

REQUEST FOR PROPOSALS

**JUDICIAL COUNCIL OF CALIFORNIA
CENTER FOR FAMILIES, CHILDREN & THE COURTS**

**REGARDING:
Electronic Learning Management System Software
(Vendor Hosted)**

RFP No. CIP-2022-39-DM

**PROPOSALS DUE:
JANUARY 31, 2023, NO LATER THAN 1:00 P.M. PACIFIC TIME**

1.0 BACKGROUND INFORMATION

- 1.1 The Judicial Council of California (“Judicial Council”), chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system.
- 1.2 The California Constitution directs the Judicial Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature.
- 1.3 The Judicial Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law.
- 1.4 The Judicial Council’s Operations and Programs Division, Center for Families, Children & the Courts (“CFCC”) supports programs in court settings that improve practice and services for children, youth, parents, families and other court users.
- 1.5 Within CFCC, the Language Access Services Program (LASP) works to develop policies and provide services to ensure equal access to justice for court users who are limited English proficient or deaf/hearing-impaired.
- 1.6 LASP is comprised of the Court Interpreters Program (CIP) and the Language Access Implementation (LAI) unit. CIP works on court interpreter issues, and LAI works on making the courts more language accessible via resources such as signage, technology, and translated forms.

2.0 DESCRIPTION OF SERVICES

2.1 Purpose

The Judicial Council is requesting proposals from service providers with expertise in providing Vendor Hosted Learning Management System (LMS) Software to create, distribute, and manage the delivery of online modules for court interpreter education. This RFP is the means for prospective service providers to submit their qualifications to the Judicial Council and request selection as a service provider.

2.2 Services

Provide an online Learning Management System Software with the following capabilities:

- 1) Ability to provide a centralized platform for the creation, hosting, and management of live, prerecorded, and click-through content, including

SCORM courses, developed by CIP and in partnership with external consultants.

- 2) Ability to support at least 4,000 remote learners with 24/7 platform technology support and live support during normal business hours (**8:00am-5:00pm PST**).
- 3) Provide access for up to 10 administrators annually with access to include live support during normal business hours and if available additional support (e.g. Chatbox for non-business hours).
- 4) Provide robust analytic tools to measure page-views and end-user engagement with online courses and content including, but not limited to the ability to generate certificates, receive feedback via tools such as surveys, track completion rates, track time spent engaging in materials, etc.
- 5) Ability to create reports sorting users by region, language, class, engagement tracking, and completion/drop off rate.
- 6) Vendor provided training to Judicial Council Staff for use of software.
- 7) Preferably the ability to communicate directly with learners through email, managed within the LMS, providing notifications, reminders, and other outreach.
- 8) Ability to create different learner portals such as by language, region, etc. preferred.
- 9) Ability to customize platform with own Judicial Council logo/branding.
- 10) Preferably the ability to collect online payment from users.
- 11) Provide a fully functional staging environment for previewing online content before it is released into production.
- 12) Provide ability to develop and deploy modular courses, instructional content, online questions and tests without coding or html programming.
- 13) Enable delivery of all site content on mobile devices, tablets, and phones. Prefer Responsive framework.
- 14) Provide and perform security updates, patches, and bug fixes, including backend support as well as support for any ongoing upgrades and

enhancements.

- 15) System should be able to integrate with JCC Identity Management System.
- 16) Provide multiple security layers for users and user authentication ensuring personal information is secured.
- 17) Meet Back-up storage and security requirements including daily back-ups and data secured in off-site, in a fire-resistant location.
- 18) Support WCAG 2.0 compliance for all published content.
- 19) Ability to provide waitlist capabilities and recommended lesson plans strongly preferred.
- 20) Provide a learner communication hub, such as chat forums and/or community discussion options strongly preferred.

Contract Term: CIP is seeking a **3-year licensing agreement for up to 10 administrators and 4,000 users, allowing up to 10 Judicial Council concurrent users at any given time**, with up to **two additional single year option terms** for a potential maximum total of **five (5) years**. Proposers must meet the mandatory criteria (**Attachment 12**) of this RFP to be considered under this solicitation.

The proposed contract is estimated to be effective from **June 1, 2023** through May 31, 2026 with a potential extension up to **May 31, 2028**.

The estimated funds available for this project will not exceed **\$20,000.00 per year** for the initial 3-year licensing agreement and the option terms.

Transition Period: When the licensing agreement expires or upon notice of termination of the licensing agreement, Contractor shall provide the Judicial Council with a complete download of data for storage on JC servers.

3.0 TIMELINE FOR THIS RFP

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

EVENT	DATE
RFP issued:	December 19, 2022
Deadline for questions to: solicitations@jud.ca.gov	January 13, 2023 1:00pm (Pacific Time)
Questions and answers posted (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	January 20, 2023
Latest date and time proposal may be submitted	January 31, 2023 1:00pm (Pacific Time)
Interview or Product demonstrations (Video Conference or In-Person, <i>mandatory</i>), (<i>specific dates & time to be set with individual bidders</i>) (<i>estimate only</i>)	February 13-24, 2023
Evaluation of proposals (<i>estimate only</i>)	February 27 – March 10, 2023
Non-Cost proposals scores posted at www.courts.ca.gov/rfps.htm (<i>estimate only</i>)	March 16, 2023
Public opening of cost portion of proposals via Team Meeting Meeting Link: Click here to join the meeting Meeting ID: 258 209 531 669 Meeting Password: yEV3M3 Dial in Number: +1 415-906-0569 Phone Conference ID: 669 619 144#	March 20, 2023 at 10:00 am (Pacific Time)
Notice of Intent to Award (<i>estimate only</i>) www.courts.ca.gov/rfps.htm	March 23, 2023
Negotiations and execution of contract (<i>estimate only</i>)	March 24, 2023 – May 1, 2023
Contract Start Date (<i>estimate only</i>)	June 1, 2023
Contract end date (initial term, <i>estimate only</i>)	May 31, 2026

4.0 RFP ATTACHMENTS

The following attachments are included as part of this RFP:

ATTACHMENT	DESCRIPTION
Attachment 1: Administrative Rules Governing RFPs (IT Goods and Services)	These rules govern this solicitation.
Attachment 2: Judicial Council Standard Terms and Conditions	If selected, the person or entity submitting a proposal (the “Proposer”) must sign a Judicial Council of California Standard Agreement containing these terms and condition (the “Terms and Conditions”). If exceptions are identified or additional provisions proposed, the Proposer must also submit a redlined version of the Terms and Conditions that clearly identified the benefit to the Judicial Branch from the proposed changes and provides a written explanation or rational for each proposed change.
Attachment 3: Proposer’s Acceptance of Terms and Conditions	On this form, the Proposer must indicate acceptance of the Terms and Conditions or identify exceptions to the Terms and Conditions.
Attachment 4: General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
Attachment 5A: Payee Data Record Form	This form contains information the Judicial Council requires in order to process payments and must be submitted with the proposal.
Attachment 5B: Payee Data Record Supplement (STD 205)	This form is optional. This form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.
Attachment 6 Software Demonstration and Evaluation	For those Proposers that satisfy the mandatory requirements in Attachment 12 , the Judicial Council will invite them to provide in-person demonstrations of their proposed Learning Management System Software. Proposers will be evaluated based on attributes listed in Attachment 6 , which account for 25 out of 100 points
Attachment 7: Pricing Sheet	The Proposer must complete this form and submit with its proposal.
Attachment 8: Small Business Declaration	The Proposer must complete this form only if it wishes to claim the small business preference associated with the solicitation.
Attachment 9: Bidder Declaration	Complete this form only if the Proposer wishes to claim the DVBE incentive associated with this solicitation.
Attachment 10: DVBE Declaration	The Proposer must complete this form and submit it with their proposal only if Proposer wishes to qualify for the DVBE incentive.

ATTACHMENT	DESCRIPTION
Attachment 11 Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
Attachment 12 Mandatory Requirements (Response Template)	The Proposer must complete this form indicating whether its software solution satisfies the mandatory feature and technical requirements.

5.0 PAYMENT INFORMATION

See **Attachment 2**: Judicial Council Standard Terms and Conditions, Appendix B, Pricing and Payment.

The Judicial Council standard business payment terms are net sixty (60) days after receipt of correct invoice.

The Judicial Council may pay annual software subscription in advance upon receipt of an invoice for each authorized 12-month period.

6.0 SUBMISSIONS OF PROPOSALS

6.1 Proposals should provide straightforward, concise information that satisfies the requirements of the “Proposal Contents” section below. Emphasis should be placed on conformity to the RFP’s instructions and requirements, and completeness and clarity of content.

6.2 The Proposer must submit its proposal electronically in two parts, the technical portion and the cost portion.

A. **Technical Proposal.** The Proposer must submit their Technical proposal **as a separate attachment** from the Cost Proposal to an email sent to: solicitations@jud.ca.gov

- 1) The proposal must be signed by an authorized representative of the Proposer.
- 2) The Technical Proposal must include all components required in Section **7.1-7.3**.
- 3) The Proposer must indicate on the Subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments

B. **Cost Proposal.** The Proposer must submit their Cost Proposal via email sent to: RFP-CIP-2022-39-DM-COSTS@jud.ca.gov

marked “COST PROPOSAL”, separate from the technical proposal.

- 1) The Cost Proposal must be signed by an authorized representative of the Proposer.
- 2) The Cost Proposal must include all components required in **Section 7.4**.
- 3) The Proposer must indicate on the subject line of the submission email the RFP title and number and also indicate the RFP number and title on the Proposal attachments.

6.3 Submission acceptance will be based on the date and time the emails are received by the Judicial Council. Both emails must be received no later than the due date and time.

Late proposals will be rejected. Only written proposals via email will be accepted. Proposals may not be transmitted by fax.

6.4 The Judicial Council reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the Judicial Council or the State of California responsible for the cost of preparing the proposal. Submitted proposals may be retained for official files and may become a public record.

7.0 PROPOSAL CONTENTS

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

7.1.1 Cover Letter that includes:

- i. The Proposer’s name, address, telephone and fax numbers, and federal tax identification number. Note that if the Proposer is a sole proprietor using his or her social security number, the social security number will be required before finalizing a contract.
- ii. Name, title, address, telephone number, and email address of the individual who will act as the Proposer’s designated representative for purposes of this RFP.
- iii. A minimum of two (2) clients to serve as references for whom the Proposer has conducted similar services. References are to include names, addresses, telephone numbers and the email address of a

contact person for each client. The JCC may contact referenced clients when reviewing an offer to verify the information provided.

- iv. Resume for each individual proposed to work on this project. Resumes should include a person's education, any applicable credentials and/or certifications, current work history and a summary of experience and knowledge to support the project.
- v. Statement of Proposer's experience on similar assignments and at least two examples of the management system in actual use.
- vi. Provide an overview of your software: describe the features, functions, capabilities of your software as they relate to the service requirement stated in Section 2.2 above.
- vii. Provide additional information about your software that are relevant to the requirement of this RFP.
- viii. Provide a description of data backup plans.

7.2 Acceptance of the Terms and Conditions.

- i. On **Attachment 3**, the Proposer must check the appropriate box and sign the form. If the Proposer marks the second box, it must provide the required additional materials. An "exception" includes any addition, deletion, or other modification.
- ii. If exceptions are identified, the Proposer must also submit (a) a red-lined version of the Terms and Conditions that implements all proposed changes, and (b) a written explanation or rationale for each exception and/or proposed change.

Note: A material exception (addition, deletion, or other modification) to any of the Terms and Conditions may render a proposal non-responsive. The JBE, in its sole discretion, will determine what constitutes a material exception.

7.3 Certifications, Attachments, and other requirements.

- i. The Proposer must complete the General Certifications Form (**Attachment 4**) and submit the completed form with its proposal.
- ii. If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor

conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. **The Contractor shall provide a copy of their Certificate of Status with the Secretary of State of California.** The Judicial Council may verify by checking with California's Office of the Secretary of State. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.

- iii. The Proposer must complete the Payee Data Record form (**Attachment 5A**) and submit the completed form with its proposal.
- iv. Proof of financial solvency or stability (e.g., balance sheets and income statements).
- v. The Proposer must complete the Darfur Contracting Act Certification (**Attachment 11**) and submit the completed certification with its proposal.

7.4 Cost Portion. The following information must be included in the cost proposal:

- i. **Attachment 7: Pricing Sheet** must be completed and included as part of the RFP proposal.
- ii. A detailed line-item budget showing total cost of the proposed services.
- ii. A full explanation of all budget line items in a narrative entitled "Budget Justification."
- iii. The Proposer's pricing proposal (**Attachment 7**) must cover the total cost of:

a. The initial 3-year term (**billed annually**)

Year 1: June 1, 2023 – May 31, 2024

Year 2: June 1, 2024 – May 31, 2025

Year 3: June 1, 2025 – May 31, 2026

b. Each optional 1-year renewal (**billed annually**) of the optional two single year renewals

Year 4: June 1, 2026 – May 31, 2027

Year 5: June 1, 2027 – May 31, 2028

- c. If multi-year pricing is not available, please provide the maximum annual percentage of increase for the initial 3-year term and the optional two single year renewals

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

8.0 OFFER PERIOD

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

9.0 EVALUATION OF PROPOSALS

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

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

If a contract will be awarded, the JBE will post an intent to award notice at: www.courts.ca.gov/rfps.htm

CRITERION	MAXIMUM NUMBER OF POINTS
Cost/Pricing (Attachment 7 and supporting documents)	50
Data backup plans and Quality of proposal (Completeness and inclusion of required information in conformance with the RFP submission requirement; and clarity of the proposal content)	5
Software Demonstration and Evaluation by Auditor Panel (Attachment 6)	25
Acceptance of the Terms and Conditions	10
Proposer’s experience on similar project and proposed work plan	7
(“DVBE”) Incentive Disabled Veterans Business Enterprise incentive is available	3

CRITERION	MAXIMUM NUMBER OF POINTS
to qualified proposers.	

10.0 INTERVIEWS & DEMONSTRATION (Video Conference)

The JBE may conduct interviews (video conference) with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interview process will require a demonstration to demonstrate user functionality and capabilities of the proposed software and to clarify aspects set forth in their proposals. The interviews may be conducted remotely by video conference. The JBE will notify eligible Proposers regarding interview arrangements.

11.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT. Except as required by law, the JBE will not disclose (i) social security numbers, or (ii) balance sheets or income statements submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked “confidential,” “proprietary,” “copyright ©,” or otherwise, and regardless of any statement in the proposal (a) purporting to limit the JBE’s right to disclose information in the proposal, or (b) requiring the JBE to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, as set forth in this Section 11. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**

12.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE

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

Eligibility for and application of the DVBE incentive is governed by the JBE’s DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the JBE’s sole determination, Proposer has met all applicable requirements. If Proposer receives the

DVBE incentive, a number of points will be added to the score assigned to Proposer's proposal. The number of points that will be added is specified in Section **9.0** above.

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

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (**Attachment 9**). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Declaration (**Attachment 10**) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

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

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

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

If using DVBE subcontractors, the Proposer must complete and return to the JBE a copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the JBE. If the Proposer fails to do so, the JBE will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the JBE shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the JBE shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

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

13.0 SMALL BUSINESS PREFERENCE

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

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

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

If the Proposer wishes to seek the small business preference, the Proposer must complete and submit with its proposal the Small Business Declaration (**Attachment 8**). The Proposer must submit with the Small Business Declaration all materials required in the Small Business Declaration.

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

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

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

14.0 PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. The deadline for the Judicial Council to receive a solicitation specifications protest is the proposal due date. Protests must be sent to:

Judicial Council of California
Branch Accounting and Procurement
ATTN: Protest Hearing Officer, RFP #CIP-2022-39-DM
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94103

(Indicate Solicitation Number and Name of Your Firm on lower left corner of envelope.)