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State of West Virginia Department of Administration Purchasing Division

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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State of West Virginia - Department of Education

Attn: Shelly Murray
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston WV 25305-0310

July 15, 2009

Response to Request for Proposal #EDD314925

This response to the Request for Proposal for Online eLearning Platform and Services for West Virginia Virtual School and West Virginia PK-12 Schools and District, is being submitted by Fronter, a company within the Pearson group.

The proposal brings together a unique set of functionality, services and experience to provide West Virginia with an eLearning Platform - fit for the 21st Century.

Fronter is already the leading provider of eLearning platforms to schools in Europe. Our solution has been developed and fine tuned over a period of ten years and is today being used by more than 10,000 schools, with an estimated user base of over 7 million learners. Fronter has been implemented on a school district or state-wide level on 50+ occasions, with one installation covering nearly 1 million users.

Fronter provides an award-winning set of functionality that brings together leading-edge pedagogic thinking from across the marketplaces that we serve. The integrated package consists of almost 100 tools for Learning (LMS), Content Management, Personal Work, ePortfolio, Collaboration, Communication and Web Publishing, .

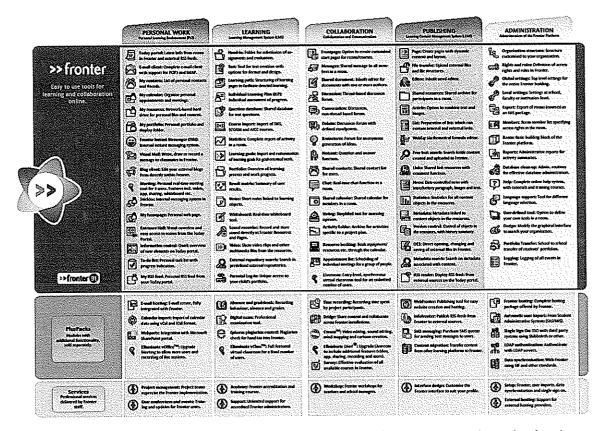
Our pricing model is simple;. Customers pay an annual fee based solely on the number of licensed users. We have offered West Virgina a market introduction framework price whereby you can use the system as much as you want and use as many of the tools in the Professional toolset as you want without additional charge. Even better, when we introduce new tools into the Professional toolset in future releases, you receive them free of change

The Fronter concept

Fronter is a platform for Learning and Collaboration and the tools that we offer are represented in the tool matrix. All tools within the Professional toolset is included in this proposal:

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The platform has been developed in close collaboration with a large number of schools, higher education institutions and large school districts, organized through a network of reference groups. The reference groups has for over ten years met twice a year to decide what Fronter should manufacture, thus Fronter have today developed to become a comprehensive toolbox targeting a wide range of IT needs within a school

Fronter – a standard product

Fronter is a standard product that is highly customizable to suit the different needs of the user. The tools in Fronter have a good fit with the requirements of West Virginia but also go beyond the requirements, by offering a full service Learning Platform, including LMS and Course Portal.

All the eLearning tools, including 3rd party tools are well integrated in a Portal. The Portal start page display information from the different tools like current calendar events, notifications for homework and hand-ins and tests, news, messages etc. By logging in to Fronter students and teachers have a good overview of what is going on and what will happen next.

Fronter also includes a Parent Portal that allows parents to see what is going on in school and to follow their children's individual progress.

The administration of Fronter is very flexible and allow for a combination of central and local administration. The central administration decide what rights should be decentralized to local administrators at the individual schools.

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Capability and Capacity

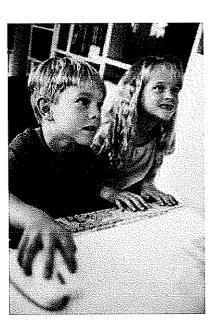
A key feature of our approach to meeting West Virginia requirements has been to create a team able to handle the size & complexity of West Virginia's educational structure. Fronter's organization already supports over 10,000 schools globally within more than 1000 cities, school districts or local customers. Among these are the capital cities of all Nordic countries (Oslo, Copenhagen, Helsinki, Stockholm) as well as the capital city of the United Kingdom; London.

Over the years we have integrated the Fronter platform with more than 30 different Student Administrative Systems and are daily serving more than 2.500 live integrations.

Fronter's Knowledge of Education

Fronter and its owner, Pearson Education, has extensive experience of the education market, its requirements and its business processes. Because of this, we have been able to devise implementation, roll out and other strategies that will be appropriate to the needs of West Virginia, the schools and their staff.

In particular, our experience of education has been used to devise our approach to initial training, to organizational change management, and to continuous professional development of school staff. Our "cascade" approach to these activities developing "Champions" within schools, which then encourage and support their colleagues, not only reduces training costs, but also makes use of the fact that, when it comes to change and technology, teachers have more confidence in colleagues than in any other organization.



We trust that you will find the following documentation and responses to requirements support the information stated above.

We sincerely hope we will get the opportunity to give you a live demonstration of the flexibility and effectiveness of the Fronter base offering. And how this, in combination with the value adds represents a full service digital learning platform for West Virginia Schools.

Best Regards

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Roger Larsen CEO, Fronter

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. All quotations are governed by the West Virginia Code and the Legislative Rules of the Purchasing Division.
- 4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
- 6. Payment may only be made after the delivery and acceptance of goods or services.
- 7. Interest may be paid for late payment in accordance with the West Virginia Code.
- 8. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 13. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 15. WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT: If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division.
- 2. SPECIFICATIONS: Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
- 3. Complete all sections of the quotation form.
- 4. Unit prices shall prevail in case of discrepancy.
- 5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- **6. BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130