REQUEST FOR PROPOSAL

Online training platform with risk reduction training courses, videos, and resources for municipal operations, including records management and usage analysis tools.

September 11, 2020
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Online training platform with risk reduction training courses, videos, and resources for municipal operations, including records management tools and usage analysis tools.

RFP # 2020-25

Issue Date: September 11, 2020

Due Date: September 25, 2020

Issued by:
North Carolina League of Municipalities
for and on its own behalf and that of the
Interlocal Risk Financing Fund of North Carolina (IRFFNC) and the
North Carolina Interlocal Risk Management Agency (NCIRMA)
(“Organizations”)

Except as otherwise specifically provided herein, all communications to the Organizations shall be directed through the following e-mail address:
tanderson@nclm.org
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INTRODUCTION

This Request for Proposal (RFP) describes the need for a municipal online training system for our members (Cities, Towns, and other government entities across North Carolina) to reduce risk exposures, provide loss control, and to enhance value added risk management services. The targeted audience encompasses a variety of local government employees and members including but not limited to police, fire services, public works, utilities, human resources, parks and recreation, management and supervision, and elected officials.

The purpose of this RFP is to solicit proposals from qualified vendors to provide a robust online training environment, including the tracking of training, report generation, and the ability to download data and other tracking material in a format that can be utilized by the NCLM/Organizations, for analysis and other reporting needs.

Parties interested in this RFP should have the solutions above but also the scalability to provide the solution and to address platform usage data analysis needs for NCLM’s Workers’ Compensation and Property and Casualty Pools. This product must additionally have the ability to integrate with our Blue Sky Learning Management System (LMS) via a direct integration or via NCLM’s Data warehouse to provide reporting on class enrollment, completion, credits, etc.

PROJECT OVERVIEW

The Organizations are soliciting Responses for the provision of the following services: Each submitted proposal shall outline the vendor system details, capabilities and/or service abilities with respect to the following LMS service elements:

- Provision of a secure, online training platform that provides an updated and organized library of municipal training and risk reduction topics, utilizing NCLM branding initiatives.

- User management functionality, including levels of administrative functionality both at the NCLM and member level.

- The ability to register users manually at the NCLM administrative level, individual member administrative level, and via a batch upload of multiple users at the vendor level such as during project integration.

- The system must be intuitive with easy to use administrative and user functionality.

- Vendor support with regard to training user administrators (such as webinars, one on one, etc.) providing robust customer support at the member level and NCLM administrative level.
• Report functions at the NCLM and member admin level to include active members, course completions, inactive users, courses attempted and stopped or failed. Reports should be customizable with the ability to analyze annual usage trends downloadable into spreadsheet format.

• The product must have the ability to integrate with Blue Sky LMS via a direct integration or via NCLM’s data warehouse to provide reporting on class enrollment, completion, credits, etc.

• Training certificate printable by NCLM administrative staff, individual users, and/or municipality administrators.

• Availability of North Carolina Department of Environmental Quality Water and Wastewater certification courses with reportability to the reporting office directly from the vendor management.

**NOTE:** N.C. water and wastewater employees are required to complete six (6) hours of continuing education annually to maintain their certifications. The courses have to be approved by the North Carolina Department of Environmental Quality (NCDEQ) in order for the online training to count towards their certification. The courses need to have a course number and hour(s) of credit and this information needs to be printed out on their certificate of completion.

When an employee initially registers for the online training program, they include their water and/or wastewater certificate number. The employee also must indicate if they require CE credits for certification. If they indicate that CEs are needed, any training they take, that has been approved by NCDEQ, will need to be available in an easily accessed reportable format.

Solution Requirements:

• Courses approved by NCDEQ for water and wastewater continuing education credits
• Method of reporting completed trainings to NCDEQ with the option of direct vendor reporting to NCDEQ
• Certificates of completion, to include hours and course number, for employee records
• The solution should be accessible on a variety of platforms including computers, tablets, and widely used smartphone devices.
• The proposal should include a detailed cost breakdown of how services, content, course usage, and scope of services shall be priced.
To assist with the proposal, the NCLM membership includes almost all of the municipalities in N.C. Our insurance pools are comprised of 410 municipalities in the Property and Liability Pool and 471 municipalities in the Workers Compensation Pool. There are approximately 320 member police agencies and 255 fire departments participating in one or both insurance pools. In the 19/20 FY, approximately 3000 municipal users completed approximately 18,086 online classes.

**SUBMISSION**

For proposal consideration, respondents will submit proposals electronically to Tom Anderson, Director of Risk Control, North Carolina League of Municipalities at tanderson@nclm.org, before 5:00 PM on September 25, 2020. Responses shall be opened at that time. Any questions concerning this proposal must be addressed by e-mail only to Tom Anderson at tanderson@nclm.org. You may not contact the Trustees, NCLM staff or other service providers directly concerning this Request for Proposal. Failure to adhere to this provision will result in the vendor not being considered.

All registrations, questions or comments should be directed to the same e-mail at tanderson@nclm.org. Respondents will receive copies of any replies to questions posed by other Respondents and any addenda that may be issued. Respondents whose proposals meet the evaluation criteria will be invited to demonstrate their proposed system solutions on-site or remotely.

**Deadline for Submittal & Qualifications:** Sept 25, 2020 at 5:00 PM

The Organizations will ensure that with regard to any contracts that may be entered into as a result of this RFP, no Respondent is discriminated against on the grounds of race, creed, color, national origin, age, or gender in consideration of an award.

The Organizations will evaluate Responses and will select the Qualified Respondent that meets the best interests of the Organizations. The Organizations shall be the sole judge of its own best interests, the Responses, and the resulting negotiated contract(s). The Organizations’ decisions will be final.

The intention of the Organizations is to award the business defined in this RFP; however, it will be in the sole discretion of the Organization whether to award the business.

After the selection of one or more Qualified Respondents, negotiations for contracts will commence. In the event the parties are unable to negotiate terms acceptable to the Organizations, the Organizations may elect to negotiate with other Qualified Respondents, or they may re-solicit.

It is the current intent of the Organizations, which is subject to modification, to award and renew contracts annually.
This RFP itself does not in any way constitute a contract, or an offer to contract, between the Organizations and a Respondent. However, the contents of a Response, as well as the statements made during an interview process, may be used to prepare an actual agreement between a Respondent and the Organizations.

**The following criteria will be considered in evaluating the proposals:**

Overall quality and clarity of the proposal, with regard to how completely it includes elements contained within the RFP and how well it outlines the various capabilities, limitation, etc. of the LMS.

- Administrator ease and management of new user onboarding
- The depth and flexibility of the learning management platform
- The clarity of system costs and pricing structure
- Product demo and evaluation by NCLM Staff
- The results of reference checks and recommendations
- Customer service related to technical support
- CEU credit approval for water/wastewater certification
- Usability of data and usage statistics

### 1.0 GENERAL CONDITIONS

#### 1.1 DEFINITIONS

A. In addition to those terms otherwise defined herein, the following definitions shall apply to and are used in this RFP. The definitions contained herein are applicable to the singular as well as to the plural forms of such terms, and to the masculine as well as to the feminine and neuter gender of such terms. Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neutral forms.

1) “Organizations” means the North Carolina League of Municipalities (NCLM) and the Interlocal Risk Financing Fund of North Carolina (IRFFNC) and the North Carolina Interlocal Risk Management Agency (NCIRMA).

2) “Organizations’ Authorized Representative” means the Organizations’ designated contact(s) for interaction regarding this RFP process. The Organizations’ designated contact is Tom Anderson.

3) “Qualified Respondent” means the Respondent whose Response to this RFP is deemed to be the most advantageous to the Organizations.
4) “Respondent” means any person(s) and/or business entity(ies) that submit or intend to submit a Response, and includes subsidiaries, affiliates, officers, employees, volunteers, representatives, agents, or subcontractors thereof.

5) “Respondent’s Authorized Representative” means a Respondent’s designated contact for interaction regarding this RFP process.

6) “Response” means the written document submitted by the Respondent in response to this RFP. Any verbal interactions with the Organizations apart from submittal of a formal written response shall not be considered a part of any response.

7) “RFP” means this Request for Proposals.

8) “Services” means those services described in the Project Summary.

1.2 CONDITIONS APPLICABLE TO RFP

A. By responding to this RFP, the Respondent acknowledges and consents to the following conditions related to the submission of, and to the review and consideration of, its Response.

1) This RFP is not intended and shall not be construed to commit the Organizations to procure or to contract for the provision of the Services.

2) The violation of any requirement set forth in this RFP by a Respondent may render the Response, Respondent’s selection as a Qualified Respondent, and any subsequent contract entered into as a result of the RFP voidable by the Organizations.

3) Respondents shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP or the Organizations.

4) The Organizations reserve the exclusive rights set forth below in Section 1.3.

5) All costs incurred in connection with preparation of a Response and participation in all other phases of the RFP process (including onsite presentations or negotiations) shall be borne by the Respondent.

6) The Organizations reserve the right to reject, for any reason, any and all Responses and components thereof, and to eliminate any and all Respondents from further consideration.

7) The Organizations reserve the right to reject any Response that includes incomplete or inadequate responses, or a Response that is not responsive to the requirements of the RFP.
8) The Organizations reserve the right, without prior notice, to suspend or cancel this RFP process, or to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.

9) All Responses shall become the property of the Organizations and will not be returned.

10) The Organizations may determine not to consider Responses that propose alternative services.

11) The Organizations may request Respondents to visit the offices of the Organizations for interviews or presentations.

1.3 RIGHTS OF THE ORGANIZATIONS

A. The Organizations reserve, hold, and may exercise, in their sole discretion, the following rights and options with regard to this RFP:

1) To reject all Responses or any non-responsive submittal;

2) To supplement, amend, or otherwise modify the RFP through issuance of addenda to Respondents, or to cancel or suspend this RFP with or without substitution of another RFP;

3) To waive immaterial non-conformance with the terms of this RFP;

4) To issue additional or subsequent solicitations for Responses;

5) To change or alter the schedule of any events called for in this RFP;

6) To conduct investigations of any or all of the Respondents and their Responses as the Organizations deem necessary or convenient, to clarify the information provided as part of the RFP, and to request additional information to support the information in any Response;

7) To choose not to enter into a contract or contracts for the Services, or not to proceed with this RFP process; and

8) To select one or more Qualified Respondents to participate in negotiations.
1.4 EXAMINATION OF DOCUMENTS/QUESTIONS

The Respondent must thoroughly review this RFP. If there are questions as to the meaning of the RFP or any part thereof, the Respondent may request clarification. Such request shall be directed in writing by e-mail to the e-mail address previously designated, which is tanderson@nclm.org. No phone calls will be accepted in reference to this RFP. All inquiries must reference “Online training platform” RFP # 2020-25 in the subject line.

Interpretations or clarifications in response to such questions will be issued in writing and may be in the form of a written addendum, e-mailed to all Respondents that have registered with the Organization. No person is authorized to give oral interpretations of or make oral changes to the RFP. The issuance of a written response as described herein shall be the only method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

In the event it is determined that the Organizations are subject to the North Carolina public records laws, Responses and any records related to this RFP process may become a record that is subject to public disclosure. Respondents must claim any applicable statutory exemptions to protect submittals, stating the reasons why exclusions from public disclosure are necessary and legal. The Organizations reserve the right to make any final determination on the applicability of any public records laws.

1.6 WITHDRAWAL OF RFP

A Respondent may, without prejudice, withdraw, modify or correct a Response after it has been submitted to the Organizations, provided the request and any subsequent modifications and/or corrections are filed with the Organizations in writing before the filing deadline for submittals. Responses received after the deadline may be returned unopened in the sole discretion of the Organizations. No oral modifications will be considered.

1.7 COSTS RELATED TO RESPONSES

Neither the Organizations nor their staff, consultants, or advisors (including but not limited to those individuals reviewing the Responses) shall be liable for any claims or damages resulting from the solicitation or preparation of a Response, nor will there be any reimbursement to Respondents for the costs of preparing and submitting a Response, for attending any meetings or interviews, for participating in negotiations with the Organizations or for otherwise participating in the RFP process.
1.8 SUBMITTALS BINDING

All RFPs submitted shall be binding upon the submitting Respondent for a period of 365 calendar days following the opening.

1.9 SUBMISSION OF RESPONSES

Respondents are to deliver an electronic PDF copy of the scanned original Response with all signatures and materials submitted in the RFPs. The electronic copy should be sent to tanderson@nclm.org prior to the deadline established in this RFP.

A. Responses shall include the following information.

1) A cover letter on the official letterhead of the Respondent, which shall designate the Respondent’s Authorized Representative and be signed by an officer or other individual associated with the Respondent who is empowered to sign such material and to commit the Respondent to the Response. This letter will also:

   a. Summarize in a brief and concise manner, the Respondent’s understanding of the scope of work and make a positive commitment to timely perform the work;

   b. Names all of the persons authorized to make representations for the Respondent including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Respondent must sign the Letter of Transmittal indicating the agent's title or authority. The letters should not exceed two pages in length; and

   c. State the qualifications and experience of the firm(s)/individual(s) who will provide the Services.

2) A title page showing the name of Respondent’s agency/firm, address, telephone number, and name of contact person, e-mail address, date, and the subject: “ONLINE TRAINING PLATFORM” RFP # 2020-25.

3) A Table of Contents including a clear identification of the material by section and/or by page number.

4) A signed Certification as set forth in Section 5, Form 1.

5) Copies of any applicable occupational or business licenses and State or federal registrations.

6) A statement assigning a service team to the Organizations, identifying the lead
account manager and support staff to the Organizations, together with a complete list of contact information and detailed resumes.

7) By submitting a Response, the Respondent certifies that Respondent has fully read and understands the RFP and has full knowledge of the scope, nature, and quality of work to be performed.

8) Responses should be prepared simply and economically, providing a straightforward, concise description of the Respondent’s ability to fulfill the requirements of the RFP.

1.10 CONFLICTS OF INTEREST

In order to avoid conflicts of interest and the appearance of impropriety, the Organizations have determined that no governing board member or employee of the Organizations, nor any spouse, parent, or child of such governing board members or employees may:

A. Have a financial interest directly or indirectly in contract(s) that may be entered into as a result of this RFP process or any compensation to be paid under or through such contract(s);

B. Be a partner, officer, director, or proprietor of a Respondent; or

C. Alone or in combination, have a material interest in a Respondent. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the Respondent.

1.11 CONE OF SILENCE

A. The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities.

1) Any communication regarding this RFP between a Respondent or any representative of a Respondent and the Organizations’ professional staffs.

2) Any communication regarding this RFP between a Respondent and the members of the Organizations’ governing bodies or their professional staffs.

B. The Cone of Silence shall terminate at the time the Organizations select one or more Qualified Respondents. However, the Organizations may re-impose the Cone of Silence at their sole discretion. Notice thereof shall be provided to Respondents that have registered.

C. The Cone of Silence shall not apply to:
1) Oral communications at pre-bid conferences;

2) Presentations made to the Organizations or to any of its representatives during any meeting;

3) Written communications regarding a particular RFP between a Respondent and the Organizations’ Authorized Representative or designee, provided the communication is limited strictly to matters of process or procedure;

4) Communications pursuant to an existing contractual relationship between Respondent and the Organizations;

5) Duly noticed site visits to determine the competency of Respondents regarding a Response during the time period between the opening of bids and the time the Organizations make their recommendation;

6) Responses to the Organizations’ request for clarification or additional information pursuant to this RFP;

7) Contract negotiations.

Communications to enable Organizations’ staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a Respondent and any member of the Organizations’ professional staffs including, but not limited to, the Organizations’ Executive Director, Finance Director, or their staff are in writing.

END OF SECTION

2.0 SPECIAL CONDITIONS

MINIMUM QUALIFICATIONS

All Respondents shall meet the following minimum qualifications:

A. Have a minimum of five (5) years of experience providing these or similar services to insurance companies or other state municipal leagues or insurance trusts or pools;

B. Provide references of similar organizations including local governments, insurance trusts, other state municipal leagues, or insurance pools;

C. Agree to promote the principles and practices of equal opportunity in employment and agree to comply with regulations prohibiting discrimination and regulations outlining
affirmative action obligations;

D. Vendors that contribute to the empowerment of cities, towns, villages, etc. across the State of North Carolina are preferred, given that the mission of NCLM is to build a better North Carolina.

END OF SECTION

3.0 INSTRUCTIONS FOR PREPARING RESPONSES

GENERAL RULES FOR RESPONDING TO ANY OF THE SERVICES

RESPONSE CONTENTS

All Responses shall include the following information.

A. Firm Background

1) Details on the qualifications of the Respondent, including documentation of the Respondent’s experience with similar work. Include Respondent’s size, structure, location of management, charter authorization and licenses to do business in the State of North Carolina. Also include the Respondent’s national, statewide, and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability, and strong references. Describe the organization, date founded, ownership of your firm, number and location of offices, size and description of staff, and representative listing of both public and private sector pooling or trust clients, including clients in the State of North Carolina or clients in the Southeastern United States. State whether the Respondent has experienced a significant change in organizational structure, ownership, or management during the past three (3) years and, if so, please describe.

2) Identify the types of organizations managed by your firm.

3) Include a summary of the firms’ experience, capabilities, and specifically highlight those qualifications that distinguish you from your competitors.

4) You may include lists of clients and their demographics to validate your standing in the LMS marketplace. Understand that some of the clients may be contacted as potential references.

5) Include a summary of the experience, capabilities, and recommended techniques in the
area of online learning management.

6) Identify in detail what policies, procedures, and programs your organization has adopted to show the importance of diversity and inclusion in hiring and outsourcing to your organization.

7) Does your firm adhere to any code(s) of professional and ethical standards as promulgated by a regulating authority?

8) Include a copy of the firm’s code of conduct or ethics.

9) Include a copy of the firm’s standard services agreement, and specific reference to any of the terms and conditions that are not negotiable.

10) Each proposal shall include the ability of NCLM staff to fully evaluate the product and services via demonstration courses, sandbox environments, and modes that allow for an overview of the full product functionality.

11) Describe the level of expertise held by staff, consultants, or other individuals that are directly involved in developing training content most applicable to municipalities.

12) Please provide an implementation work plan (including timing) for the typical process steps to take over the work described in this RFP.

13) Please provide reference information for three (3) municipal risk pool clients. Please include the following information for each reference:

   a. Name of organization;

   b. Contact name;

   c. Contact’s phone number;

   d. Length of time servicing the organization; and

   e. Scope of work performed for the organization.

B. Approach and Discipline Related to the Services

1) Describe how you would partner with the Organizations to add value to the portfolios related to the Services.

2) Briefly describe any additional features, attributes, or conditions which Organizations should consider in selecting your firm relative to the Services.
C. Personnel

1) Provide a summary organizational chart showing your proposed service team, including analytical and research staff, other decision support, and back office support. Identify the primary contact and describe the roles of each key person.

2) Provide detailed resumes for all key professionals who will be directly responsible for the Online Learning Platform services provided to the Organizations, along with resumes or other background information on the other staff members who would work on this account. Include the following information: title; background and professional qualifications; number of years at your firm; total number of years of experience with health pools; and professional designations or licenses. Include a statement of the number of other client relationships the individual with primary responsibility for this account will have.

3) Describe or summarize your organization’s success in achieving diversity and inclusion in hiring and outsourcing.

D. Fees

1) Provide the fee schedule that would apply to the Organizations for all services included in your Response, detailed by services. Please include:

   a. Direct fees;

   b. The services included in the direct fees and any expenses your firm would absorb under the direct fee proposal; and

   c. Any additional fees or expenses that would be charged for special projects or other activities outside of the direct fee arrangement.

2) What expenses, not covered by the fees, are expected to be paid by the Organizations?

3) Disclosure of the instances, if any, in which the firm receives direct or indirect compensation and/or commission from third parties. If so, describe the compensation arrangements in detail.

END OF SECTION
The following Certification is provided pursuant to the Request for Proposals for Online training platform issued by the North Carolina League of Municipalities (for itself and others) designated above and dated __________, 2020. All definitions and terms as set forth in said Request for Proposals shall have the same meanings herein.

The undersigned for and on behalf of ______________________________________ [(Print or type name of Respondent)] hereby certifies:

1. Respondent has completely reviewed, and understands and agrees to be bound by, the terms and requirements of the RFP issued by the Organizations and acknowledges receipt of any addenda or supplemental materials thereto.

2. Respondent proposes to furnish the Services in accordance with the statements and representations made in its Response and acknowledges that its Response shall be binding upon the Respondent for a period of 365 calendar days following the opening of Responses.

3. The information contained in its Response and all information submitted in support thereof is accurate and factual, and all representations made regarding Respondent’s willingness to undertake the obligations set forth in its Response and the Respondent’s concurrence with any proposed business arrangements intended therein are true.

4. Respondent, if selected as a Qualified Respondent, will negotiate in good faith with the Organizations to attempt to reach an agreement or agreements for the provision of the Services; if such an agreement or agreements are entered into, Respondent will fulfill its obligations and otherwise carry out its duties thereunder.

5. Respondent shall at all times in its dealing with the Organizations comply with all local, state, and federal directives, ordinances, rules, orders, and laws.

6. Respondent acknowledges that non-compliance with the terms of the RFP or this Certification may result in Respondent’s disqualification from the RFP process and, if an agreement or agreements are ultimately entered into between the Organizations and the Respondent, the termination of such agreement or agreements.

7. The person signing this Certification is duly authorized by the Respondent to sign both the Response and this Certification and to commit the Respondent to the statements and representations made therein.

This _______ day of ________________, 2020. ______________________________________ [(Print or type name of Respondent)]