THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSALS
NO. J22008

TO PROVIDE A CLOUD-BASED LEARNING MANAGEMENT SYSTEM TO THE JUDICIARY, STATE OF HAWAII

March 2021

<div align="center">**NOTICE TO OFFERORS**</div>

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

<div align="center">**Registration**</div>

Submit E-MAIL to: E-mail Address: Kelly.Y.Kimura@courts.hawaii.gov

Provide the following information:

I.	Name of Company	·	Mailing Address	·	Name of Contact Person
II.	Telephone Number	·	FAX number	·	E-mail Address
III.	Solicitation Number	·	Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided)		

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Competitive sealed proposals TO PROVIDE CLOUD-BASED LEARNING MANAGEMENT SYSTEM TO THE JUDICIARY, STATE OF HAWAII, will be received at:

> The Judiciary, State of Hawaii
> Financial Services Division
> Kauikeaouli Hale (District Court Building)
> 1111 Alakea Street, 6th Floor
> Honolulu, Hawaii 96813-2807
> Attn: Ms. Kelly Kimura

up to **2:00 P.M. HST, April 20, 2021.**

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at http://www.courts.state.hi.us under "General Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Request for Proposal may be directed David Maeshiro of the Judiciary Information Technology and Communications Division at (808) 538-5301, FAX (808) 538-5377, email david.k.maeshiro@courts.hawaii.gov ; other questions may be directed to Ms. Kelly Kimura in the Contracts & Purchasing Office, at (808) 538-5805 or email kelly.y.kimura@courts.hawaii.gov

> /s/ Terri Gearon
> Terri Gearon
> Financial Services Director

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SECTION ONE - INTRODUCTION AND BACKGROUND

1.1   INTRODUCTION AND BACKGROUND

The Judiciary, State of Hawaii (Judiciary), is currently utilizing a Learning Management System (LMS) but has been asked to solicit responses to an RFP in order to remain in compliance with procurement rules. We, therefore, invite your company to submit a written proposal to provide a cloud-based Learning Management System that satisfies the Judiciary's LMS requirements.

The current system is an LMS by SumTotal Systems. It has been in active use for approximately two years. The LMS that is selected and implemented as a result of this RFP is expected to retain the historical training and content data stored in the current LMS. Provisions for this data retention and transfer shall be a part of the scope of this RFP.

The Human Resources (HR) department of the Judiciary has primary responsibility for the management and content of the LMS. The Information Technology & Services Division (ITSD) is the central agency responsible for servicing the information technology needs of the Judiciary, State of Hawaii and thus plays a key supporting role in LMS usage.

The Judiciary has courts/offices on the islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple courts and offices on the majority of them. The islands are linked by the Judiciary WAN that primarily runs off of the State Executive Branch's Next Generation Network (NGN). Major court facilities/sites on most of the neighbor islands are linked to the central site on Oahu by 1 GB/ second communication lines. Several of the smaller sites across the state are linked to the central site by MPLS T-1 speed links.

The central site is located within the civic center of Oahu that, in turn is connected to the state NGN via 1 GB/second fiber optic lines. All Internet access for Judiciary sites is made via this NGN connection.

1.2   SIGNIFICANT DATES

Advertisement	March 19, 2021
Deadline for Questions	4:30 p.m., March 29, 2021
Response to Written Questions	April 6, 2021
PROPOSALS DUE	**2:00 p.m. HST, April 20, 2021**
Tentative Notice of Award	**May 20, 2021**
Tentative Notice to Proceed	**July 1, 2021**

END OF SECTION ONE

SECTION TWO - SPECIFICATIONS

2.1   GENERAL INFORMATION

2.1.1   This Request for Proposal (RFP) solicits offers from vendors for providing a cloud and web-based LMS for the Judiciary. The LMS shall include learner tools (communication tools, productivity tools, and learner engagement tools) as well as support tools (administration tools, course delivery tools, and curriculum design tools) that enable the delivery of online learning. All proposed solutions shall offer core features specifically related to course development and capability of interfacing with other external, but applicable systems such as the Judiciary PeopleSoft HRMS.

The proposed solutions shall include support and assistance in such items as: configuration, administration, management, and maintenance of the LMS as well as assistance in the usage of the LMS to the Judiciary. The services shall also include the backup and recovery of the LMS and associated learning content and data.

2.1.2   The Judiciary shall appoint a Judiciary Project Lead, also known as the Officer-In-Charge (OIC) per definition in Section 1.16 of the Procedural Requirements. The contractor shall take direction from the Judiciary Project Lead or Judiciary Project Lead's designee

2.1.3   The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time, Monday thru Friday, except for State Holidays. The Contractor's work hours shall follow the Judiciary's work hours unless specifically agreed upon by both the Contractor and the Judiciary Project Lead. Contractor shall endeavor to perform tasks such as server, system, software maintenance tasks and other tasks affecting the system availability outside of Judiciary's normal business hours or on weekends and holidays. In the event that this cannot be done, Contractor and Judiciary shall mutually agree on when these tasks can be performed. Such maintenance times shall be scheduled in advance with a minimum of one-week lead time.

2.1.4   The Contractor shall be expected to assist in emergencies. An emergency is an event in which service provided by the LMS is interrupted or impaired. These emergencies may occur during off-shift hours. Resolution of these events may take hours and the Contractor shall be expected to work continuously with Judiciary staff until the event is resolved and service is satisfactorily resumed.

In the event of an emergency, the expected Contractor response time will be as follows:

a.   The Contractor shall respond to the initial phone call within 30 minutes of the call.

b.   Judiciary staff shall work with the Contractor to resolve the event over the phone in the situation where there is a condition on the Judiciary side causing the emergency.

c.   If the event is on the Contractor's/cloud service side, the Contractor shall be expected to resolve the issue within 4-hours of the determination that the event cannot be resolved over the phone.

2.1.5   The Contractor shall be expected to assist Judiciary staff in the installation, configuration, administration, monitoring and maintenance of all equipment/services that comprise the LMS service infrastructure, including equipment that may be added in the future.

2.1.6 The Contractor shall be expected to work closely with the Judiciary staff to ensure the reliability and high availability of the LMS service. The Contractor will be expected to provide written recommendations for improvements. The Contractor shall be expected to work with Applications Service Branch staff to implement any improvements which have been approved and scheduled.

2.2 GENERAL REQUIREMENTS

2.2.1. All materials and supplies furnished for this contract shall be new and currently in production, in perfect condition, designed specifically for its intended function and shall have warranties applicable to new products. It shall be free from defects that may render it unfit to use. Damaged or rejected items must be immediately removed from the site and replaced with items of the quality required by these specifications.

2.2.2. The Contractor shall be responsible for the delivery of service levels up to the boundary of the Judiciary's Internet Service Provider (ISP).

2.2.3. System Availability

- The Contractor shall provide an average uptime percentage of 99.9% per year. The maximum planned "maintenance window" shall not exceed ninety-six (96) hours per year and shall not be included in the calculation of uptime percentage.

- Planned maintenance shall be communicated to the Judiciary personnel at least one-week prior to the planned maintenance. Contractor shall endeavor to perform such planned maintenance tasks and other tasks affecting the system availability outside of Judiciary's normal business hours or on weekends and holidays. In the event that this cannot be done, Contractor and Judiciary shall mutually agree on when these tasks can be performed. Planned maintenance shall not last to such an extent that daily usage is impaired.

2.2.4. Response Time

- The Contractor shall accommodate an average response time of two (2) seconds per page. The Offeror's proposal shall specify how the Offeror internally tests and measures the response time of multiple aspects of the system and how they adjust accordingly. Response times of the following features shall include logins, page turns, and server performance.

- The Contractor shall ensure that the system delivers 95% of all packets that reach the ISP. A 5% or greater packet loss in a one-hour period shall be considered an interruption of service. The Contractor shall utilize multiple network paths for its Internet connectivity.

- All service interruptions shall incur a monetary penalty equal to 1/365th of the annual hosting costs and fees per hour of service interruption defined above.

2.2.5. The Contractor must have recent (within the last five years) experience providing service for users in its LMS with a similar environment (government agency with >2,000 users and comparable geographic dispersion).

2.2.6. The Contractor shall provide training sessions to select Judiciary staff to ensure that they will be able perform the functions to effectively administer and utilize the LMS as well as develop training sessions independently.

2.3 **SYSTEM REQUIREMENTS**

2.3.1 Administrative Tools

Contractor's system shall include, but not be limited to, the following:

- Enable administrators to manage user registrations, training records, and profiles, define roles, etc.

- Able to create user accounts of different roles, and privileges (e.g., student, teacher, guest, administrator, etc.) and enroll these accounts into the appropriate courses. The LMS must be able to transfer the training history of all course enrollees currently in our LMS which is a system by SumTotal. The LMS must also be able to transfer all current training content from the SumTotal system into the new LMS.

- Able to run a variety of course and system level reports such as how frequently students are logging in, how long they are spending on specific tasks/courses, course rosters, alignment to identified standards and targeted goals and student progress information.

- Advanced reporting features, such as a variety of filters and import/export capabilities – in a range of formats like portable document format (PDF), or comma-separated values (CSV). Reporting features shall also have the ability to automatically create reports on a regular basis and have pre-defined reporting templates available, as well as the ability to customize fields to be contained on reports.

- Able to create course shells and manage the content for the course shells.

- Able to enroll and disenroll students and instructors.

2.3.2 Content Integration

The LMS must be able to support a wide range of third-party courseware authoring tools like Florida Virtual School courses, SCORM, and AICC packages.

2.3.3 Assessment Capabilities

The Contractor's system shall include, but not be limited to, the following capabilities:

- As assessment feature that enables authoring within the product and includes assessments as part of each course.

- Ability to import current assessment item tools and provide any conversion tools necessary for this.

- Ability to track and display a student's progress "bar" within courses.

- Ability to integrate a gamification concept and micro-credentialing systems that can issue custom and commercial badges and certificates based on course level criteria.

2.3.4 Course Tools and Features

Contractor's system shall include, but not be limited to, the following requirements:

- Flexibility to organize course content into units, chapters, lessons, or individual content items

within a unit or chapter. Individual content items might consist of text, graphics, multimedia, animation, and interactive tools.

- Ability for instructors and administrators to post announcements.

- Threaded discussion boards for asynchronous discussions and sharing.

- Assessment system to allow for online quizzes and exams.

- Ability to submit assignments including attachments.

- Online grade book.

- Ability to send notifications, notices, etc. via email to the Judiciary email system.

- Support for Wikis, blogs and other Web 2.0 tools.

- Voice and video tools with archive functionality that enables instructors the ability to create learning items for increasing student engagement and to provide instructor feedback.

- Capacity to support at least 2,100 active users.

- Active monitoring of system activity for hardware failures, software failures, abnormal events, excess utilization, and monitoring of performance thresholds shall be performed regularly.

2.3.5   Notification Features

Contractor's system shall include, but not be limited to, the following features:

- Notification alerts relevant to the varying role groups regarding upcoming assignment submissions.

- The notification alerts shall include, but not be limited to, various communication methods such as email, a dashboard, and text messaging.

2.3.6   Mobile Learning Tools and Features

Contractor shall provide the following features, which includes but is not limited to:

- LMS mobile app(s) for accessing content and collaboration for students and instructors.

- Access for both Android and iOS mobile platforms.

- Support learning on-the-go and the use of any Windows, iOS, or Android mobile device to access courses and information with responsive design.

- Support for instructors with the ability to use Windows, iOS, Mac OS, or Android mobile devices to upload content and communicate with other collaborators and learners.

- Use of responsive design to intuitively adjust content display based on the user's device display.

2.3.7   Hosting Requirements

The Judiciary is seeking a turnkey, remotely hosted Software as a Service (SaaS) solution with an Offeror providing all the hardware, software and networking components to satisfy the requirements of this RFP. Vendor shall provide the technical support and maintenance of the LMS environment.

Contractor shall provide the following hosting requirements which includes, but is not limited to:

- Redundant, fault-tolerant, stable, clustered, scalable, and load-balanced application and database hosting in a datacenter environment physically located within the continental United States or Hawaii. The datacenter shall be physically secure, including but not limited to video surveillance, motion detection systems, secure access entry systems, and security guards.

  Contractor shall limit physical and administrative access to all Judiciary data and course content. The data center shall have multiple power feeds with generator backup and multiple network bandwidth providers. The data center shall be able to provide at least two (2) sources of power and bandwidth to the physical server level. The datacenter environment shall have fire and smoke detection systems covering all physical server locations.

- The system administrator shall work with the Judiciary administrators to configure, monitor and tune the system to meet the goals and needs of the Judiciary.

2.3.8   Professional Development Services

Contractor shall provide professional development services in the use, administration, implementation, organization, features, and tools of the LMS.

2.3.9   Migration of Existing Courses into the LMS

Contractor shall facilitate and migrate all courses, content, and historical training records from the current LMS into their LMS solution. The Contractor shall submit a course, content, and training records migration plan that defines the process by which this will be accomplished which includes, but is not limited to:

- Integration of conversion functionalities to convert training coursework, documents, videos, audios and training records to their LMS solution. A key objective in this endeavor is to be able to reuse content and historical training records as many times and in as many ways without losing features and meaning.

- High quality technical support for the migration.

- Cost, timeframe, and level of effort required to migrate all existing courses and training records into their LMS.

2.3.10   Security and Data Management

"Outsourced Service" shall be defined as a technology or software infrastructure, function, process or intellectual asset that is provided to the Judiciary by an organization not under its direct authority for a fee or as a free service.

"Protected Information" shall be defined as data that has been designated as private or confidential by law or by the Judiciary. Protected information includes, but is not limited to,

employment records, medical records, student records, education records, personal financial records (or other personally identifiable information), research data, trade secrets and classified government information. Protected information shall not include public records that by law must be made available to the general public. To the extent there is any uncertainty as to whether any data constitutes protected information, the data in question shall be treated as protected information until a determination is made by the Judiciary or proper legal authority.

Contractor shall comply with all applicable state and federal laws and regulations with regard to data privacy and protected information.

2.3.10.1   Contractor shall provide the following security requirements, which include but are not limited to:

- Allow the Judiciary to establish login IDs and passwords for users of the LMS.

- Contractor shall, at all times, maintain network security that, at a minimum, includes: network firewall provisioning; intrusion detection/prevention; and third-party penetration testing. Likewise, Contractor agrees to maintain network security that conforms to one of the following: current standards as set forth and maintained by the National Institute of Standards and Technology (NIST); any generally recognized, comparable standard that Contractor applies to their network.

2.3.10.2   Data Security

Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up-to-date with all appropriate security updates as designated by a relevant authority (e.g., Canonical Landscape, Microsoft security notifications, etc.).

Likewise, the Contractor agrees to conform to the following measures to protect and secure data, which includes but is not limited to:

2.3.10.2.1   Data Transmission

All transmission or exchange of system application data with the Judiciary and/or any other parties shall take place via secure means (e.g., HTTPS, FTPS, SFTP, or equivalent means).

2.3.10.2.2   Data Storage and Backup

All Judiciary data shall be stored, processed and maintained solely on approved servers and that no Judiciary data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the continental United States or Hawaii.

All Judiciary backup data stored as part the Contractor's backup and recovery processes shall be stored in encrypted form, using no less than a 128-bit key.

2.3.10.2.3   Data Reuse

- All data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed repurposed or shared across other applications, environments, or business units of the Contractor. As required by federal law, Contractor further agrees that no Judiciary data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other vendors or interested parties except on a case-by-case basis as specifically agreed to in writing by a Judiciary administrator with designated data, security, or signature authority.

- Implement appropriate measures designed to ensure the confidentiality and security of protected information, protect against any anticipated hazards or threats to the integrity and security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the Judiciary or an individual identified with the data or information in the Contractor's custody. If third-party providers are utilized as part of the Contractor's operation and they will have access to Judiciary data, Contractor will provide their processes and policies related to the data sharing in the Offeror's proposal. The third-party providers must also comply with all applicable state and federal laws and regulations with regard to data privacy and protected information.

- Contractor shall provide a Secure Sockets Layer (SSL) certificate for the encryption of user logins with public and private session keys, and all sensitive data shall be encrypted when both stored and transported.

2.3.10.2.4 Data Breach

- Contractor shall comply with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification.

- In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law, regulation, or rule, Contractor shall notify the Judiciary immediately and assume responsibility for informing all such individuals in accordance with applicable law, regulation, or rule and to indemnify, hold harmless, and defend the Judiciary and its trustees, officers and employees from and against any claims, damages, or other harm related to such notification event, unless released in by a Judiciary officer with designated data, security or signature authority.

2.3.10.2.5 Disaster Recovery

Contractor shall provide the following recovery services including, but not limited to:

- Nightly full database backups of all Judiciary LMS instances shall be performed. Nightly backups shall be stored off-site and kept for a minimum of seven (7) days.

- Weekly full database backups of the Judiciary instances shall be

performed. Weekly backups shall be stored off-site and kept for a minimum of one (1) month.

- Contractor shall provide the Judiciary with a disaster/recovery plan to include, but not be limited to all information regarding contingencies and recovery protocols relating to the loss of data or datacenter due to power or connectivity outage, natural disaster, terrorist threat or attack, act of God, war, criminal enterprise, or any state of war that may exist and other exigent situation.

2.3.10.2.6 End of Agreement Data Handling

Upon termination of this agreement, Contractor shall return all data to the Judiciary in an useable electronic form, and erase, destroy, or render unreadable all Judiciary data in their entirety in a manner that prevents their physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within thirty (30) days of the termination of this agreement or within seven (7) days of a Judiciary administrator's request, whichever comes first.

2.3.11 Testing and Staging Server Access

Contractor shall provide the following access which includes, but is not limited to:

- A "test" server for piloting and testing new features and third-party integrations.

- A "staging" server for testing integrations, conducting trainings, and content development.

- Access to these environments shall be separate from the production environment but includes the same features and abilities as the production environment.

2.3.12 Professional Support Services and Training

2.3.12.1 Dedicated Client Liaison

The Contractor shall provide a dedicated Client Liaison that provides the following:

- Responds to phone calls within twenty-four (24) hours on business days.

- Conducts regular online meetings as needed especially with regard to major initiatives such as installation/configuration, major adoption of new system functionality/changes, etc.

- Focuses on the status of all Judiciary LMS requirements and issues pertaining to the Judiciary usage of the LMS and participate in planning and assessment efforts in concert with Judiciary designees

2.3.12.2 System Administration Support

The Contractor shall provide a dedicated remote LMS System Administrator and help desk service. The system administrator must be located within the United States.

- The System Administrator shall maintain the LMS, troubleshoot and resolve

technical issues, and manage building blocks, upgrades, etc.

END OF SECTION TWO

END OF SECTION TWO

SECTION THREE - SPECIAL PROVISIONS

3.1   SCOPE

The contract to Provide a Cloud-based Learning Management System as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

3.2   JUDICIARY PROJECT LEAD

For the purposes of this Contract, Dawn Nagatani, telephone (808) 539-4340, is designated Judiciary Project Lead, and Wade Hiraishi telephone (808) 539-4963, Judiciary Project Lead designee.

3.3   TERM OF CONTRACT

The tentative term of the contract shall be for the period commencing on July 1, 2021 to June 30, 2022.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve-month periods, without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

3.4   OFFER PREPARATION

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

3.4.1.   <u>Offer Form, Page OF-1.</u>   Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-2. Failure to do so may delay proper execution of the contract.

3.4.2.   <u>Quotation.</u>   Prices offered shall be based on delivery of products and services to the Judiciary and shall include all applicable costs and taxes <u>including</u> Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail. Further clarification is provided in SECTION FOUR- EVALUATION CRITERIA AND CONTRACTOR SELECTION.

3.4.3.   <u>Proposal Guaranty</u>**.**   A Proposal Guaranty is NOT required for this Request for Proposal.

3.4.4.   <u>Hawaii General Excise Tax License</u>.   In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.

3.4.5.   <u>Tax Liability.</u>   Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4.5% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and, therefore, not liable for the taxes on this solicitation, Offeror shall state its tax exempt

status and cite the HRS chapter or section allowing the exemption.

3.4.6. <u>Joint Contractors</u>. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives. Offeror shall be the Primary Contractor and be liable for all work performed under this project.

3.4.7. <u>Wage Certification</u>. Offeror shall complete and submit the attached Wage Certificate in the Bid Submission Packet, Section 5.3, by which the offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

<u>Public Employee Wage Rates:</u>	<u>Present:</u>
IT Specialit VI (SR-26)	$32.31/hr
IT Specialist V (SR-24)	$29.87/hr.

3.5   WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following email address:

Kelly.Y.Kimura@courts.hawaii.gov

Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

3.6   SUBMISSION OF OFFERS

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii
Financial Services Department
Attention: Ms. Kelly Kimura
1111 Alakea Street, 6th Floor
Honolulu, HI 96813 -2807

PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE

ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.

Offers on CD. As an option to submitting hard copies (orig. + 3 copies) of your entire offer packet, offers may be submitted on CD (2 copies of CD) in Adobe's pdf format along with hard copies of the Offer Form, all no later than the date and time indicated above.

Offers via electronic submittal. As another option to submitting hard copies of your offer packet, offers may be submitted no later than the date and time indicated above to the Purchasing Specialist via Email.

> **Purchasing Specialist e-mail address:**
> Kelly.Y.Kimura@courts.hawaii.gov

Offeror bears responsibility for transmission. Offerors who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for ensuring the complete, correctly formatted, legible, and timely transmission of their documents. By opting to submit documents by electronic means, Offerors assume all risk that a purchasing agency's receiving equipment and system may be inoperative or otherwise unavailable at the time transmission is attempted.

3.7   OFFEROR QUALIFICATION

   3.7.1   Experience.   At the time of offer and throughout the contract period, offeror shall have recent (within the last five-years) experience providing service for users in its LMS with a similar environment (government agency with <2,000 users and comparable geographic dispersion).

   3.7.2   References.   Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, preferably within the state of Hawaii, for which the Offeror has provided services for the LMS referred to in this RFP. All references must have been serviced within the past five (5) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any offeror who has not maintained and/or installed an LMS as specified in this RFP and performed services that are similar in nature to the LMS specified in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory(See References section in OFFER FORM for further details.).

3.8   AWARD

   3.8.1   Method of Award.   Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary based on the evaluation criteria.

   To be eligible for award, all prospective proposers must submit copies of the documents listed below to demonstrate compliance with Section 103D-310(c), HRS. The documents should be applied for as soon as possible and must be submitted to the Judiciary prior to award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, a contract may not be awarded.

   3.8.2   Contractor Compliance. All offerors shall comply with all laws governing entities doing business in the State.

- Tax Clearance. Pursuant to HRS §103-53, as a prerequisite to entering into contracts of $25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.

- Labor Law Compliance. Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.

- Business Registration. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Contractors may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered offeror's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes.

Contractors not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the offerors. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

3.8.3 **Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the Judiciary prior to award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

3.8.4 **Final Payment Requirements.** In addition to a tax clearance certificate an original CERTIFICATE OF GOOD STANDING for FINAL PAYMENT (SPO Form 22) will be required for final payment. A copy of the form is also available at http://www4.hawaii.gov/StateFormsFiles/form221.pdf

3.8.5 **Insurance.** The CONTRACTOR shall at his own expense maintain insurance in full force and effect during the life of this contract. The policy or policies of insurance maintained by Contractor shall provide the following limits and coverage:

a) Commercial General Liability Insurance (occurrence form) of $1,000,000.00 per occurrence and $2,000,000.00 aggregate.

b) Automobile Insurance in the amount of $1,000,000.00 bodily injury per person, $1,000,000 bodily injury per accident, and $1,000,000.00 property damage per accident.

c) Workers' Compensation and Employer's Liability. Part A – Statutory. Part B, Employers Liability $100,000.00 each accident/$100,000.00 disease each

employee/$500,000.00 disease policy limit.

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration. Furthermore, The Judiciary shall be added as an additional insured as respects to operations performed for The Judiciary, State of Hawaii, and it is agreed that any insurance maintained by The Judiciary, State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

<u>Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section</u>.

3.9   CONTRACT EXECUTION AND EXTENSION

   3.9.1   Execution: Successful Offeror receiving award shall enter into a formal written contract. <u>No performance or payment bond is required for this contract</u>. Upon execution of the contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

   No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed.   The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

   3.9.2   Extension: If option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be resolicited. All contract extensions are subject to the availability of funds.

3.10   PERMITS, CERTIFICATES, AND LICENSES

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

3.11   PRICING INFORMATION AND ADJUSTMENTS

   3.11.1 No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.

   3.11.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:

   Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

3.12   INVOICING

Contractor shall submit, on a monthly basis, the original and three (3) copies of the invoice to the Fiscal office at the address listed below:

> The Judiciary, State of Hawaii
> Office of the Administrative Director
> Administration Fiscal Office
> 1111 Alakea Street, 6th Floor
> Honolulu, Hawaii 96813

3.13   PAYMENT

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment.   For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Offeror and communicated to the Judiciary after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

3.14   CONTRACT STAFFING REQUIREMENTS

Personnel whose names and resumes are submitted in the offer shall not be removed from this project without prior approval of the Judiciary. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Judiciary.

Personnel changes that are not approved by the Judiciary may be grounds for contract termination. The Judiciary shall have the right, and the Contractor will comply with, any request to remove personnel from all work on this project effective immediately upon notification by the Judiciary.

(See also Section 5 in the Offer Form for additional staffing requirements.)

3.15   TERMINATION FOR CAUSE

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.

2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.

3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.

4. Discontinues the prosecution of the work or services.

5. Otherwise breaches any term of the contract.

6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.

7. Allows any final judgment to stand against him unsatisfied for a period of ten (10) days.

8. Makes an assignment for the benefit of creditors.

9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

3.16 LIQUIDATED DAMAGES

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS ($100.00) for each and every calendar day the vendor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the vendor.

3.17 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

3.18 INTERPRETATION OF PROVISIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Director, or the interpretation made by the Financial Services Director, shall govern and control. In addition, the parties hereto agree that said Financial Services Director, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

3.19 CONFLICTS AND VARIATIONS

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

END OF SECTION THREE

SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.1. EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary based on the evaluation criteria in this section.

Each category will be assigned points. Total number of points used to score this proposal: 225 **points**. The four categories are:

4.2	Overall Project Plan	50 pts
4.3	Conversion Plan	100 pts
4.4	Questionnaire	50 pts
4.5	Proposed Pricing	25 pts

4.2. OVERALL APPROACH AND PROJECT PLAN - 50 POINTS

Describe how your company will meet the requirements as outlined in this RFP. This includes how your LMS will address the technical requirements of this RFP as well as your approach/philosophy for managing the project and the on-going operation of the LMS for the Judiciary.

The project plan should include the major tasks and milestones required from contract start to the production usage of the LMS by the Judiciary. The major tasks should include a projected duration for the task as well an estimate of the level of effort required by the Contractor and the Judiciary, should the Judiciary need to allocate resources to the effort. If specific experience/expertise is required for Judiciary resources, these should be included here. A Gantt chart of the overall project is required.

Examples of major tasks/milestones include: contract execution; formal project kickoff, information gathering, system installation, configuration, conversion, training, testing, implementation. Bear in mind that these items are provided as examples only and not meant to represent either a required or comprehensive list of major tasks/milestones in the submitted project plan.

4.3. CONVERSION PLAN – 100 POINTS

This is a detailed breakout of the Conversion major task that is in the overall project plan. This breakout should include the details associated with the conversion effort to include detailed conversion steps, conversion timeline, level of effort and any specific experience/expertise required to be provided by the Judiciary to ensure a successful conversion.

4.4. QUESTIONNAIRE – 50 POINTS

Complete the following questionnaire.

Company Overview

- Describe your company's history.

- Is your company profitable? If not, how do you attend to achieve profitability?

- What is your global (geographic) reach? Please list your office locations.

- Describe your industry experience.

- Describe your experience with installing and supporting your LMS in other court jurisdictions.

- What is your vision/mission statement?

- How do you differentiate yourself from competitors in the marketplace?

Platform Features — Administrative and Interface

- Describe system functions that help to guide administrator(s) on difficult tasks.

- Does your system allow for the customization of the site layout and navigation without vendor intervention? If so, please explain how your system does this.

- Does your system support custom "branding" (i.e., so that to the user, the LMS looks like it is "owned" by the Hawaii Judiciary)? If so, please explain how your system supports this.

- Does your system allow clients to customize user, course, class, or workflow fields without vendor intervention? If so, please explain how your system supports this.

- Does your system provide support for multiple groups (business units) within the same domain? If so, please explain how your system supports this.

- Does the LMS system provide the ability to create Custom Organizational Groups to manage people the way the Judiciary business is organized and managed? If so, please explain how.

- Does your system support "dashboards" (enables managers to see employee progress in a simple, graphical display)? If so, please describe.

- Detail the LMS workflow and approval process, including unique forms, process, fields, rules, and if a dashboard is available for visual updates.

- Identify specific roles as approval levels and the multiple levels of approval.

- Does your system provide the ability to specify which fields are viewable, editable or required for each level of a given workflow? If so, please explain how this works.

User Experience and Management

- Does your system support end-user "self-service?" If so, describe what "self-service" items can be maintained by end-users.

- Does your system support the ability for user to select a specific view for the calendar (day/week/year) and modify the time zone?

- Does your system support automated password changes/resets?

- Does your system support customizable access level for "self-service" (i.e., is your system configurable relative to the amount of access to change profile information, or other desired information)?

- Does your system provide the ability for a learner to view submitted requests and the status of their requests, as well as choose to submit additional requests or cancel submitted requests?

- Does your system allow the use of a "splash page" to relay information to users when they login? If so, please describe the information that can be relayed when users login.

- Does your system support user notifications? What kinds of notifications are supported? Are managers copied on their direct report – learner's notifications?

- Does your system support integration with email programs (e.g., Microsoft Outlook)? If so, what kind of email integration is supported?

- Does your system automatically remind employees and managers of impending completion dates with a notification via email?

- Does your system support the ability to set auto-reminder email for assigned students/instructors/managers/Administrators regarding due dates for various tasks within the learning plan?

- Does your system support mass distribution communication to learners by domain?

- Does your system support the ability to edit and manage the content of notification messages?

- Does your system support the ability to turn notification events on or off?

- Does your system support a polling capability? These are polls conducted within the LMS that provides real-time results.

User Management

- Describe how Administrators create and manage new roles/permissions.

- Does your system support the ability to assign multiple roles to one user account?

- Does your system provide the ability to create custom fields in user profiles without intervention from the vendor?

- Does your system support configurable standard and custom user fields in user profile screens?

- Does your system support configurable standard user fields and custom user fields in account request forms?

- Explain how your system handles Administrators creating and managing user groups.

- How does your system enroll users in courses? How is single user enrollment handled versus group/batch enrollment?

Learning Management

- Describe how your LMS provides a fully-blended learning environment consisting of asynchronous online courses, live synchronous events and instructor-led classroom training.

- Does your system support general business rules for how users will access the catalog and enroll in courses? If so, please explain.

- Does your system allow for the management of terms/time frames for when courses are available in the catalog for learner enrollment? If so, please explain.

- Describe how your system handles classroom and event scheduling with instructor, vendor, resource management; dynamic conflict prevention; and waitlist features.

- Does your system allow users to search the course catalog and does it support a "rating and review" capability? If so, please explain.

- Does your system support the most common content standards (SCORM, AICC, etc.) to allow integration of third-party content with the learning management system? If so, what content standards are supported?

- Can external courses be added to the main catalog?

- Does your system support "learning plan" and "certification management"? If so, please explain how your system supports these.

- Does your system support requiring courses to be completed in a prescribed order?

- Does your system support automatically renewing courses on a periodic basis (e.g., annual certification).

- Ability to conduct pre- and post-tests, using built-in assessment tool.

- Does your system support user-definable (test score) passing criteria that are required to deem a course completed?

- Does your system support the ability to upload a document or certificate from a user for self-reported (outside) training?

- Are student transcripts available – both viewable and printable?

- Does your system support the ability to create student certificates (for course or curriculum completion)?

- Does your system allow for the review/printing of a student's transcript? Is this function accessible by the student?

- Does your system support the ability to allow students to take notes on a course they are enrolled in directly in the LMS? If so, please describe this capability.

- Does your system support integration with virtual meeting/classroom tools such as WebEx, Adobe Connect, etc. If so, please list what systems your system supports.

- How does your LMS support Extended Enterprise Training (training partners, vendors, customers, etc.)?

Reporting

- Describe your interactive reporting and data analysis capabilities to create graphical and tabular reports against all of your learning data in an easy-to-use interface.

- Report can be run on demand through the LMS interface.

- Report can be printed from application workspace without having to export.

- Option to use filters for reports instead of having to create a new report.

- Describe custom reporting capabilities including custom user fields.

- Detail how learning objects can be reported on, including On-the-Job-Training.

- What are the export report data formats?

Data Center and Security Requirements

- Describe your hosting services.

- How reliable is your hosted system? Do you provide a system availability SLA?

- Please discuss how your solution addresses redundancy.

- Describe your backup procedures including frequency, retention and encryption.

- Describe your Data Center's capability to repel environmental threats and hazard protection.

- Do you have a disaster recovery Data Center and where is it located?

- Is your operation AT 101 SOC 2, Type 2 Compliant? How about the data center facility?

- Do you have a specialized security team dedicated 100% to the security of your cloud services? If so, please describe.

- Are your systems and data protected behind multiple firewall layers?

- Do you perform system audits? If so, how often are these performed?

- How will you protect our data during data transport?

- Does your development team have any access to the customer facing data center?

- Will our data be intermingled with other customers in the same database? Or will we have our own database with its own security controls?

- Describe your secure development practices.

- Describe your change and patch management.

Solution Pricing

- What are the Years 2, 3, 4, 5 and 6 annual costs of the solution you are proposing?

- Detail ongoing costs (subscription, maintenance fees, hosting, etc.) for Years 2 through 6.

- Are you proposing any additional pricing options? If so, please describe.

- What discounts do you offer for long-term contracts?

- Identify any other costs associated with your proposal.

- Detail your assumptions.

Implementation Services

- Provide your implementation methodology.

- Describe your implementation Best Practices.

- Detail the responsibilities/resources of both your team and our team for the implementation.

- How do you address communication with the project team?

- Describe your implementation training?

- How do you manage and control costs during an implementation?

- How is legacy data integrated into the system?

Support and Training Services

- Describe the service support options that you offer for the system. Identify hours of operation and other relevant information.

- Detail End-User Help Desk support.

- Describe your maintenance levels and escalation procedures.

- Do you offer any online support mechanisms for your customers?

- Describe your account management approach.

- What sort of product documentation will we be provided with?

- How do you ensure feedback from your customers?

- Do you have a user group or conference? If so, how large is the user group, what kind of geographic dispersion does it have and how often are user conferences held (and where)?

- How are product upgrades handled?

- Describe the training classes offered for your solution.

4.5. PROPOSED PRICING – 25 POINTS

Price Quotes shall be stated in SECTION FIVE - OFFER FORM of this RFP.

Lowest Total of Hourly Rates will be awarded 25 points. All other cost proposals will be awarded points as follows:

> Points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

**END OF SECTION
FOUR**

SECTION FIVE- OFFER FORM

**TO PROVIDE A CLOUD-BASED LEARNING MANAGEMENT SYSTEM
TO THE JUDICIARY, STATE OF HAWAII**

Offeror: _____

Honolulu, Hawaii

_____, 20

Financial Services Director
The Judiciary, State of Hawaii
Kauikeaouli Hale
1111 Alakea Street, 6th Floor
Honolulu, Hawaii 96813

Dear Financial Services Director:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to PROVIDE A CLOUD-BASED LEARNING MANAGEMENT SYTEM TO THE JUDICIARY, STATE OF HAWAII.

The undersigned represents: **(Check one only)**

☐   A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐   A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation: _____

Offeror is:
      ☐ Sole Proprietor   ☐ Partnership   ☐ Corporation   ☐ Joint Venture   ☐ Other

If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Federal I.D. No. _____

Hawaii General Excise Tax License I.D. No._____

Payment address (if other than street address below):_____

City, State, Zip Code_____

Business address **(Hawaii street address)**:_____

City, State, Zip Code_____

Respectfully submitted,

Offeror: _____
          (Exact Legal Name of Offeror)

Signature: _____

Name: _____

Title: _____

Date: _____

Phone: _____ Fax: _____

Email Address: _____

*If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

_____

5.1 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, please provide the requested information and written proposal as to how you will meet the requirements and the Specifications of the contract for

4.2	Overall Project Plan	50 pts
4.3	Conversion Plan	100 pts
4.4	Questionnaire	50 pts
4.5	Proposed Pricing	25 pts

5.2   PRICE QUOTE:

The following offer is hereby submitted To Provide a Cloud-Based Learning Management System for the Judiciary. Prices shall include all applicable costs and taxes <u>including</u> the Hawaii General Excise Tax.

Proposed Pricing (50 Points)

Description	(A) Units	(B) Unit Cost	(C) Extended Cost (A x B)
First year costs:		$	$

SubTotal			
Tax			
Grand Total			

Description	(A) Units	(B) Unit Cost	(C) Extended Cost (A x B)
Year 2-6 costs:		$	$
SubTotal			
Tax			
Grand Total			

If there are any other costs associated with the implementation and ongoing use of your system that are not included in the tables above, please note them in this section as well.

5.3   ADDITIONAL INFORMATION

5.3.1 Contract Team

The Offeror certifies that the following is a complete list of all members of the Contract Team who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those listed shall be allowed to perform work on this project.

Provide the complete firm name, address and phone number of the joint or subcontractor. Any modification to this list, subsequent to the award of this contract must be approved by the Judiciary Project Lead.

Name	Address	Phone/Email	Role/ Responsibility

5.3.2 References

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Provide a minimum of three names and addresses of companies, other than the Judiciary, for which the undersigned has furnished a Cloud-based Learning Management System, within the last five years, with a similar environment (government agency with >2,000 users and comparable geographic dispersion) that is similar in nature and/or volume to services specified in the attached specifications.

Company/Agency Name & Contact	Address	Phone/email

-

SECTION SIX – ATTACHMENTS

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

JUDICIARY DISCRIMINATION HARASSMENT-FREE WORKPLACE POLICY