

**INTERNATIONAL DEVELOPMENT LAW ORGANIZATION
REQUEST FOR PROPOSAL
THE PROVISION OF A LEARNING MANAGEMENT SYSTEM (LMS)**

Reference: RFP No. N_588-HQ_21

Date: May 25, 2021

Dear Sir/Madam,

The International Development Law Organization (IDLO) kindly requests your Company/Organization to submit a Proposal for the **Provision of a Learning Management System (LMS)**. The full requirement is described in Annex C.

We also request that your Proposal is submitted using the format specifically detailed in Annex D, E and F.

Proposals submitted by email must be limited to a maximum of **10MB, virus-free** and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

Proposal shall be evaluated based on the criteria set in Annex B.

IDLO is not bound to accept any Proposal, nor award a Contract, nor be responsible for any costs associated with a Bidder's preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

IDLO encourages every prospective Bidder to avoid and prevent conflicts of interest, by disclosing to IDLO if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in this Request for Proposal (RFP).

By submitting a Proposal in response to this information, Bidders are confirming acceptance of IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

This RFP consists of the following Annexes. Please be guided by these in preparing your Proposal:

a.	Instructions to Bidders	Annex A
b.	Technical Evaluation Criteria	Annex B
c.	Terms of Reference (TOR)	Annex C
d.	Proposal Submission Form	Annex D
e.	Bidder Information Form	Annex E
f.	Bidder's Proposal	Annex F
g.	IDLO Special Conditions of Contract	Annex G
h.	IDLO General Terms and Conditions for the Procurement of Goods or Services and IDLO Supplier Code of Conduct	Annex H

For any questions/clarifications related to this RFP before Deadline for Submissions of Proposals, please contact IDLO on tenders@idlo.int and mention **Clarifications for RFP No. N_588-HQ_21** in the subject section of your email.

Deadline for Submission of Proposals: On or before **Date: June 15, 2021 Time: 15:00 hours Rome, Italy** local time.

Thank you and we look forward to receiving your quotation.

Sincerely yours,la
Department of Human Resources and Office Services,
Department of Programs,
International Development Law Organization | IDLO



ANNEX A
INSTRUCTIONS TO BIDDERS

1. General Considerations	<p>In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify IDLO.</p>
2. Cost of the Proposal	<p>The Bidder shall bear all costs associated with the preparation and submission of the Proposal.</p> <p>IDLO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.</p>
3. Currency of Proposals	<p>Proposals shall be nominated exclusively in EUR.</p> <p><i>Note: Local Bidders/Suppliers must comply with any applicable laws regarding doing business in other currencies</i></p>
4. Language of the Proposal	<p>The Proposal and all correspondence and documents relating to the Proposal exchanged by the Bidder and IDLO shall be written in the English language.</p>
5. Delivery Term and Place	<p>Services are to be provided to: IDLO Headquarters Viale Vaticano 106 Rome, Italy 00165</p> <p>Bidder to advise IDLO if their proposal has elements of supply of goods. If yes, Bidder must inform if Customs Clearance are required and whose responsibility it is to do so</p>
6. Deadline for Submissions of Proposals	<p>The Proposal shall be addressed to IDLO on or before: Date: June 15, 2021 Time: 15:00 hours Rome, Italy local time.</p> <p><i>Note: Proposals submitted by email must be limited to a maximum of 10MB, virus-free and no more than two email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.</i></p>

7. Documents comprising the Bidder's Proposal	<p>The Proposal shall comprise the following components:</p> <ol style="list-style-type: none"> 1. Proposal Submission Form (see Annex D); 2. Bidder Information Form (see Annex E) 3. Bidder's Proposal divided into: <ol style="list-style-type: none"> a. Technical Proposal (see Annex F1) b. Financial Proposal /Price Schedule (see Annex F2)
8. Contents of solicitation documents	<p>Proposals must offer services for the total requirement, unless specified otherwise in this RFP.</p> <p>Proposals offering only part of the requirement will be rejected.</p> <p>The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Bidder's risk and will affect the evaluation of the Proposal.</p>
9. Clarification of solicitation documents	<p>A prospective Bidder requiring any clarification on this RFP may contact IDLO by email on tenders@idlo.int no later than 72 hours prior to the deadline for submission of Proposals.</p> <p>The requests for clarification will have "Clarifications for RFP No. N_588-HQ_21" mentioned in the subject.</p> <p>Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that have received the Solicitation Documents or posted on IDLO website.</p> <p>Any delay in IDLO's response shall not be used as a reason for extending the deadline for submission, unless IDLO determines that such an extension is necessary and communicates a new deadline to all the Bidders.</p>

<p>10. Amendments of solicitation documents</p>	<p>At any time prior to the deadline for submission of Proposals IDLO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Solicitation Documents by amendment.</p> <p>All prospective Bidders that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.</p> <p>In order to afford prospective Bidders reasonable time for taking the amendments into account and preparing their offers, the procuring IDLO entity may, at its discretion, extend the deadline for the submission of Proposals.</p>
<p>11. Proposal submission</p>	<p>The Bidder shall structure the Technical part of the Proposal as follows:</p> <p>(a) Proposed methodology This section should demonstrate the Bidder's responsiveness to the TOR/specifications by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed warranty and demonstrating how the proposed methodology meets or exceeds the requirements.</p> <p>The Technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules. Any technical proposal containing price information will be disqualified from consideration.</p> <p>It is mandatory that the Bidder's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.</p> <p>Information which the Bidder considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.</p>
<p>12. Format, signing sealing, marking and submission of Proposals</p>	<p>The Proposal shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.</p>

	<p>The Proposal must be submitted using the format specifically detailed in Annex D, E and F.</p> <p>A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.</p> <p>The Proposal will consist of two attached files named “Technical Proposal” and “Financial Proposal”.</p> <p>The “Financial Proposal” file will contain Price Schedule (see Annex F2) and will be password-protected by the Bidder. If the proposal passed the Technical Evaluation, IDLO will additionally communicate with Bidders for obtaining the password for Financial Proposal. Only Financial Proposals from Bidders whose Technical Proposals have passed the Technical Evaluation will be opened.</p> <p>The Bidder shall send two emails; one for Technical Proposal and one for the Financial Proposal to tenders@idlo.int</p> <p>with the Subject: “Technical Proposal for RFP No. N_588-HQ_21” and with the Subject: “Price Proposal for RFP No. N_588-HQ_21” before the deadline stipulated in this RFP.</p>
<p>13. Joint Venture, Consortium, or Association</p>	<p>If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between IDLO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of IDLO.</p> <p>The lead entity and the member entities of the JV, Consortium or Association shall abide by the requirement outlined in the following section in respect of submitting only one proposal.</p>

	<p>The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p> <p>A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none">a) Those that were undertaken together by the JV, Consortium or Association; andb) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm. The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by IDLO.</p>
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14. Only One Proposal	<p>The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> a) they have at least one controlling partner, director or shareholder in common; or b) any one of them receive or have received any direct or indirect subsidy from the other/s; or c) they have the same legal representative for purposes of this RFP; or d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; f) or some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
15. Late Proposals	<p>Any Proposal received by IDLO after the deadline for submission of Proposals, pursuant to clause <i>Deadline for the submission of Proposals</i>, will be rejected and sent back unopened or destroyed unopened if the return cannot be secured unless the Proposal was sent by email but was not properly received due to issues in IDLO mailing system.</p>
16. Validity Period of Proposals	<p>All Proposals will be valid for 90 days from the deadline for submission of Proposals. In exceptional circumstances IDLO may request the Bidders to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Bidders shall be invited to confirm the extension in writing, without any modification whatsoever on the Proposal. The Bidders may choose not to extend the validity period of the Proposals upon request of IDLO.</p>

17. Modification and withdrawal of Proposals	<p>The Bidder may modify/withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by IDLO prior to the deadline prescribed for submission of Proposals.</p> <p>The Bidder's modification/withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals.</p> <p>No Proposal may be modified nor withdrawn after to the deadline for submission of Proposals.</p> <p>No Proposal may be modified/withdrawn in the Interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Bidder in the Proposal Submission Form.</p>
18. Amendment of the proposal	<p>At any time prior to the deadline of Proposal submission, IDLO may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>If the amendment is substantial, IDLO may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
19. Bidders' conference	<p><input checked="" type="checkbox"/> N/A</p> <p><input type="checkbox"/> Yes</p>
20. Right to accept, reject, or render non-responsive any or all Proposals	<p>IDLO reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to annul the solicitation process and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for IDLO's action. Furthermore, IDLO shall not be obliged to award the contract to the lowest priced offer.</p>
21. Clarification of Proposals	<p>To assist in the examination, evaluation and comparison of Proposals, IDLO may at its discretion ask the Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.</p>

22. Evaluation of Eligibility and Qualification	<p>In general terms, Bidders that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> a) They are not included in IDLO Sanctions lists (EU, US, UN); b) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, c) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; d) They are able to comply fully with IDLO General Terms and Conditions of Contract; e) They do not have a consistent history of court/arbitral award decisions against the Bidder; and f) They have a record of timely and satisfactory performance with their clients. g)
23. Price variation	Bidders shall not vary their prices for any reason after the deadline of the tender and while the Proposal is still valid.
24. Preliminary Screening	IDLO will screen the Proposals' Annex D and E to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order. Only Bidders that pass will proceed to Technical Evaluation.
25. Correction of errors	In the event of a discrepancy between the unit price and the total price, the unit price shall prevail and the total price shall be corrected by IDLO. If the Bidder does not accept the final price based on IDLO's correction of errors, its Proposal will be rejected.
26. Due Diligence	<p>IDLO reserves the right to undertake a due diligence exercise aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government

	<p>entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder;</p> <p>d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary;</p> <p>e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder;</p> <p>f) Other means that IDLO may deem appropriate, at any stage within the selection process, prior to awarding the contract.</p>
<p>27. Responsiveness of Proposals</p>	<p>IDLO will determine the substantial responsiveness of each Proposal to the RFP. For purposes of this Clause, a substantially responsive Proposal is the one which materially conforms to the requirement of the tender and any mandatory terms contained in the Solicitation Documents.</p> <p>IDLO's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.</p>
<p>28. Evaluation of Proposal</p>	<p>A two-stage procedure is utilised in evaluating the Proposals after Preliminary Screening has been conducted; with evaluation of the Technical Proposal being completed prior to Financial Proposal being opened and compared. The Financial Proposals (Price Schedules) of the overall Proposals will be opened only for submissions that passed minimum technical score of 490 points of the maximum obtainable 700 points.</p> <p>The evaluation will be conducted in accordance with the cumulative analysis method, according to which the Technical and Financial Proposals have pre-assigned weights and pre-assigned maximum number of scores:</p> <ul style="list-style-type: none"> - Technical Proposal -70%, - 700 points maximum, - Financial Proposal - 30%, - 300 points maximum. <p>The contract will be awarded to the Proposal with highest combined score obtained in technical and financial evaluation.</p>

	<p>Technical Evaluation</p> <p>The technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR) as per the evaluation criteria below. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.</p> <p>Financial Evaluation</p> <p>In the second stage the Financial Proposals of all Bidders who attained a minimum 490 points in Technical Evaluation will be reviewed. The lowest amount for technically qualified Financial Proposal will be awarded maximum 300 points and other Financial Proposals will be awarded points in accordance with the following formula: Financial Proposal score = (Lowest Price / Price under consideration) x 300.</p>
29. Debriefing	In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from IDLO. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for IDLO procurement opportunities. The content of other proposals and how they compare to the Bidder's submission will not be discussed.
30. Right to Vary Requirements at the time of the Award	<input type="checkbox"/> N/A for Framework Agreement <input checked="" type="checkbox"/> Yes - At the time of award of Contract, IDLO reserves the right to vary (increase or decrease) the quantity of Services, by up to a maximum twenty-five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.
31. Contract Signature	Within five (5) calendar days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to IDLO. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, IDLO may award the Contract to the Second Ranked Bidder or call for new Proposals.
32. Payment Terms	IDLO will make payment within 30 days after satisfactory receipt of all goods and upon submission of the invoice by the Supplier.

33. General Terms and Conditions and Supplier Code of Conduct	<p>Any Contract or Purchase Order that will be signed as a result of this RFP shall be subject to the IDLO's General Terms and Conditions and Supplier Code of Conduct attached as Annex H.</p> <p>The mere act of submission of a Proposal implies that the Bidder accepts both Annexes in full.</p>
34. Liquidated Damages	<p><input type="checkbox"/> N/A</p> <p><input checked="" type="checkbox"/> Yes - For late delivery of Services, IDLO shall be entitled to claim liquidated damages from the Contractor in accordance with Article 18 of the General Terms and Conditions for Services.</p> <p>If the Contractor fails to perform the requested Services within the time period specified and as stipulated in the terms and conditions of the Contract, IDLO may, without formal notice and without prejudice to its other remedies under the Contract, be entitled to liquidated damages for every day delay in the provision and completion of the Services.</p>
35. Partial Bid	<p><input checked="" type="checkbox"/> Not permitted (All or Nothing)</p> <p><input type="checkbox"/> Permitted [insert provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</p>

**ANNEX B
TECHNICAL EVALUATION CRITERIA**

Summary of Technical Proposal		Score Weight	Points Obtainable
Part 1.	Establishment and experience	30%	210
Part 2.	Relevance of the proposal	60%	420
Part 3.	Overall structure of the proposal	10%	70
Total			700

Scoring Weight and Point

Summary of Technical Proposal		Score Weight	Points Obtainable	Bidder A	Bidder B
Part 1	Establishment and Experience				
1.1	Relevant and documented company information, e.g., corporate profile, history, licenses and certifications.	5%	35		
1.2	Track record of comparable engagements, e.g., examples of other reputable entities using the LMS and the related services.	10%	70		
1.3	Overall organizational ability and expertise to: <ul style="list-style-type: none"> • provide comprehensive service for the full cycle of the LMS; • design smart and intuitive solutions to maximize on the LMS; • ensure that the LMS is consistently up-to-date, relevant, and compatible; and • provide effective and seamless client communication in English. 	15%	105		
Part 2	Relevance of the proposal (as per Terms of Reference in Annex C)				
2.1	The comprehensiveness of the proposed LMS, and the extent to which the features and functions of the platform meets IDLO's internal needs and requirements as detailed in Annex C.	20%	140		
2.2	Proposed overall methodology, plan, timeline, and extent of project management support for all initial set-up and implementation work necessary to fully operationalize the LMS for IDLO's usage.	20%	140		
2.3	Thorough explanation of the Customer Support Services offered with the proposed LMS, accompanied by the submission of a Service Level Agreement (SLA), with details of proven track record and relevant experience in LMS hosting and management, including those of the proposed personnel assigned to service IDLO,	20%	140		

	summarizing their technical experience as well as communication skills in English.				
Part 3	Overall structure of the proposal				
3.1	Comprehensiveness of the proposal, addressing all elements required.	5%	35		
3.2	Clarity and conciseness of the language in English, as well as layout, formatting and presentation.	5%	35		
	Total	100%	700		
	Minimum Score to determine Pass/Fail		490		
	Bidder's Score				
	Bidder Pass/Fail to proceed to opening of Financial Proposal				

ANNEX C
TERMS OF REFERENCE
Provision of Learning Management System

A. About IDLO

The International Development Law Organization (IDLO) is an intergovernmental organization exclusively devoted to promoting the rule of law. Established in 1983, IDLO works to enable governments and empower people to reform laws and strengthen institutions to promote peace, justice, sustainable development and economic opportunity. Its programs, research and policy advocacy cover the spectrum of rule of law from peace and institution building to social development and economic recovery in countries emerging from conflict and striving towards democracy.

The Assembly of Parties is IDLO's highest decision-making body. It is composed of Representatives of all Member Parties, which have joined the Establishment Agreement of IDLO. IDLO currently has 37 Member Parties.

IDLO has its Headquarters in Rome, a Branch Office in The Hague, Liaison Offices for the United Nations in New York and Geneva, and Country Offices in Afghanistan, Armenia, the Bahamas, Burkina Faso, Honduras, Indonesia, Kenya, Kyrgyzstan, Jordan, Liberia, Mali, Mexico, Moldova, Mongolia, Myanmar, Niger, the Philippines, Somalia, Tunisia, Uganda and Ukraine.

The work of IDLO is sustained by a dynamic, diverse, multinational and multicultural workforce, comprised of over 400 employees plus additional personnel in the non-employee category such as consultants and interns. About one fourth of the IDLO workforce is based in its Headquarters in Rome, while the rest are spread across the globe in our Branch and Country offices.

B. Background

IDLO currently rents an externally hosted cloud based LMS from an external provider. The LMS, known as the IDLO E-Learning Platform ("Platform") is jointly managed by IDLO Departments of Human Resources and Offices Services (HROS) and IDLO Department of Programs.

The Department of HROS is the central management and coordinating function for human resources management, office services, field operations and security support services. The HR Learning & Development (L&D) Unit ("the Unit"), is responsible for leading various organizational development projects as well as other change management initiatives in order to develop and maintain an engaged, diverse and field-oriented workforce. One of the main areas of work for the unit is to manage and administer the internal learning program for all employees. A key element in delivering diverse learning opportunities to the employees spread worldwide is IDLO's online learning curriculum, for which the Platform not only houses the courses, but provides the environment in which these online courses, especially those that are self-paced, are taken by internal users. The courses provided include both those developed in-house, as well as those

sourced externally as off-the-shelf courses. The Platform is also an essential tool to be able to extract key statistics and data on the availability, enrolment and completion of these online courses, in order to produce regular reports on IDLO's internal learning climate.

The Department of Programs is the central management and coordinating function for program delivery. It is responsible for the implementation of IDLO's global program portfolio in line with the institutional Strategic plan. Within the Programs Department, the Capacity Development (CD) Unit supports the implementation of effective CD interventions throughout IDLO project countries worldwide including the design and delivery of learning initiatives, with a view to ensure quality assurance and sustainability in line with IDLO's longstanding and consolidated reputation as the field leader in legal sector training for developing, transition and post conflict countries. As part of this effort, the CD Unit administers the LMS in support of distance learning programmatic activities which are made available to learners through different modalities, including self-paced, instructor-led and blended learning courses. Furthermore, in light of the recent exponential increase of distance learning initiatives, IDLO Country Offices are being provided with dedicated LMS branches and related administration permissions for them to be able to manage directly users and courses, as well as to create sub-branches with a view to delivering their partners' specific learning activities. Being the repository and reference tool for the implementation of programmatic learning initiatives, the LMS is instrumental for IDLO to deliver its mandate.

Capacity and functionalities of IDLO's current LMS:

- **Number of users:** IDLO holds a "concurrent users" license, i.e., the total amount of registered users on the platform is unlimited, but 150 concurrent user accounts maybe active at the same time within any two-hour period. To date, the number of registered users totals approximately 1,500. Users are spread across various locations worldwide depending on the location of IDLO's offices and projects.
- **User types:** The Platform allows for the three following typologies:
 - Administrator: Manage the general settings of the platform and oversee its proper functioning. Create accounts for new users and set up the permission options for each user type. Add and edit courses (and add/remove users)
 - Instructor: Create and edit courses and interact with learners.
 - Learner: Search, view, and complete courses
- **Branches:** Total number is 14 (and 5 sub-branches).
- **Languages:** the current Platform allows to work in multiple languages, i.e., the interface language of the Platform as well as the language of the courses or contents housed by the Platform. This is a crucial requirement due to the variety countries IDLO works in. Recently, the languages of Somali, Arabic, Persian and Russian have been integrated.
- **Total number of courses:** 400
- **Typology of courses:** currently the Platform hosts the following typologies:

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- Courses developed in-house, either through the authoring tool integrated within the Platform, or developed by an instructional designer through the authoring tool Articulate Storyline 360.
 - Off-the-shelf, externally developed courses available through the course catalogue provided by a subscription.
- **LMS Technical support:** The provider of the Platform ensures support services, including 24/7 technical support, data-security, back-up and maintenance.

In compliance with IDLO's Procurement Policy, IDLO is launching a bidding process for the selection of a LMS to ensure continued and effective support to its employee learning program as well as to the implementation of its programmatic learning initiatives worldwide.

C. Expected Output

The Contractor is expected to provide an externally hosted cloud based LMS. The LMS should offer an intuitive, attractive and user-friendly interface allowing for assigning the different user roles. The LMS will host all of IDLO's courses, training content and resources that will be provided to its employees as well as external project partners.

IDLO envisages that the Contractor will be the Subject Matter Expert and therefore shall make suggestions related to any improvements and/or upgrades needed in order to maintain the LMS up to the most recent technological developments and standards as well as continuous high user satisfaction. The Contractor's recommendations shall be considered after internal IDLO approval process.

Criteria and requirements to be included are listed below. All system and service requirements should be met, at minimum, in English which is IDLO's official working language. Where additional multilingual capabilities are possible, this should also be stipulated in the Proposal.

1. LMS Features and Functions

IDLO requires the following features and functional capabilities of its envisioned LMS, based on its internal needs and purposes:

a. **User and Account Management:**

- Different profile types (e.g., Administrator, Instructor, Learner) with segregated administrative roles, authorities and permissions, and the ability to assign multiple profiles to one user;
- Unlimited users with ability of concurrent use of minimum 150 users.;
- Units/Branches and sub-units/branches including individual user types per unit/branch;
- Single sign-in capabilities;
- Two-Factor authentication of passwords; and
- Personal data protection measures, in compliance with [IDLO's Personal Data Protection Policy](#).

b. Content and Platform Management:

- Corporate branding and theming;
- Possibility of uploading bulk user accounts into the LMS;
- Support the uploading, downloading, viewing, and playing back of all types of content, e.g. video, audio, text, html, image, and graphic material, weblinks, SCORM files, zip files;
- Easy-to-use course catalogue with a comprehensive search feature to search for courses through (a combination of) titles, subject category, key words, etc;
- Creation and customization of course categories and subject tags;
- User dashboard and/or landing page, that allows for corporate customization and branding, offering users with personalized content; e.g., overview of ongoing and completed enrolments, learning records, assignment and task reminders, and suggested new learning opportunities;
- Customizable learning paths and grouping of courses based on designated competencies, skill-sets, job profile and work areas;
- Multi-language functionalities/settings, including courses and interface languages, and possibility of integrating other languages as required;
- Schedule Instructor-led events (i.e. virtual classrooms);
- Creation and deletion of courses, individually or in batches, based on a customizable template, or a copy of an existing course;
- Built-in course authoring tool;
- Compliance to SCORM, standards, AICC;
- Support for various file formats (e.g., PDF, PP, Docx, png, jpg, xls);
- Offline viewer facility;
- Content interoperability, including use of web-based materials;
- Optimized interface views and design for diverse devices, including for mobile learning (i.e., smartphone, tablets); and
- Archiving of a course and all associated data (e.g., content, user, enrolment record).

c. Content Delivery:

- Easy integration of videoconferencing tools with online classroom features, e.g., Zoom, Cisco WebEx;
- Blended learning features, e.g. linking self-paced learning to webinars, online to offline activities such as pre-course assignments;
- Virtual classroom environment with group and private chatting feature;
- Certification (branding and customization) and ability to issue automatically as well as manually;
- Gamification features, e.g., badges, points, leader boards;
- Social Learning Features, e.g., discussion forums, polling, chat room;
- Ability to send emails to users directly from the LMS;
- Survey capabilities; and
- Low bandwidth options for remote users with limited bandwidth capability.

d. Data Tracking and Reporting:

- Robust reporting and analytics capabilities through different intersections, e.g., user-based, course-based, subject category, with mass action ability;
- Possibility to produce infographics;
- Option for custom reporting and ability to create and customize reporting queries
- Backdated reporting;
- Possibility to report on live sessions; and
- Integration of data into other systems such as an HR or Performance Management System.

e. Data and System Security:

- System security architecture and capabilities to ensure protection of data and processes within;
- Proper mechanism for access control; and
- Measures for personal data protection, in compliance with [IDLO's Personal Data Protection Policy](#).

2. Initial Set-Up and Implementation

In order to properly enable the full operationalization of the envisioned LMS, IDLO requires the Contractor to act as the overall Project Manager and provide comprehensive seamless support throughout the entire project cycle based on defined plan, scope and methodology, as listed below:

a. Vendor Roles and Responsibilities:

- Clear Overall scope of work and defined responsibilities, including identified personnel who will be assigned to the work such as the primary project manager, primary point of contact, technicians, analysts, etc.; and
- Defined overall project management plan, methods and timelines.

b. Implementation Plan:

- Vendor assessment and guidance of configuration requirements;
- Logical and efficient timelines from signing of the contract to full operationalization of the LMS;
- Full support in migration of data, accounts, content, settings, etc. from the current LMS;
- Troubleshooting mechanisms, pre-, during and post-implementation;
- Quality control;
- Pre-defined project-related risks and mitigation; and
- Post-implementation support.

c. Initial Implementation and Set-up Training:

- Real-time training and informational sessions to Administrators on key features and functionalities
- Optional training to other user types;
- Provision of comprehensive administrator's manual(s); and

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- Provision of informational resources for IDLO to customize and develop into internal User Guidelines.

3. Customer Support Services

In order for IDLO to effectively use and manage the envisioned LMS, a full range of customer support service provided by the Contractor is necessary, as per below, of which its service parameters, terms and conditions will be laid out by a Service Level Agreement (SLA) which will be initially agreed upon between the two parties.

a. LMS Hosting and Account Management:

- Assignment of a dedicated personnel or team as the overall account manager and focal point(s) for IDLO, with relevant experience and expertise as well as excellent communication skills in English;
- Network uptime and availability which guarantees, at minimum, coverage during IDLO HQ working hours (Monday to Friday, 9:00 to 18:00, CET);
- Network outages and unscheduled downtime (Please provide details on the frequency of this happening and the reasons in the last three (3) years)
- Scheduled downtime and maintenance conducted outside IDLO HQ working hours, i.e., Monday to Friday, 9:00 to 18:00 (Please provide an estimate of the frequency of such work over a 12-month period);
- Regular data back-up and restoration capabilities;
- Adequate data retention and storage against pre-defined duration; and Regular system upgrades to ensure availability and use of latest LMS technologies and functions, online learning tools, and compatibility with other operating and integrated systems.

b. Ordinary Technical Support Services:

- Guaranteed Help Desk service availability, 24 hours per day, seven (7) days per week;
- Defined scope of work and applicable type of requests, including pre-agreed limitations and exclusions;
- A framework for incident criticality levels and priority settings, e.g., High, Medium and Low, with defined parameters, conditions, limitations and exclusions;
- Guaranteed turn-around times differentiated by the criticality levels where applicable;
- Defined escalation procedures and estimated timelines;
- Availability of multiple communication channels for incident reporting and support request, i.e., by email, by phone, by live chats, etc.;
- Monthly status reporting of ongoing, completed, re-opened, pending incident requests, with details of the support work such as resolution times, solutions, identified actions, etc.; and
- Optional support services for other user types, with cost indications where applicable.

c. Extraordinary and Evolutionary Maintenance Support (including fee-based):

21

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- Optional system updates and upgrades;
 - Extension and/or customization of existing functionalities/features; and
 - Design and development of new functionalities/features/add-ons.

d. Training Support:

- Provision of informational resources on functional and technical specifications as well as description of basic functionalities and operations to be adapted/customized for internal IDLO needs; and
- Availability of real-time or online user trainings, including costs where applicable.

D. Institutional Arrangement

The Contractor is expected to work independently under the supervision of the Contract Manager and have regular consultations with the HR Learning and Development Unit and the Capacity Development Unit for the duration of the agreed Contract.

E. Duration of the Work

The Services will be provided for the duration of the timeline designated and proposed as the subscription package. IDLO intends to enter into Contract for an initial period of 12 months, with an option to extend at the same price, terms and conditions for two (2) periods of 24-months each (i.e., total of 60 months, or five (5) years), however subject to: satisfactory evaluation of services provided in the preceding year(s); IDLO's needs for the services remain unchanged; and agreement by both parties.

F. Work Location

The Contractor is not required to report regularly or be present at any of the IDLO offices.

G. Qualifications of the Successful Contractor

As minimum requirements, the Contractor should:

- Have at least eight (8) years of experience in development and hosting of LMS platforms.
- Have comprehensive service capabilities for the full cycle of the LMS, including its design, development, delivery, hosting, and provision of ordinary and extraordinary technical support.
- Have the ability to develop smart and intuitive solutions to maximize on the LMS, in streamlining and facilitating various data intensive work and processes required for the management of online learning programs.
- Be able to provide regular system updates and upgrades to ensure that the LMS remain relevant to new and emerging technologies in the field, and compatible with changes and/or upgrades in various operating environments.

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- Have an effective and seamless client communication management system, in English, including on updates and upgrades to the LMS functionalities, scheduled system maintenance and platform downtime.
 - Have a support team with proven track record and experience, possessing quality standards of customer support and care; high levels of technical expertise in LMS hosting, management and troubleshooting; and excellent writing, editing, and oral communication skills in English.

H. Scope of Tender Price and Schedule of Payments

Please provide the total price for the full delivery of all requirements listed under Section C. Expected Output above and any additional fees for any optional services that may be required or can be considered by IDLO during the contracted period.

**ANNEX D
PROPOSAL SUBMISSION FORM**

(This Form must be submitted using the Supplier's Official Letterhead/Stationery in the format specified below)

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for **[INSERT AMOUNT OF MONEY AND CURRENCY]** as may be ascertained in accordance with the Financial Proposal (Price Schedule) attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Request for Proposals, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We hereby accept the IDLO's General Terms and Conditions in full and Payment Policy of payment within 30 days after delivery of service on presentation of complete and correct invoice.

We understand that you are not bound to accept any Proposal you may receive.

Company/Organization: _____

Name: _____

Title: _____

Date: **Select date**

Signature: _____

Duly authorized to sign this Proposal

**ANNEX E
BIDDER INFORMATION FORM**

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP N_588_HQ_21		
Legal name of Bidder	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Bidder's Authorized Representative Information	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Are you an IDLO vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert IDLO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]		
Does your Company hold any accreditation such as ISO 14001 or ISO 14064 or equivalent related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]		
Contact person that IDLO may contact for requests for clarifications during Bid evaluation	Name: [Complete] Title: [Complete] Telephone numbers: [Complete] Email: [Complete]		
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Trade name registration papers, if applicable ▪ Quality Certificate for goods (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if relevant ▪ Patent Registration Certificates, if any of technologies submitted in the tender is patented by the Bidder ▪ Certification or authorization to act as Agent on behalf of the Manufacturer, or Power of Attorney. 		

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- Export Licenses, if applicable
 - Local Government permit to locate and operate in assignment location, if applicable
 - Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country

 - Self-Attestation Letter that Bidder is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with RFP Annex A Clause 22.
 - Self-Attestation Letter that Bidder is does not have consistent history of court/arbitral award decisions for the last 3 years.
 - Self-Attestation Letter that Bidder has not declared bankruptcy, is not involved in bankruptcy or receivership proceedings
 - Audited financial statements (balance sheets, including all related notes, and income statements) for the last 3 years

ANNEX F1- TECHNICAL PROPOSAL

A. Establishment and Experience

Please provide all relevant information which highlights how well the company is positioned to be awarded this contract. This should include at minimum:

- Company profile, including brochures and catalogues relevant to the services being procured, information on number of years in operation, country of incorporation, and types of activities undertaken;
- General organizational capability which is likely to affect implementation, e.g., management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details);
- Experience on similar engagements within past eight (8) years, to be substantiated with Letters of Reference from at least two (2) past or current clients indicating the satisfactory delivery of similar Goods, satisfactory performance of similar Services and contactable email references for verification;
- Specialized knowledge, expertise and organizational ability to provide comprehensive service for the full cycle of the LMS and
- Project resources, i.e., key personnel planned to be assigned to this Contract, including CVs (see below for the format), certifications and qualifications, and including any new resources that would be recruited after award of this contract.

B. Methodology

This section should demonstrate the Bidder's responsiveness to the Terms of Reference (TOR) and has the highest percentage of Points. Please provide extensive explanation of the proposed overall methodology for producing the expected results of the TOR, including:

- Features and functions of the proposed LMS;
- Project details for the initial set-up and implementation for the full operationalization of the LMS, including overall schedule and methodologies for progress reporting; and
- Various customer support services provided during the contract term, of which the key performance metrics to ensure optimum service quality will be detailed in the submission of a draft Service Level Agreement (SLA).

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]

Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>	
	[Insert]	
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>	
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert] 	
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For past experience, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>	
	[Insert]	
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>	
	Reference 1: [Insert]	Reference 2: [Insert]

ANNEX F2- FINANCIAL PROPOSAL

The Bidder is requested to prepare the Financial Proposal/Price Schedule as a separate envelope from the rest of the RFP response as indicated in the Instructions to Bidders.

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

The format shown in the below table should be used while preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Description of Activity/Item	Estimated amount EUR
1. Annual license fee for unlimited users with ability of concurrent use, indicating also the extent of what this fee covers in terms of related services	
2. Any optional fees related to the initial implementation and operationalization of the LMS, if any and if separate from the annual license fee	
C. Any optional training costs, where/if separate from the annual license fee	
D. Any optional and extraordinary upgrades, customization, development costs, where/if separate from the annual license fee	
E. Any additional costs where applicable	
F. ..	
G. ..	
TOTAL COST	

ANNEX G
IDLO SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement and/or amend the IDLO General Terms and Conditions for the Procurement of Services. Whenever there is a conflict, the provisions of the Special Conditions of Contract shall prevail over those in IDLO General Terms and Conditions for the Procurement of Services.

Place of delivery	IDLO Headquarters Viale Vaticano 106 Rome, Italy 00165
Delivery date	The Services will be provided for the duration of the timeline designated and proposed as the subscription package. The indicative Contract start date is expected in the last quarter of 2021. IDLO intends to enter into Contract for an initial period of 12 months, with an option to extend at the same price, terms and conditions for two (2) periods of 24-months each (i.e., total of 60 months, or five (5) years), subject to satisfactory evaluation of services provided in the preceding year(s); IDLO's needs for the services remain unchanged; and agreement by both parties.
Payment terms	IDLO will process payment within 30 days after satisfactory completion of the implementation and operationalization of the delivered LMS, ensuring full access by all existing users to all existing content at time of platform migration, and upon receipt of the complete and correct invoice by the service provider.

ANNEX H
IDLO GENERAL TERMS AND CONDITIONS FOR THE PROCUREMENT OF GOODS OR SERVICES
AND
IDLO SUPPLIER CODE OF CONDUCT

Any bid submission will imply the unconditional acceptance of IDLO General Terms and Conditions for Goods and Services and adherence to the Supplier Code of Conduct.

The documents are available on IDLO Procurement Website:

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_goods_august_2020.pdf

https://www.idlo.int/sites/default/files/documents/general_terms_and_conditions_for_services_august_2020.pdf

<https://www.idlo.int/sites/default/files/documents/idlo-supplier-code-of-conduct.pdf>