REQUEST FOR PROPOSALS

Integrated Performance Management and Learning Management System

I. REQUEST FOR PROPOSALS

A. Defined. The State of Minnesota –State Court Administrator’s Office (SCAO) is using a competitive selection process (referred to herein as the “Request for Proposals” or “RFP”) to select the vendor responsible for an integrated performance management and learning management system. This is not a bid, but a Request for Proposals that could become the basis for negotiations leading to a contract with a vendor to provide the tool and services described in this document.

B. Right to Cancel. The state is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The state reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the state shall not have any liability to any proposer for any costs or expenses incurred in conjunction with this request for proposals or otherwise. The state also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

II. PROJECT OVERVIEW

A. Minnesota Judicial Branch. The Minnesota Judicial Branch (MJB) has 10 judicial districts with 289 district court judgeships, 19 Court of Appeals judges, and seven Supreme Court justices. The MJB is governed by the Judicial Council, which is chaired by Lorie S. Gildea, Chief Justice of the Minnesota Supreme Court. The Minnesota Judicial Branch is mandated by the Minnesota Constitution to resolve disputes promptly and without delay. In 2015, there were more than 1.2 million cases filed in district courts in Minnesota. For more information please visit www.mncourts.gov.

B. State Court Administrator’s Office. The mission of the State Court Administrator’s Office (SCAO) is to provide leadership and direction for the effective operations of the MJB through support of the Judicial Council, oversight of all SCAO divisions, and coordination of legislative relations, ensuring the provision of sound legal advice, and monitoring branch financial practices through the use of regular internal audits.
The State Court Administrator plans for statewide Judicial Branch needs, develops and promotes statewide administrative practices and procedures, oversees the operation of statewide court programs and strategic initiatives, and serves as a liaison with other branches of government.

C. **Background.** The MJB is seeking an integrated performance management system and learning management system to benefit the MJB by providing a centralized platform for learning and development and performance review, coaching, and feedback processes, as well as potential additional Human Resources (HR) system integrations. We are seeking a system that will be able to integrate performance and learning data from our current system. Selected vendor will by based in the contiguous 48 United States and meet data security requirements of Minnesota Judicial Branch.

### III. PROJECT GOAL

A. A secure integrated performance management and learning management platform for learning, development, performance reviews, coaching, goal tracking, feedback processes, as well a human resources information system (HRIS) integrations.

B. An improved learning management system which will provide easier access to class registration, transcripts, evaluations, etc. for both employees and education staff. Education staff will save time by a less cumbersome entry of courses and information. Performance management forms and processes will be efficiently set up and maintained by HR.

C. An easy and intuitive performance management and learning system, which will require less time for supervisors and staff navigating the system and focusing on the actual entry of performance information.

### IV. PROJECT DELIVERABLES

A. **An organization-wide integrated** performance and learning management system. New software will provide the following:

1. Smooth integration between connected systems (i.e. learning and performance systems) with a clean, intuitive interface.
2. Provide entry and repository for performance reviews, multi-rater feedback, peer feedback, goal setting and goal tracking.
3. Ability for manager to access all past evaluations and self evaluations for individual employees.
4. Provide reporting capability for tracking performance and goal data.
5. Provide tools for collecting coaching notes and manager feedback on performance and goals.
6. Ability to add documents to employee or personal file.
7. Ability to manage security by role (employee, manager, administrator, etc).
8. Automated prompts and reminders of tasks to be completed; preferably linked to Microsoft Outlook. Ability to customize Microsoft Outlook messages, preferably with links back to performance system.

9. Ability to add hyperlinks in performance reviews and goal documents.

10. Recognition function – ability for any user to send recognition to any other user.

11. Spell check and dictionary, preferably with ability to customize and remember additions.

12. Capability to interface with other systems, such as PeopleSoft.

13. Links to performance management and goal setting tools for employees and supervisors and managers.

14. Ability to cascade from strategic goals in all performance review documents.

15. Ability to export to PDF and Excel; ability to print from system.


17. Customizable comment fields.

18. Ability to add courses from the learning management system to the performance management system (development plan integration).

19. Ability for multiple supervisors to rate one individual employee, or transfer to each other.

20. Provide a centralized location for all Minnesota Judicial Branch training and education programs.

21. Easy to register for courses; easy to navigate and search.

22. Ability to create business rules to define access in course catalogs and a dynamic organization of course catalogs.

23. Ability to do an advanced search and filter on learning activities in the course catalogs.

24. Ability to create workflows and approvals for courses.

25. Ability to send direct links to registration pages.

26. Ability to group learning modules.

27. Ability to set learning paths, with users able to track progression.

28. Ability to email deep links of content to students and embed deep links into documents.

29. Ability to assign content to individuals and/or groups of employees.

30. Ability to track a variety of different types of credits.

31. Ability to build quizzes into the learning management system.

32. Ability to create and send surveys from the learning management system.

33. Ability for employees to add external and informal trainings to their transcripts.

34. System ability to send customized automatic email reminders for trainings; integrate with Outlook calendars; Webex; MS SharePoint; SkillSoft, and other learning tools.

35. Instructor ability to email students, print student course lists, and update course attendance and information.

36. Ability to prioritize registration prior to approval.
37. Integrate system with other HR/Finance systems.
38. Ability to keep archived learning records.
39. Ability to track faculty teaching hours.
40. Ability to add field for course registration fees and hotel arrangement information.
41. Provide the ability to automate, manage and track training and development (rosters, enrollment, completion).
42. Provide the ability to offer, manage and track on-demand, e-learning and performance support material.
43. Provide the ability to build reporting, including benchmarks, cost-benefit analysis, learning program evaluation.
44. Provide the ability to apply consistent education/training reporting standards across the organization.
45. Fully integrated performance and learning management system to link development plans to performance reviews.
46. Ability to host on-demand and e-learning opportunities.
47. Project plan, including milestones, communication plan, issues list, weekly status reports as determined in consultation with project leadership.
48. Requirements document establishing the breadth and depth of the project.
49. On site, written or web-based training for content contributors.
50. Development of service/maintenance agreement and what occurs after the service/maintenance agreement expires.
51. Ability to allow users to access system through a single sign on and through Citrix.

V. Administrator Functions to include:
1. Ability to customize branding, welcome page, etc.
2. Ability to upload data from PeopleSoft payroll system.
3. Login as a user to view their screen for troubleshooting/assistance.
4. Ability to “roll-back” changes.
5. Ability to login as the supervisor or user; ability to “undo” and fix.
6. Ability to “remote in” or have a similar functionality to see what users are experiencing.
7. Ability to retrieve data (unarchive, etc.)
8. Ability to create and add new and customized processes.
9. Ability to customize and score competencies.
10. Electronic sign off for all parties in all processes.
11. Electronic unloadable pathing.
12. Ability to filter list of processes.
13. Ability to see when forms, processes, etc. were last updated/modified (date/time stamp).
14. Ability to have simple coding or no coding for inserting hyperlinks, formatting paragraphs and text, etc.
15. Ability to easily sort, filter, and report by location specific processes.
16. Ability to group different employees (new hires, focal point employees, etc.) and to easily add/remove groups from different processes.

17. Ability to have differing timelines for processes; scheduled and customized. Ability to program in process timelines to have all forms conform to those guidelines.

18. Option to update personnel changes across all processes simultaneously or one by one.

19. Ability for the Administrator to make a process change for someone on extended leave (suspend/delay the process).

20. Microsoft Outlook integration; Active Directory integration.

21. Administrator can make process and form changes without outside support.

22. Ability to upload group registrations and course content.

23. Ability to create and print course lists, certifications.

24. Reporting ability for learning management system – course credit status; enrollment; course lists; certifications, etc.

25. Ability to upload SCORM and AICC content; ability to edit SCORM files.

26. 24/7 technical assistance; customer assistance portal to submit tickets for service including online resources.

27. Data migration of existing course content into new system.

VI. TRAINING for Integrated Performance Management and Learning Management System

A. Create training materials and train on the integrated performance management and learning management system functionality and processes.
   • Training for technical staff supporting application.
   • Training for business staff to use processes.
   • Training for content contributors and Webmaster.
   • Create overview communication plan.

VII. SUBMISSION REQUIREMENTS.

A. General Requirements – each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. Certificate of Insurance. Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor’s RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§
2. **Affirmative Action Certification.** If the vendor’s proposal exceeds $100,000.00, the RFP response must include a completed Affirmative Action Statement and Certificate of Compliance, which are attached as Appendix I.

3. **Non-Collusion Affirmation.** Vendor must complete the Affidavit of Non-Collusion (Appendix II) and include it with its RFP response.

4. **Contract Terms** – acknowledgment of a and b. The State’s proposed contract templates are set forth in Appendix III (contract) and Appendix IV (subcontractor participation agreement). No work can be started until a contract (and where necessary a subcontractor participation agreement), in the form approved by the State Court Administrator’s Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The templates included in the appendices are sample forms and are not to be interpreted as offers.

   a. By submitting a response to this RFP, Vendor accepts the standard terms and conditions and contract set out in Appendices III and IV, respectively. Much of the language included in the standard terms and conditions and contract reflects requirements of Minnesota law.

   b. Vendors requesting additions or exceptions to the standard terms and conditions or contract terms shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor’s ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions to the standard terms and conditions and contract language with the highest scoring Vendor during contract negotiation.

   c. The State shall identify any revisions to the standard terms and conditions and contract language in a written addendum issued for this RFP. The addendum will apply to all Vendors submitting a response to this RFP. The State will determine any changes to the standard terms and conditions and/or contract.

5. **Evidence of Financial Stability.** Vendor’s RFP must provide evidence of Vendor’s financial stability as an indicator of Vendor’s ability to provide...
services irrespective of uneven cash flow. Financial Stability-Related Trade Secret. The Rules of Public Access to Records of the Minnesota Judicial Branch permit vendors to submit evidence of financial stability as trade secret information according to the following:

a. The evidence-of-vendor's-financial-stability must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;

b. The vendor submits the evidence-of-vendor's-financial-stability on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-stability as "confidential;"

c. The evidence-of-vendor's-financial-stability is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. Proposals, once opened, become accessible to the public except for financial stability information submitted in accordance with this section. Please also note that if a vendor’s proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

6. **Evidence of Security Measures.** Vendor’s RFP must provide evidence of Vendor’s security measures as an indicator of Vendor’s ability to provide security for judicial branch records. MJB rules of public access permit vendors to submit evidence of security measures as trade secret information according to the following:

a. The evidence-of-vendor's-security-measures must qualify as a trade secret under Minn. Statute § 325C.01 or as defined in the common law;

b. The vendor submits the evidence-of-vendor's-security-measures on a separate document (but as part of their complete submission) and marks the document(s) containing only the evidence-of-vendor's-financial-security measures as "confidential;"
c. The evidence-of-vendor's-security-measures is not publicly available, already in the possession of the MJB, or known to or ascertainable by the MJB from third parties.

Except for financial stability information submitted in accordance with the prior section and security measures information submitted in accordance with this section, do not place any information in your proposal that you do not want revealed to the public. The yes/no/N/A responses in the security questionnaire will be considered publicly accessible. Proposals, once opened, become accessible to the public except for financial stability information and security measures information submitted in accordance with the requirements in this document. Please also note that if a vendor’s proposal leads to a contract, the following information will also be accessible to the public: the existence of any resulting contract, the parties to the contract, and the material terms of the contract, including price, projected term and scope of work.

B. **Project-Related Submission Requirements** - each response must include the following or it may be excluded from moving through to the next phase of response scoring:

1. A cover sheet including vendors’ contact information, email address, business address, and phone numbers. Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements;

2. An overview that reflects the vendors’ understanding of the efforts described in this Request for Proposals and the project deliverables;

3. A detailed explanation of how the Vendor proposes to meet the Project objectives and requirements set forth above, including descriptions of the methodology that will be used and examples of the deliverables that will be produced;

4. A workplan and project timeline, with identification of tasks to be performed and/or services to be provided by the Vendor, timeframes to complete performance of identified tasks, anticipated key milestones and an estimate of the earliest start date following execution of a contract.
5. A detailed explanation of the terms of the warranty for new development software, including defect management, and enhancement requirements;

6. Provide a not-to-exceed cost to include identification of the assumptions made and the rationale used to prepare the estimate;

7. A description of completed similar projects that demonstrate the Vendor’s experience and area of expertise, including Vendor’s ability to provide the stated deliverables;

8. At least three (3) client references with appropriate contact information that the Vendor has performed work for in the past three (3) years and that can attest to vendor ability to complete work as stated;

9. A written statement acknowledging either no conflict of interest or identifying any conflicts of interest as it relates to this project;

10. A clear description of the licenseing structure including detailed explanation of what is included in each license (Ex., Individual vs. enterprise license).
   a. Include individual cost proposal for each licensing component.

11. A clear description of what is included in both maintenance and support for a five year period.

12. a. Include individual cost proposal for each year.
    b. Include specific information covered under each category.

13. A clear description of system cyber security measures, incidents and remediation processing including:
   a. For the solution you are proposing, describe the available proactive alerting and monitoring capabilities on the core system, individual components and distributed devices and detail how notifications will be distributed.
   b. Provisions to ensure that internal traffic can be rerouted or reconnected in the event of a system, network or major component failure.
c. Describe the failure rate and root cause of the top ten most frequently occurring reasons for system or component failure from past experiences in the last two years.

d. Describe security recommendations for the solution you are providing including but not limited to:

1. Access Control (E.g., a user is only able to access their own case information),


e. Describe recommendations for optimizing the efficiency and security of data transfers by vendor.

f. For hosted solution;

1. Clearly describe the data center specifications including verification that it resides in the contiguous lower 48 United States.

2. Clearly describe organizational cyber security certifications (I.e., Are you FedRamp certified?).

3. Separate cost proposal for an on premise solution.

g. Describe environmental requirements for optimal functioning of hardware and software.

14. Appendix C – Vendor Security Compliance Questionnaire;

C. Pricing, Risk of Loss

1. All prices quoted must be firm and not subject to increase unless otherwise provided for in this RFP. Price reductions must immediately be passed on to the State whenever they become effective. Prices must be quoted in United States currency.
2. Travel, administrative, overhead and other related charges and expenses shall be included in the prices set forth in the proposal.

3. A unit price and a total for the quantity must be stated for each item quoted. In case of an error in the extension or total, the unit price prevails.

4. No more than one unit price may be quoted on any one item unless otherwise provided for in the RFP.

5. DO NOT INCLUDE sales tax in pricing. The STATE holds Direct Payment Permit 1114 and pays tax directly to the Department of Revenue.

6. The State is relieved of all risks of loss or damage to the equipment during periods of transportation, installation, and during the time the equipment is in possession of the State, unless and until such time as unencumbered title for the goods are vested in the State and the goods are in exclusive possession of the State.

VIII. PROPOSAL EVALUATION.

A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered. In some instances, an interview or demonstration may be part of the evaluation process.

B. The first part evaluation will be limited strictly to the general submission requirements and project specific requirements as outlined in Section VI, A & B.

C. The second part evaluation of all proposals shall be based upon deriving the “Best Value” for the State. Best Value means achieving an appropriate balance between price and other factors that are key to a particular procurement. A procurement that obtains a low price but does not include other necessary qualities and features of the desired product or service does not meet the Best Value criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:

1. Vendor’s industry experience and previous experience in performing similar work;

2. Thoroughness, quality, specificity, robustness, flexibility of Vendor’s approach/ methodology;

3. Cost estimate;
4. Vendor’s product and/or service delivery methodology;

5. Reliability of product or service;

6. Closeness of fit with technical requirements;

7. Financial stability of the organization; and

8. Vendor’s past performance and client references.

D. The State reserves the right to determine, at its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.

E. The State reserves the right to request additional information from Vendors during any phase of the proposal evaluation process. During the evaluation and selection process, the State may require the presence of Vendor’s representatives at a vendor conference. During a vendor conference, a vendor may be asked to provide a demonstration of the product and/or to answer specific questions. Vendors are required to travel at their own expense to for the demonstration of the product and answer questions. Notification of any such requirements will be given as necessary.

F. The State may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the State.

IX. SUBMISSION OF PROPOSALS.

A. Proposal Timeline.

1. Posting Date on MJB Website MJB Court Public Website - Public Notice: Friday, January 6, 2017.

2. Questions Due: Friday, January 13, 2017, 4:00 p.m.

3. Answers Posted: Friday, January 20, 2017, 4:00 p.m.

4. Proposal Submission Deadline: Tuesday, January 31, 2017, 4:00 p.m.

5. Vendor conferences will be scheduled if needed.

6. Subsequent selection as soon thereafter as possible.

B. Amendments. Any amendments to this RFP will be posted on the MJB website.
C. Questions. All questions about this RFP must be submitted in writing via email to the State’s sole point of contact identified in this paragraph no later than Friday, January 13, 2017, 4:00 p.m. Other court personnel are not allowed to discuss the Request for Proposals with anyone, including responders, before the proposal submission deadline.

Deb Morse
Human Resources and Development Director
State Court Administrator’s Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota  55155
Deb.morse@courts.state.mn.us

D. Answers to Questions. Timely submitted questions and answers will be posted on the Minnesota Judicial Branch website by the end of the day on Friday, January 20, 2017, 4:00 p.m. and will be accessible to the public and other proposers.

E. Sealed Proposal and Submittal Address. Your proposal must be submitted in writing no later than Tuesday, January 31, 2017, 4:00 p.m., in a sealed envelope to:

Deb Morse
Human Resources and Development Director
State Court Administrator’s Office
25 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, Minnesota  55155
Deb.morse@courts.state.mn.us

The submission must include four (4) paper copies and one (1) electronic PDF copy either on disc or flash drive. No facsimile submissions will be accepted. Proposals delivered in person to State Court Administration should be presented to the Ground Floor receptionist and date/time stamped by the receptionist.

F. Signatures. Your proposal must be signed, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm. This can be done on vendor informational cover sheet as stated in Project Related Submission Requirements.

G. Ink. Prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the proposal.
H. **Deadline; Opening; Public Access.** Proposals must be received no later than Tuesday, January 31, 2016, 4:00 p.m.. Proposals will be opened the following business day and once opened become accessible to the public (except financial stability information submitted as a trade secret in accordance with the instructions in Section VII(A)(6) of this RFP). With the exception of evidence-of-vendor’s-financial-stability trade secret information submitted in accordance with the instructions in Section VI(A)(6) of this RFP, do not place any information in your proposal that you do not want revealed to the public. All documentation shipped with the proposal, including the proposal, will become the property of the State.

I. **Late Proposals.** Late proposals will not be accepted or considered.

J. **Selection Timeline.** Vendor selection will be as soon as possible after the proposal submission deadline.