REQUEST FOR PROPOSALS

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

REGARDING:

LEARNING MANAGEMENT SYSTEM
RFP NUMBER: SC 1701.2022.1

PROPOSALS DUE:

MAY 26, 2022, NO LATER THAN *3:00* P.M. PACIFIC DAYLIGHT TIME

[AMENDED 4/25/22, refer Addendum Memo No.1 for additional information]

1.0 BACKGROUND INFORMATION

1.1 History. Prior to June 1998, California's trial courts consisted of Superior and Municipal Courts, each with its own jurisdiction and number of judges fixed by the Legislature. On June 2, 1998, California voters approved a constitutional amendment permitting the judges in each county to unify their Superior and Municipal Courts into a single Superior Court with jurisdiction over all case types. The goal of court unification is to improve services to the public by consolidating court resources, offering greater flexibility in case assignments, and saving taxpayer dollars. By February 2001, judges in all 58 counties had voted to unify their trial courts.

As a part of the unification process, and effective July 1, 2008, the Superior Court of Alameda County separated from the County of Alameda, and is now the Superior Court of California, County of Alameda.

The Superior Court of California, County of Alameda (hereinafter referred to as the "Court") is one of 58 trial courts of general jurisdiction in California with approximately 73 Judges and 10 Commissioners. The Court employs over 600 people in more than 90 different job classifications to perform a wide range of non-judicial functions.

1.2 General Description. The Court is soliciting proposals from qualified Contractors who will be able to provide an efficient Learning Management System (LMS) which will enable the Court to provide training opportunities and improve the knowledge, skills and abilities of Court employees.

This Request for Proposal is to obtain a cloud-based Learning Management System and eLearning product(s) which should be available to staff 24 hours a day, 7 days per week and should be consistent with meeting the requirements described herein.

1.3 Contract Award. The Court will award a contract substantially in the form of **Attachment 2**, General Terms and Conditions ("Agreement"), to the Contractor that is selected for an initial three (3) year term with the option to extend for two (2) consecutive one-year terms.

1.4 Insurance. The successful Contractor will be required to provide proof of insurance coverage for Commercial General Liability, Workers' Compensation and Employer's Liability, and Automobile Liability pursuant to the insurance provisions set forth in the Agreement. Policy limits and insurance requirements are specified in **Attachment 2**, General Terms and Conditions.

1.5 Background Checks. All employees or subcontractors of the successful Contractor performing work under the Agreement on the Court's premises will be required to complete a background check prior to performance of any work.

1.6 Subcontractors. Contractor will not use subcontractors unless the Court has specifically approved the use of subcontractors in writing.

1.7 Mask Mandatory. All persons entering any court facility are required to wear a face covering over their nose and mouth, regardless of their vaccination status

2.0 DESCRIPTION OF SERVICES

2.1 The Court is seeking proposals of Prospective Bidders with expertise in Learning Management System which meets all the Minimum Requirements set forth herein.

The Court is requesting proposals for Software-as-a-Service (Saas) cloud-based application to provide consistent training on several compliance related initiatives like:

- Security Awareness Training
- Sexual Harassment Prevention (Managers and Staff)
- Emergency Action Plan Training
- Anti-Bias Training

2.2 Minimum Requirements of LMS

A. Accessibility:

i. Enrollment management. Provide automated, manual, and self-registration features. (e.g., human resource information System (HRIS) live feed, file transfer, manual upload, and self-enrollment (with approval) functions) Also features policy/rule- based enrollment and ability to automate assignment of programs to individual learners.
ii. Individual learning plans. Create and assign learning plans to include specified sequences of courses or curriculum.
iii. User friendly and Single sign on. Interface is intuitive and user-friendly, not overly complex. Ability to login to LMS via organization's internal sign on credentials.
iv. Compliance. LMS is ADA compliant including operability with common reader apps.
v. Technical support. Provide technical support for learners, instructors and LMS administrators, it can be in the form of demos, tutorials, searchable knowledgebase, live support, etc.
vi. Notifications. Create rule-based notifications that can be easily configured to automate the notification process.
vii. Reliability. The LMS is reliable with a solid uptime record.

B. Learning Development:

i. Courses development. Ability to create instructor-led courses and curriculum and delivered synchronous and asynchronous, in-person, online and hybrid module. Ability to register, schedule and rescheduling the courses.
ii. Competency-based. Courses can be assigned competencies, which can be tracked for completion/compliance.
iii. eLearning. Ability to host and upload SCORMED or AICC compliant eLearning modules. Also allows bookmarking: ability for learners to start where they left in eLearning modules.
iv. Progress tracking & notifications. Users can track their progress through courses and programs. Progress can also be tracked by manager, instructors, etc. Ability to send notifications to the users for the courses nearing due date.
v. Assessments. Provide a variety of assessment types such as multiple choice, matching, fill in (essay), surveys, etc.
vi. Certifications & credits: Allows courses to have prerequisites and course completions can lead to certification or earning a credit.
vii. Marking completion. Ability to track completion of individual learning objects (E.g., completion of PDF, video, or other file: completion of eLearning, completion of end-of-course survey, etc.)
viii. Tracking & data analysis. Administrators, instructors, and managers will need access to run reports to determine specific training completion data in various formats (Excel, PDF, graphs). (e.g., completion reports, past due reports, dashboards, charts, etc.)
ix. Video capabilities. Ability to embed video into courses from either a built-in streaming service or a third-party streaming service (e.g., YouTube).
x. Site customization: Ability to customize the look and feel of site pages according to Court needs.

C. LMS Administration:

i. Create user roles. Ability to assign pre-defined and custom user roles. Roles can be assigned unique combinations of LMS functions.
ii. Import export data. Ability to import/export data from/to LMS and between different LMSs.
iii. LMS Administrator training and support. Provide initial and ongoing training and support for the LMS Administrator.

iv. Initial Setup, Configuration, and Operability. Provide project plan for installation, configuration, and admin training for the LMS and Provide support for initial setup and configuration.

Note: Cost associated with initial set up and configuration must be included in detail on the cost proposal (Section 8.5, **Attachment 14**).

D. Data Security:

i. Authentication: Provide adequate security to access the service. All administrative access to the LMS shall require a login ID and password, if appropriate.
ii. Browser dependencies. Describe any third-party software dependencies (browser, plugins or apps) and whether these applications can be updated as soon as security vulnerabilities detected.
iii. Data exposure. Records only learning data (names, emails, course completion data, etc.) and does not expose employees or courts confidential data.
iv. Security updates. Contractor must agree that timely patching of security vulnerabilities for any external applications for which their product is depend upon will not result in an outage of the LMS service.

2.3 Maintenance and Support Services:

A. Maintenance.
i. Contractor will provide a service or support needed for LMS to be available for court employees for standard M&S hours 7:00 a.m. to 7:00 p.m. Pacific Time on the Court's business day.
ii. Providing software patches and version updates as they become available, so that the work operates under new versions or releases of the Court's operating system or database platforms.
iii. Having its customer support department responsible for the on-going support and maintenance of the LMS once deployment begins.
iv. Contractor shall promptly provide the Court with all LMS upgrades, such as: (i) all Upgrades generally made available by contractor to its other customers; and (ii) Upgrades as necessary so that the work complies with the specifications, without limiting any other obligations of Contractor under this Agreement, Contractor represents and warrants that it will maintain services, equipment's, software or any other part of the work so

that they operate in accordance with their Specifications and Documentation.

2.4 Customer Service. Contractor will provide a customer service team that is dedicated to the Court. Contractor's customer service team must have the capabilities to (i) track each customer service contact with the Court, (ii) track resolution of each contact, and (iii) initiate an escalation process to resolve outstanding customer service issues.

2.5 Project Manager. Contractor shall assign a Project Manager dedicated to the Court ("Project Manager"). The Project Manager will have the power and authority to make management decisions relating to Contractor's obligations under the Agreement. The Project Manager will serve as the Court's primary point of contact and will work closely with the Court's assigned project manager. The Project Manager will not to be removed from the project without the Court's written approval. In the case of death, illness, retirement, disability, resignation or termination of the Project Manager, the replacement Project Manager shall be subject to the reasonable approval of the Court prior to the commencement of work under the Agreement. The duties of the Project Manager shall include, but are not limited to:

A. Responsible for all services, and workmanship attributable to the Contractor.

B. Responsible for managing the end-result, including day-to-day project management for the implementation of LMS, including any development, integration, installation, and testing activities provided and agreed upon by the Court and Contractor.

C. Responsible for identifying and coordinating the installation specifics through the Court's assigned project manager through a detailed deployment planning discussion, involving all related parties, prior to installation and deployment.

D. Ensure that application software is provided in accordance with the deployment requirements developed and agreed upon by the Court and Contractor.

E. Provide regular status reports to the Court indicating the status of project tasks as applicable and participate in periodic meetings as deemed necessary.

F. Proactively anticipate project deviations and take immediate corrective action.

G. Proactively assist with resolution of issues with any aspect of project plan deliverables.

H. Act as a single point of contact for all development, design, and maintenance of project deliverables**.**

I. Work together with the Court, as needed, to effectively integrate the LMS with the Court provided platform and network architecture, if applicable.

J. Provide written acceptance, if requested, upon notifications from the Court that system is ready for delivery and installation.

K. Verify that the Court has provided all installation requirements, prior to installation of LMS.

L. The Court will contact Contractor's customer service support directly to report any problems. The Project Manager will work with the Court as required to resolve any reported problems.

2.6 Project Plan. If requested by the Court, the Contractor will create and develop an overall Project Plan to be approved by the Court. The Project Plan will include a Specifications Requirements document, if applicable. The Project Plan document will include, but not be limited to:

- Management of resource requirements;
- Direction of project tasks and milestones; and,
- Interaction between Contractor Project Team and Court Project Manager.

The requested Project Plan will be provided to the Court no later than ten (10) business days from the execution of the Agreement. The Court shall have five (7) business days to review the Project Plan document and provide a written counterproposal to any items that are not to the Court's satisfaction. Contractor shall provide an updated Project Plan document within three (3) business days of receiving the Court's written response.

2.7 Program Technical Lead. Contractor will assign a Program Technical Lead. The Program Technical Lead responsibilities will include, but not be limited to:

A. Commence the project, after both Contractor and Court have signed and/or received appropriate procurement documentation.

B. Provide the Court with a detailed Specifications Requirements document developed by both the Court and Contractor, as may be requested by the Court.

C. Specifications Requirements, if requested by the Court, shall be consistent in scope and specificity with this RFP. Contractor and Court shall work together in good faith to identify and resolve any out of scope condition, should it arise.

D. Any change requested by the Court after the Specifications Requirements have been agreed do by both the Contractor and the Court, shall be considered a change in scope.

E. If requested by the Court, provide the Specifications Requirements document to the Court no later than twenty (20) business days form the completed procurement documentation. The Court shall have ten (10) business days to review the Specifications Requirements document and provide a written counterproposal to any items that are not to the Court's satisfaction. Contractor shall provide an updated Specifications Requirements document within five (5) business days of receiving the Court's written response.

F. If requested by the Court, provide ongoing assistance during the development of the Specifications Requirements document to ensure that both Contractor and Court fully understand and agree to the requirements stated herein.

G. Work with the Court as needed to facilitate mutual execution of the Specifications Requirements document, if such documentation is requested by the Court. Neither party will unreasonably withhold approval.

H. Provide software and associated application server objects, if any and as needed, in order for the LMS to run effectively and efficiently.

I. Provide a demonstration of LMS and services.

J. Provide the LMS available to the Court for acceptance testing, if requested.

2.8 Service Level Requirements.

A. Service Level Definitions:

i. "Level 1 support" means qualifying and logging all Technical support incidents, answering technical inquiries via telephone support and email regarding the work and performing limited diagnostic services.

ii. "Level 2 support" means, with the use of technical support specialists:

(i) Performing defect isolation, defect replication and interoperability testing;

(ii) Performing remote diagnostic services and on-site troubleshooting, if required;

(iii) Identifying the source of defects;

(iv) Developing a reproducible test case for any defect and documenting the details of such defect for escalation to level 3 support; and

(v) Developing and implementing workarounds where reasonably possible.

iii. "Level 3 support" means, with the use of backup engineering and technical support staff, isolating defects and developing defect corrections including, without limitation, Upgrades.

iv. "Reporting Date" means the date that the court reports the defect as issue.

v. "Resolution period" means the period of the time elapsed from contractor's receipt of a report of a defect until the time such defect is resolved and normal production functionality has been achieved, excluding any time of the court to perform acceptance testing on the applicable defect correction.

vi. "Severity Level" means the actual impact of a defect on a user's operational environment as further described in the table below.

vii. "Standard M&S Hours" means 7:00 a.m. to 7:00 p.m. Pacific Time on the Court's business days.

viii. "Technical Support Incident" means a single, indivisible problem reported or technical inquiry made regarding the Deliverable, Services, Licensed Software or any other part of the work, including without limitation user questions or defect reports. A Technical Support Incident is only closed when mutually agreed by the parties.

B. Services: Contractor shall agree to provide the maintenance, support services and service levels as set forth in this section for all the work provided under the Agreement.

C. LMS Availability. Contractor shall ensure that LMS is fully available for users 24/7 and 365 and functioning not less than 95% of the day.

D. Normal Service Calls. For Service Calls placed during the hours of 7:00 a.m.to 7:00 p.m., Monday through Friday, Contractor shall provide a one (2) hour maximum response time to any calls received from Court. The maximum response time shall be defined as from the time the Court contacts Contractor to the time the Court receives a call back from the Contractor to discuss regarding the service request.

E. Response Time. Contractor shall respond to the Court within four (4) hours after the Court reports a Technical Support Incident (such hours all occurring during standard M&S Hours) to Contractor or within the applicable Response Periods, whichever is shorter

F. Call Back Response Time. Contractor will complete all call backs within two (2) hours of initial contact by the Court.

G. Services and Monthly Support Case Report. Contractor shall (i) Provide the Court with Level 1 support, Level 2 support and Level 3 support, and (ii) deliver to the Court project manager a monthly report summarizing Technical Support Incidents opened, continuing, or closed during the preceding calendar month. Without limiting the foregoing, Contractor shall respond to and resolve all defects in accordance with the Severity Levels determined by the Court for each defect and the table set forth below.

Severity Level	Description	Resolution Hours	Response Period	Resolution Period
Severity Level 1	A Severity Level 1 Defect exists if: (i) a critical component of a service, Deliverable, Licensed Software or other item of Work has stopped, or is so severely impacted that the Work or component cannot reasonably continue to operate, or the Court or user is prevented from using LMS and there is no Workaround available for the foregoing; or (ii) data is corrupted, or data integrity issues related to security or confidentiality leads to noncompliance with legal requirements or regulations.	24 hours per day, 7 days per week	Immediate	1 hour
Severity Level 2	A Severity Level 2 Defect exists if: (i) a critical component of a service, Deliverable, Licensed Software, or other item of Work is unavailable or will not work but a Workaround is available; or (ii) a noncritical component of a service, Deliverable, Licensed Software or other item of Work is unavailable or will not work and there is no Workaround.	Standard M&S Hours	1 hour	2 hours
Severity Level 3	A Severity Level 3 Defect exists if the noncritical component result is not as expected but a Workaround for the item of Work is available and there is no significant impact to the end user.	Standard M&S Hours	2 hours	8 hours
Severity Level 4	All Defects other than Severity Level 1 Defects, Severity Level 2 Defects and Severity Level 3 Defects (e.g., minor or cosmetic Defects). Workarounds are available.	Standard M&S Hours	4 hours	1 business day

2.9 Reports. Contractor shall provide a monthly usage reports as requested by the Court. Reports should have the details (e.g., enrollment and completion rates) and

numbers of users accessed LMS during that month. Contractor shall discuss with the Court Project Manager to suggest or determine what other reports they can able to provide as part of LMS.

2.10 Administrative.

A. Parking. When responding to on-site service calls or attending meetings, the Court may not be able to provide parking for automobiles or a technician's vehicle. The Court does not validate or reimburse for parking expenses.

B. Covid-19 vaccination. Contractor shall provide the Court with any existing company vaccination policy to determine if it is in accordance with the Court's vaccination policy. Should the Contractor not have an existing vaccination policy, the Court will determine if steps are needed to reduce the health and safety risk to the court staff, partner agencies and court customers.

2.11 Problem Escalation. Contractor will work with Court to develop a quantifiable, achievable service level agreement, prior to the implementation of LMS program. This service level agreement, will act as a set of guidelines to ensure that service levels are consistently met or exceeded. When an issue, either potentially or realized, is identified, Contractors Branch Support team will work with the Court and partner to objectively identify all aspects of the issue, including:

- Root cause analysis – why did/will the issue occur?
- Is this a one-time or recurring issue?
- What impact does this issue have on customer operations?
- What potential solutions to this issue can be identified?
- How quickly can this issue be practically corrected?

2.12 Court Responsibilities. The Court's responsibilities include:

A. Assign a Court project manager to act as the single point of contact for Contractor.

B. Work with Contractor, as needed, to effectively integrate LMS service with the Court provided platform and network architecture.

C. Report any errors to Contractor's Project Manager during the testing phase, as mutually agreed upon by Contractor and the Court, upon commencement of testing activities.

D. Provide the Contractor with final approval that the LMS is ready for deployment following successful testing by completing a corresponding System Acceptance Certification ("SAC"), if requested by Contractor.

E. Implement/deploy new system changes/updates received from Contractor in a timely manner.

F. Ensure that all appropriate technical and user personnel are available should the Court and Contractor determine in good faith that a site visit is essential at the Court Location(s) in order to resolve development, testing, or user training issues.

G. Ensure that all appropriate technical personnel are available should the Court and Contractor determine in good faith that a site visit is essential at the Court Location(s) in order to deploy, integrate and setup, the learning Management. Contractor shall perform final testing in the operational environment, with Court assistance, to ensure functionality, quality and efficient performance.

H. It is the Court's intention to proceed with service in a phased-in approach. The Contractor's Project Manager will work with the Court's project manager on an agreed upon schedule for phasing.

3.0 TIMELINE FOR THIS RFP [AMENDED 4/25/22, Refer to Addendum Memo No.1 for additional information]

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	April 19, 2022
Deadline for questions	May 11, 2022
Questions and answers posted	May 20, 2022
Latest date and time proposal may be submitted	May 26, 2022, 3:00 PM Pacific Daylight Time
Anticipated interview dates (*estimate only*)	June 6–June 10, 2022
Evaluation of proposals (*estimate only*)	Jun 13 –June 17, 2022
Public opening of cost portion of proposals https://www.zoomgov.com/j/1607700099?pwd=RVNUZEd2UXgwTnlaYUxOZTVmR2g4dz09	June 20, 2022, 11:00 AM Pacific Daylight Time
Notice of Intent to Award (*estimate only*)	June 21, 2022
Negotiations and execution of contract (*estimate only*)	June 22– July 1, 2022
Contract start date (*estimate only*)	July 5, 2022

EVENT	DATE
Contract end date (*estimate only*)	July 4, 2025 with an option to extend through July 4, 2027

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: General Terms and Conditions	On this form, if exceptions are identified, prospective bidder must submit (i) a redlined version of Attachment 2 – Standard Agreement Terms and Conditions and Supplemental Terms and Conditions that clearly track proposed changes to this attachment, (ii) written documentation to substantiate each such proposed change and (iii) written explanation to indicate how each proposed change will benefit the Court. If selected, the person or entity submitting a proposal (the "Prospective Bidder") must sign Acceptance of Terms and Conditions form (Attachment 3): this Court Standard Form agreement (the "Terms and Conditions").
Attachment 3: Prospective Bidder's Acceptance of Terms and Conditions	On this form, the Prospective Bidder must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions. If selected, the person or entity submitting a proposal must sign the form. **Note: A material exception to a Minimum Term will render a proposal non-responsive.**
Attachment 4: General Certifications Form	The Prospective Bidder must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5: Small Business Declaration	The Prospective Bidder must complete this form only if it wishes to claim the small business preference associated with this solicitation.
Attachment 6: Payee Data Record Form	This form contains information the Court requires in order to process payments and must be submitted with the proposal.
Attachment 7: Unruh and FEHA Certification	The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.

Attachment 8: Bidder Declaration	This form should be completed and submitted with proposal if contractor is requesting to participate in the RFP and claim DVBE incentive.
Attachment 9: DVBE Declaration	This form should be completed and submitted with proposal if contractor is declaring DVBE participation.
Attachment 10: Darfur Contracting Act Certification	Prospective Bidder must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 11: Question and Answer Form	Prospective Bidder may use the attached form to submit any questions if They have.
Attachment 12: Contact Sheet	Prospective Bidder must fill the contact information and submit along with the proposal.
Attachment 13: Reference Check Form	Prospective Bidder's references.
Attachment 14: Cost Proposal Template	Prospective Bidder should use the attached template to provide the cost portion.
Attachment 15: Check List	RFP checklist.

5.0 PAYMENT INFORMATION

5.1 After the Court has accepted Services and/or Work Product, Contractor will send one (1) original correct, itemized invoice for the accepted Services and/or Work Product to "Accounts Payable", at the address shown below. Invoices shall reference the Agreement and Purchase Order Number(s) as applicable.

Hard copy:
Superior Court of California, County of Alameda
Finance Division/Accounts Payable
1225 Fallon Street, Room 210
Oakland, CA 94612

Soft copy:
accountspayable@alameda.courts.ca.gov

5.2 Invoices for Learning Management System are to be submitted yearly for the services provided.

5.3 The Court will process for payment invoices within thirty (30) days of receipt and approval by Court's Project Manager. All invoices must reference Contractor's purchase order number which will be provided by the Court.

5.4 Court will not pay or reimburse Contractor, or their employees, for travel, or any other related, expenses that are requested or required in this RFP.

5.5 Any work that is performed for the Court outside the scope of the Agreement, must be invoiced separately and reference a purchase order that is not associated with this Agreement.

5.6 Contractor must provide written notice to Court of the specific excess charge and obtain Court's consent prior to performing any additional service that would incur an excess charge.

5.7 Each yearly billing statement should contain the latest contact phone number to correct or update billing information.

5.8 Payment terms will be specified in the contract document that will be executed as a result of an award made under this RFP, however, prospective Contractors are hereby advised that the Court payments are made by the State of California, and the State does not make any advance payment for services. Payment by the State is normally made based upon completion of tasks as provided for in the agreement between the Court and the selected Contractor.

6.0 PRE-PROPOSAL CONFERENCE

There will be no Pre-Proposal Conference. All questions and/or requests for modification or clarification must be submitted directly through bidquestions@alameda.courts.ca.gov.

7.0 SUBMISSIONS OF PROPOSALS

7.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

7.2 The Prospective Bidder must submit its proposal in two separate emails, the Technical Proposal and the cost portion by the date and time listed on the coversheet of this RFP.

A. The proposals must be emailed to bidquestions@alameda.courts.ca.gov. The subject line of the email must include the RFP title and number.

B. The proposal must be signed by an authorized representative of the Prospective Bidder.

7.3 Late proposals will not be accepted.

7.4 Questions. Interested parties may submit a request for clarifications, modifications, or questions to the Court using the Question and Answer Submission Form, provided in **Attachment 11**, Question and Answer Form.

Requests shall be submitted via email to bidquestions@alameda.courts.ca.gov no later than the date specified in the RFP timeline. Please indicate the RFP number and title in the subject line of the email. Contact with the Court shall be made only through the email address**.**

7.5 The Court will not accept telephone calls related to the RFP. All communications must be made with the Question and Answer Submission Form.

8.0 PROPOSAL CONTENTS

8.1 Title Page

The first page of the proposal must consist of a title page with the name of the firm, title of the RFP, and date of submission.

8.2 Cover Letter

The proposal must start with a cover letter address on Prospective Bidder's stationery. A corporate officer or person who is authorized to represent Prospective Bidder must sign this letter on behalf of Prospective Bidder. The letter must include the following:

A. The name, title, address, telephone number, e-mail address, and facsimile number of person(s) authorized to make representations for Prospective Bidder during negotiations and commit Prospective Bidder to a contract;

B. If a corporation, a statement that confirms Prospective Bidder is registered to do business in California and provide its corporate charter number; and

8.3 Executive Summary

Provide an Executive Summary of your proposal. The Executive Summary should be a high-level, general overview of how Prospective Bidder intends to accomplish the requirements of this RFP. The Executive Summary should demonstrate the Prospective Bidder's understanding of the requirements. The Executive Summary must also specifically indicate the number of years of experience the Prospective Bidder has in providing the services requested in this RFP and address how Prospective Bidder meets the minimum qualifications listed in section 10.4.

8.4 Technical Proposal

The following information must be included in the Technical portion of the proposal. A proposal lacking any of the following information may be deemed non-responsive.

A. LMS specifications, or other description of the LMS the Prospective Bidder proposes to provide to the Court, including warranty information.

B. Names, addresses, and telephone numbers of a minimum of three (3) clients for whom the Prospective Bidder has provided similar services. The Court may check references listed by the Prospective Bidder. Prospective Bidder must specifically indicate how the assignments it deems similar are in fact similar to the services requested in this RFP (Prospective Bidders can attach details to reference list **Attachment (13)**.

C. For each key staff member: a resume describing the individual's background and experience, as well as the individual's ability and experience in conducting the proposed activities.

D. Work Plan and Methodology.

Contractor shall provide a specific, detailed Work Plan and Methodology that describes how the Contractor intends to provide the services requested in this RFP.

Explain, in full detail, how the Contractor will meet all the needs of the Court detailed in the RFP. Contractor should not summarize its services in this section. Rather, explain exactly how the Contractor can meet the Court's needs. If applicable, include items such as technical details and descriptions, key personnel, implementation plans, customer service, timetables, deliverables, ongoing communication with Court, etc.

As part of the Work Plan and Methodology, if applicable, Contractor should respond to the requirements item by item and explain how Contractor can/cannot meet each requirement.

Contractor should demonstrate a clear understanding of the tasks and the potential problems in meeting the requirements. The Contractor should include a statement and discussion of anticipated major difficulties and problems areas, together with potential or recommended approaches for their solution. Contractor's Workplan and Methodology must include a section on customer service. This section must include, but is not limited to:

- Organizational structure;
- Contact process (phone, email, fax, etc.);
- Follow up process and turnaround time;

- Internal procedures to track customer service contact and resolution; and,
- Escalation process to resolve outstanding customer service issues

E. Acceptance of the Terms and Conditions.

i. On Attachment 3, the Prospective Bidder must check the appropriate box and sign the form. If the Prospective Bidder marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.

ii. If exceptions are identified, the Prospective Bidder must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

F. Certifications, Attachments, and other requirements.

i. The Prospective Bidder must complete the General Certifications Form **(Attachment 4)** and submit the completed form with its proposal.

ii. If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

iii. Copies of the Prospective Bidder's current business licenses, professional certifications, or other credentials.

iv. Financial Stability. Prospective Bidder must provide proof of financial solvency or stability (e.g. balance sheets and income statements).

v. The Prospective Bidder must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification **(Attachment 7)** and submit the completed certification with its bid.

vi. The Prospective Bidder must complete the Darfur Contracting Act Certification **(Attachment 10)** and submit the completed certification with its proposal.

vii. The Prospective Bidder must complete the Small Business Declaration **(Attachment 5)** and submitted the completed form if it wishes to claim the small business preference associated with this solicitation.

viii. The Prospective Bidder must complete the Bidder Declaration Form (**Attachment 8**) and submit the completed form with its proposal if it is requesting to participate in the RFP and claim DVBE incentive.

ix. The Prospective Bidder must complete the DVBE Declaration **(Attachment 9)** and submit the completed form with its proposal if it is declaring DVBE participation.

x. Prospective Bidder must complete **Attachment 12**, Contact Sheet, and submit with the proposal.

xi. Prospective Bidder must complete **Attachment 13**, Reference List, and submit with the proposal.

xii. Prospective Bidder must complete **Attachment 15**, Check List, and submit with the proposal.

8.5 Cost Portion.

The following information must be included in the cost portion of the proposal. It is expected that all Contractors responding to this solicitation will offer the Contractor's government or most favorable comparable rates.

IT Services: Prospective Bidder must complete **Attachment 14**, Cost Proposal Template, and submit with the Cost Proposal.

A. Pricing and Price Adjustments

i. Contractor must submit pricing in the form and format as specified in this RFP. **(Attachment 14).**

ii. The Court will pay for any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes shall be included as a separate line item on a Contractor's invoice.

iii. The Contractor's cost proposal must describe how future price increases will be minimized and capped and how both increases and decreases will be passed on to Court if the contract is renewed after the initial term. The Contractor must explain the proposed process to implement price changes, and how the Court will be notified.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

9.0 OFFER PERIOD

A Prospective Bidder's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

10.0 EVALUATION OF PROPOSALS

The cost portion of proposals will be publicly opened at the date and time noted in Section 3.0

10.1 Evaluation Committee. The Court will conduct a comprehensive and impartial evaluation of proposals received in response to this RFP. All proposals received from Contractors will be reviewed and evaluated by a committee of qualified personnel ("Evaluation Committee"). The name, units, or experience of the individual members will not be made available to any Contractor.

10.2 Evaluation of Cost Sheets/Cost Proposal. Cost sheets, cost proposals, and/or submitted quotes, may be reviewed only if a proposal is determined to be otherwise qualified. Where more than one line item is specified in the solicitation, the Court reserves the right to determine the highest evaluated Contractor, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.

10.3 Requests for Additional Information. The Court reserves the right to seek clarification or additional information from any Contractor throughout the solicitation process. The Court may require a Contractor's representative to answer questions during the evaluation process with regard to the Contractor's proposal. Failure of a Contractor to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal nonresponsive.

10.4 Minimum Qualifications. To be considered for full evaluation and possible award, Contractors must meet the threshold minimum qualification requirements listed in the following table (minimum requirements can be met by combining experience, expertise, and resources of Contractor and any proposed Subcontractors).

[AMENDED 4/28/22, Refer to Addendum Memo No. 2 for additional information]

No.	Minimum Qualification
1	Five (5) or more years of experience providing high quality Learning Management System for government entities, public sector clients, or similar clients. Such

	services to be the same or substantially similar to those described in description of Goods and /or Services (Scope of Work). Contractor's proposal shall include the contact information, contract value, duration and time frame and must identify the agency if a government entity.
2	Contractor shall not be currently under suspension or debarment by any state or federal government agency and Contractor shall not be tax delinquent with the State of California or Federal Government (reference Additional Document, "Bidder/Prospective Bidder Submissions Forms & Certifications").
3	Contractor must hold any/all required licenses and permits to conduct business in State of California, County of Alameda and, if a corporation, must be in good standing with the State of California
4	Contractor must meet insurance requirements or show proof of ability to meet the requirements of such coverage, as set forth in **Attachment 2**, General Terms and Conditions.
5	Contractor shall certify that it has no interest that would constitute a conflict of interest under California Public Contract Code sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or rule 10.103 or rule 10.104 of the California Rules of Court, which restrict employees and former employees from contracting with judicial branch entities. (reference Additional Document, "Bidder/Prospective Bidder Submission Forms & Certifications").
6	Pursuant to Public Contract Code (PCC) section 2204, an Iran Contract Act certification is required for solicitations of goods or services of $1,000,000 or more. Contractor must complete the Iran Contracting Act Certification and submit the completed certification with its proposal as applicable. (Reference Additional Document, "Iran Contracting Act Certification Form").
7	Pursuant to Public Contract Code (PCC) section 2010, an Unruh Civil Rights Act certification is required for solicitations of goods or services of $100,000 or more. Contractor must complete the Unruh Civil Rights Act Certification and submit the completed certification with its proposal as applicable. (Reference Additional Document, "Unruh Civil Rights Act Certification Form").

The Contractor must state specifically in its Executive Summary how it meets/complies with or will meet/comply with each minimum qualification specified above. Subject to the Court's right in its complete discretion to waive minor deviations or defects, only those proposals that meet all of the foregoing minimum qualifications may be considered for a full evaluation and a possible contract award.

10.5 Evaluation Criteria. The Court will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at https://www.alameda.courts.ca.gov/general-information/contract-opportunities.

CRITERION	MAXIMUM NUMBER OF POINTS
1. Experience. Contractor will be rated on quality of the services requested in	20

this RFP, including experience in similar assignments and credentials of staff to be assigned to the project.	
2. Quality of Work Plan and Methodology. Contractor will be rated on the quality of the Work Plan and Methodology submitted in the Proposal, including Contractor's commitment to high quality customer service, and Contractor's ability to meet the service level requirements.	25
3. Cost/Pricing factors. Cost/Price must be inclusive. At no time after submission of its proposal will Contractor increases be considered for any reason.	40
4. Financial viability and stability. Contractor will be rated on its financial viability and stability.	5
5. Acceptance of the Terms and Conditions. Contractor will be rated on its acceptance of the Court's General Terms and Conditions provided in Attachment 2. Note: If Contractor does not take exception to any specific term, provision, or condition, Contractor shall be deemed to have accepted **Attachment 2**, General Terms and Conditions, "as is".	10
6. DVBE Incentive. Contractor's that qualify for the DVBE incentive will receive the additional DVBE Incentive points.	3

11.0 INTERVIEWS

The Court may conduct interviews with Prospective Bidders to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process may require a demonstration. The interview may also require a demonstration of equivalence if a brand name is included in the specifications. The interviews may be conducted via Zoom or by phone. The Court will notify eligible Prospective Bidders regarding interview arrangements.

12.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE PURSUANT TO APPLICABLE PROVISIONS OF THE CALIFORNIA PUBLIC CONTRACT CODE AND RULE 10.500 OF THE CALIFORNIA RULES OF COURT.

The Court will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Prospective Bidder that is not a publicly traded corporation. All other information in proposals will be disclosed in response to applicable public records requests. Such disclosure will be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Prospective Bidder prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Prospective Bidders are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.

13.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Prospective Bidder will receive a DVBE incentive if, in the Court's sole determination, Prospective Bidder has met all applicable requirements. If Prospective Bidder receives the DVBE incentive, a number of points will be added to the score assigned to Prospective Bidder's proposal. The number of points that will be added is specified in Section 10.5 above.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Prospective Bidder may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Prospective Bidder wishes to seek the DVBE incentive:

1. Prospective Bidder must complete and submit with its proposal the Bidder Declaration **(Attachment 8)**. Prospective Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Prospective Bidder must submit with its proposal a DVBE Declaration **(Attachment 9)** completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Prospective Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Prospective Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Prospective Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Prospective Bidder not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Prospective Bidder not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive may be affected by application of the small business preference. For additional information, see the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Prospective Bidder receives the DVBE incentive: (i) Prospective Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Prospective Bidder must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

14.0 SMALL BUSINESS PREFERENCE

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a proposal non-responsive.

Eligibility for and application of the small business preference is governed by the Court's Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. The Prospective Bidder will receive a small business preference if, in the Court's sole determination, the Prospective Bidder has met all applicable requirements. If the Prospective Bidder receives the small business preference, the score assigned to its proposal will be increased by an amount equal to 5% of the points assigned to the highest scored proposal. If a DVBE incentive is also offered in connection with this solicitation, additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

To receive the small business preference, the Prospective Bidder must be either (i) a Department of General Services ("DGS") certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency.

If the Prospective Bidder wishes to seek the small business preference, the Prospective Bidder must complete and submit with its proposal the Small Business Declaration (Attachment 5). The Prospective Bidder must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in the Prospective Bidder not receiving the small business preference. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in the Prospective Bidder not receiving the small business preference.

If the Prospective Bidder receives the small business preference, (i) the Prospective Bidder will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its proposal will constitute a breach of contract.

FRAUDULENT MISREPREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

15.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see *www.courts.ca.gov/documents/jbcl-manual.pdf*). Failure of a Prospective Bidder to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is the proposal due date. Protests must be sent to the Court address listed below via certified mail including signature upon delivery. Personal and hand delivery of Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Melanie Lewis, Finance Director
RFP SC 1701.2022.1
1225 Fallon Street, Room 210
Oakland, CA 94612

The deadline to submit an Award Protest is five (5) business days after the Court posts the Intent to Award. Protests must be sent to the Court address listed below via certified mail including signature required upon delivery. Personal and hand delivery of Award Protests will not be accepted.

Superior Court of California, County of Alameda
Finance and Facilities Division
Attention: Melanie Lewis, Finance Director
RFP SC 1701.2022.1
1225 Fallon Street, Room 210
Oakland, CA 94612