**Learning Management System (LMS)**

**Request for Proposal**

Bark Barn

**6/30/23**

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# Overview

The Help more Dogs program is a Department of Commerce (Department of Commerce) program operated by Bark Barn. The Program operates a bank which offers banking services and a robust dual currency ATM network to authorized Department of Commerce and civilian personnel, organizations, and commands in overseas locations.

Department of Commerce Bark Barn has 60 branches and two offices. The bank associates deliver traditional and localized products and services, as well as supporting banking systems and technologies to support funding and payment requirements for base organizations, commands and military missions. The contract between Bark Barn and the Department of Commerce is managed by the federal government. Bark Barn is headquartered in Louisville, KY.

#### A. Background

As a Department of Commerce contractual requirement, all systems and applications are owned by the Department of Commerce and managed by the contractor, Bark Barn. As such, Bark Barn is obligated to write and maintain separate contracts with its commercial vendors which must be portable. This means the contracts can be transferred to the Department of Commerce or to another financial institution at the request of the government under specific circumstances. As a result of this requirement, all commercial subcontracts for vendor products or services are explicitly designated as solely for the benefit and use of Help More Dogs in support of the prime government contract and are not applicable to any other division of Bark Barn.

Given the complexity of employee learning needs, Help More Dogs currently uses a third-party vendor to help deliver training material for its employees.

**B. Project Objective**

The objective of this Request for Proposal (RFP) is to identify the best solution to meet the learning needs and training reporting requirements for Help More Dogs employees at a fair and competitive price. The target environment is a single Learning Management System (LMS) providing seamless delivery of Web-Based Training Modules, learning documents retrieval, and automated creation of training completion reports. **The platform must not include employee performance evaluation options.**

# Proposal Requirements

#### A. Deliverable

The response to this RFP will be a proposal that details the cost, approach, and timeline to deliver including core functions and benefits of the LMS as defined in this RFP.

Components required to implement the LMS should be priced separately in the pricing matrix provided. Provide the cost for each functional element listed as well as the overall total cost.

The Help More Dogs will review the cost and benefit of each segment to determine the final Statement of Work (SOW) to be contracted for the selected vendor. The response should deliver a single solution as defined in the RFP and deliver the cost, approach and timeline associated with the implementation and transition from our current vendor. Vendors are welcome to include any additional product or service differentiators as a supplement to their proposal submission.

Help More Dogs will consider all responses to this RFP as confidential and proprietary to the vendor submitting the Proposal. The information contained in this RFP is proprietary to the Help More Dogs and must be treated by vendors as confidential. The information is to be used solely for the purpose of preparing a response to this RFP. The information may not be used or shared with other parties for any other purpose without Help More Dogs’s written permission as required in the non-disclosure agreement. All vendors have executed a mutual non-disclosure agreement or are existing vendors and remain obligated under the terms of the Confidentiality and Information Protection sections of those existing contracts to keep all information strictly confidential.

#### B. Timeline

Please deliver the proposal **no later than 6/30/23.**

If a response to this RFP is not received by the above time and date, the Help More Dogs will consider it as a “No Response” and excluded from evaluation. Submit proposals via email to the following individuals:

| **Name** | **Role** | **Email** |
| --- | --- | --- |
| Guy McMann | Supply Chain Management | gmcmann@barkbarn.com |
| Jane Doe | Project Manager | Jdoe@barkbarn.com |
| Land Lady | Business Support Manager | Llady@barkbarn.com |

**Any** **questions regarding this RFP must be sent via email to Guy McMann at the above email addresses no later than 5:00pm MST on 6/30/23.** All questions asked and answered specific to the RFP will be provided to every vendor, unattributed.

Vendors should be prepared to answer detailed questions regarding their proposals. Vendors may be provided the opportunity to deliver a solution presentation if requested by the Help More Dogs. Upon notification of the opportunity to provide a presentation, Vendor will provide the Help More Dogs a detailed agenda prior to the presentation.

#### C. Critical Dates

| **Milestones** | **Date/Details** |
| --- | --- |
| 1. RFP Issue Date | 6/01/23 |
| 1. Deadline for Written Questions | 6/12/23 |
| 1. Response to Written Questions | 6/15/23 |
| 1. Response Document Due Date | 6/30/23 |
| 1. Selection of Preferred Vendor | 7/30/23 |
| 1. Anticipated Project Start | 8/15/23 |

#### D. Vendor Selection Criteria

Final vendor rating will be based on the following criteria:

* 30% Technical - Ability to meet the minimum technology requirements; explain the general methodology and recommend the most efficient, yet comprehensive approach.
  + Supporting software applications/web-browsers
  + Learning content delivery
  + User Profile / Group Membership
  + Content reporting requirements / transcript retention
  + Testing Environment / Technical Support
  + If there are additional recommendations not outlined by the RFP, please provide the description of the recommendation, the approach, and cost at the end of the appropriate sections.
* 35% Cost - Solution that provides best value
* 20% Non-Operational Business Requirements
  + Technology security, information protection and security statement
  + General Contract Requirements
* 15% Past Performance and References
  + Indication of government and/or financial industry experience
  + Understanding our business needs and environment
  + References - List of current clients and the names and contact information of the POCs, minimum three customers that have been provided comparable services within the last four years.

The award of the contract to the winning vendor will represent the overall best value to the Department of Commerce and execution of any vendor contract will be contingent upon prior government approval of the work effort and funding.

#### E. Required Proposal Format / Response

Vendor Proposal must be sent formatted in both Microsoft Word and Adobe PDF. Vendor Proposal must be complete, and all questions posed in the RFP answered for award consideration. If a question is not completely answered or a requirement is altered in any way, the vendor must provide a detailed explanation. Lack of a response or altering a requirement without explanation may be considered as no response.

# Current Environment

The Help More Dogs currently delivers training content to Help More Dogs employees located in INTERNATIONAL LOCATIONS. Your proposal at a minimum should meet the existing requirements that are outlined within our current environment.

#### A. Supporting Software Applications/Web-Browsers

The Help More Dogs delivers various forms of training content which include web-based courses and document files using the following software:

| * SCORM (.AWT) | * Adobe Captivate | * Adobe PDF |
| --- | --- | --- |
| * URL Links | * Microsoft Excel | * Microsoft Word |
| * Microsoft PowerPoint | * PNG, JPG, JPEG, BMP | * Lectora |
| * Javascript | * HTML, HTML 5, MHT | * Microsoft Edge |
| * Google Chrome | * Firefox |  |

#### B. Learning Content Delivery

The Help More Dogs currently delivers training content to as many as 15 employees. LMS access is restricted by IP address.

All learning content has a course/document summary description section which informs the employee of the content to be reviewed prior to accessing the item. Courses/learning content must be delivered in individual format or through a structured learning path. The learning paths must be constructed with course prerequisite capabilities.

The first course must be completed before the second course in Phase One is enabled for access. After completing all courses in Phase One, the user will be automatically assigned Phase 2.

**Search Engine**: All learning material must be searchable and accessible through a search engine based on content title or keywords.

**User Main Profile Page**: All pending/incomplete learning modules must be viewable on the main page once the employee signs into the LMS.

**Document Repository**: Help More Dogs currently provides PDF, PowerPoint, and Microsoft Word training guides outside of SCORM file courses. All standalone documents are accessible through one single document repository.

**Quiz/Test Assignments**: Knowledge Assessments are assigned monthly utilizing randomized questions created from all internal policy(s), procedure(s), and regulatory guidelines. Assessments and Questions will be created and/or deleted from a general repository. Assessments are to be assigned to employees via affiliation groups based on job categories, markets, and management levels.

#### C. User Profile / Membership Groups

User profiles have access to learning content/groups based on access level:

* Learner – access to web-based courses and training documents
* Manager – access to all training content and direct report employee progress
* Administrator – access to all learning content and capabilities offered by the LMS. Minimum of five administrative licenses.

The creation of user profiles reflects the following information for each employee:

| * Employee Name: First, Last | * User ID | * Email Address |
| --- | --- | --- |
| * Login ID | * Officer Title | * Role Title |
| * Country | * Telephone | * Hire Date |
| * Department/Banking Center | * Manager | * Group Email |
| * Password | * Password Hint | * Membership Groups |
| * System Role: Learner, Manager, Administrator | * Employment Status: Active, Leave of Absence (LOA), Terminated, Vendor Employee | * Organization: Overseas, Home Office/Expat |

**Employment Status**: Employee learning profiles must be active/inactive based on status:

* Active – Courses are assigned when deployed.
* Inactive – Employees on LOA will not receive a course when deployed but will be automatically assigned courses which have launched while on LOA status upon their return. Courses stop being assigned when terminated.

**Password Reset**: Employees must have the option to update/change their password and/or password hint within their user profile when successfully accessed. If incorrect password is entered more than five times, the user profile will automatically lock. An automatic notification is sent to the Training group email inbox when a user has been locked from the learning profile.

**Membership Groups**: Groups are identified by group ID, name, and description. User profiles will have a variety of membership groups assigned.

REDACTED EXAMPLE

When a course is launched, only the employees with the associated memberships will receive the course.

#### D. Content Reporting Requirements / Transcript Retention

**Automatic Notifications**: Employees receive an automatic notification via email when training content is assigned. For “not attempted” or “incomplete” courses, an additional notification is sent two weeks prior to due date and again when it is past due.

**Completion Certificates**: Option to auto generate a completion certificate when a course is successfully completed (Word or PDF format).

**Customized Report Retrieval**: Reports must be generated for all training content in Microsoft Excel format. The following information must be retrieved in one single report:

* Course Information
  + Course name
  + Date when the course was assigned (per employee learning profile)
  + Completion status
    - Not attempted – employee has not accessed the course
    - Incomplete – employee is in the process of completing the course
    - Completed – employee has completed and passed the course
* Employee Information
  + Name (Last, First)
  + Country of residence
  + Banking Center/Department
  + User/profile creation date

**Important:** Due to REDACTED, all test scores generated must be hidden from the reporting.

#### E. Testing Environment / Technical Support

**Testing Environment**: Platform must provide a testing environment where program updates/changes can be tested prior to launching on the production site.

**Technical Support**: Toll-Free support line and/or Online Ticket entering to resolve technical issues.

**Dedicated Account Specialist**: Single point of contact to address technical issues and account questions outside the toll-free support line or online ticket entering.

**LMS Training Guides/Education**: Onboarding technical support to learn how to use the system. Training Guides are available for all user type access: Learner, Manager, Administrator.

# Additional Resources

**A. Instructional Design Creator**

The Help More Dogs currently uses a separate platform to design courses and publish in SCORM file format. Vendor would need to provide an instructional design platform. Please include details on how this is supported.

**B. Financial Institution (Banking) Course Catalog**

Please provide a course catalog of banking system federal regulations if offered by the vendor.

# Features and Functional Requirements Responses

The following services are **required** for the Help More Dogs Learning and Leadership Development Department. Vendors are to provide their best solution for supporting web-browsers to hold and host data with measures in place for security breaches.

**Service and Functional Requirements Summary Response**

Use the following Summary Response Table to respond to the detailed application(s) requirements. The following Legends are to be used in the Summary Response Table.

**Legend – Response Codes**

Use the following Legend of Response Codes to indicate the availability of each Feature and/or Function

| **Response Code** | **Description** |
| --- | --- |
| S - Standard Product Pricing | Service is delivered by the vendor and can be demonstrated by the vendor. |
| F – Future | Service is not currently included but will be available in the future. Please indicate timeframe, (such as 12 months) and provide a response in the column. |
| T - Third Party | Service is provided by a Third Party partnering arrangement.  Indicate any preferred partner agreements. |
| N/A - Not Available | Requirement cannot be met |

The following Features and Functional Requirements are required unless indicated as “Preferred”.

# SUMMARY RESPONSE TABLE

| **#** | **Requirements Summary Response** | **S, F, T, N/A** |
| --- | --- | --- |
| **1** | **General** |  |
| 1.1 | Supporting Software/Applications- The following software/applications/web-browsers are compatible with the LMS |  |
| 1.1.1 | * SCORM (.AWT) | S |
| 1.1.2 | * Adobe Captivate | S |
| 1.1.3 | * Adobe PDF | S |
| 1.1.4 | * Microsoft Office: Word, Excel, PowerPoint | S |
| 1.1.5 | * Embedded URL hyperlinks | S |
| 1.1.6 | * PNG, JPG, JPEG, BMP | S |
| 1.1.7 | * Lectora | S |
| 1.1.8 | * Javascript | S |
| 1.1.9 | * HTML, HTML 5, MHT | S |
| 1.1.10 | * Microsoft Edge | S |
| 1.1.11 | * Google Chrome | S |
| 1.1.12 | * Firefox | S |
| 1.2 | Learning Content Delivery |  |
| 1.2.1 | LMS has IP address restriction or SSO. | S |
| 1.2.2 | Uploading of learning content has the option to add a course/document summary description section informing the employee of the content to be reviewed prior to accessing the item. | S |
| 1.2.3 | LMS has the capability of creating learning paths/journeys. | S |
| 1.2.4 | Learning paths/journeys can be constructed with course prerequisite capabilities. | S |
| 1.2.5 | All learning material is searchable and accessible through a search engine based on content title or keywords. | S |
| 1.2.6 | All pending/incomplete learning modules are viewable on the main page once the employee signs into the LMS. | S |
| 1.2.7 | LMS provides document repository for all standalone documents outside of SCORM files (training guides repository). | S |
| 1.2.8 | LMS has a quiz/assessment option with use of randomized questions pulled general question repository. Assessments can be assigned to employee via affiliation groups based on job categories, markets, management levels. | S  by utilizing Lectora |
| 1.3 | User Profile / Membership Groups |  |
| 1.3.1 | User profiles have access to learning content/groups based on access level: |  |
| 1.3.1.1 | * Learner – access to web-based courses and training documents | S |
| 1.3.1.2 | * Manager – access to all training content and direct report employee progress | S |
| 1.3.1.3 | * Administrator – access to all learning content and capabilities offered by the LMS. Minimum of five administrative licenses | S |
| 1.3.2 | The creation of user profiles reflect the following information for each employee: |  |
| 1.3.2.1 | * Employee Name: First, Last, MI | S |
| 1.3.2.3 | * User ID: Employee Number | S |
| 1.3.2.4 | * Email Address | S |
| 1.3.2.5 | * Login ID | S |
| 1.3.2.6 | * System Role: Leaner, Manager, Administrator | S |
| 1.3.2.7 | * Role Title | S |
| 1.3.2.8 | * Officer Title | S |
| 1.3.2.9 | * Employment Status: Active, Leave of Absence (LOA), Terminated, Vendor Employee | S |
| 1.3.2.10 | * Organization: Overseas, Home Office/Expat | S |
| 1.3.2.11 | * Country | S |
| 1.3.2.12 | * Telephone | S |
| 1.3.2.13 | * Hire Date | S |
| 1.3.2.14 | * Department/Banking Center | S |
| 1.3.2.15 | * Manager | S |
| 1.3.2.16 | * Group Email | S |
| 1.3.2.17 | * Password | S |
| 1.3.2.18 | * Password Hint | F |
| 1.3.2.19 | * Membership Groups | S |
| 1.3.3 | An employee learning profile can be set to inactive when on leave. | S |
| 1.3.3.1 | Courses which have launched while an employee is on leave get automatically assigned when employee returns. | S |
| 1.3.4 | Employees have the option to update/change their password within their user profile. | S |
| 1.3.4.1 | Employees have the option to update/change their password hint within their user profile | F |
| 1.3.5 | The platform allows for the creation of membership groups, and includes the following group identifiers: |  |
| 1.3.5.1 | * Group ID | S |
| 1.3.5.2 | * Name | S |
| 1.3.5.3 | * Description | S |
| 1.3.5.4 | Courses can be assigned by membership groups. | S |
| 1.4 | Content Reporting Requirements / Transcript Retention |  |
| 1.4.1 | Employees receive an automatic notification via email when training content is assigned. | S |
| 1.4.1.1 | For “not attempted” or “incomplete” courses, an additional notification is sent two weeks prior to due date and when its past due. | S |
| 1.4.2 | Option to auto generate a completion certificate when a course is successfully completed (Word or PDF format). | S |
| 1.4.3 | Reports must be generated for all training content in Microsoft Excel format. The following information must be retrieved in one single report: | S |
| 1.4.3.1 | * Course name | S |
| 1.4.3.2 | * Date when the course was assigned (per employee learning profile) | S |
| 1.4.3.3 | * Completion status | S |
| 1.4.3.4 | * Employee Name (Last, First) | S |
| 1.4.3.5 | * Country of residence | S |
| 1.4.3.6 | * Banking Center/Department | S |
| 1.4.3.7 | * User/profile creation date | S |
| 1.4.3.8 | Completion test scores can be hidden/not generated when retrieving a report. | S |
| 1.5 | Testing Environment / Technical Support |  |
| 1.5.1 | Platform provides a testing environment where program updates/changes can be tested prior to launching on the production site. | S |
| 1.5.2 | Vendor provides Toll-Free support line to resolve technical issues | S |
| 1.5.2.1 | Vendor provides Online Ticket entering to resolve technical issues. | S |
| 1.5.2.2 | Dedicated Account Specialist: Vendor provides a single point of contact to address technical issues and account questions outside the toll-free support line or online ticket entering. | S |
| 1.5.2.3 | Vendor provides Onboarding technical support to learn how to use the system. Training Guides are available for all user type access: Learner, Manager, Administrator. | S |
| **2** | **Additional Resources** |  |
| 2.1 | Vendor provides a platform (instructional design) to create SCORM courses. | S |
| 2.2 | Vendor provides a catalog of regulatory financial institution (banking) courses. | T OpenSesame |
| **3** | **Legal** |  |
| 3.1 | Vendor is responsible for compliance with information protection applicable laws, such as but not limited to the REGULATION | S |
| **4** | **Business Continuity / Disaster Recovery** |  |
| 4.1 | Vendor is responsible for disaster recovery strategy, Data back-up, incident reporting, SLA for maintenance and uptime. | S |

# Contract Business Requirements Section

**General Statement for General Contract Business Requirements Section**

By submitting a proposal in response to this RFP, vendor(s) specifically acknowledge that they have read and will agree to the following requirements if awarded the project. Language incorporating these requirements will be inserted into the final contract between Bark Barn-Help More Dogs and the selected vendor(s).

As such, please consider any additional costs to meet all business requirements outlined below and factor them into your proposed pricing. You may segregate these additional expenses if necessary to explain your response, but all fees must be included in order to facilitate fair comparison.

**IF YOU ARE UNWILLING OR UNABLE TO MEET ANY OF THESE BUSINESS REQUIREMENTS, YOU MUST CLEARLY IDENTIFY THAT EXCLUSION IN YOUR PROPOSAL.**

**Acceptable responses are: “Agreed”, “Do Not Accept because (with explanation)” or “Not Applicable because (with explanation)”.**

# Confidentiality Requirements

Your company is obligated to maintain confidentiality of all information provided in this Request for Proposal. Prior to receiving this RFP your company executed appropriate confidentiality agreements with Bark Barn-Help More Dogs. If your company is new to Help More Dogs, a Non-Disclosure Agreement (NDA) was required. If your company is a current vendor for Help More Dogs, please remember that you remain legally obligated under the terms of the Confidentiality and Information Protection sections of your existing contract.

**Requirement:** Confirm acceptance

# Proposal Pricing Good Through Date

**Requirement**: Please ensure that the pricing you present in your proposal will be honored for at least **TIME**. If there is a specific date you can offer which is either earlier or later than TIME, please clearly include that commitment or limitation in your Proposal. Be aware that Bark Barn-Help More Dogs cannot execute a contract prior to government funding approval, and this submission and review process can be lengthy.

**Requirement:** Provide Proposal good through date

# General Contract Requirements

This Vendor contract will be a commercial contract between Bark Barn, acting in its capacity as operator of the Help More Dogs and Vendor and will contain this language: “This Agreement is solely for the benefit of the Help More Dogs (“Help More Dogs”). The Help More Dogs operates under the Department of Commerce contract number REDACTED to manage operations of Bark Barning on REDACTED bases overseas.”

If your company is selected, we will notify you of the preliminary award contingent upon:

1. **Subsequent final government approval**. No contract will be executed prior to Department of Commerce funding approval.
2. **Execution of a Bark Barn proprietary contract utilizing CLINET standard terms and conditions following Bark Barn best practices and utilizing Bark Barn documents** as determined by the type of product or service, material, license, or the combination thereof. By submitting your proposal response, your company agrees to negotiate any remaining terms in good faith to ensure timely execution of the final contract prior to beginning any work efforts.

**Requirement:** Acknowledge and agree to comply.

# Legal Entity Status and Financial Responsibility

Requirement: Identify the legal name, type of vendor’s contracting entity (as in corporation, LLC, GmBH), the date the entity was established, and location of certifying jurisdiction (as in State, Country). Include description of company ownership structure and hierarchy. Identify if the legal entity and/or its parent company is publicly traded or privately held. If the entity is publicly traded, provide documents or links to most current published financial statements. If the company is privately held, provide means of establishing financial responsibility.

**Requirement:** Provide requested data described above.

# Location of Vendor and Identification of all Sub-Contractors

Help More Dogs is responsible for knowing its vendors and approving all subcontractors. If Vendor’s proposal involves the use of subcontractors, all subcontractors must be disclosed within the proposal and ultimately pre-approved by Help More Dogs. In addition, if Vendor proposes utilizing facilities or personnel located outside of LOCATION, this must also be disclosed in your proposal.

The following language typically appears in all contract templates:

* Unless the Parties otherwise agree in writing, all Services provided hereunder shall be processed and/or provided, whether in part or in whole, by Vendor, its employees, Representatives and/or Subcontractors on and from a location or locations in one (1) or more of the fifty (50) states of the REDACTED only, all subject to applicable laws and regulations. Vendor shall not relocate the provision of Services to another location without Help More Dogs prior written consent. Any request for approval of such relocation shall designate the Services and Vendor Representative involved and the location of the proposed Vendor facility for performance of such Services. Vendor shall remain responsible for compliance with all of its obligations under this Agreement with respect to the relocated Services and shall ensure that any such relocation does not adversely affect Bark Barn-Help More Dogs. Any such relocation shall be at Vendor’s sole expense, and Bark Barn-Help More Dogs shall not be responsible for any expenses incurred or increases in charges or costs resulting from any such relocation, including increased operational costs of Bark Barn-Help More Dogs. Vendor shall be responsible for complying with all laws with respect to its relocation effort and the provision of Services from the site to which such Services are relocated. Notwithstanding the foregoing, all Services provided hereunder shall be performed in the REDACTED unless specifically stated otherwise in an Order, which Order shall specify the exact location(s) (including complete postal address) from which Vendor is authorized to perform the Services under such Order.

1. **Requirement:** List all third-party subcontractors and their locations which vendor will utilize in providing services to Help More Dogs.
2. **Requirement:** Confirm acceptance of Help More Dogs right to pre-approve subcontractors.
3. **Requirement:** If Vendor proposes utilizing facilities or personnel located outside of REDACTED, disclose which facilities and all locations in the proposal.

# Vendor Compliance with Applicable Laws, Rules and Regulations

The following language typically appears in all contract templates:

* Vendor shall, and shall be responsible for ensuring that Vendor’s Representatives and Subcontractors shall, perform all obligations of Vendor under this Agreement in compliance with all laws, rules, regulations and other legal requirements applicable to Vendor as well as applicable to Company as and to the extent such laws, rules, regulatory guidance, regulations and legal requirements relate to the Services (all such laws, rules, regulatory guidance, regulations and legal requirements being, hereinafter, “Applicable Laws”). With regard to compliance with Applicable Laws, Vendor acknowledges that Company has an obligation to its customers to prohibit unfair or deceptive acts in the REGULATION and to comply with all applicable unclaimed property state regulatory requirements, among other Applicable Laws.
* Vendor shall ensure that any software and any other electronic or information technology provided to Company under this Agreement (a) provides individuals with disabilities comparable access to and use of information and data as that provided to individuals without a disability, and (b) complies with all legal requirements related to accessibility for individuals with disabilities.

**Requirement:** Acknowledge and agree to comply.

# Vendor Employee Compliance Training

The following language typically appears in all contract templates:

* Vendor shall implement policies, procedures, training, and guidelines to ensure compliance with Applicable Laws. In addition, Vendor shall ensure that all Vendor’s Representatives and Subcontractors successfully complete and implement, on an annual basis, such mandatory training as Company may require and shall provide in connection with compliance with Applicable Laws.

**Requirement:** Acknowledge and agree to comply

# Insurance Requirements

Selected Vendor will be obligated to maintain the following minimum insurance coverage:

To the extent Services are to be provided outside the REDACTED, all insurance shall be maintained with insurance companies qualified to do business in the Territory(ies) in which the Services are to be provided with a coverage territory worldwide and with a rating of “Excellent” or “Strong.”

1. Infringement of Intellectual Property Rights;
2. Plagiarism, misappropriation of trade secrets, or unauthorized use of titles, formats, performances or artists or other performers, style, characters, plots, or material;
3. Libel, trade libel, slander, disparagement of a person, organization or product or other forms of defamation;
4. Unauthorized disclosure of information, which results in an invasion of privacy or other invasion, infringement, or interference with the right of privacy or publicity, whether under common or statutory law;
5. Misuse of material, including trade mark dilution and passing-off;
6. Breach of contract limited to only those breaches, which are implied in fact or in law, resulting from the alleged misuse of material;
7. False advertising or misrepresentation in advertising;
8. Any actual or alleged breach of duty, neglect, error, act, mistake, omission, or failure arising out of Vendor’s Internet and network activities which results in any of the following:
9. An attack that has the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access or unauthorized use of Vendor's or Company's computer system;
10. Computer crime or information theft;
11. Denial of service;
12. Extortion;
13. Introduction, implantation, or spread of a computer virus;
14. Loss of service;
15. Unauthorized access or use, including the gaining of access to Vendor's or Company's computer system by an unauthorized person or persons or an authorized person in an unauthorized manner; and
16. Any actual or alleged infringement of copyright by Vendor or a person or entity for whom Vendor is legally responsible relating to software code, user interfaces, or any associated documentation in connection with Vendor's Internet and network activities.

**Requirement:** Acknowledge and agree to comply at no additional cost other than as stated in proposal.

# Vendor Declaration on Department of Commerce Exclusion

Vendor must represent and warrant that neither it, nor its principals, nor its proposed subcontractor(s) are suspended, debarred or proposed for suspension or debarment by the Department of Commerce.

**Requirement:** Acknowledge and agree to comply. Disclose status as requested in Proposal.

# Current Department of Commerce Contractor

Vendor must identify if it is currently under contract to provide products or services to the REDACTED. If yes, provide contract number and Schedule description.

**Requirement:** Acknowledge and agree to comply. Disclose status as requested in Proposal.

# Special Termination by Department of Commerce

Bark Barn is performing under direct contract with the Department of Commerce. Under certain circumstances,Department of Commerce could terminate this contract. Bark Barn is disclosing that possibility and flowing down the right to in turn terminate the Vendor contract under these special circumstances:

* Special Termination by the Department of Commerce (“Department of Commerce”): The parties acknowledge that Bark Barn-Help More Dogs has certain obligations to manage the Department of Commerce’s Help More Dogs under the Help More Dogs Prime Contract (the “Program”) REDACTED. (A) Bark Barn Prime base contract begins DATE, and expires DATE, with (i) eight (8) performance option years expiring on DATE. Bark Barn shall not be entitled to exercise any of the option(s) in this Paragraph unless the Department of Commerce first exercises the corresponding option(s) under the Prime Contract. (B) Prior to the expiration of the term of this subcontract with Vendor, Bark Barn shall have the right to terminate this Subcontract by written notice executed by Bark Barn and delivered to the Vendor in the event that the Department of Commerce has terminated the Prime Contract with Bark Barn, such termination to be effective 60 days following delivery of such notice. Bark Barn sole and exclusive liability to the Vendor for termination of this Agreement pursuant to this Paragraph shall be the payment to the Vendor of the amounts specified herein for deliverables provided and services rendered through the final day on which the Vendor provided deliverables and performs the services, plus reasonable charges that have resulted from such termination. (C) The exercise by Bark Barn of the right of termination in Paragraph B shall be accompanied by a written notice from Bark Barn to the Vendor that attaches the corresponding notice from the Department of Commerce terminating the Prime Contract (for purposes of Paragraph B).

**Requirement:** Acknowledge and agree to comply

# Travel Related Expenses

Vendor expenses for Travel, Lodging and Per Diem must be pre-approved by Help More Dogs and will be reimbursed by Help More Dogs in accordance with the Department of Commerce REGULATION.

**Requirement:** Acknowledge and agree to comply

# Vendor Code of Conduct

Bark Barn expects its vendors to demonstrate their commitment to basic working conditions and ethical business practices. The Vendor Code of Conduct (Code) sets forth Bark Barn expectations for human rights, labor, and environmental standards throughout our global operations and vendor value chain.

**Requirement:** Acknowledge and agree to comply

# Payment Card Industry Data Security Standard

If Vendor will be providing access to credit/debit card holder data, this contractual requirement will apply:

* To the extent Vendor will store, process, transmit or otherwise access or possess cardholder data in connection with the Services provided under this Agreement, Vendor understands and acknowledges its obligation to secure cardholder data and to adhere to the REGULATION for the protection of cardholder data throughout the Term of this Agreement and any Renewal Terms. The REGULATION may be found at WEBSITE. Vendor further understands it is responsible for the security of cardholder data in the possession or control of any Subcontractors it engages to perform under this Agreement. Such Subcontractors must be identified to and approved by Bark Barn-Help More Dogs in writing prior to sharing cardholder data with the Subcontractor. In support of this obligation, Vendor shall provide Bark Barn-Help More Dogs the opportunity to review and evaluate appropriate documentation to demonstrate compliance with applicable REGULATION requirements by Vendor and all identified Subcontractors. Failure to discharge this obligation may be considered by Bark Barn-Help More Dogs to be a Termination Event under subsection (a) of the Section entitled “Termination”.

**Requirement:** Acknowledge and agree to comply

# Information Protection and Security Requirements

Bark Barn-Help More Dogs takes extra care to ensure all information is well protected. Under various sections of the contract Vendors will be required to: provide documented security plans; use a reasonable change control process; ensure access to its systems and program information is controlled and recorded; take commercial best measures to prevent the unintended or malicious loss, destruction or alteration of Bark Barn-Help More Dogs files, program information, software and other property; and ensure its quality assurance programs include reasonable commercial efforts to test for harmful code. Harmful code shall mean, without limitation, computer instructions, circuitry or any automatic restraint, trapdoor, worm, Trojan horse or other harmful code that would cause software, hardware or system to cease to operate or fail to conform to its specifications.

The Help More Dogs security policy is fully detailed in the attached “Help More Dogs ” . Prospective vendors RFP response will include attestation to compliance with the requirements in the OIDS and agreement to the terms and conditions. Prospective vendors must indicate any areas where they currently do not meet the service provider requirements. The inability to meet OIDS requirement will require a Q&A session between Bark Barn-Help More Dogs and prospective vendor technology/security teams to evaluate the risk and determine if reasonable controls can be implemented at a later time to reduce risk.



**Requirement:** Acknowledge and agree to comply.

# Personal Data Protection – REDACTED

1.1 The provisions of this Section entitled “PERSONAL DATA PROTECTION – REDACTED ECONOMIC AREA” shall apply only in the event Services during the Term require the Processing (as hereinafter defined) of Personal Data where either of the following is true: (i) Company or the Company Affiliate receiving the Services is established in the REDACTED, or (ii) Company or the Company Affiliate receiving the Services is established outside the REDACTED but is offering goods or services to, is monitoring individuals within the REDACTED. These provisions shall be in addition to and not in lieu of Data Protection Laws applicable in the territory where the Services are performed. In the event of conflict between local territory Data Protection Laws and the General Data Protection Regulation (hereinafter defined), Vendor shall comply with obligation that provide the most protection for Personal Data.

1.2 Definitions applicable to the application of this Section entitled “PERSONAL DATA PROTECTION REDACTED ECONOMIC AREA” to the Services and to the rights and obligations of Vendor and Company under this Agreement:

* 1. “Company” shall include Affiliates of Company and where applicable, “Vendor” shall mean and include Affiliates of Vendor.
  2. “Data Protection Laws” shall, for the purposes of this Section entitled “PERSONAL DATA PROTECTION – REDACTED ECONOMIC AREA,” include the General Data Protection Regulation (EU 2016/679).

1.3 To the extent Vendor’s Services include or require the Processing of Personal Data delivered or made available to Vendor by Company, or Processed by Vendor on behalf of Company, under or pursuant to this Agreement or any Order, and notwithstanding anything to the contrary in this Agreement or any Order, Vendor agrees as follows:

* + 1. It is the intention of the Parties that Company will be the data controller and Vendor will be a data processor. Vendor will Process the Personal Data Company provides to Vendor only (i) as needed to provide contracted products or services to Company; and (ii) in accordance with the specific documented instructions Vendor and/or its Affiliates receive from Company, including as set forth in this Agreement with Company and any related Orders, schedules, statements of work or project documentation, unless otherwise required by Applicable Law (in which case, Vendor will provide prior notice to Company of such legal requirement, unless that law prohibits this disclosure on important grounds of public interest).
    2. Vendor shall, upon the request of Company, provide Company with sufficient information regarding its privacy and data protection policies, practices and processes to allow Company to evaluate the same.
    3. Vendor shall comply with any relevant processes and procedures maintained by Company and provide Company with all assistance required by the Company to comply with Company's obligations under Data Protection Laws.
    4. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Vendor’s Processing of Personal Data, as well as the risk of varying likelihood and severity of infringement upon the rights and freedoms of individuals, Vendor will implement appropriate technical and organizational securitymeasures to ensure an appropriate level of security of Personal Data in its possession and/or transmitted by Vendor. Vendor will include in its security measures, as appropriate: (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing. If required under the Data Protection Laws, such requirements may go beyond the applicable information security practices and standards set forth in the “Help More Dogs ” .
    5. Company will be permitted to conduct audits and inspections of Vendor’s compliance with all aspects of Data Protection Laws in accordance with “Help More Dogs ” . Vendor will provide Company with all information necessary to demonstrate compliance with and satisfaction of all obligations set forth in any relevant Data Protection Laws. When responding to a Company-mandated audit or request for information, Vendor will inform Company if Vendor believes that any of Company’s instructions regarding the Personal Data violate Applicable Laws.
    6. Taking into account the nature of the Personal Data Processing and the information available to Vendor. Vendor shall comply and assist Company to comply with obligations and requirements regarding Personal Data Breaches, data protection impact assessments and prior consultation in accordance with the relevant Data Protection Laws and as may be specifically set forth elsewhere in this Agreement, including as set forth in the “Help More Dogs ” including notifying Company of any breach of Data Protection Laws in accordance with the “Help More Dogs ” .
    7. Vendor will ensure that persons authorized to Process Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and any such persons will be subject to the requirements as set out in the “Help More Dogs Vendor will not disclose or transfer Personal Data to, or allow Processing of Personal Data by, any third party (including Vendor’s Affiliates and Subcontractors) without the prior written consent of Company, except as otherwise authorized in writing between the Parties. Vendor will be liable for all actions by such third parties with respect to the Personal Data as though they were the actions of Vendor.
    8. To the extent required under any relevant Data Protection Laws, using appropriate technical and organizational measures, Vendor will assist Company in the fulfillment of its obligation to respond to requests for exercising individuals’ rights, taking into account the nature of Vendor’s Processing of such Personal Data. If Vendor receives: (i) a request with respect to the data subject’s Personal Data Processed under this Agreement or any Order, including but not limited to opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Data, including allegations that the Processing infringes on an individual’s rights, Vendor: (a) shall promptly notify Company of the request; (b) shall not respond to any such request or complaint unless expressly authorized to do so by Company; (c) shall assist and cooperate with Company with respect to any action taken relating to such request or complaint; and (d) shall provide any information requested by Company within the lesser of five (5) working days of such request or in accordance with timescales set out in any relevant Data Protection Laws.
    9. Vendor shall not transfer any Personal Data outside of the REDACTED Economic Area or any other relevant jurisdiction in providing Services or otherwise without the prior written consent of Company, which may be subject to Vendor entering into such additional data transfer agreements as Company may require to ensure its compliance with the applicable Data Protection Laws.

j. To the extent they are applicable to Vendor’s Services for Company, Vendor will (a) maintain all records with specificity as required by the Data Protection Laws, including of the nature and use of all Personal Data that Vendor and its Affiliates and Subcontractors Process in connection with the Services, (b) make such records available to Company and/or its regulators promptly upon request, and (c) on (i) termination of this Agreement or any Order; or (ii) the written request of Company, Vendor shall promptly and in a secure manner in accordance with the obligations set forth in the “Help More Dogs ” destroy all such Personal Data held by Vendor under this Agreement (including any copies and on whatever media it is stored) or at Company’s written direction, return such Personal Data. Upon request Vendor shall provide a written certification that the relevant Personal Data has been returned or securely destroyed in accordance with this Agreement, unless any legislation or legal action prevents it from doing so, in which case it shall keep such Personal Data and copies secure and confidential and shall no longer Process them and shall return or, at Company’s written direction, destroy such Personal Data and copies (and certify that it has done so) as soon as such legislation or legal action no longer prevents it from doing so.

**Requirement:** Acknowledge and agree to comply

# Flow Down Clause Requirement

Bark Barn is a Department of Commerce contractor. In accordance with the REGULATION and the Department of Commerce FAR Supplement (DFARS), and in accordance with REGULATION“Clauses Incorporated by Reference”, Bark Barn prime contract, REGULATION contains the clauses attached in the Schedule, entitled “FAR Clauses”, and in turn Bark Barn is required to insert these clauses in all subcontracts.

**CLAUSES INCORPORATED BY REFERENCE**

Contracting Officer/Department of Commerce shall mean the Company.

Contractor means the Seller/Vendor.

Contract means this Agreement.

Prime Contract means Company’s contract with Department of Commerce

**[REDACTED]**

**II. FAR Flowdown Clauses for Subcontracts for Non-Commercial Products or Services**

In addition to the clauses set forth above, incorporate the following additional clauses in subcontracts that include non-commercial products or non-commercial services. (“Commercial product” and “commercial service” are defined at REDACTED).

[REDACTED]

**III. REDACTED Flowdown Clauses for Subcontracts in Support of Prime Contract No. REDACTED**

In addition to the clauses set forth above, the following additional clauses are incorporated as integral terms of each subcontract in support of Prime Contract No. REDACTED:

**Clauses Incorporated by Reference:**

**[REDACTED]**

**REDACTED ITEM UNIQUE IDENTIFICATION AND VALUATION (DATE)**

[REDACTED]

**Requirement:** Acknowledge and agree to comply if applicable.

# Implementation and Timeline

1. Provide a brief overview of your implementation methodology phases and the associated estimated intervals.
2. Describe tenure and experience of your implementation team resources.
3. What differentiates your implementation approach from other vendors?
4. When are clients able to test solution features using their own data?
5. Describe your approach to initial client training and user adoption.

# Service and Support

1. What are your operating hours for client support? Located in what time zones?
2. Do you have dedicated support in English for teams in LOCATION?
3. What online tools and support do you offer clients?
4. Describe your service approach.
5. Describe your service delivery team.
6. Is there a dedicated customer service representative or assigned team for the account? Is there a separate cost involved for a dedicated representative or team?
7. Describe how clients contact your support staff and how client inquiries are managed until resolution.
8. What is the recommended network bandwidth for implementation?

# Past Performance and References

As stated in Vendor Selection Criteria, Past Performance and References will count for 15% of the vendor’s scoring. The following questions in regard to the vendor’s general information, past performance and a request for references will allow Help More Dogs to properly assess the vendor’s qualifications.

1. **Company Information**
2. Provide your organization’s name, corporate mailing address, phone number and web site address.
3. Provide the date and state of incorporation. Include specific company structure e.g. holding company, LLC, wholly owned subsidiary. Describe the overall hierarchy of the contracting entity for the proposal.
4. Provide the name, title, address, telephone number and email address for the person submitting this proposal.
5. Briefly describe your organization’s business background and history.
6. **References** - Provide the contact’s name and telephone number of three different company references with organizations with the following qualifications:
7. Organization support for Accounting, Human Resource (HR) and/or Payroll in Italy for entities headquartered outside of Italy.
8. Preferably a Financial Services organization.
9. Comparable size and global footprint as Help More Dogs.

# Pricing

The components required to implement each application must be priced separately in the following pricing matrix. Provide the cost for each functional element listed.

Vendor must provide a bid for one or both contract term scenarios.

1. Three (3) year Base Term plus two (2) One Year Option Years, with the options awarded by Help More Dogs based on performance.
2. A Straight 5 year Base Term.

Vendors must include any volume or term discounts or requirements for price increases over the term of the contract. Note: The reference for this is in the General Contract Business Requirements, Contract Term and Pricing.

Proposal response should be provided in both Word and Adobe PDF.

| **Professional Service (PS) Hours & Cost by Function** | | | | | |
| --- | --- | --- | --- | --- | --- |
| **Modules** | **Implementation Cost** | **Annual Cost YR 1-3** | **Implementation + 3 Years** | **Annual Cost YR 4-5** | **Implementation**  **+ 5 Years** |
| **Licenses** | | | | | |
| **Function** |  |  |  |  |  |
| **Cost** |  |  |  |  |  |
| **Instructional Design Creator (SCORM)** | | | | | |
| **Function** |  |  |  |  |  |
| **Cost** |  |  |  |  |  |
| **Financial Institution Course Catalog** | | | | | |
| **Function** |  |  |  |  |  |
| **Cost** |  |  |  |  |  |
| **Total Cost** | | | | | |
| **Total Cost** |  |  |  |  |  |
| **Other** | | | | | |
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