATION OF PROPOSALS**

- a) At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process.
- b) An evaluation committee shall evaluate proposals based on the criteria listed below. CSN and TMCC reserve the right to create a “short list” of firms to be interviewed. The firms invited to interview will be evaluated again using the same criteria, but the second scoring will be based on each respondent’s presentation and discussion. At the conclusion of the evaluation, the committee will recommend firm(s) for award.
- c) A contract will be awarded on the basis of which proposal(s) is/are best suited to fulfill the requirements of the RFP and meet the individual needs of CSN and TMCC. BOTH reserve the right not to make an award if it is deemed that no single proposal fully meets the requirements of this RFP.
- d) CSN and TMCC will be the sole judge as to the acceptability, for our purposes, of any and all proposals.
- e) Any letters of recommendation that are submitted with the response, but not specifically requested, will not be evaluated.
- f) Proposals will be evaluated according to the evaluation criteria stated below:
  - i. Does the product have the requested features?
  - ii. Does the product have the requested specifications listed under additional requirements?
  - iii. Does the product have the ability to integrate with other systems?
  - iv. Level of and quality of support for faculty, staff and students.
  - v. Experience in working with similar size colleges.

3. **LATE PROPOSALS**

Formal, advertised Request for Proposals indicate a time by which the proposal must be received in the CSN Purchasing Department. Any proposal received after that date and time will be rejected and will not be considered or will be returned unopened upon request by, and at the expense of the Proposer. Proposer is responsible for ensuring third party deliveries arrive at the time and place as indicated in this document.

4. **PUBLIC OPENING OF RFPs**

At the date and time stated in this Request, all proposals will be opened publicly and the name of the respondents will be recorded. To maintain confidentiality of all responses, no other information will be revealed at the opening or during the evaluation process. Prospective Proposers, their authorized agents and other interested parties are invited to be present.

5. **WITHDRAWAL OF PROPOSAL**

Any prospective Proposers may request withdrawal of a posted, sealed RFP prior to the scheduled opening time provided the request for withdrawal is submitted to the CSN Purchasing Department in writing, or presents themselves in person with proper identification to the CSN Purchasing Department and verbally requests the proposal be withdrawn and signs for its receipt.

**SECTION C**  
**GENERAL TERMS AND CONDITIONS**

1. **ACCEPTANCE PERIOD**

The Proposer agrees to a minimum of 120 calendar day acceptance period from the date of public opening.

2. **APPROPRIATIONS**

The terms of this Contract are contingent upon sufficient appropriations and authorizations being made by CSN for the performance of this Contract. If sufficient appropriations and authorizations are not made by CSN, this Contract shall terminate, without penalty, upon written notice being given by CSN to the Contractor. CSN's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

3. **AWARD OF CONTRACT**

- a) Award will be made to the most responsible and responsive Proposer(s). The basis of award will be determined by evaluation of items as listed in section titled "**Evaluation of Proposals**" and any other established purchasing methods that are applicable, which may include life cycle cost, quality, availability, conformance to specifications, financial capability and service, all in the best interests of the requesting department and CSN.
- b) CSN reserves the right to award on a multi-year basis, not to exceed five (5) years with a not for cause termination clause.
- c) The Proposer is solely responsible for the content of its proposal that best meets the evaluation criteria set forth in the Request for Proposal. Previously published data in support of experience, financial or performance capability will be evaluated if such data reflects a current position and such data is submitted as a part of the response to the Request for Proposal.
- d) CSN reserves the right to reject any or all proposals or any part of the proposal and to waive informalities and minor irregularities in the proposals received.
- e) A formal Contract will be signed by each successful Proposer to perform this service.
- f) The terms and conditions contained in the attached sample contract or, in the sole discretion of CSN, terms and conditions substantially similar to those contained in the contract, will constitute and govern any agreement that results from this RFP. If the Proposer takes exception to any terms or conditions set forth in the contract, Proposer will submit a specific list of the exceptions as part of its response to this RFP. Proposer's exceptions will be reviewed by CSN and may result in disqualification of Proposer's offer as non-responsive to this RFP. If Proposer's exceptions do not result in disqualification of Proposer's response, then CSN may consider Proposer's exceptions when CSN evaluates the Proposer's response.
- g) The CSN Purchasing Department reserves the right to enter into discussions with any one or all of the Proposers after proposals have been initially reviewed by CSN. Such discussions may be for clarification of proposal content contained in a responsive proposal and/or may result in request for a "Best and Final" offer from Proposer(s). Such responses shall be subject to all provisions, terms and conditions as set forth in the Request for Proposal, unless otherwise modified.

- h) CSN reserves the right to immediately terminate the contract for cause. CSN reasonably believes that the funding will be available for the whole project. If CSN does not have sufficient funding available to continue this project, it shall be terminated when the appropriated funds expire or by a thirty (30) days written notice of termination.
- i) Any governmental, state, or public entity within the State of Nevada may utilize this RFP at their option to obtain equipment or services at the RFP price throughout the term of this contract. The University of Nevada at Las Vegas, The University of Nevada, Reno, Truckee Meadows Community College, Great Basin College, Western Nevada College, Desert Research Institute, and Nevada State College and College of Southern Nevada are all part of the Nevada System of Higher Education and may want to tie onto the contract(s) awarded as a result of this RFP at a later date.

4. **COMPLIANCE**

Proposers are required to comply with all OSHA, EPA, ADA and other relevant state and federal standards, codes and regulations that may apply, where applicable.

5. **CONFIDENTIAL TREATMENT OF INFORMATION**

Proposers shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Request for Proposal.

6. **CONFLICT OF INTEREST**

Persons or firms submitting an offer on this Request are certifying that they have had no contact with an employee or member of the NSHE in any manner which would give that company or person submitting such an offer, any advantage over any other company or person submitting an offer. Employees and members of the NSHE shall not receive any compensation, in any manner or form, nor have any vested interest, directly or indirectly, of any kind or nature inconsistent with loyal service to the public. A violation of any of the above shall be just cause for rejection of that particular offer without further consideration.

7. **DEFAULT OF CONTRACT**

In case of default of the contractor, CSN may procure the articles or services from the other sources and hold the contractor responsible for any excess cost occasioned thereby; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefore shall be made at the proper reduction in price.

8. **DISQUALIFICATION OF PROPOSERS**

Proposers may be disqualified and rejection of proposals may be recommended by the CSN Purchasing Department for any of (but not limited to) the following causes:

- a) Failure to use the forms furnished by CSN.
- b) Lack of signature by an authorized representative on the response form.
- c) Failure to properly complete the response.
- d) Evidence of collusion among Proposers.
- e) Unauthorized alteration of forms.

- f) Failure to submit requested documents.
- g) Failure to furnish proof of receipt of any addendum pertaining to that particular project.
- h) Any Proposer who has defaulted on prior contracts or is guilty of misrepresentation by any member of that particular firm.
- i) CSN reserves the right to waive any minor informality or irregularity.

9. **FAILURE TO FURNISH AT SPECIFIED PRICE**

If a successful Proposer fails to furnish any item at the price specified in the offer, whether such failure is due to a mistake of fact by the Proposer or any other reason, the Director of Purchasing, may cause the name of such Proposer to be removed from the list containing the names of prospective Proposers to whom Request for Proposals are mailed, for such period of time, not exceeding one (1) year or less than six (6) months, or the payment of a penalty of five (5) percent of total price of all items on which was submitted, as the Director of Purchasing may determine.

10. **PAYMENT TERMS**

Payments shall be made within thirty days of acceptance of the related invoice, unless otherwise stated. Should the acceptance of such invoices be in doubt, the successful Proposer shall not be due any interest or penalty on any unpaid amounts.

11. **PROMPT PAYMENT DISCOUNTS**

The offered discount of a successful Proposer will not form a part of the award evaluation. In connection with any discount offered, time will be computed from the date of delivery of the equipment or supplies at destination or from the date the correct invoice is received by CSN, whichever is later. Payment is deemed to be made for the purpose of earning the discount the date the CSN check is mailed.

12. **PROTESTS**

Any Proposer, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest must be submitted in writing to the Director of Purchasing, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the Director of Purchasing will promptly issue a decision in writing to the Protestor. If the Protestor wishes to appeal the decision rendered by the Director of Purchasing, such appeal must be made in writing to the CSN Senior Vice President for Finance & Facilities. The decision of the CSN Senior Vice President for Finance & Facilities will be final. The CSN Senior Vice President for Finance & Facilities need not consider protests unless this procedure is followed.

13. **SAMPLES**

Proposers may be required to furnish a sample of the product being offered after the RFP opening for further evaluation. Proposers will be responsible for any charges involved in shipping and picking up their samples.

14. **SMALL BUSINESS CONCERNS**

- a) Minority business concerns will be afforded full opportunity to submit proposals in response to this Invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

**DEFINITIONS AND REQUIREMENTS**

**(1) Minority Owned Business Enterprise (MBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of African American, Hispanic American, Asian-Pacific American, or Native American ethnicity.

**(2) Women Owned Business Enterprise (WBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

**(3) Disabled Owned Business Enterprise (DBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the Federal Americans with Disabilities Act.

**(4) Veteran/Disabled Veteran Business Enterprise (VDBE)**

An independent business which performs a commercially useful function and is at least 51% owned and controlled by one or more veterans/disabled veterans who have served in the active military and discharged under conditions other than dishonorable.

**(5) Small Business Enterprise (SBE)**

An independent business which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, veterans, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

- b) All Proposers, by signing this proposal, certify that they are an Equal Opportunity/Affirmative Action Employer, unless otherwise stated.
- c) CSN may request the successful Proposer to provide reports related to use of Second Tier sub-contractors/suppliers. Reports may include, but are not limited to: Second Tier sub-contractors/suppliers general information, descriptions of goods and/or services provided, and the dollar and percentage amount spent on Second Tier sub-contractors/suppliers in the performance of the RFP.

15. **TAXES, LICENSES AND PERMITS**

It is the Proposer's responsibility for securing all required licenses, permits and insurance necessary for the proper execution and completion of the work involved. CSN is exempted from paying state, local and federal excise taxes.

**SECTION D**  
**PURCHASE ORDER TERMS AND CONDITIONS**

1. **ADDITIONS/CHANGES**

No extra work, additions, alterations, including changes in price will be paid by NSHE/CSN unless agreed to and performed pursuant to and in accordance with a written revision to the order.

2. **CANCELLATIONS**

NSHE/CSN reserves the right to cancel this order without cause at any time. An equitable adjustment in price and/or delivery schedule will be negotiated for products completed or in process at the time of the cancellation, but in no event shall NSHE/CSN be required to pay more than Seller's actual cost of labor and supplies consumed to the point of cancellation.

3. **CONFLICTING TERMS**

The above terms and conditions may only be modified by NSHE/CSN with the exception of clauses which may be in conflict with any bid, proposal or contract pertaining to this project. Bid, proposal or contract terms and conditions will take precedence.

4. **DEBARMENT/SUSPENSION STATUS**

The Proposer/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.

5. **DELIVERY**

Delivery must be made within the time stated and only to the destination stated on this order. If Seller fails to deliver on time, NSHE/CSN reserves the right to purchase elsewhere, and may reject goods and services not delivered or furnished on the date specified on this order.

6. **GOVERNING LAW**

Seller agrees that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this order. Any and all disputes arising out of or in connection with the order shall be litigated only in the 8th Judicial District Court in and for Clark County, State of Nevada, and Seller hereby expressly consents to the jurisdiction of said court.

7. **INDEMNIFICATION**

Seller, shall indemnify, defend and hold harmless NSHE/CSN from and against any and all liabilities, claims, losses, lawsuits, judgments and or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Seller or any of its officers, employees and agents, which may occur during or which may arise out of the performance of this order.

8. **INSURANCE**

All Seller's performing work on NSHE/CSN premises are **required** to provide evidence of coverage for Worker's Compensation and General Liability; Automobile Liability and Professional Liability if applicable all in the minimum limits as required.

9. **INVOICES**

Submit invoice(s) as instructed on the face hereof immediately upon delivery or completion of order. The purchase order number must be referenced on the invoice.

10. **NON-DISCRIMINATION**

The Seller shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. He shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, sexual orientation, religion, age, disability, race, color, creed, or national origin. He shall comply with and shall require his/her Subcontractors to comply with the applicable provisions of Title 28 and Title 53 of the Nevada Revised Statutes.

11. **PRICE WARRANTY**

Seller warrants that the price(s) for the items or services sold hereunder are not less favorable than those extended to any other customer (whether government or commercial) for the same or similar items or services in similar quantities. In the event the Seller reduces its price(s) for such items or services during the term of this order, Seller agrees to reduce the price(s) hereof accordingly. Seller warrants that price(s) shown on this order shall be complete and no additional charges of any type shall be added without express written consent from NSHE/CSN.

12. **PROMPT PAYMENT DISCOUNT**

Seller's prompt payment discount is to be calculated from date of receipt of shipment, completion of services or date of receipt of correct invoice, whichever is later.

13. **PURCHASE ORDER NUMBERS**

NSHE/CSN purchase order numbers must appear on all packing slips, shipping documents, labels, and invoices.

14. **STANDARDS AND REGULATIONS – FEDERAL AND STATE**

In performance of the order, Seller shall comply with all federal, state and local laws, rules, ordinances and regulations, and all materials and work or services furnished hereunder shall be produced or furnished in full and complete compliance therewith.

15. **TAX EXEMPTION**

NSHE/CSN is exempt from Nevada State sales tax as provided by Nevada Revised Statutes 372.325 and 374.330. The NSHE State Tax Exempt Number is RCE-004-115. The Federal Tax ID number is 88-6000024.

16. **TERMINATION FOR DEFAULT**

In the event of the Seller's default hereunder, NSHE/CSN may exercise any or all legal rights available, both at law or in equity. The prevailing party shall be entitled to attorneys' fees and costs. A breach or default may be declared with or without termination. The Seller's obligations that by their terms would ordinarily be expected to survive a termination or an order will survive indefinitely.

**SECTION E**  
**SCOPE OF WORK/SPECIFICATIONS**

**I. Project Background and Scope**

**A. Introduction**

The project is to migrate the current CSN implementation of Angel 7.4 Learning Management System (LMS) to a vendor implemented, hosted and maintained learning management system. Bidders are to address each of the following issues in their proposal response and demonstrate their ability to provide the services and support requested.

**B. Project Services**

CSN has identified that by expanding online academic programs and developing online student access, the College will have the ability to increase capacity to respond to the increased demand for quality online courses.

The College seeks capacity to:

- Quickly provide needed programs that utilize online program delivery methods.
- Respond quickly to needs.
- Provide critical workforce and professional courses utilizing online delivery.
- Increase the College's capacity to provide highly sought courses to accommodate institutional enrollment growth in high demand/quality programs.

The successful provider will develop program services to deliver the following:

**1. Faculty Development:**

- Provide *Train the Trainer* for lead DE Faculty, on-site configuration, LMS administration, and support staff.
- Describe resources available for end users and system admins. Include all documentation and tutorials that can be utilized on site to meet the institution's needs.
- Describe online help, knowledgebase, or other support services
- Provide a comprehensive training plan including but not limited to:
  - Beginner, Intermediate, and Advanced LMS.
  - Tool Specific Training
  - Online pedagogy
  - Best practices in online teaching/facilitation

**2. Infrastructure:**

- Potentially host Application Administration for online delivery programs.
- Potentially host the Learning Management System and associated administrative tools. If vendor-hosted, provide 99% availability of the learning management.

### 3. Customer Service:

- Provide for 24 hour 7 day a week online student support services (student courses, guides, and learning materials).
- Provide online, chat-based support, online trouble ticket submission and tracking, enterprise reporting and satisfaction tracking, tracking and an option for phone-based live support with a toll-free contact number. Provide estimated time to respond, first call resolution, and user satisfaction survey projections. Provide a dedicated account manager.

### 4. Content of LMS

CSN has requested various features be included in the new Learning Management System.

**Attachment A, LMS Features and Descriptions**, contains a consolidated list based on testing of the faculty-requested features to be included in the LMS.

If there are any features you do not currently have in your inventory, you must source for the feature and integrate them into your system.

## II. Program Strategies and Scope

The provider of services will deliver the following:

- Facilitate, manage, and implement a scalable online academic delivery and student support services enterprise. This will be accomplished through central coordination and accountability for program development and support activities.
- Facilitate the offering of comprehensive online academic programs in high demand areas such as Business Management, Accounting, Resorts & Gaming, and Criminal Justice.
- Assessment and Measurement for Success for the following:
  - a. Online enrollment statistics
  - b. Student satisfaction
  - c. Help Desk system reporting statistics
  - d. LMS statistics indicating increased reliability and use
- The College's implementation goal is to migrate approximately 1.2 TB of user content and all site data from CSN's Angel 7.4 servers (known locally as OnlineCampus) to a new solution and data base by December 31, 2012 to allow faculty time to develop courses for the start of classes at the beginning of spring 2014 semester.
- TMCC implementation goal is to migrate user content from TMCC's Angel 7.4 servers to a new solution and database by December 31, 2012 to allow faculty time to develop courses for the start of classes at the beginning of the Fall 2013 semester.
- Bidders may provide proposals for either a hosted or on campus solution: 1) First proposal is for an isolated system hosted off-campus at a data center facility owned by bidder and located on continental US; and 2) the second proposal is for a system located at CSN's campus in a secure server room, where backups and physical access is available. For (2) assume CSN will cover an internal cost per server per year to include backup service, port access, and bandwidth. Labor for in-house physical support is not to be included either.

- Bidder to provide operational support for the LMS implementation for bug fixes, security patches and release maintenance. Information should be provided with respect to the vendor's projected response times to:
  - Synchronize and implement regular release maintenance, after a software release is posted.
  - Provide bug fixes in a timely manner. Bidder should provide an expected response timeline for different bug severity levels (e.g. Critical bug fix within 1 week, non-critical – next patch period etc.).
  - Provide Security patches within no more than 72 hours of release.
- Provide information regarding Support Services. CSN currently has a 24/7 Help Desk in place that takes calls from faculty, staff and students. This support is available 365 days a year.
  - Provide definitions of vendor's classification system of severity of issues, and current guarantees regarding response times for each level of severity.
  - Provide details regarding Tier II and Tier III support service response times for initial response, troubleshooting, workarounds etc. and associated severity levels, hours of coverage must include CSN's standard business hours (PST). Bidder's response should address expected response time for trouble reports during all Helpdesk operating hours.
  - TMCC's Help Desk operates from 8 a.m. to 5 p.m., Monday through Friday.
  - Provide unlimited technical support for High Severity issues on a 24/7 basis (e.g. system failure, severe performance issues etc).
  - Provide information regarding online trouble ticket tracking services.
  - Provide automated monitoring of system to detect availability failures and pro-active system observation to generate alerts before possible system failures.
- Provide backup services for hosted solutions. Minimum requirements are as follows:
  - Weekly full backup.
  - Nightly incremental backup.
  - Off-sight full backup to be delivered to CSN as the off-sight storage location for option 1.
  - Provide vendor disaster recovery plan, including a promise of recovery time.
  - Provide description of practices around testing of restores of data.

Note: TMCC would review proposals for the same options for backup services.

- Provide failover system for both application and database servers and provide information with respect to recommended failover configurations and time to recover service after failure.
- Minimum requirements include ability to recover full database within 15 to 30 minutes of failure. Application servers should run in a load balanced cluster. Non-failing application servers should be able to continue running in the event of a single server failure without any effect on sessions connected to those servers. Cluster should be restored to ability to handle minimum of 12,000 users within an

hour during peak loads or before next peak period. Peak periods currently occur during mid afternoon and early to late evenings.

- Provide a sample project plan for the transition from the current CSN LMS to the proposed solution. Include timeline to complete transition to vendor provided system independent of start date.
- Bidders are required to address their practices and philosophy around ADA and 508 compliance.

### III. **Contract Terms**

CSN seeks a multi-year partnership, not to exceed five (5) years with a not for cause termination clause.

TMCC seeks the same partnership terms.

### IV. **Request for Proposals Submission:**

In response to the Request for Proposals, Proposers must submit their responses in accordance with the requirements outlined hereinafter.

- All information submitted in this Proposal must be completed in order for the response to be considered complete.
- Submitters will provide 3 references for services provided similar to those outlined in the Request for Proposal.
- The Request for Proposal must adhere to the following order and format:

A. Table of Contents

B. Cover Letter

Clearly indicate the name of the single contact and authorized representative and include the individual's position title, mailing address, telephone and facsimile numbers. The representative must certify that the information provided in response to this Request for Proposal is true and accurate and disclose any real or potential conflicts of interest.

Address the cover letter to:

Mark Cahill, Interim Director of Purchasing  
College of Southern Nevada  
3200 E. Cheyenne Avenue, J1C  
North Las Vegas, Nevada 89030

C. Company Information

1. General information regarding the company including number of years in business, number of personnel, main and branch locations
2. Brief Organizational Charts:

3. Mission Statement – Company mission, history, and philosophy
4. Key Training Personnel – Provide a business resume of the training team member. Include qualifications, expertise, professional affiliations, and any other pertinent information.
5. References – Provide three (3) references of clients who are similar in size to CSN and are receiving similar services. Be sure to include company name, primary contact, complete address, phone numbers and fax numbers.

D. Project Experience

Provide detailed information of experience in related relevant projects with other higher education institutions or affiliations. Include project name, description, dates, project size, project budget and services provided.

V. **Content of Submittal:**

Your submittal should include the following information in the order specified. If the submitter fails to provide any of the following information, with the exception of the mandatory submittal certification, the College may, at its' sole option, ask the submitter to provide the missing information or evaluate the submittal without the missing information. You are invited to include additional information if deemed necessary to evaluate your company's qualifications.

1. A mandatory RFP Response Form page 17.
2. A detailed submittal on how you will accomplish the installation and training. Include the proposed timeline with any applicable milestones and anticipated problems CSN might have operating the new and existing systems simultaneously.
3. Complete listing of programs not included in the basic package and unit cost, include detailed contact information for third party program vendors.
4. CSN will be requiring the program to be installed by January 1, 2012 and training completed early enough to allow faculty to practice (sand box) prior to May 1, 2012. The term of contract will be January 1, 2012 through December 31, 2016.

VI. **Additional Requirements & Pricing**

Each Proposer is requested to submit a brief discussion of each item listed below (some responses can be a simple yes or no).

A. Scope

1. Should CSN not have the capability to support a second program, can you support "Temporary remote hosting" of software for up to one year or more? What, if any would be the additional monthly cost?
2. What would be involved in migrating the courses from remote servers to CSN servers at the end of one year?

3. Active directory or LDAP compatibility with single sign in.
4. Should a new program be initiated it will be necessary for you to provide on campus and online training for CSN faculty and staff. Have you had previous experience in this area?
5. Experience using courses on remote hosted server for training.
6. Is your program be compatible with:
  - a. Horizon Wimba \_\_\_\_\_.
  - b. Smarthinking (24x7 online tutoring company) \_\_\_\_\_.
  - c. PeopleSoft \_\_\_\_\_.
  - d. Operating system – either Windows or Linux \_\_\_\_\_.
  - e. Browsers on both PCs and Macs \_\_\_\_\_.

Explain all “No” answers and what is required to change response to “Yes”.

7. Will your program be compatible with the following file types:

PNG _____	A1 (Adobe 1 Illustrated) _____	JPEG _____
RPF _____	PSI (Adobe Photoshop ) _____	
TGA _____	FLA (Adobe Flash) _____	
AVI _____	DIR (Adobe Director) _____	
MOV _____	PDF _____	
TIF _____	GIF _____	

8. List all graphics and media supported by your product.
9. Online Training

## B. Reference

Provide references from institutions of similar size using the same O.S. (Linux or Windows).

## C. Project Cost

Provide quote for five year contract based on mutual agreement of both parties.

Suggest cost break down for evaluation purposes.

1. Cost of Primary program as described else ware in this RFP:

Year 1 Cost during Conversion Process (Primarily Faculty Coursework/Training and Migration):

Year 1 \$ \_\_\_\_\_

Year 2 – 5 Per Year \$ \_\_\_\_\_

2. Cost of Training as described in Item 4 above, to include all travel, housing, transportation, and incidentals:
3. Cost of temporary remote hosting of software at a monthly rate if any:  
\$ \_\_\_\_\_
4. Anticipated annual program maintenance cost based on previous year's experience:  
\$ \_\_\_\_\_

D. Add-Ons

Additional available software programs that might be of interest to the College. Please include title, purpose, supplier if not your software and of course the cost if known.

**VII. EVALUATION CRITERIA**

Submittals will be evaluated on the following criteria, listed in order of their relative priority with most important listed first:

- i. Does the product have the requested features?
- ii. Does the product have the requested specifications listed under additional requirements?
- iii. Does the product have the ability to integrate with other systems?
- iv. Level of and quality of support for faculty, staff and students.
- v. Experience in working with similar size colleges.

**SECTION F**  
**RFP RESPONSE FORM**

**ACKNOWLEDGMENT OF ADDENDA:**

The undersigned acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

The undersigned, as an authorized representative for the Company named below, acknowledges that he/she has examined this Request for Proposal including any related documents, and hereby offers to furnish all labor, materials, tools, supplies, equipment and services necessary to comply with the specifications, terms and conditions set forth herein and at the prices stated.

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ FEDERAL TAX ID NO: \_\_\_\_\_

*Please check the appropriate box below all in accordance with Section C – General Terms & Conditions.*

**MINORITY BUSINESS TYPE:**

- |                                    |                          |  |                          |
|------------------------------------|--------------------------|--|--------------------------|
| Minority Owned Business Enterprise | <input type="checkbox"/> | Women Owned Business Enterprise              | <input type="checkbox"/> |
| Disable Owned Business Enterprise  | <input type="checkbox"/> | Veteran/Disabled Veteran Business Enterprise | <input type="checkbox"/> |
| Small Business Enterprise          | <input type="checkbox"/> | Not Applicable                               | <input type="checkbox"/> |

**DEBARMENT/SUSPENSION STATUS**

1. The Proposer/contractor certifies that it is not suspended, debarred or ineligible from entering into contracts with the Executive Branch of the Federal Government, or in receipt of a notice of proposed debarment from any State agency or local public body.
2. The Proposer/contractor agrees to provide immediate notice to CSN's Purchasing department in the event of being suspended, debarred or declared ineligible by any State or Federal department or agency, or upon receipt of a notice of proposed debarment that is received after the submission of this proposal but prior to the award of the purchase order/contract.

**EXCEPTIONS**

Any exceptions to any of the specifications or requirements of this RFP shall be noted in writing, and attached to the proposal when submitted. By taking exceptions and clearly stating them in writing on a separate sheet of paper headed "EXCEPTIONS", and by offering alternates to replace the stated requirements, the Proposer may still compete in the solicitation. However, the CSN Purchasing Department shall be the sole judge of the acceptance or rejection of any exceptions.

Are there exceptions to this proposal? YES \_\_\_\_\_ NO \_\_\_\_\_

**LIST OF SUBCONTRACTOR(S) (if applicable)**

Subcontractor Name: \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone Number \_\_\_\_\_

Description of Work \_\_\_\_\_

## **Attachment A LMS Features and Descriptions**

### **1. Announcements**

Announcements is the posting of information for students on course homepage.

### **2. Discussion Forum**

Discussion forum is a threaded online text conversation between participants.

### **3. Discussion Management**

Discussion Management includes all of the accessing and scheduling associated with running a discussion forum.

### **4. File Exchange**

File exchange tools allow learners to upload files from their local computers and share these files with instructors or other students in an online course. Note: File attachments to messages are part of Internal Email and Discussion Forums.

### **5. Internal Email**

Internal email is electronic mail that can be read or sent from inside an online course.

### **6. Calendar/Progress Review**

Calendar/Progress Review tools enable students to document their plans for a course and the associated assignments in a course.

### **7. Orientation/Help**

Orientation/Help tools are designed to help students learn how to use the course management system. Typically, these tools are self-paced tutorials, user manuals, and email or telephone helpdesk support.

### **8. Searching Within a Course**

Searching within a course is a tool that allows users to find course materials based on key words.

### **9. Assignment Drop Box**

Assignment Drop Box allows learners to upload assignments inside the course for instructors to grade.

### **10. Registration Integration**

Registration tools are used to add students to and drop students from an online course. Administrators and/or instructors use registration tools but students also use them when self-registration is available. Students can also be added to or dropped from the course.

### **11. Test Types**

Test types indicate which types of questions the software supports.

**12. Automated Testing Management**

Automated testing management includes the control of when and where tests may be taken and under what conditions.

**13. Automated Testing Support**

Automated testing support includes system services for importing and exporting tests and test banks as well as statistical analysis of test results.

**14. Online Marking Tools**

Online marking tools enable instructors and assistants to evaluate and mark student work while online.

**15. Online Gradebook**

Online gradebook includes supports for keeping track of student progress and work online in support of assigning course grades.

**16. Course Management**

Course management tools allow instructors to control the progression of an online class through the course material.

**17. Student Tracking**

Student Tracking is the ability to track the usage of course materials by students, and to perform additional analysis and reporting both of aggregate and individual usage.

**18. Accessibility Compliance**

Accessibility compliance means meeting the standards that allow people with disabilities to access information online. For example, the blind use a device called a screen reader to read the screen but Web pages need to be designed so that screen readers can navigate it easily.

**19. Content Sharing/Reuse**

The product provider self-reports that the software complies with the WAI WCAG 1.0 AAA guidelines.

**20. Course Templates**

Course templates are tools that help instructors create the initial structure for an online course.

**21. Customized Look and Feel**

Customized Look and Feel is the ability to change the graphics and how a course looks. This also includes the ability to institutionally brand courses.

## **22. Instructional Design Tools**

Instructional design tools help instructors creating learning sequences, for example, with lesson templates or wizards.

## **23. Instructional Standards Compliance**

Instructional standards compliance concerns how well a product conforms to standards for sharing instructional materials with other online learning systems and other factors that may affect the decision whether to switch from this product to another.

## **24. Syllabus**

The syllabus tool gives instructors the ability to post a course syllabus outside of the course content area.

## **25. Cross Platform PowerPoint**

Cross Platform PowerPoint gives students and faculty the ability to use both Windows and Mac operating systems to view course PowerPoint slides.