

**ATTACHMENT 11**

**Form for Vendor Question Submission**

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
1	Who is the incumbent LMS provider? Are they allowed to submit a proposal for this RFP?	RFP sections 1.0 and 2.0	The incumbent LMS provider is Noverant, Inc. Yes, the incumbent is allowed to submit a proposal.
2	What are the pain points in your current LMS?	RFP sections 1.0 and 2.0	Lack of customization: Notifications can't be tailored, reports are basic and may omit key data, and admin controls are restricted. Manual cross-checking is often required. Limited functionality: External course links mark users "complete" too early, and completion tracking is unreliable. Incomplete platform: Still under development and missing standard LMS features.
3	The RFP states that the "Bidder must submit its proposal in two separate emails, the Technical Proposal and the cost portion." What is the expectation for submission of the Technical Proposal and all of the required attachments? Can they be combined in one PDF file or do you prefer they are each submitted	RFP section 5.3	The RFP requires the submission of two separate emails (1, Technical Proposal and the 2, Cost Proposal). The bidder may choose to submit one file including all required attachments scanned into one PDF file as part of the technical proposal. Please keep in mind that a large file may cause delivery issues which may result in a non-responsive bid. The Court is not

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	as separate files but attached to one email (minus the cost proposal)?		responsible for any technical related issues result in a non-delivered email. Individual files separated into multiple attachment (s) and compressed into a zip folder is preferred and ideal. This will ensure files are easily accessible, sharable, labeled and verifiable for a complete submission.
4	Please clarify the go-live date. The RFP states that the contract duration is March 1, 2026 to February 28, 2027 which constitutes one year of service. However, Attachment 18, line 31 states that the go-live date is June 30, 2026 which is more than ¼ way through the stated contract term.	RFP, Key Information Summary Sheet and Attachment 18, line 31	The contract begins March 2026 with a target go-live by June 30, 2026, allowing time for configuration, data migration, and change management, with timeline flexibility based on vendor requirements. We are open to an earlier go-live date if feasible.
5	Please outline the key functionality requirements and features you need in the LMS.	As per RFP	Please refer to the RFP, Section 2.4 Minimum Requirements of LMS, A-D
6	What integration capabilities are required for the LMS?	As per RFP	RaaS API for Workday Integrations and SSO via SAML for Credentials. Additionally, as a last resort sFTP Integration capability would suffice but is not preferred.
7	Can you provide an overview of your technical environment, including current systems and software?	As per RFP	Our infrastructure is a mix of On-Prem and Cloud and are a M365 environment and Windows. Our HRIS for HCM is Workday.
8	How many total number of active licenses are required?	As per RFP	650 licenses.

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9	When do you plan to make a decision on the LMS vendor?	As per RFP	Per the RFP Timeline, the estimated issuance date for the Notice of Intent to Award is December 23, 2025.
10	What is your target date for having the new LMS live and accessible to users?	As per RFP	No later than June 30, 2026.
11	Is the LMS intended solely for internal workers only, or will it be accessible to a broader audience?	As per RFP	Solely for internal workers.
12	What systems do you currently use for HRIS, performance management, ATS, etc.? Please provide the names of these systems.	As per RFP	Workday.
13	What are your essential integration needs for the LMS?	As per RFP	There must be integration built at a minimum for Entra/M365 and Workday (HCM). Would also like necessary development to potentially connect Teams, Zoom, Outlook and Smartsheet.
14	What is your plan for launching the LMS?	As per RFP	The launch plan will align with vendor implementation options and will focus on configuration, data migration, training, and change management to ensure a smooth transition.
15	Who will be responsible for ensuring the LMS is properly implemented? Do you have a dedicated LMS Administrator?	As per RFP	Principal Analyst, Learning and Development Unit.

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16	How many team members will be involved in creating content, and do you have a designated administrator?	As per RFP	There are 10 members of the L&D Unit that may create content. Yes, the Principal Analyst for L&D will be the dedicated administrator.
17	Is pre-built content important to you? If so, what topics are you interested in?	As per RFP	Yes. Leadership, communication, MS Suite, customer service, workplace harassment (California specific), change management, etc.
18	Who will be responsible for creating company-specific content?	As per RFP	LMS Administrator (Learning and Development Unit)
19	How many years of historical data need to be migrated? How many courses need to be migrated from your current system on average?	As per RFP	7 years.
20	Who will be our primary contact for this RFP?	As per RFP	Per the RFP Key Information Summary Sheet, Eddie Sanchez is the point of contact for this RFP. Pursuant to Attachment 1 – Administrative Rules Governing RFP (Non-IT Services), section 1, any communication regarding this RFP must be sent to bidquestions@alameda.courts.ca.gov.
21	Who will be in charge of the LMS implementation on your team?	As per RFP	Takasha Edmond-Harkness, Principal Analyst, Learning & Development Unit.
22	How many team members are dedicated to this project?	As per RFP	The Principal Analyst, L&D is the sole dedicated member of the project with some support from an IT lead when needed.

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23	Will the LMS be managed by the HR or Operations team? Who will be the system owner?	As per RFP	Learning & Development Unit will manage the LMS and be the system owner.
24	What are your main goals for the LMS platform?	As per RFP	Refer to RFP, section 2.0 Description of Goods and/or Services.
25	Why are you looking to change your LMS now?	As per RFP	The current contract term with our LMS vendor is ending, and in accordance with procurement requirements, we are issuing an RFP to evaluate available options and ensure we have a solution that best meets our needs moving forward.
26	What are the top three issues you are currently facing that we can help address?	As per RFP	<ol style="list-style-type: none"> <li>1. Lack of customization: Notifications can't be tailored, reports are basic and may omit key data, and admin controls are restricted. Manual cross-checking is often required.</li> <li>2. Limited functionality: External course links mark users "complete" too early, and completion tracking is unreliable.</li> <li>3. Incomplete platform: Still under development and missing standard LMS features.</li> </ol>
27	What external authoring tools are you using currently?	As per RFP	Articulate, Camtasia and Vyond.
28	What has been your experience with these tools?	As per RFP	The tools work, but do not always fully meet our needs.
29	Are there any language requirements for the content?	As per RFP	No.

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30	What is your budget for this LMS project?	As per RFP	Based on the outcome of this solicitation, funds will be budgeted to cover this expense.  Per Attachment 2 (Court’s Terms and Conditions), section 8.3, the Court may terminate the Agreement if expected or actual funding to compensate the Contractor is withdrawn, reduced, or limited.
31	Are you currently using an LMS? If so, who is the vendor?	As per RFP	Yes, the current vendor is Noverant, Inc.
32	What tools do you use for company communication? (e.g., Slack, Teams, email)	As per RFP	MS Outlook.
33	Do you have a document management system like SharePoint? Where do you store important documents and SOPs?	As per RFP	Yes, we use SharePoint.
34	Are all employees on-site, or do you have a hybrid work model?	As per RFP	Most are on-site; however, some have hybrid options.
35	What is your current onboarding process for new hires and is the onboarding training something you want to incorporate in your LMS as a part of onboarding?	As per RFP	We currently provide general in-person onboarding. Yes, we would like to incorporate onboarding into the LMS as part of the new process.
36	Do you have any coaching or mentorship programs as part of your learning initiatives?	As per RFP	No, but we would be interested in seeing how those functions could be managed in the LMS.

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37	<p>The MECLearn Pro solution is being proposed as a strategic partnership between Millennium Enterprise Corporation (MEC) and the eKadence Learning Foundation (eKadence), in which workshare is equally divided across both organizations.</p> <p>Given that MEC and eKadence are working together under an equal partnership arrangement, with joint responsibility for performance and delivery, <i>does the Court consider this structure to constitute “subcontracting” under the Court’s definition? If so, please advise what documentation or approvals would be required to ensure compliance with Section 2.1.</i></p>	2.1 Subcontractors p. 7	<p>If MEC and eKadence are submitting one proposal with equal partnership and joint responsibility, this would not be considered subcontracting. If subcontractors are needed, and you are awarded the contract, this can be discussed as part of contract negotiations</p>
38	<p>What is the Court’s budget for this project?</p>	N/A	<p>Based on the outcome of this solicitation, funds will be budgeted to cover this expense.</p> <p>Per Attachment 2 (Court’s Terms and Conditions), section 8.3, the Court may terminate the Agreement if expected or actual funding to compensate the Contractor is withdrawn, reduced, or limited.</p>

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39	Can the Court confirm whether there is an incumbent vendor, and if so, identify them?	N/A	The incumbent vendor is Noverant, Inc.
40	Is there an incumbent LMS vendor currently supporting the Court? If yes, are they eligible to bid on this solicitation?	RFP – Background / General Information	Yes, there is an incumbent LMS, and yes, they are eligible to bid.
41	Is the Court looking for a Commercial Off-The-Shelf (COTS) product (ready to deploy with minor customizations) or a custom-built solution? Is there a preference?	Attachment A – Functional Requirements	The Court is looking for a Commercial Off-The-Shelf (COTS) product that can be deployed with configuration and minor customizations. We are not pursuing a fully custom-built solution. Our preference is for a proven, configurable product that can meet the Court’s requirements and adapt as our needs evolve.
42	What is the current LMS platform in use, and what limitations/pain points are driving its replacement?	RFP – Background / Statement of Need	<p>The current LMS provider is Noverant, Inc.</p> <p>Our pain points include:  Lack of customization: Notifications can’t be tailored, reports are basic and may omit key data, and admin controls are restricted. Manual cross-checking is often required.  Limited functionality: External course links mark users “complete” too early, and completion tracking is unreliable.  Incomplete platform: Still under development and missing standard LMS features.</p>



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43	Is there a preferred cloud vendor (Azure, AWS, GCP), given existing State of California IT policies?	Attachment A – Hosting Requirements	No preferred vendor for SaaS services is defined by OIT. Vendor will need to comply with all Federal and State compliance requirements including CJIS/FedRAMP compliance if applicable.
44	Does the Court have a preferred reporting/analytics tool (Power BI, Tableau, other) for LMS data exports?	Attachment A – Reporting & Analytics	We currently don't use analytics tools for LMS data but have licenses to Power BI and would like to use that as a tool.
45	Which HRIS system is currently in use (Workday, PeopleSoft, ADP, other)?	Attachment A – Integrations	Workday.
46	Will the vendor be responsible for providing learning content, or will the Court supply and manage course content creation?	RFP – Scope of Work	The Court anticipates supplying and managing most course content creation. However, we would also like to understand the options and costs associated with vendor-provided learning content, should the Court choose to supplement its own materials with vendor offerings.
47	What will be the total number of LMS administrator users? What is the expected year-on-year increase?	Attachment A – User & Role Management	Currently we will have one administrative user. Unknown.
48	Are there any content migration requirements from the existing LMS?	Attachment A – Migration Requirements	Yes we will need to migrate content from the existing LMS.
49	What is the volume (in GB) and time period of data that must be migrated into the new LMS?	Attachment A – Migration Specifications	8GBs

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50	How many custom dashboards and reports does the Court expect as part of this engagement?	Attachment A – Reporting & Analytics	The Court does not know what number of custom dashboards and reports we expect. We would like to work with the selected vendor to identify the most useful dashboards and reports based on system capabilities and the Court’s operational needs.
51	Will the Court require customizable dashboards by role (e.g., HR, Training Manager, Executives)?	Attachment A – Reporting & Analytics	The Court is interested in the ability to customize dashboards by role. We’d like to understand the vendor’s capabilities in this area.
52	Please provide the list of data sources (applications, databases, APIs, files) that need to be integrated with the LMS.	Attachment A – Integrations	Workday, Power BI, Outlook, Zoom, MS Teams, CSV/Excel, SCORM /xAPI, PDFs, Word and beyond that we would need better understanding of the vendor’s integration capabilities.
53	Besides HRIS, are there other required integrations (court case management, scheduling, payroll)?	Attachment A – Integrations	The Court is interested in exploring optional integrations with Outlook, Zoom, Smartsheet, Power BI and Microsoft Teams.

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54	Is this project fully funded? If yes, what is the overall budget allocated?	RFP – General Terms / Pricing	<p>Based on the outcome of this solicitation, funds will be budgeted to cover this expense.</p> <p>Per Attachment 2 (Court’s Terms and Conditions), section 8.3, the Court may terminate the Agreement if expected or actual funding to compensate the Contractor is withdrawn, reduced, or limited.</p>
55	Is the work required to be performed on-site, or can it be performed remotely (U.S.-based, offshore, or hybrid)?	RFP – Scope of Work / Vendor Requirements	<p>Work can be performed remotely.</p> <p>Per Attachment 2 (Court’s Terms &amp; Conditions), section 1.5(b)(iii), no work shall be provided outside the continental United States. Remote access to Court Data from outside the continental United States is prohibited unless approved in writing in advance by the Court. The physical location of Contractor’s data center, systems, and equipment where the Court Data is stored shall be within the continental United States.</p> <p>Per Attachment 2, section 1.5(f), Contractor shall ensure any hosting facilities (including computers, network, data storage, backup, archive devices, and data storage media) and disaster recovery facilities (if</p>

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			applicable) shall be located in the continental United States.
56	The RFP mentions HRIS integration, Azure AD/LDAP, and SSO — can you clarify which HRIS is in use?	Attachment A – Integrations	Workday
57	Will integration be required with other enterprise systems (payroll, case management, email/calendar beyond Outlook, etc.)?	Attachment A – Integrations	Integration with other enterprise systems is not required, but the Court would be interested in exploring options for integration with tools such as Outlook, Zoom, Smartsheet, Power BI and Microsoft Teams. We are open to learning about additional integration capabilities the vendor may recommend that could enhance functionality and user experience.
58	Will the Court provide API documentation for required integrations?	Attachment A – Integrations	We can provide API documentation if it exists from the vendors for the required integrations.
59	In what formats (SCORM, xAPI, AICC, PDF, MP4, etc.) is legacy content stored?	Attachment A – Content Migration	SCORM, xAPI, AICC, PDF, MP4, HTML and WORD
60	Should historical learner data (completion history, transcripts) also be migrated?	Attachment A – Content/Data Migration	Yes.

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61	How much vendor support is expected for cleaning/transforming legacy data?	Attachment A – Migration Requirements	We expect vendor support in reviewing our legacy data structure, identifying required transformations, and migrating the data into the new LMS. The Court will provide the legacy data exports, but will need vendor assistance with mapping, cleaning, and validation.
62	What are the Court’s hosting preferences (public cloud, private cloud, FedRAMP, CA state hosting rules)?	Attachment A – Hosting & Security	No preferred vendor for SaaS services is defined by OIT. Vendor will need to comply with all Federal and State compliance requirements including CJIS/FedRAMP compliance if applicable.
63	What is the expected number of concurrent users (peak usage)?	Attachment A – Performance Requirements	During peak usage there may be up to 60 concurrent users.
64	Are there minimum performance benchmarks (response times, load speeds) vendors must meet?	Attachment A – Performance Requirements	Refer to RFP, section 2.10 Service Level Requirements p. 13-15
65	Are there any California Judicial Branch-specific security policies the LMS must comply with (in addition to ADA/WCAG)?	Attachment A – Security Requirements	No preferred vendor for SaaS services is defined by OIT. Vendor will need to comply with all Federal and State compliance requirements including CJIS/FedRAMP compliance if applicable.
66	Does training data need to be stored in U.S.-only or California-only data centers?	Attachment A – Hosting & Security	Per Attachment 2 (Court’s Terms & Conditions), section 1.5(b)(iii), no work shall be provided from outside the continental United States. Remote access to Court Data from outside the continental United States is prohibited unless approved in writing in

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			<p>advance by the Court. The physical location of Contractor’s data center, systems, and equipment where the Court Data is stored shall be within the continental United States.</p> <p>Per Attachment 2, section 1.5(f), Contractor shall ensure any hosting facilities (including computers, network, data storage, backup, archive devices, and data storage media) and disaster recovery facilities (if applicable) shall be located in the continental United States.</p>
67	What are the backup and disaster recovery requirements (frequency, RTO/RPO expectations)?	Attachment A – Security & Availability	There are no special requirements.
68	Does the LMS need to support multi-tenant use (different court divisions with separate dashboards/branding)?	Attachment A – Functional Requirements	Ideally, the LMS should support both: a unified Court-wide brand, with the option to configure divisional dashboards if needed. Flexibility is important, but the default should maintain consistency.
69	Is multilingual support required for the LMS (English-only or additional languages)?	Attachment A – Accessibility	No, English-only.
70	How will end-user helpdesk responsibilities be divided between the Court and vendor?	Attachment A – Support & Maintenance	All helpdesk support requests will filter through the Court’s LMS Administrator(s)

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71	Should LMS reports integrate with state compliance systems?	Attachment A – Reporting & Compliance	No.
72	Will real-time dashboards be required for executives and leadership?	Attachment A – Reporting & Analytics	Yes, the Court is interested in the ability to provide dashboard to our executives and leadership.
73	Does the Court expect a phased rollout (pilot groups first) or a single go-live?	RFP – Implementation Plan	We are open to review the plans and options for implementation proposed by the vendor.
74	How many Court administrators require training on the new LMS?	Attachment A – Training & Knowledge Transfer	One administrator will require training.
75	Integration: Which HRIS and other systems (case management, payroll, email) must the LMS integrate with?	Attachment A – Integrations	Workday, Outlook
76	Data Migration: Do you require migration of historical learner records in addition to course content?	Attachment A – Data Migration	Yes.
77	Hosting & Performance: Are there restrictions on hosting (e.g., U.S.-based servers only)? What’s the expected number of concurrent users?	Attachment A – Hosting & Performance	Per Attachment 2 (Court’s Terms & Conditions), section 1.5(b)(iii), no work shall be provided from outside the continental United States. Remote access to Court Data from outside the continental United States is prohibited unless approved in writing in advance by the Court. The physical location of Contractor’s data center, systems, and equipment where the Court Data is stored shall be within the continental United States.

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			<p>Per Attachment 2, section 1.5(f), Contractor shall ensure any hosting facilities (including computers, network, data storage, backup, archive devices, and data storage media) and disaster recovery facilities (if applicable) shall be located in the continental United States.</p> <p>5-10 concurrent users during non-peak usage times.</p>
78	<p>Security: Are there specific California Judicial Branch or state IT security requirements (FedRAMP, CJIS, NIST)? What are the disaster recovery expectations (RTO/RPO)?</p>	Attachment A – Security	We do not have any special requirements and will defer to your standards of practice.
79	<p>Customization: Should the LMS support multiple Court divisions with separate branding/dashboards?</p>	Attachment A – Functional Requirements	Ideally, the LMS should support both: a unified Court-wide brand, with the option to configure divisional dashboards if needed. Flexibility is important to us.
80	<p>Support: Is 24/7 vendor helpdesk required for all users or just administrators? Do you require multilingual support?</p>	Attachment A – Support & Maintenance	The Court’s LMS Administrator(s) will submit support requests through the vendors helpdesk. There is no need for multilingual support.
81	<p>Reporting: Should LMS reports integrate with any state compliance or HR systems? Do you require BI tool integration (e.g., Power BI, Tableau)?</p>	Attachment A – Reporting	We are interested in understanding more about the possible reports integration features for Workday, Power BI, or Smartsheet.



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82	Implementation: Do you expect a phased rollout or a big-bang go-live? How many admins/staff require training? Should the vendor provide end-user training content?	RFP – Implementation Plan	We are open to review the plans and options for implementation proposed by the vendor. There may be 4 Admins requiring trainers and 632 end users. Yes we would like the vendors support in providing end user content.
83	Mobile Access: Is mobile app access required to be native (iOS/Android) or is responsive browser access sufficient?	Attachment A – Functional Requirements	We currently do not allow for mobile access to the LMS, so a responsive browser is sufficient.
84	Licensing/Users: The RFP estimates ~650 employees — do you foresee growth beyond this, or need for external/guest learners (contractors, volunteers)?	Attachment A – User Management	Unknown past 650. We do not provide access to external users.
85	Do you conduct training for any learners that aren't employees? If so, how many external learners?	Attachment 14 - Page 1 - Business Functionality & General Services	No, we only conduct training for employees.
86	Where/How are you currently conducting training for employees? (Third Party vendor, existing courses, etc.). Do you have a need for importing historical training records and if so how many?	Attachment 14 - Page 1 - Business Functionality & General Services	Training is conducted via ILT, eLearning modules or uploaded resources and is managed by our current LMS.
87	Do you have a need for importing historical certifications & licenses? Will you need this ongoing from external sources?	Attachment 14 - Page 1 - System Compatibility	Yes, we will need to import data from our current LMS into the new one.

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88	Would you like respondents to answer some of the prompts/ statements about Maintenance, Security, and Payments found in Sections 2.3 - 3.9? Or are all of those requirements addressed in Attachment 14?	RFP_SC_1103.2025.1.ZX_Learning_Management_System – Pages 12-18 – Sections 2.3-3.9	Per RFP Section 7.0 Proposal Contents, subsection 7.1 Technical Proposal, please submit a completed Minimum Requirements Checklist (Attachment 18) and a detailed response to questions in the technical proposal questionnaire (Attachment 14).
89	We did not find any implementation information as required in the Evaluation Criterion. The original solicitation referred to it being in Section 7.1.B.xiv., which we were unable to locate. Are you able to provide that information or can you please describe where it can be located in the bid (page number, etc.)?	Section 7.1.B.xiv. - Unable to Locate Evaluation Criterion - Page 25	Please refer to Addendum Memo No. 2
90	Is integration with third-party HRIS platforms (e.g., Workday, SAP) a mandatory requirement, or is it considered optional?	Technical & Functional Clarifications	Yes, it is a mandatory requirement.
91	Has the Court previously evaluated or implemented a Learning Management System (LMS)? If so, is there a preferred platform or vendor?	Technical & Functional Clarifications	Yes, the court has previously implemented an LMS. We have no preferred vendor.
92	Will the Court provide access to existing SCORM or xAPI-compliant content for testing purposes during the demonstration phase?	Technical & Functional Clarifications	No.

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93	Are there specific accessibility tools (e.g., JAWS, NVDA) that the LMS must support to ensure ADA compliance?	Technical & Functional Clarifications	Yes. The LMS must be compatible with JAWS and NVDA. The system should meet WCAG 2.1 AA standards to ensure ADA compliance.
94	Could the Court please elaborate on the phased implementation approach referenced in Section 2.11(H)? Specifically, how many phases are anticipated?	Project Management & Implementation	The implementation plan will align with vendor recommended implementation options and will focus on configuration, data migration, training, and change management to ensure a smooth transition.
95	Will sandbox or test environments be made available for integration testing prior to the official go-live?	Project Management & Implementation	Yes, the Court would like access to an LMS sandbox or test environment for integration testing prior to go-live.
96	What is the anticipated timeline for finalizing the Specifications Requirements document following contract award?	Project Management & Implementation	The contract begins March 2026 with a target go-live by June 30, 2026, allowing time for configuration, data migration, and change management, with timeline flexibility based on vendor requirements. We are open to an earlier go-live date if feasible.
97	Will the Court consider alternate Service Level Agreements (SLAs) if they exceed the minimum standards outlined in Section 2.8?	Support & Service Levels	If awarded the contract, the Service Level Agreement can be discussed as part of contract negotiations.  Per Attachment 14, Maintenance and Support Services, question#5, please describe your service level definition and note whether the terms will be negotiable.

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98	Is there a preferred format for the monthly support case report (e.g., Excel spreadsheet, PDF document, or interactive dashboard)?	Support & Service Levels	The Court will accept all of the formats mentioned (Excel, PDF or interactive dashboard).
99	Can the Court confirm whether proposal attachments should be submitted as separate files or consolidated into a single PDF?	Proposal Submission & Evaluation	Per RFP Section 5.3, the Court requires the submission of two proposals ( 1. Technical Proposal and 2. Cost Proposal). Bidders may choose to submit one file including all required attachments scanned into one PDF file as part of the technical proposal. Please keep in mind that a large file may cause delivery issues which may result in a non-responsive bid. The Court is not responsible for any technical related issues. Individual files compressed into a zip file is preferred and ideal. This will ensure files are accessible, shareable, labelled, and verifiable for a complete submission.
100	Will digital signatures be accepted on proposal documents?	Proposal Submission & Evaluation	Yes, digital signatures are accepted.
101	Is there a word or page limit for responses submitted under Attachment 14 – Technical Proposal Template?	Proposal Submission & Evaluation	No, there is not a word or page limit for the responses submitted under Attachment 14.
102	Should the cost proposal itemize optional modules (e.g., mobile application, gamification features) separately?	Cost Proposal Specifics	Yes, optional modules should be separately under Optional Goods and Services.

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103	Is there a preferred pricing structure (e.g., per user, per course, flat rate)?	Cost Proposal Specifics	Proposed costs can be proposed tailored to each bidder's pricing structure. Please include unit details in the proposed cost.
104	Is FedRAMP or SOC 2 compliance required or preferred for LMS vendors?	Security & Compliance	Vendor will need to comply with all Federal and State compliance requirements including CJIS/FedRAMP compliance if applicable.
105	Will the LMS be subject to a security audit conducted by the Court or an authorized third party?	Security & Compliance	The court should retain rights to do a security audit on the LMS system. The system might be required to be CJIS/CLETS compliant and might be subject to audit from external parties depending on the compliance requirements.
106	Will the Court provide access to a test environment or sample data for use during the demonstration?	Interview & Demonstration	No
107	Should the demonstration include examples of integration with HRIS or calendar systems (e.g., Microsoft Outlook)?	Interview & Demonstration	Yes

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108	Are there specific LMS features the Court would like to emphasize during the demo (e.g., gamification, reporting capabilities, mobile compatibility)?	Interview & Demonstration	During the demo, we would like vendors to emphasize ease of use, reporting and analytics (completion reports, dashboards, certifications) customization, ways to communicate through the system and communication customization, how employees can add external training, ease of adding content to LMS and the types of content that can be added, gamification, manager approval of training requests, approval of training content, learning paths, and discussing the integration with our HRIS. We would also like to know if there is a way to submit training requests through the system that will be directed to the L&D team.
109	Should the demonstration showcase accessibility features such as screen reader compatibility and VPAT compliance?	Interview & Demonstration	If you wish to demonstrate it.
110	Is a live mobile demonstration expected, or will screenshots be sufficient?	Interview & Demonstration	No
111	Should the demo include cross-platform compatibility (e.g., Windows, macOS, iOS, Android)?	Interview & Demonstration	No
112	Is it expected that the demo will include examples of custom report generation and dashboard configuration?	Interview & Demonstration	Yes

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113	Do you require assessment formats such as multiple choice, matching, fill-in-the-blank, essay responses, and surveys?	Interview & Demonstration	Yes. The LMS should support various assessment formats such as those mentioned in the question. Flexibility in assessment types is important so we can align the format with the content being delivered.
114	Could you kindly confirm whether the Disabilities feature is a mandatory requirement? Based on the pre-bid meeting, it appeared to be optional.	Interview & Demonstration	Yes Required.
115	Following the contract award, will you be able to provide a cloud-based environment for hosting the LMS application in the US region?	Interview & Demonstration	No, we would like to rely on Software as a Service (SaaS) model to consume this service.
116	Who is your current vendor/current product in use for this service?	General	The current vendor is Noverant, Inc.
117	What's working with your current vendor/product?	General	Tracking training in one central location.
118	What gaps does your current vendor/product have that may be remedied through this solicitation?	General	Lack of customization: Notifications can't be tailored, reports are basic and may omit key data, and admin controls are restricted. Manual cross-checking is often required. Limited functionality: External course links mark users "complete" too early, and completion tracking is unreliable. Incomplete platform: Still under development and missing standard LMS features.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
119	What is the set aside for this contract?	General	<p>Based on the outcome of this solicitation, funds will be budgeted to cover this expense.</p> <p>Per Attachment 2 (Court’s Terms and Conditions), section 8.3, the Court may terminate the Agreement if expected or actual funding to compensate the Contractor is withdrawn, reduced, or limited.</p>
120	What was the budget for this work in the last two years?	General	<p>The current contract information, including budget information, may be requested through the Court’s public access request email at <a href="mailto:PubAccessRequest@alameda.courts.ca.gov">PubAccessRequest@alameda.courts.ca.gov</a>. Charges may apply for public access request of information.</p>
121	What prompted the Court to issue an RFP at this time?	General	<p>The current contract term with our LMS vendor is ending, and in accordance with procurement requirements, we are issuing an RFP to evaluate available options and ensure we have a solution that best meets our needs moving forward.</p>
122	Are you adding vendors with this solicitation or consolidating services?	General	<p>We are seeking to replace our existing LMS provider with a single vendor that can deliver a solution aligned with our current and future needs.</p>



Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
123	Contractor exists in a very dynamic business environment where mergers and acquisitions are common. Will the Court agree to permit Contractor to assign the contract (subject to reasonable conditions) to an affiliate, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Contractor's assets?	General	If awarded the contract, this can be discussed as part of contract negotiations.
124	Will the Court agree to a reasonable cap on indemnification requirements that would include a cap on the defense and indemnification obligations at three times (3X) the amount paid to the Contractor in the preceding 12 months except for claims related to intellectual property infringement, fraud, gross negligence, and willful misconduct for which there will be no cap?	General	Per RFP Section 7.1.A, if exceptions to the Court's Terms and Conditions are identified, Bidders must submit a red-line version of Attachment 2.  If awarded the contract, the red-lines will be reviewed and discussed during contract negotiations.
125	Does your current provider meet all listed features and functionality requirements?	General	Our current provider meets some of the listed features and functionality requirements but not all.
126	Contractor intends on submitting its standard license terms and conditions with its proposal. Will the Court include the standard license terms and conditions in any final agreement to the	General	Per RFP Section 7.1.A, if exceptions to the Court's Terms and Conditions are identified, Bidders must submit a red-line version of Attachment 2.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
	extent they do not conflict with the Court's terms and conditions?		If awarded a contract, the red-lines will be reviewed and discussed during contract negotiations.
<b>127</b>	Contractor's system is not intended to store and/or process records that are covered by HIPAA. We do not consent to the storage of HIPAA covered records in our system and we do not consent to being a Business Associate. Is this position contrary to the services the Court's desires to purchase?	General	No, we will not ask to store and/or process HIPPA covered records in this system.
<b>128</b>	In what format will the Court's data be provided for migration into the new system?	General	CSV or Excel for user and training records, and SCORM/xAPI packages for e-learning content and PDF/Word/HTML for training content outside of eLearning.
<b>129</b>	Contractor provides annual billing for subscriptions to its cloud hosted SaaS solutions, associated documentation and course content at the beginning of each contract year. Will the Court accept annual billing?	General	If awarded the contract, payment terms such as annual billing, can be discussed as part of contract negotiations.
<b>130</b>	Contractor is offering a limited, non-exclusive, non-transferrable license to its cloud hosted products and services to the Court for its own internal business purposes for the term of the Agreement. Is this scope of license acceptable?	General	Per RFP Section 7.1.A, if exceptions to the Court's Terms and Conditions are identified, Bidders must submit a red-line version of Attachment 2.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
			If awarded the contract, the red-lines will be reviewed and discussed during contract negotiations.
131	Are all features and functionalities listed in Attachment 18 and “Description of Goods and/or Services” from the RFP required? Or are some items a ‘wish list’ of wanted features?	“RFP SC 1103.2025.1.ZX Learning Management System” - Section 2.0– Description of Goods and/or Services pages 7-17. “Attachment 18: Minimum Requirements Checklist”	Yes, the features and functionalities identified are required.
132	Contractor provides service level uptime at 99.5% (excluding routine maintenance and emergency patches) as measured on a monthly basis from the Contractor’s servers. Is this uptime percentage acceptable to the Court?	“RFP SC 1103.2025.1.ZX Learning Management System” – Section 2.8 – Service Level Requirements pages 14-15.	Yes
133	Given that payments are issued by the State of California upon completion of tasks, would the Court be open to negotiating a payment schedule based on the completion of defined deliverables with payment for the software due at the time of contract signing, plus applicable payment terms?	“RFP SC 1103.2025.1.ZX Learning Management System” – Section 3.9 – Payment Information pages 18.	If awarded the contract, payment terms can be discussed as part of contract negotiations.
134	As a privately held company, we do not release financial statements. Would a letter of good standing from our bank be sufficient? Or would the Court suggest an alternate to meet this requirement?	“RFP SC 1103.2025.1.ZX Learning Management System” - Section 7.2.B.xiii. – Financial Stability page 23.	A letter of good standing is sufficient.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
135	Contractor is offering subscriptions to cloud hosted commercial off-the-shelf products and services. Any enhancements, modifications, improvements, derivations, etc., to Contractor’s intellectual property (IP) become immediately, inextricably intertwined with the Contractor’s IP, and cannot be separated out. Will the Court agree that Contractor maintains sole ownership and control over any enhancements, modifications, improvements, derivations, etc., made to its IP?	“Attachment 2 - IT Good-and-Services-Term-and-Conditions rev.1.26.22” – Section 4 – Intellectual Property pages 6-7	Per RFP Section 7.1.A, if exceptions to the Court’s Terms and Conditions are identified, Bidders must submit a red-line version of Attachment 2.  If awarded the contract, the red-lines will be reviewed and discussed during contract negotiations.
136	Will the Court agree to exclude its own error’s, acts, omissions, or negligence from the Contractor’s defense and indemnification obligations?	“Attachment 2 - IT Good-and-Services-Term-and-Conditions rev.1.26.22” – Section 6 – Indemnification pages 7-8.	Per RFP Section 7.1.A, if exceptions to the Court’s Terms and Conditions are identified, Bidders must submit a red-line version of Attachment 2.  If awarded the contract, the red-lines will be reviewed and discussed during contract negotiations.
137	Termination for convenience makes it difficult for Contractor to prepare its budget and allocate resources to projects. Accordingly, will the Court agree that Contractor’s SaaS subscriptions are due and earned upon	“Attachment 2 - IT Good-and-Services-Term-and-Conditions rev.1.26.22” – Section 8 – Term / Termination page 9.	Per RFP Section 7.1.A, if exceptions to the Court’s Terms and Conditions are identified, Bidders must submit a red-line version of Attachment 2.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
	being invoiced and non-refundable when paid unless the Agreement is terminated for cause as a result of the Contractor's breach?		If awarded the contract, the red-lines will be reviewed and discussed during contract negotiations.