

REQUEST FOR PROPOSAL (RFP)

LEARNING MANAGEMENT SYSTEM

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2. LIST OF ABBREVIATIONS, ACRONYMS AND DEFINITIONS

Abbreviations and Acronyms	Definitions
API	Application Programming Interface
CDA	Confidentiality Disclosure Agreement
KPI	Key Performance Indicator
LMIC	Low- and middle-income countries
LMS	Learning Management System
M&E	Monitoring and Evaluation
RFP	Request for proposals
WHO	World Health Organisation

3. STATEMENT OF PURPOSE

FIND is seeking a service provider to develop and maintain a Learning Management System (LMS) to service its global external training needs.

4. BACKGROUND INFORMATION: FIND

FIND, the global alliance for diagnostics, seeks to ensure equitable access to reliable diagnosis around the world. We connect countries and communities, funders, decision-makers, healthcare providers and developers to spur diagnostic innovation and make testing an integral part of sustainable, resilient health systems. We are co-convenor of the Access to COVID-19 Tools (ACT) Accelerator diagnostics pillar, and a WHO Collaborating Centre for Laboratory Strengthening and Diagnostic Technology Evaluation. Founded in Geneva, Switzerland, in 2003, we have regional hubs in Kenya, India, South Africa and Viet Nam. With partners across the public and private sectors, we are working to make sure that everyone who needs a test can get one. To learn more, visit www.finddx.org.

In support of FIND's training strategy to provide quality training and capacity building in support of evaluation, testing and implementation of diagnostics, FIND wishes to:

1. Develop a portfolio of training and capacity building tools to support certification in diagnostics;
2. Support the workforce with training and capacity building tools that enable evaluation, testing and implementation of diagnostics.

To achieve these goals, FIND seeks to develop and maintain a training portal that will serve as a platform and resource repository for its external training activities. This portal will be a key component of FIND's online presence, and will be linked to and from other FIND online resources (including the main FIND website), as appropriate.

5. PROPOSAL GUIDELINES

FIND is seeking a service provider to develop and maintain a LMS to service its global external training needs. To meet these needs, the LMS and the associated learning online portal should address the following requirements:

Mandatory

1. A hosting solution for the LMS that is GDPR compliant including a FIND-branded online portal and LMS platform to serve as a portal for all FIND's external training activities (see Annex 1: Cloud-based Services Checklist);
2. A LMS that is user-friendly and has an intuitive learner interface including easy visualization of learner progress and completed modules;
3. The LMS should have a responsive design with and use in low-bandwidth settings including from LMICs;
4. The LMS should support a variety of learning resources (including video content > 10 minutes per video);

5. The LMS should allow a self-directed or automated learning journey;
6. The LMS should support easy and effective administration and reporting of Key Performance Indicators (KPIs) for Monitoring and Evaluation (M&E) and donor reporting (criteria to be defined in partnership with FIND on project commencement);
7. The LMS should allow input and course building through generic authoring tools such as PowerPoint or Markdown;
8. The LMS should provide collaboration and social learning administration tools including mentoring / facilitation functionality;
9. The LMS should provide community and collaboration tools such as discussion boards, file sharing, and virtual chats;
10. The LMS should have an integrated and fully documented API including webinar software or integration with video conferencing services;
11. The LMS should allow scalable content hosting (> 500 learners) including multiple courses running simultaneously;
12. The LMS should allow for a flexible certification process;
13. The LMS should support mobile accessibility and rendering to support popular mobile platforms;
14. The LMS should support flexible assessment profiles (e.g. quizzes, multiple choice etc.) and ways to monitor performance and attendance;
15. The LMS should support pre- and post-course assessments to enable collection of user feedback;
16. The LMS should allow easy on-boarding of learners through multiple routes e.g. self-enrolment & enrolment by invitation;
17. The LMS should ensure data protection and include pertinent cybersecurity standards such as password protection for login.

Optional or additional features

1. The LMS should allow tracking of learner progress and auto-alerts for incompleting courses;
2. The LMS should allow for scheduled invitations to be sent to learners alerting them to new courses and re-certification of completed courses.
3. The LMS should allow learner data and outcomes to be exported and visualized;
4. The LMS should be adaptable for multiple languages including technical requirements such as different fonts and letters;
5. The LMS should be adaptable for AI-direct translation of live webinars.

6. DELIVERABLES

A LMS and associated learning online portal to service FIND's global training needs.

7. TERM OF CONTRACT

To be determined with selected provider.

8. PAYMENTS, INCENTIVES, AND PENALTIES

To be determined with the selected provider.

9. CONTRACTUAL TERMS AND CONDITIONS

When appropriate, attach standard contracting forms, certifications, and assurances. You may include requirements specific to a particular contract. For further information, FIND standard terms and conditions are attached as Annex 2 to this proposal.

10. REQUIREMENTS FOR PROPOSAL PREPARATION

Prospective service providers must FIND with an initial written application in which the service provider provides:

- A brief business history of the service provider;
- An introduction to the services offered by the service provider;
- A description and scope of the service proposed to FIND;
- A list of features / functionality of the service offering (see Proposal Guidelines above);
- References or testimonials from other clients;
- An estimation of the cost of the service offered.

11. EVALUATION AND AWARD PROCESS:

We will evaluate all proposals based on the extent to which the LMS fits our needs highlighted above. To do so, we may request an in-depth demonstration in order to best assess the 'fit'. Based on demonstration that responds to all requirements as highlighted above, as well as the overall cost, we will decide on whom to award the service contract to. If none of the applications meet our needs, we reserve the right to re-open the call.

12. CONFIDENTIALITY

FIND considers any proposal received under the RFP as confidential. If required, FIND can sign a Confidentiality Disclosure Agreement (CDA) with interested LMS service providers prior to proposal submission. FIND will not disclose the proposal to third parties without the prior written agreement of the proposal submitter. Review of proposals will be carried out by a team from FIND, all members of which are also under confidentiality and are recused if found to have a potential conflict of interest (which they are obliged to disclose). Any specific questions concerning confidentiality should be addressed to the FIND team.

13. PROCESS SCHEDULE

This RFP will be published on FIND’s website and sent to the selected providers on the 14 November 2022. We expect a written proposal from prospective service providers by 31 January 2023. Please note that only those proposals that comply with our needs will be considered.

14. TIMETABLE

Activity	Date
RFP release date	14 November 2022
RFP question period closes	16 December 2022
Submission of RFP period closes	31 January 2023
Preferred service provider presentations	8 February to 17 February 2023
Provider selected	28 February 2023
Contracting	1 March to 31 March 2023
Commence implementation	1 April 2023

15. POINTS OF CONTACT FOR FUTURE CORRESPONDENCE

A prospective company requiring any clarification on technical, contractual or commercial matters may notify FIND via email at the following address no later than the 16 December 2022:

FIND Training Manager

ims.rfp@finddx.org

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The Access Team at FIND will respond in writing (via email only) to any request for clarification of the RFP that it receives by the deadline indicated above. A consolidated document of FIND’s response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective companies FIND having received the RFP. Questions are to be submitted by email.

There shall be no individual presentation by or meeting with companies until after the closing date. From the date of issue of this RFP to the final selection, contact with FIND officials concerning the RFP process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by FIND, in accordance with the terms of this RFP.

16. ANNEX 1: CLOUD-BASED SERVICES CHECKLIST

Service information			
Area	FIND's question	Applicant's response	
		Yes/No/NA	Comments
Service summary	How is the service being hosted? (i.e., what type of managed service is it? SaaS, PaaS, etc.)		
Service summary	Can the applicant provide FIND with a recent Service Organization Control (SOC) report if requested?		
Core services	Will the applicant provide notification prior to any changes being made to the way the service is delivered (if there is a change to the Terms & Conditions)?		
Core services	How could the actions of other customers or their users impact the quality of service of the applicant?		
Core services	Please detail all key external supplier dependencies in the delivery of the service.		
Due diligence	Where are the data stored and from where are any aspects of the services provided (including any remote support)? (e.g. outside of the primary country of operations).		
Due diligence	Can the applicant provide us with customer references?		
Due diligence	If it is a community or public cloud, does the applicant have sufficient capacity to cope with high demand from a small number of other cloud customers? Please outline this growth capacity.		
Data management	Can the applicant guarantee that we will be able to have access to the data or services when we need to?		
Data management	Are the information retention and destruction requirements defined as part of the solution? If so, what are they?		
Data management	Is there an effective method/process in place for disaster recovery?		
Data management	How quickly can the applicant restore data without alteration from a backup if there is a major data loss?		
Data management	Do we have a right to the return of our data immediately if the services are terminated, and how will the data be provided?		

Service information			
Area	FIND's question	Applicant's response	
		Yes/No/NA	Comments
Data management	Can the supplier confirm that they will allow FIND to obtain a copy or backup of our data in a useable format at our request?		
Sub-contracting/sub-processes	Are any of the services being provided by the applicant sub-contracted to other suppliers/sub-processors (including affiliates)?		
Sub-contracting/sub-processes	Have controls over any allowed sub-contractors been defined (covering access management, system security, change management, system operation etc.)?		

Information security			
Area	FIND's question – Does the applicant:	Applicant's response	
		Yes/No/NA	Comments (if any)
Penetration testing and scanning	Conduct an independent, third-party penetration test on its technology assets and remediate high/medium risk vulnerabilities as a priority.		
Penetration testing and scanning	Regularly scan its technology assets for vulnerabilities and remediate high and medium vulnerabilities as a priority.		
Security policies and procedures	Maintain a set of information security policies and standards and review them regularly.		
Security policies and procedures	Maintain and apply up-to-date IT life-cycle operating procedures that ensure security is built-in to configuration standards to strengthen its technology.		
Access control	Apply access controls to protect against confidential data disclosure in production and non-production environments.		
Access control	Support application integration with FIND's identity and access management system, which includes single sign-on and multi-factor authentication (MFA).		

Information security			
Area	FIND's question – Does the applicant:	Applicant's response	
		Yes/No/NA	Comments (if any)
Access control	Authenticate user access and: a) Hide passwords typed on-screen b) Log a user's timestamp, location and failed logins c) Assign unique IDs e) Disable dormant accounts at regular intervals f) Use Multi-Factor Authentication for System Admins and Database Administrators		
Access control	Prohibit developers from having direct access to production data.		
General controls	Maintain/provide a test/development environment that is separate from the production environment.		
General controls	Maintain and apply change management processes to ensure all changes to production environments are approved and well-controlled.		
General controls	Run threat protection solutions on infrastructure servers to protect against common and advanced cyber-attacks.		
General controls	Test business continuity plans (BCPs) and maintain 'high availability' of critical business systems.		
General controls	Provide logical or physical separation of all FIND data from other customers' data.		
General controls	Close down an application session after a reasonable period of inactivity (e.g. 15 minutes).		
General controls	Enable FIND to export system logs to its security information and event management (SIEM) system to monitor events.		
Security incidents	Apply a security incident management process, technical staff training and customer notification to handle data breaches, informing FIND immediately of any incident.		
Security incidents	Train staff on the consequences of data privacy breaches of personally identifiable information (PII) data.		
Compliance	Adhere to Open Web Application Security Project (OWASP) coding guidelines.		

Information security			
Area	FIND's question – Does the applicant:	Applicant's response	
		Yes/No/NA	Comments (if any)
Compliance	Demonstrate GDPR or related compliance.		

17. ANNEX 2: KEY TERMS AND CONDITIONS

A list of certain key terms and conditions to be addressed in any contractual agreement executed by FIND. The below language is given for guidance purposes only. Final language to be agreed between the parties to each agreement.

1. SOME KEY DEFINITIONS

<p>“Global Access”</p>	<p>means the principles according to which diagnostic products shall be available, affordable and appropriate for use in the Territory, as further set forth in FIND’s Global Access Policy available at www.finddx.org/policies, as amended from time to time;</p>
<p>“LMICs” or the “Territory”</p>	<p>means those countries defined by the World Bank as having “low-income economies”, “lower middle-income economies” or “upper middle-income economies”, as may be amended from time to time;</p>
<p>“Private Health Sector”</p>	<p>means any non-governmental institute in the Territory in the health sector which operates on a for-profit basis, and which may have access to preferential access conditions to a product such as set out under Global Access, and as determined on a case-by-case basis by FIND;</p>
<p>“Public Health Sector”</p>	<p>means (i) any government in the Territory, including any government ministry of health, department or agency, or any local or regional governmental body, authority or entity, and (ii) any officially recognized, not-for-profit organization including private not-for-profit organizations, or funds, that pursue activities to relieve suffering, promote the interests of the poor, provide basic social services, or undertake community development, including, but not limited to, the World Health Organization (and other UN organizations), ICRC, UNICEF, Save the Children Fund, Médecins Sans Frontières, Unitaid, PEPFAR, the Global Fund, FIND or its authorised designee and other funding organizations;</p>

2. ADDITIONAL THIRD PARTIES

General. XYZ may use Third Parties as subcontractors in the performance of its activities undertaken in connection with this Agreement, provided; a) FIND is informed and agrees in advance in writing to such subcontractor, and; b) XYZ must obtain each subcontractor’s written agreement to comply with all the applicable terms and conditions of this Agreement. In addition, FIND may require to review the relevant sections of any agreement between XYZ and the Third Party in question, solely to ensure compliance with this Article [●]. For the sake of clarity any activity and/or obligation assigned to a Third Party under this Article [●] of this Agreement shall be considered nonetheless as being assigned to XYZ and XYZ shall be wholly held accountable for the fulfilment of such activity/obligation and any failure by the Third Party to execute their obligations shall be considered the full and direct responsibility of XYZ.

3. GLOBAL ACCESS AND GENERAL PRODUCT SUPPLY CONDITIONS

General. Each Party recognizes the requirements in accordance with the Global Access to ensure that any product arising from the Agreement, will be made accessible and affordable to people living in the LMICs. Both Parties will take all reasonable and diligent

actions necessary, within their scope and freedom to operate, that any product arising from the Agreement will be made available broadly in a manner that meets their respective Global Access requirements, including but not limited to; a) provide access to the product on an affordable basis, and including required in-country registrations as agreed with FIND, and local service and support. In addition, the Parties subscribe to the concept and implementation of Global Access as set out under the FIND policy at www.finddx.org/policies whereby, subject to the terms and conditions of this Agreement, specified results, data, generated pursuant to this Agreement shall be made broadly and publicly available to any and all entities including any Public Sector bodies, as well as for-profit and not-for-profit organizations, and research centers working in healthcare in, or for, resource-limited settings.

4. RECORDS

XYZ and FIND shall maintain records in sufficient detail and in good scientific manner and as appropriate for patent purposes, and in compliance with applicable laws and regulations, as properly reflects all work done and results achieved in the performance of the Agreement. Such records shall include books, records, reports, notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, computer information storage means, samples of materials and other graphic or written data generated in connection with the Agreement.

5. INDEMNIFICATION

XYZ will be responsible for the manner in which all activities performed under or as a result of this Agreement are carried out and will indemnify and hold harmless FIND for any and all claims and liabilities (including legal fees and costs) arising or resulting from such activities carried out by XYZ, its employees, authorized agents, and subcontractors.

6. AUDITS, REVIEWS, OPERATIONAL AND TECHNICAL EVALUATIONS

FIND and/or other parties designated by FIND, may conduct or commission financial audits, reviews, or operational or technical evaluations of activities, documents or records relating the Agreement (the "Ad-hoc Audit") at any time during the lifetime of this Agreement and for a period of three (3) years following termination or expiry of this Agreement, not exceeding two (2) times per year. Such Ad-hoc Audits shall be conducted during regular business hours and upon reasonable notice to XYZ. The costs of such Ad-hoc Audits will be covered by FIND. This may include the facilitation of visits to relevant sites to review the progress made in the provision of the services and the achievement of its objectives.

For the purposes of any Ad-hoc Audit, XYZ shall maintain accurate, readily accessible operational information and documentation on the progress made in the implementation of this Agreement. XYZ shall make such operational information and documentation available at a reasonable request from FIND and shall provide the requested information, together with clarifications and satisfactory explanations to queries, in a timely manner. A copy of the final Ad-hoc Audit report will be provided to XYZ.

Environmental regulations. In addition to operational, project management and financial aspects, FIND or its donors, may require an assessment of the potential impact of the investments under this Agreement with a particular focus on environmental regulations such as those governing the control of potential pollution and management of natural resources. Prior to the commencement of any such evaluation, FIND shall indicate any supplementary information that may be required for the purposes of such evaluation.

7. CONFIDENTIALITY AND DATA PRIVACY

General. Each Party agrees to hold in confidence and not disclose or transfer in any manner any Confidential Information received from the other Party under this Agreement, except that Confidential Information may be disclosed which: (i) was in a Party's possession or control prior to the date of disclosure; (ii) was in the public domain or enters into the public domain through no improper act on any Party's part or on the part of any of a Party's employees; or (iii) is rightfully given to from sources independent of the Party in question.

Disclosure by Law. In the event the receiving Party is required by judicial or administrative process to disclose Confidential Information, it shall promptly notify the disclosing Party thereof so that the disclosing Party may seek to oppose such process or reduce the scope of such disclosure.

Terms of the Agreement. No Party shall disclose any terms or conditions of this Agreement to any Third Party other than non-confidential details which refer to the existence and general type of agreement, without the prior consent of the other Parties; provided, however, that a Party may disclose the terms or conditions of this Agreement, (i) on a need-to-know basis to its legal and financial advisors to the extent such disclosure is reasonably necessary, (ii) to a Third Party in connection with (a) a merger, consolidation or similar transaction by such Party, or (b) the sale of all or substantially all of the assets of such Party or (iii) as otherwise required by law. FIND will be entitled to share this Agreement with its donors and FIND shall request its donors to treat such information as confidential.

Term of Confidentiality. These confidentiality obligations shall survive the expiration or termination of this Agreement and will expire five (5) years after such termination or expiration.

Effect of Termination. Upon request made by the disclosing Party, following termination or expiration of this Agreement, the receiving Party shall return all Confidential Information received except that the receiving Party may retain in its confidential files one copy of written Information for record purposes only.

Personal Data Privacy. The Parties shall comply with applicable data protection legislation including the EU Regulation 2016/679, including any future amendment, and the UK Data Protection Act 2018, including any future amendment, and relevant international regulations, and any and all Personal Data shall not be disclosed between the Parties. For the sake of clarity, "Personal Data" means any information relating to an identified or

identifiable natural person (or "Data Subject") in particular an identifier such as a name, an identification number, location data, or an online identifier and/or medical data such as found in a personal medical record, held by a medical practitioner or a clinical facility. The duration of confidentiality of Personal Data shall be without a time limit unless otherwise agreed between the Data Subject and the affected Party in writing.

8. INDEPENDENT CONTRACTOR RELATIONSHIP

For the purpose of this Agreement, the Parties hereto are independent contractors and nothing contained in this Agreement shall be construed to place any of the Parties in the relationship of partners, principal and agent, employer/employee or joint venture. No Party shall have the power nor the right to bind or obligate another Party, and no Party shall hold itself out as having such authority.

9. COMPLIANCE WITH FIND POLICIES

Code of Conduct and Ethics: FIND has established a Code of Conduct and Ethics (the "Code") as set forth under the FIND site at <https://www.finndx.org/policies>. By executing this Agreement, XYZ acknowledges it has read and understood the contents of the Code, has informed the appropriate personnel of the Code's existence and agrees to abide with the Code terms and conditions, or warrants that it has its own code of conduct which is substantially equivalent and that such own code of conduct is currently applied to XYZ.

Anti-Terrorism: XYZ will not participate, directly or indirectly, in support of activities (a) related to terrorism; (b) with persons or entities that appear on the United Nations Security Council Consolidated List; or the sanctions list of donor countries including the UK, The Netherlands, Germany, USA, Canada and Australia; (c) with countries or territories against which the U.N. maintains comprehensive sanctions, under applicable law unless specifically approved by FIND in writing, at FIND's sole discretion.

Anti-Corruption & Anti-Bribery: XYZ will not offer or provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision by FIND, including by assisting any party to secure an improper advantage.

Political Activity & Advocacy: XYZ may not use funds to influence the outcome of any election for public office in any country, or to carry on any voter registration drive.

Child Safeguarding: XYZ is committed to comply with all relevant local law on child rights and welfare in order to provide what is in 'best interest of the child' including employment law that apply to children and shall not use any funds under this Agreement to support the contrary.

Anti-Trafficking: XYZ is committed to comply will all relevant local, national and international laws and regulations to prevent and fight against "Trafficking in Persons" including, but not limited to the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime.

Specific warranty regarding tobacco and arms. XYZ has, and currently has not had during the past four (4) years, any relations or linkages, with the tobacco or arms industry, or any subsidiary of a tobacco or arms company or commercial entity involved with the manufacture, sale, or distribution of tobacco/arms or tobacco/arms products, including, but not limited to, financial interests, controlling interests, or commercial relations resulting in licensing agreements, programmes, initiatives, research, or projects funded by the tobacco/arms industry, jointly administered with tobacco/arms-affiliated entities, or done for the tobacco/arms industry.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of Switzerland.

The Parties hereto undertake to settle any dispute concerning the validity, interpretation, and/or performance of this Agreement in an amicable manner. To the extent practical, the Parties shall continue to work under the Agreement pending the final outcome of any dispute. If the Parties fail to resolve such dispute, controversy or difference through good faith negotiations, any dispute, shall be submitted to mediation in accordance with the WIPO Mediation Rules, in effect at such date. The place of mediation shall be Geneva, Switzerland. The language to be used in the mediation shall be English. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within sixty (60) days of the appointment of the mediator, it shall, upon the filing of a Request for Arbitration by either Party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules in effect at that date.