

REQUEST FOR PROPOSALS

RFP Number: 2024LearningMgmtSys

Issue Date: March 27, 2024

Title: LEARNING MANAGEMENT SYSTEM

Issuing Agency: Danville-Pittsylvania Community Services (DPCS)
245 Hairston Street, Danville, Virginia 24540

Direct all inquiries for information to Jennifer Thompson, Director of Compliance and Information Systems, jthompson@dpcs.org or 434-799-0456 extension 3079 by April 18, 2024. **Unauthorized contact with other DPCS staff regarding this RFP may result in disqualification of the Offeror.**

Proposals may be mailed or hand delivered only directly to Danville-Pittsylvania Community Services at the following address. Responses by email will not be accepted.

*Danville-Pittsylvania Community Services (West Wing Receptionist Area)
Attention: Mary Beth Clement, Director of Finance
245 Hairston Street, Danville, Virginia 24540*

Sealed proposals as specified on pages 9-11 must be received by DPCS no later than **April 24, 2024 at 2:00 PM. Eastern Time.** DPCS will not consider late proposals. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt. **One (1) original and one (1) copy of the response are required.**

Signed Proposal:

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Offeror:

_____ Telephone No.: _____
Email: _____
FEIN/SSN#: _____

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

This cover page must be returned with a copy of the Request for Proposal and Attachments A and F, which includes a total of 18 pages.

REQUEST FOR PROPOSAL

LEARNING MANAGEMENT SYSTEM

Issue Date: March 27, 2024

The purpose of this Request for Proposal (RFP) is for Danville-Pittsylvania Community Services (Hereinafter called the “Agency”) to solicit from qualified vendors a proposal for a Learning Management System (LMS) that will streamline its training needs for employees and applicable contracted service providers.

I. Background

The Agency is a Community Services Board that provides mental health, developmental, substance use, and prevention services to the citizens of Danville and Pittsylvania County. The Agency has approximately 300 staff including 50 supervisors and 3 system administrators.

II. Scope and Specifications of a Learning Management System

The components of a Learning Management System are listed in each section.

A. Scope of Services:

1. Ability to Monitor user progress and performance;
2. Ability to personalize the online training and learning experience;
3. Ability to easily and efficiently update eLearning modules and activities;
4. Ability to easily ensure online training and learning materials are being distributed effectively;
5. The use of automation that allows users to forget about tedious, repetitive tasks such as user enrollment and certification distribution;
6. Tracking and reporting course completion and tracking learning milestones;
7. Ability to assign courses to specific users and/or groups of users;
8. Leverage the content the Agency has already created by turning presentations into functional courses;
9. Easily show completion dates and certifications per user;
10. Ability to use with any operating system, device, and browser;
11. Ability to use mobile phones and tablets for course completion;
12. Dashboard to provide at-a-glance display of important Learning Management System information on a single screen;
13. Allow online assessments tied to courses;
14. Ability to create digital tests with different question types and automatic marking;
15. Ability to force the user to re-review the material once they have failed the test twice;
16. Ability to support user single sign-on capability via Active Directory. If single sign-on is not available via Active Directory, the Learning Management System vendor will set up usernames and passwords in the system;
17. Ability to offer Continuing Education Credits (CEUs);
18. Provides Managers access to their direct reports to see what trainings have expired or about to expire and see certifications completed;
19. Reporting capabilities (including the ability to filter trainings by category);
20. Ability to generate reminder frequency;

21. Highly interactive secured hosted environment, multimedia training provide via World Wide Web and accessible 365/24/7 for both training and administrative purposes;
22. Provide 365/24/7 access and the use of online storage facility for electronic training records;
23. Provide, at no additional charge, all user materials, training materials, reference manuals, administration guides, and any other materials necessary for the proper and successful use of the LMS;
24. Provide initial training to include but not limited to the System Administrator and other designated staff members;
25. On-line learning catalog of courses that are easy to use and related to the field of public Behavioral Health, Mental Health, Substance Use, and Developmental Disabilities including but not limited to the following topics: Clinicians, Administrative Support Staff, Case Managers, Crisis Intervention, OSHA, Corporate Compliance/Employment Law, Confidentiality/Privacy and Health, DSP Competencies, disability specific, military, cultural awareness;
26. Program instructional format for self-pacing. The LMS will have the capabilities to: stop, pause, reverse, and interrupt. The LMS should resume at the point of the content where the user stopped, paused or interrupted the program. Available on-line tutorials to guide the users through the system;
27. Provide on-site, telephone, and web-based customer and technical support as needed
28. Provide a built-in authoring tool to allow the System Administrator the ability to create interactive e-learning content to comply with industry standards. Furthermore, the training modules provided are competency-based and have blended learning capabilities;
29. 100% browser-based for the learner and the System Administrator;
30. Ability to keep track of bookmarks, scores, and results of individual questions;
31. Access to an extensive multi-level course library containing elective courses ideal for the Agency;
32. Ability to place learners in folders/groups in a hierarchical structure;
33. Ability to prevent the user from skipping directly to the test without reviewing the information;
34. Auto course assignment and self-registration capabilities;
35. Non-employee access to assigned training modules;
36. A service level that meets/exceeds 99% accessibility and operability, 24/7/365;
37. Hosting provider will proactively recommend changes and improvements to the environment to address ongoing application performance as specified; details are completed in the final negotiations of the contract;
38. All suggested or recommended sites for data center facilities are located in the United States;
39. Provide full disaster recovery within four hours at a geographically separated location;
40. Provide the process, procedures, and appropriate connectivity to ensure the seamless transition from the primary to the backup site in the event of a disaster; and,
41. The hosting partner is responsible for the backing up/restoration of data in agreement with the Agency's defined policy.

B. Reporting and Compliance

Danville-Pittsylvania Community Services needs to offer training courses with continuing education credits in accordance with regulations for Licensed Professional Counselors (LPC), Licensed Clinical Social Workers (LCSW), Qualified Mental Health Professionals (QMHP), Licensed Marriage and Family Therapists (LMFT), Nurse Practitioners, Psychiatrists, Peers, etc. Courses should be accredited by national organizations and various state regulatory boards to allow the user to obtain continuing education credit when completing a course. The Learning Management System should be accredited as an approved provider of continuing education credit for national accrediting organizations and Virginia State accreditations if applicable.

C. Implementation

1. Describe your approach to implementation.
2. Describe how you will work with us to set appropriate implementation priorities.
3. What is the average implementation timeline?
4. What resources do you need from our Agency in order to implement the system?
5. Can we migrate current data from our existing systems into your system?
6. Describe how your system is flexible and scalable to accommodate growth.

D. Customer Support

1. Describe your customer support model.
2. How is support documented?
3. What is your support team structure?
4. Please describe the escalation processes used for solving customer problems.
5. Describe your service level agreement.
6. How do customers engage with your support services? Do you have a call center? Do you provide real-time chat functionality? Do you provide a web portal for customers to submit incidents?
7. What is your supports services' average response time?
8. What are the hours of support operation?

E. Training

1. Describe the proposed approach to training administrative and end users.
2. What online learning options are available?
3. What resources and documentation are available?
4. Describe how you provide training directly or through a third-party.
5. What is the estimated time per user spent on training?

F. Technology/Integrations

1. Is your system cloud-based?
2. Are we able to make modifications to any system portal after implementation? Are updates easily made by non-technical users?
3. Do you have any Business Continuity/Disaster Recovery solutions in place? Do you have a backup hosting facility? What is your RPO and RTO?
4. What browsers are currently supported? How long is the notification window for sunset of browser support?
5. Is your learning management system mobile-enabled, mobile-optimized,

- mobile responsive or none of the above?
- 6. How often is your customer application updated?
- 7. Please describe how releases and or updates are presented to customers.
- 8. What is the process for customers to influence your roadmap for future feature enhancements?
- 9. What are the data storage limits associated with your system?

G. Security

- 1. Have you completed a SOC 2 Type II audit? If so, please include the attestation of compliance and report.
- 2. Is this a shared instance with other clients?
- 3. Is data encrypted at rest and in transit?
- 4. What are your system's built-in security provisions?
- 5. What security audits do you complete and how often?
- 6. How do you manage crises' related to your system (data breaches, data deletion, etc.)?
- 7. How do you protect personal data stored in your system from breaches, losses etc.?
- 8. Who has access to data we store in your system? Is any data sent to or sold to any third parties?
- 9. Can we have different levels of access (Role Based Access Controls)?
- 10. Do you support single sign on?
- 11. Does the system allow for different levels of access for our users? How is this controlled?
- 12. How is access to the system monitored?
- 13. What notifications do you provide customers concerning upgrades?
- 14. What is the upgrade/new release frequency in your system?
- 15. What is the standard downtime between release upgrades?
- 16. What are your average system response times?

III. Compensation and Method of Payment

The Contractor will invoice DPCS on a monthly basis and will be paid thirty (30) days from the receipt of the invoice. The Contractor will provide a completed IRS Form W-9 to DPCS in order to receive the first payment of the contract period and will update the IRS W-9 annually thereafter. Maintenance fees will be prorated to monthly amounts and contractor will invoice DPCS monthly for the fees.

IV. Compliances

Contractor agrees to comply and shall ensure that its employees or other persons providing Services comply with all applicable federal, state, and local laws, regulations, rules, policies, and procedures, including, but not limited to, the following:

- A. Anti-discrimination: Contractor shall conform to the provisions of the Titles VI and VII of the Federal Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, Executive Order 11246, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the Virginia Public Procurement ACT (VPPA). No person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, faith based status or any other

basis prohibited by law will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor;

- B. Immigration: Contractor certifies that it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986;
- C. The Virginia Freedom of Information Act and the Virginia Privacy Protection Act;
- D. Drug-Free Workplace: During the performance of this contract, Contractor agrees to: (i) provide a drug-free workplace for Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include in the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

V. Insurance and Indemnification

- A. The Contractor shall, at the Contractor's own expense, maintain insurance to protect itself and Danville-Pittsylvania Community Services from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. A certificate of coverage is required prior to contract initiation and is to be maintained throughout the contract period:

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation and Employer's Liability- \$500,000 each accident; \$500,000 each employee and \$500,000 policy limit.
 2. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.
- B. It is expressly understood and agreed the Agency will not furnish Contractor with liability insurance, or any other insurance coverages, to protect Contractor from claims which may arise from Contractor's activities under this agreement.

C. The Contractor agrees to indemnify and hold harmless the Agency and its directors, officers and employees from any and all claims caused or resulting from willful misconduct or negligent acts or omissions of the Contractor, its employees, agents and permitted assigns, together with all costs, reasonable counsel fees, expenses, and liabilities incurred in connection with any such action if brought against the Agency by reason of any such claims or causes of action. The Agency shall promptly notify the Contractor of any such claims. The Agency shall reasonably cooperate and assist the Contractor in investigating such claims to the extent permitted by law. Moreover, the Agency will promptly give the Contractor an opportunity to defend the same with counsel chosen by the Contractor and reasonably acceptable to the Agency. If the Contractor fails to defend a claim within a reasonable time after receiving notice, the Agency shall be entitled to assume the defense thereof, the cost of which shall be reimbursed to the Agency by the Contractor, together with all costs, reasonable counsel fees, expenses, and liabilities incurred in connection with such defense. The provisions of this paragraph shall, specifically and without limitation, survive the termination or expiration of the Contractual Agreement.

VI. Limitation of Liability

The Agency shall not be liable for damages to property or injury to persons sustained as a result of the Contractor's performance under the Contractual Agreement, except where such damages or injury were proximately and directly caused by the willful misconduct or gross negligence of the Agency. The Contractor renders services to residents at the Contractor's own risk and assumes all risk of loss. The Agency shall not be responsible or liable to the Contractor for any loss or damage that may be occasioned by or through the acts of residents receiving services from the Contractor. All personal property belonging to the Contractor shall be at the sole risk of the Contractor, and the Agency shall not be liable for the theft or damage to the Contractor's property. The Contractor agrees that any insurance covering the Contractor's personal property shall be the Contractor's sole responsibility. The provisions of this paragraph shall, specifically and without limitation, survive the termination or expiration of the Contractual Agreement.

VII. Miscellaneous

- A. Subcontracting and Assignment. Contractor shall not assign its interest in this agreement or subcontract any Services without the express written consent of the Agency. In the event Contractor desires to subcontract all or some part of the Services, Contractor shall furnish the Agency with the names, qualifications, and experience of the proposed subcontractor(s). In the event of a subcontract, Contractor shall remain fully liable and responsible for the Services performed by the subcontractor(s) and shall ensure compliance with all the requirements of this agreement by the subcontractor(s).
- B. Severability. Each paragraph and provision of this agreement is severable by mutual agreement of the Agency and Contractor; and if any provision is declared invalid, the remaining provisions shall nonetheless remain in effect.
- C. Entire Agreement. This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or binding effect upon any of the parties.

- D. **Modification.** This agreement shall not be modified, altered, changed, or amended unless in writing and signed by both parties.
- E. **Governing Law and Venue.** Contractor and the Agency agree that the laws of the Commonwealth of Virginia shall govern the validity and construction of this agreement. Any dispute resulting from this agreement, its interpretation, or performance, shall be brought only in the courts of the City of Danville.
- F. **Transacting Business in Virginia.** If Contractor is a stock or nonstock corporation, limited liability company, business trust or limited partnership, or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity, if so required by Title 13.1 or Title 50 of the Virginia Code, or if otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- G. **Nondiscrimination of contractors.** An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of the objection, access to equivalent goods, services, or disbursements from an alternate provider.
- H. **Anti-discrimination.** By submitting a proposal, the offeror certifies to the Agency it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act, and Section 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, section 2.2-4343, 1E*).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the

contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.
- I. Ethics in public contracting. By submitting their proposal, the offeror certifies their proposal is made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- J. Debarment status. By participating in this procurement, the vendor certifies they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods or services covered by this solicitation. Vendor further certifies they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- K. This procurement is being conducted on behalf of the Agency and other public bodies in accordance with section 2.24304 of the Virginia Public Procurement Act.
- a. If approved by the Contractor, the resulting contract may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract. Failure to extend a contract to another public body will have no effect on consideration of the Offeror's proposal.
 - b. Upon Contractor approval, any public body using the resulting contract may execute a separate contract with the Contractor to include additional terms and conditions required by statute, ordinance or regulation; or to remove terms and conditions which may conflict with its governing statutes, ordinances or regulation. If the additional terms and conditions are unacceptable to the Contractor, the Contractor may withdraw its consent to extension of the contract to that public body.
 - c. The Agency, its officials and staff are not responsible for placement of orders, invoicing, payment, disputes or any other transactions between the contractor and the public bodies; and in no event shall the Agency, its officials or staff be responsible for any costs, damages or injury resulting to any party from the use of an Agency contract.

VIII. Instructions

Submission and Receipt of Proposals

- A. The Agency will not accept oral proposals, nor proposals received by telephone, FAX machine, or other electronic means. Submittals/sealed responses including one (1) original and one (1) copy marked 'RFP#2024LearningMgmtSys' Request for Proposal, will be received no later than 2:00 PM, Eastern Time, on April 24, 2024, addressed to:
- Danville-Pittsylvania Community Services
West Wing Receptionist
Attn: Mary Beth Clement, Director of Finance
245 Hairston Street
Danville, Virginia 24540
- Mark the outside of the envelope with RFP #2024LEARNINGMGMTSYS and proposal subject, 'LEARNING MANAGEMENT SYSTEM'.
- B. No changes are allowed to proposal once submitted. If error is noticed prior to proposal deadline, the proposal must be withdrawn and then reissued.
- C. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by the Senior Secretary at the West Wing Front Desk before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the Agency from requesting additional information at any time during the procurement process.
- D. The submission/response submitted MUST include the cover sheet, page 1 of this Request for Proposal document, signed and completed by an individual authorized to bind the offeror and all subsequent pages 2 through 18. All proposals submitted without such signature will not be considered.**
- E. The time proposals are received shall be determined by the time clock stamp in the West Wing Receptionist's office. Offerors are responsible for insuring that their proposals are stamped by the West Wing Receptionist by the deadline indicated.
- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understands the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
- H. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment F)

- I. A proposal may be withdrawn by the Offeror any time prior to the time and date set for the receipt of proposals. The Offeror shall notify the Director of Finance, Mary Beth Clement, in writing of its intentions.
- J. Offerors requesting clarification or interpretation of the proposal general terms, conditions, scope of services or drawings shall make a written request which shall reach the Director of Compliance and Information Systems by April 18, 2024. Any changes to the proposal shall be in the form of a written addendum issued by the Agency and it shall be signed by the Director of Compliance and Information Systems and the Director of Finance. Each Offeror is responsible for determining that it has received all addenda issued by the Agency before submitting a proposal.
- K. All late proposals received by the West Wing Receptionist shall be returned to the Offeror unopened. Proposals shall be open to public inspection only after award of the Contract.
- L. In the event the Agency is not operating under normal staffing levels or if the location for receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.
- M. If you are an individual with a disability and require a reasonable accommodation, please notify Mary Beth Clement, Director of Finance, at (434) 799-0456, three working days prior to need.
- N. Any proposal submitted MUST include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
- O. Proposals shall NOT be accepted via fax or e-mail.
- P. For information pertaining to the decision to award on this procurement transaction, offerors may access public notification electronically at www.dpcs.org. The Agency will post the award announcement decision on the website for a minimum of ten days after award.

Q. Submittal Format

In order to be considered for selection, the Offeror must submit a complete response to this request which includes one (1) signed original and one (1) copy and must include the signed cover page and Pages 2 through 18 which includes Attachments A thru F of the Request for Proposal.

IX. Evaluation Criteria

- A. Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that DPCS may properly evaluate your capabilities to provide the required goods/services.

- B. All Responses to this REQUEST FOR PROPOSAL will be evaluated based on, the following factors:
- a. Cost
 - b. Functionality of standard equipment and features to meet specific needs
 - c. Availability of additional capabilities to add as needed
 - d. System growth and expansion
 - e. Ease of use
 - f. Availability of support staff for installation/implementation, maintenance, and customer service
 - g. Overall reputation in the industry
 - h. Experience and expertise with the product being offered
 - i. Service and support resources, including training
 - j. References for implementation/support to equivalent employee base and similar organization (political subdivision, non-profit, etc.)
 - k. Implementation Plan
 - l. Quality of proposal submission

X. Award Procedure

Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, the Agency shall select the offeror which, in its opinion, has met the evaluation criteria in Section IX and award the contract to that offeror.

The Agency reserves the right to request additional information from any Offeror that the Agency considers necessary to make an informed decision about its qualifications. However, the Agency may make its decision without further contact with the Offeror. Therefore, the Offeror must submit with its proposal all information requested in enough detail to clearly demonstrate its qualifications.

Any proposal in response to this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

The award notification will be posted on the procurement page of the Agency website at <http://www.dpcs.org>.

REQUEST FOR PROPOSAL

LEARNING MANAGEMENT SYSTEM

Attachment A: Offeror Form of Organization/Information

Legal Name of Offeror: _____

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW, per the definitions listed:

- SMALL BUSINESS WOMEN-OWNED BUSINESS MINORITY-OWNED BUSINESS
 SERVICE DISABLED VETERAN LARGE NONPROFIT NONE OF THE ABOVE

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER _____ DATE

DEFINITIONS - For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Large business" means any non-women- or minority-owned, or service-disabled business as defined above or any business having more than 250 employees or more than \$10 million in gross receipts averaged over the previous three years.

Nonprofit means a corporation or an association that conducts business for the benefit of the general public without shareholders and without a profit motive.

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Attachment B: Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

_____ a corporation or other business entity with the following SCC identification number: -OR-

_____ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust –OR-

_____ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror s out-of-state location –OR-

_____ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

_____ ****NOTE**** » Check this line if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the local governing body reserves the right to determine in its sole discretion whether to allow such waivers).

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Attachment C: Offeror Background Information

Offerors MUST respond to all of the following items/questions.

1. List your company's legal name, address, and telephone number. Include website information and the federal tax identification number.
2. How long has your company been in business and a brief history of the business?
3. Do you install/host/maintain the product or use business partners? If you use a business partner, you must supply the same company information being required for you to submit.
4. How many customers do you support? How many customers have 300-500 employees?
5. Describe your plans for future product development and support
6. Describe your capability to comply with GDPR, data encryption and backup operations.
7. Include in your response how your company will meet the needs specified in the Scope of Services on pages 2 through 5 of this document.
8. Any additional information needed to help evaluate your company

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Attachment D: References

Reference #1 : Name: _____

Description of customer project including price: _____

Name of Contact Person: _____ Telephone Number: _____

Contact Email: _____ Dates work performed: _____

Reference #2 : Name: _____

Description of customer project including price: _____

Name of Contact Person: _____ Telephone Number: _____

Contact Email: _____ Dates work performed: _____

Reference #3 : Name: _____

Description of customer project including price: _____

Name of Contact Person: _____ Telephone Number: _____

Contact Email: _____ Dates work performed: _____

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ATTACHMENT E

Proposal Pricing Spreadsheet

	First Year	Second Year	Third Year	Fourth Year	Fifth Year
Software License Fees					
Implementation Fees					
Training Fees					
Support Fees					
Maintenance Fees					
Additional Third-Party Software Fees					
Customization Fees					
Other Fees					
Total Cost Per Year					

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ATTACHMENT F

PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF COMPANY/OFFEROR: _____

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code §2.2-4342.F in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page number(s) and state the reason(s) why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given reasonable time, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE