## The State Bar of California

## **Outcomes Study of Past Participants**

Request for Proposal: Questions & Responses

May 22, 2015

1. Page 2, Item A.2 states that the sample population is defined as attorneys who participated in the LAP while they were applying for membership to the State Bar. Please confirm that the survey population excludes attorneys who participated in the LAP after becoming State Bar members, and former attorney State Bar members who participated in the LAP.

The sample population are individuals who are currently attorneys (members) but participated in the program while they were applying for membership.

2. What is the survey population size – the number of attorneys who participated in the LAP while they were applying for membership to the State Bar?

The sample population will be about 175.

3. Please indicate the number of LAP operational years to be included in the Outcomes Study – is the State Bar interested in a particular year range to draw the sample of attorneys that participated in LAP while applying for membership to the state Bar? What is/was the number of participants in the LAP for each of those years that are to be included in the Outcomes Study sample?

Years of participation in our program will be 2006 through 2013.

4. Are estimates required for subgroups within the study sample (e.g., demographic groups, geographical groups, etc.)? If yes, what confidence levels (e.g., 95%, 90%, 85%, etc.) are required for these estimates?

The only subgroups would be gender and age grouping (25-30, 31-35, 36-40, etc.).

5. Please explain the State Bar's Institutional Review Board (IRB) requirements. Regarding "informed consent", will an attorney's agreement to participate be considered implied consent?

We do not have an Institutional Review Board. However, the contract will require that services be performed in a diligent, timely and professional manner consistent with generally accepted industry standards.

6. Please explain the State Bar's human subject requirements regarding data storage, interviewer training, interview protocols, etc.

The contract with the State Bar will require that all participant information and study data be held in the strictest confidence.

7. Page 2, Item 3 references the development and creation of a questionnaire to be administered to attorneys who participated in the LAP while they were applying for membership to the State Bar, and Page 3, Item 5 references the completion of 100 interviews, please advise if these are separate tasks, and whether the same instrument or different instruments are administered.

Item #3 on page 2 really should have used the term "interview questions" rather than questionnaire. It is anticipated that all data will be collected through interviews.

8. For budgeting purposes, please provide an excepted level of effort for the Outcomes Study.

Excepted level of effort would be three attempts to contact and complete the interview.

9. What is the expected period of performance?

We would expect the study report be delivered within nine months of contract execution.

10. What type of contract does the State Bar anticipate to award – firm fixed-price, time and materials, etc.?

We are anticipating a fixed-bid award, but open to considering other alternate proposals if necessary.

11. On page 10, Section III. L. of the RFP, it is explained that we can mark specific limited pages as proprietary and confidential, "not including proposed cost and compensation." Please clarify that the term "compensation" as used here only refers to the total proposed cost of the project and not to the compensation of personnel working on the project either in terms of their salaries or labor rates. That is, bidders can mark salaries and labor rates proprietary and confidential.

For a fixed-bid proposal, the cost component cannot be deemed confidential. For time and materials bids the hourly billing rates would likewise be considered the cost component and public.

12. On page 11, Section IV.B., and IV.D.(i) of the RFP, considering the distinction between warranties, which apply to assets or goods in sales, as opposed to representations, would the Bar remove references to the term warranties?

Please include any alternate language or reservations regarding our terms and conditions in your written proposal.