

The State Bar of California

Request for Proposal

September 17, 2002



Enterprise Financial/Human Resources System

Proposals Due 5:00 p.m. (Pacific Standard Time), Monday, October 28, 2002

Table of Contents

1. Introduction

1.1 Introduction.....	2
1.2 About the State Bar of California	2
1.3 About this Project	2
1.4 Guidelines	3

2. General Submittal Requirements

2.1 Issuing Agent	7
2.1 Submission Requirements.....	7
2.3 Delivery of Proposal	8
2.4 Submittal Costs	8
2.5 Acceptance of Submittal Requirements.....	8
2.6 Interpretations	8
2.7 Tentative Procurement Schedule	9
2.8 Rejection	9
2.9 Award and Execution of Contract.....	10
2.10 Questions Regarding the RFP	10
2.11 Addenda	11
2.12 Withdrawal and Resubmission/Modification of Proposals.....	11
2.13 Protest Procedure	11
2.14 Confidentiality Matters/Publicity.....	11
2.15 Retention of Vendor Material	12
2.16 Contracting Requirements	12
2.16.1 Availability of Funds	12
2.16.2 Indemnification	12
2.16.3. Insurance Obligations of Vendor	13
2.16.4 Conflict of Interest	14
2.16.5 Nondiscrimination.....	15
2.16.6 Warranty	15
2.16.7 Arbitration.....	16
2.16.8 Compensation	16
2.16.9 Termination.....	17
2.16.10 Confidential Matters	17

3. Detailed Submittal Requirements

3.1 Proposal Format	20
3.2 Executive Summary	20
3.3 Scope of Services	21
3.4 Company Background	21
3.5 Proposed Application and Computing Environment	22
3.6 Third-Party Products/Optional Software	23

3.7 Responses to Functional/Technical Requirements	23
3.8 Implementation Plan	24
3.9 Training Plan.....	24
3.10 Maintenance and Support Program.....	24
3.11 Client References	25
3.12 Cost Proposal	26
3.13 Exceptions to the RFP.....	27
3.14 Sample Documents	27
<u>4. Evaluation of Proposals</u>	
4.1 State Bar’s Consultants	29
4.2 Selection Participants.....	29
4.3 Selection Process	29
4.4 Definition of Decision Factors.....	33
<u>5. Vendor Participation Activities</u>	
5.1 Pre-Proposal Conference	38
5.2 On-site Software Demonstrations and Interviews	38
5.3 Discovery Session.....	38
5.4 Contract Development Meetings	38
<u>6. Other Information</u>	
6.1 Current System.....	40
6.2 Estimated Number of Users on Future System.....	40
<u>7. Attachments</u>	
7.1 Required Attachments.....	42



THE STATE BAR
OF CALIFORNIA

1. Introduction

1.1 INTRODUCTION

The State Bar of California (“State Bar”) is seeking proposals from qualified firms for software and implementation services for an enterprise financial and human resources/payroll system. The State Bar plans to implement the system in two phases. The first phase is to implement base financials and base HR/payroll functionality by January 2004. The second phase consists of implementing non-core functions, such as budget preparation and employee self-service. The State Bar is open to other implementation strategies recommended by bidders. Both phases are expected to be completed by December 2004.

1.2 ABOUT THE STATE BAR OF CALIFORNIA

The State Bar of California, created in 1927 by the California Legislature and written into the constitution as a judicial branch agency in 1966, is a public corporation with the judicial branch of state government. All attorneys licensed to practice law in California must be members of the State Bar. To date, there are nearly 180,000 members of the State Bar. The organization employs approximately 600 and has an operating budget of \$53.7 million. Approximately half the State Bar’s employees are in San Francisco and half are in Los Angeles; three are in Sacramento. In accordance with the State Bar’s procurement policies, all contracts, which may be in excess of \$50,000, are subject to formal competitive bidding. Further information is available at <http://www.calbar.ca.gov/calbar/pdfs/whowhat1.pdf>.

1.3 ABOUT THIS PROJECT

The State Bar engaged the Government Finance Officers Association (GFOA) to conduct an analysis of its system needs and to assist in the system procurement process. Preliminary analysis for this project concluded that the State Bar could achieve significant organizational benefits by installing an integrated administrative management system. The scope for this project involves the following functionalities:

- | | |
|---------------------------------------------|----------------------------------------------|
| <input type="checkbox"/> General Ledger | <input type="checkbox"/> Accounts Receivable |
| <input type="checkbox"/> Budget Preparation | <input type="checkbox"/> Fixed Assets |
| <input type="checkbox"/> Accounts Payable | <input type="checkbox"/> Human Resources |
| <input type="checkbox"/> Purchasing | <input type="checkbox"/> Payroll (optional) |

This project does not cover membership management. The State Bar will keep its existing application for this function; however, vendors should plan to develop interfaces between the membership system and the enterprise system.

The State Bar seeks integrated enterprise products (common database, application, and interface) for this project and encourages only experienced firms that have implemented software in organizations similar to the State Bar to apply.

The State Bar has chosen to implement a "vanilla" software package and to limit the amount of modification to the base application. The State Bar also seeks a system that includes development tools that will enable the State Bar to meet its future needs without becoming heavily dependent upon programmer consultants.

1.4 GUIDELINES

By virtue of submitting a proposal, interested parties are acknowledging:

- 1.4.1 This RFP is a request for software and implementation services. As such, proposals from implementation firms alone or software firms without an implementation mechanism will not be considered. Except in the case where software firms also perform implementation services, they are expected to partner with a firm certified to implement their software. *Note: For those proposals where the software firm is partnering with a separate implementation firm, a transmittal letter must be submitted by the software firm stating that the implementation firm is a vendor-certified implementer of the proposed software.*
- 1.4.2 All third-party software solutions proposed as part of this package are subject to the guidelines of this RFP, unless otherwise stated. For selection purposes only, the Enterprise Resource Planning (ERP)¹ software vendor will serve as the primary contact for all communications related to this RFP.
- 1.4.3 The RFP limits each software firm to one proposal, although one proposal may contain optional modules within the product family. Similarly, it limits each implementation firm to one proposal. The State Bar is asking software firms to propose the firm they feel is best qualified to implement their software. The State Bar reserves the right to reject software companies or implementation firms who submit multiple proposals.
- 1.4.4 If the State Bar is not satisfied with the qualifications, cost, or experience of the implementation firm or any third-party solution, it reserves the right to request that the software firm provide another implementation partner or solution. All firms submitting proposals, by virtue of doing so, are recognizing that the State Bar retains this option as part of this RFP procurement process.

¹ An Enterprise Resource Planning ("ERP") system is defined as "a business management system that integrates all facets of the business, including planning, manufacturing, sales, and marketing." See <http://www.webopedia.com/TERM/E/ERP.html>).

- 1.4.5 In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed by e-mail only to the State Bar's Director of Information Systems, Catherine Hamilton. All questions will be answered in conjunction with the Pre-Proposal Conference (see section 5.1.) Attempts to contact State Bar employees or State officials to influence the procurement decision may lead to immediate elimination of a proposal from further consideration.
- 1.4.6 This procurement involves negotiated software and professional services contracts. Since the cost is weighted at least 30% during the evaluation process, the State Bar expects that vendors' responses to the RFP will include their best and most competitive price and business terms. The State Bar will consider all cost and business terms to be negotiable and not artificially constrained by the internal corporate policies of a vendor submitting a proposal. Failure to meet this requirement may lead to elimination prior to software demonstrations. In short, firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be elevated to the final negotiation phase. At the conclusion of the procurement it is the State Bar's expectation that the highest scored vendor will be awarded the contract.
- All vendors submitting proposals agree that their pricing is valid for a minimum of twelve months after proposal submission to the State Bar. Prices MUST also be inclusive of Federal, state, and local taxes if imposed by a governmental body and applicable to the material on the proposal.
- 1.4.7 Vendors selected for on-site software demonstrations or future on-site interviews agree to be available on dates specified by the State Bar. Failure to be available for specified dates may lead the State Bar to elevate another proposal. The State Bar also reserves the right to request additional information from any vendor at any time.
- 1.4.8 Each vendor submitting a proposal must certify that it has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done; and that its proposal is based upon the terms, specifications, requirements, and conditions of the RFP. The proposing vendor must further agree that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project.

- 1.4.9 Vendors must certify that their proposal is submitted without collusion, fraud or misrepresentation as to other proposing vendors, so that all proposals for the project will result from free, open and competitive submissions from among all vendors.

When responding to this RFP, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may result in a proposal's being considered unresponsive and may result in its immediate elimination from further consideration.



THE STATE BAR
OF CALIFORNIA

2. General Submittal Requirements

2.1 ISSUING AGENT

Vendors are specifically directed not to contact any State Bar personnel for meetings, conferences or technical discussions that are related to this procurement, other than those specified here in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of the vendor's RFP response. All communications regarding this RFP process should be directed by e-mail only to Ms. Catherine Hamilton, Director of Information Systems, e-mail: cathy.hamilton@calbar.ca.gov.

2.2 SUBMISSION REQUIREMENTS

In order to facilitate the analysis of responses to this RFP, vendors are required to prepare their proposals in accordance with the instructions outlined in this part and elsewhere in this RFP. Each vendor is required to submit its proposal in a sealed package. Vendors should ensure they have received this RFP along with three Microsoft Excel spreadsheets and three Microsoft Word documents that contain: (1) the cost schedule, (2) detailed functional requirements; 3) an estimated staffing matrix; 4) software reference form; 5) implementation reference form; 6) third-party software reference form.

Two copies of a CD-ROM must be submitted containing the entire contents of your proposal. In addition, seven (7) hard copies shall be submitted to the address shown below.

Mailing Address:

Ms. Catherine Hamilton, Project Manager
Director, Information Technology
State Bar of California
180 Howard Street
San Francisco, CA 94105

The original submission shall be clearly marked "original." Proposals must be received no later than 5:00 p.m. (Pacific) on Monday, October 28, 2002. Proposals shall be sealed and marked in the lower left-hand corner with "Enterprise System RFP Response." The vendor's name and address should also be marked clearly on the proposal submission.

Please use the following checklist to ensure that you are submitting a complete proposal. Additionally, please ensure that all electronic files are clearly identified with your business name and address.

- Two copies of the entire proposal submitted electronically on CD-ROM.

- ❑ Seven (7) bound copies of the proposal (including hard copies of costs & requirement responses), presented in a professional manner.
- ❑ Microsoft Excel 2000 (or lower version) workbook containing functional requirements responses.
- ❑ Microsoft Excel 2000 (or lower version) workbook containing cost estimates. In addition, vendors are expected to estimate the costs of additional hardware and footnote such added costs appropriately in the cost estimates. Finally, it is important to estimate work effort required for implementation by State Bar staff and tie this directly to the proposed implementation schedule.
- ❑ Microsoft Excel 2000 (or lower version) workbook containing staffing loading matrix.
- ❑ Software and implementation firm references on forms supplied in this RFP (Microsoft Word 2000 or lower version).
- ❑ Signed mandatory submittal forms presented in the attachments to this RFP.

2.3 DELIVERY OF PROPOSAL

Each proposal must be received by the date and time set for closing receipt of offers. The submission shall be identified with the name of the vendor and the date and time of closing. Proposals received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to the State Bar for the premature opening of a proposal not properly addressed and identified. The State Bar suggests that vendors confirm delivery of mailed or hand-delivered proposals directly to the State Bar's Project Manager prior to the established deadline. Late proposals will be deemed eligible for consideration at the discretion of the State Bar's Project Manager. In no event, however, will late proposals be excused for documented delivery problems later than 5 p.m. Pacific Standard Time on October 28, 2002.

2.4 SUBMITTAL COSTS

Those submitting proposals do so entirely at their expense. There is no express or implied obligation by the State Bar to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, providing additional information when requested by the State Bar or for participating in any selection interviews.

2.5 ACCEPTANCE OF SUBMITTAL REQUIREMENTS

Submission of any proposal indicates a vendor's acceptance of the conditions contained in this RFP unless clearly and specifically noted otherwise in the proposal.

2.6 INTERPRETATIONS

Should any vendor find discrepancies, omissions or ambiguities in this RFP, the vendor should contact Ms. Hamilton by e-mail and request an interpretation. Further information and clarifications will be addressed during a Pre-Proposal meeting scheduled for October 7, 2002. Vendors are encouraged but not required to participate. Answers to questions and clarifications made before, during, and after the Pre-Proposal meeting will be posted on the State Bar's website at:

http://www.calbar.ca.gov/state/calbar/calbar_generic.jsp?sCategoryPath=/RFP.

If, prior to the date fixed for submission of proposals, a vendor submitting a proposal knows of an error in the RFP but fails to notify the State Bar of the error, the vendor shall bid at its own risk, and if the vendor is awarded the contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.7 TENTATIVE PROCUREMENT SCHEDULE

September 17, 2002	RFP Release Date
October 7, 2002	Vendor Pre-Proposal Conference Call (10:00 a.m. Pacific)
October 28, 2002	Proposals Due (5:00 p.m. Pacific)
November 2002	Proposals Evaluated and Vendors Elevated for Demos
December 2002	Software Demonstrations and Implementation Interviews
December 2002	Discovery Sessions with Select Vendors
March 2003	Finalize & Sign Contracts
May 2003	Implementation Start-Up

2.8 REJECTION

The State Bar reserves the right to reject any or all submissions, in whole, or in part, for any reason, without incurring any cost or liability whatsoever. Further, the State Bar reserves the right to award the contract in whole or in part and/or negotiate any or all terms with individual vendors if doing so is deemed in the State Bar's best interest. All proposals will be reviewed for completeness. If a proposal fails to meet a material requirement of the RFP, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements set forth in the RFP.

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a vendor from full compliance with solicitation document specifications.

All bids may be rejected in any case where it is determined that the proposals are not competitive or reasonable in cost.

Proposals that contain false or misleading statements may be rejected if in the State Bar's sole discretion it determines the information was intended to mislead the State Bar regarding a requirement of the RFP.

2.9 AWARD AND EXECUTION OF CONTRACT

Subject to the State Bar's absolute right to reject all bids as set forth in Section 2.7, above, the vendor, as determined by the evaluation process described in Section 4, will be awarded a contract.

Notice of the Bar's intention to award the contract to the prevailing vendor will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA, and sent by facsimile and regular mail to bidders within five business days of the contract award date. It is anticipated that final selection of the vendor will be made by May 2003. The evaluation team will select a winning proposal, subject to approval by the Board of Governors.

Prior to the execution of a written Agreement by both parties concerning the Services described herein, no implied contract or agreement shall be binding on the State Bar. If a contract cannot be reached after a period of time deemed reasonable by the State Bar, the State Bar reserves the right to contact any of the other vendors that have submitted bids and enter into negotiations with them.

2.10 QUESTIONS REGARDING THE RFP

Further information and clarifications will be addressed during a Pre-Proposal meeting scheduled for October 7, 2002. Vendors are encouraged but not required to participate. Answers to questions and clarifications made before, during, and after the Pre-Proposal meeting will be posted on the State Bar's website at:

http://www.calbar.ca.gov/state/calbar/calbar_generic.jsp?sCategoryPath=/RFP.

If a vendor's question relates to a proprietary aspect of its proposal or bid and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be so notified.

If a vendor submitting a proposal or bid believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the RFP be changed. The request must set forth the recommended change and the vendor's reason for proposing the change. Any such request must be received by the State Bar no later than September 23, 2002.

2.11 ADDENDA

The State Bar may modify the RFP prior to the date fixed for submission of proposals by e-mailing an addendum to the vendors to whom the RFP was sent. An e-mail from vendors acknowledging receipt of the addendum will be requested. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar by e-mail or fax no later than one (1) day following the issuance of the addendum.

2.12 WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice of withdrawal must be signed by the vendor. The vendor may, thereafter, submit a new or modified proposal, provided that it is received at the State Bar no later than the date specified for submission of proposals. Modification offered in any other manner, oral or written, after the deadline, will not be considered.

2.13 PROTEST PROCEDURE

The State Bar has established a process governing vendor protests. Written protests must be filed within five (5) business days of the contract award notification. Vendors interested in learning more about the protest process should contact Ms. Hamilton, Director, Information Systems, via e-mail to obtain a copy of the protest policy.

2.14 CONFIDENTIAL MATTERS/PUBLICITY

Only information marked as confidential or proprietary by vendors will be recognized as such. Even in these cases, the State Bar reserves the right to (1) share that information with its staff involved in evaluation or GFOA consultants engaged to evaluate the proposals, and (2) follow rules of disclosure that are mandated under State Bar policies or state or federal law. Remaining non-confidential material in the proposal will be maintained for the Bar's official files and will be subject to public inspection. News releases pertaining to vendor elevation in the RFP process, selection for contract

negotiation or the award of a contract may not be made without the prior written approval of the State Bar.

2.15 RETENTION OF VENDOR MATERIAL

The State Bar reserves the right to retain all proposals regardless of which response is selected. No proposals will be returned to vendors. Submitted proposals will be subject to public inspection.

2.16 CONTRACTING REQUIREMENTS

Upon selection of a Vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that in addition to the scope of services described in this RFP, final agreement between the State Bar and the selected Vendor will include, without limitation, the following principal terms.

2.16.1 AVAILABILITY OF FUNDS

If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the availability of funds. If funds to effect such continued payment are not available, Vendor agrees to terminate services supplied to the State Bar under this contract and relieve the State Bar of any further obligation therefore.

In no event will either party be entitled to any adjustment to compensation because of any delay due to force majeure. No direct, indirect or consequential damages, whether for delay, disruption, interference, impact, extended overhead, lost profit or any other cause, will be payable by either party as a result of any delay due to force majeure.

2.16.2 INDEMNIFICATION

Vendor will indemnify, defend and hold the State Bar (its board of governors, employees, agents and representatives, as the same may be constituted from time to time hereafter, who shall subsequently be designated the "Indemnitees"), entirely harmless with respect to any and all claims, losses, damages, liabilities and expenses (including without limitation attorneys' fees and expenses) reasonably incurred by Indemnitees in connection with or as a result of any acts, errors or omissions of Vendor, its employees, subcontractors, agents, representatives or assigns, in connection with its performance of its obligations

under the agreement, including without limitation any infringement or improper appropriation or use of the U.S. copyright, trademark, patent, or trade secret or similar proprietary rights of any third party. Vendor shall further indemnify and hold Indemnitees entirely harmless with respect to any and all expenses and costs (including without limitation attorneys' fees and expenses) reasonably incurred by Indemnitees in connection with the State Bar's enforcement of its rights under this indemnity provision.

In connection with any claim which may give rise to indemnity hereunder resulting from or arising out of any claim or legal proceeding by a person other than an Indemnitee, Vendor, at the sole cost and expense of Vendor, may, upon written notice to Indemnitee, assume the defense of any such claim or legal proceeding. If Vendor assumes the defense of any such claim or legal proceeding, Vendor shall select counsel subject to the Indemnitee's approval which shall not be unreasonably withheld, to conduct the defense of such claims or legal proceedings and, at the sole cost and expense of Vendor, shall take all steps necessary in the defense or settlement thereof. Vendor shall not consent to a proceeding, without the prior written consent of Indemnitee, which consent shall not be unreasonably withheld or delayed. Indemnitee shall be entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense. If Vendor does not assume the defense of any such claim or litigation resulting therefrom in accordance with the terms hereof, Indemnitee may defend against such claim or litigation in such manner as Indemnitee may deem appropriate, including, but not limited to, settling such claim or litigation, after giving notice of the same to Vendor, on such reasonable terms as Indemnitee may deem appropriate. Exercise by Indemnitee of this option will not operate to diminish Vendor's indemnity obligations in any fashion.

In the event both the Indemnitee and Vendor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Vendor shall provide, at its own costs, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the State Bar is defended by Vendor. The State Bar's exercise of this option will not operate to diminish Vendor's indemnity obligations in any fashion.

2.15.3 INSURANCE OBLIGATIONS OF VENDOR

Vendor will agree to provide and keep in full force and effect during the term of the Agreement, at the Vendors' own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Three Million Dollars (\$3,000,000.00); at least Three Million Dollars (\$3,000,000) personal and advertising injury limit; at least Three Million Dollars (\$3,000,000) premises and operations limit; at least Three Million Dollars (\$3,000,000.00) products liability; at least Three Million Dollars (\$3,000,000.00) each occurrence limit.

Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000) per occurrence.

Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (1,000,000) combined single limit.

Vendor should provide the State Bar with true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days following the execution of the Agreement. Each such policy of insurance should name the State Bar as an additional insured and should state that such policy or policies shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy of insurance maintained pursuant to the agreement should provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, the State Bar may secure the appropriate insurance policies and the Vendor shall pay upon demand the cost of same to the State Bar or the State Bar may terminate the Agreement. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

Vendor should immediately notify the State Bar if the Vendors' commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate the Agreement in accordance with the Agreement, except that notwithstanding anything to the contrary, the State Bar will only be required to give the vendor two (2) days notice of such termination.

2.16.4 CONFLICT OF INTEREST

The State Bar, as a public corporation, is subject to government mandated conflict of interest codes (See Business and Professions Code section 6036; Government Code sections 82019 and 82048). Vendor will familiarize itself with the State Bar's conflict of interest codes and avoid any and all situations that could result in violation of the provisions of said codes.

2.16.5 NONDISCRIMINATION

During the performance of this agreement, Vendor and its subcontractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, sexual orientation or request for family care leave. Vendor and its subcontractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Vendor and its subcontractors will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990(a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code 12990 (a)-(f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, will be incorporated into this agreement by reference and made a part hereof as if set forth in full. Vendor and its subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2.16.6 WARRANTY

A warranty is sought for both the software and implementation services. The selected software vendor will warrant that the proposed software will conform in all material respects to the requirements and specifications as stated in this RFP. That is, the detailed requirements as stated in this RFP are expected to become part of the selected software vendor's contract and will be warranted as such. The selected vendor must warrant that the content of its proposal accurately reflects the software's capability to satisfy the functional requirements as included in this RFP. Furthermore, the warranty, at a minimum, should be valid for the duration of the implementation plus a suitable period afterwards to detect defects in a live environment and during one-time events such as fiscal year-end. The State Bar will look more favorably at vendors with warranty periods longer than the minimum specified herein.

The State Bar also expects a warranty for implementation services (e.g., work products, developed modifications, and system configuration) for 120 days after each module is placed into production, with exception of non-monthly, non-repetitive transactions (e.g., fiscal year-end, calendar year-end) which will have a valid warranty period of one year or first time production execution, whichever occurs first. For the purposes of this RFP, “into production” means that the State Bar is processing its daily transactions using the applicable modules of the system and that such processing starts no more than forty-five (45) days after final acceptance of the module. The State Bar anticipates that the vendor team will assign specific warranty responsibility for each of the functional requirements to one of the vendor team members during Phase IV of the evaluation process. It is assumed that vendors have priced their services to recognize these warranty provisions. The extent of the warranty coverage will be evaluated as priced in the cost of implementation services.

The State Bar’s remedy for violation of warranty will be for Vendor to satisfactorily re-perform the services within 30 days after being notified of warranty violation. After making all reasonable efforts, if Vendor is unable to satisfactorily re-perform the services, Vendor will refund the State Bar the amount paid for the services in question.

2.16.7 ARBITRATION

Any question, claim or dispute arising out of or in connection with the Agreement which is in excess of Five Thousand Dollars (\$5,000) will be referred to binding arbitration. Such arbitration will take place before one (1) arbitrator in the City and County of San Francisco, and will be conducted in accordance with Title 9 of the California Code of Civil Procedure. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of this agreement. The cost of the arbitration will be borne equally by the parties. Disputes of Five Thousand Dollars (\$5,000) or less will be handled in Small Claims Court in the City and County of San Francisco.

2.16.8 COMPENSATION

Proposals for implementation services are expected to be on a not-to-exceed basis. Under a not-to-exceed arrangement, the State Bar compensates vendors on the basis of hours and expenses incurred up to a ceiling amount. If there is a “residual” amount at the end of the project (difference between total implementation contract amount and actual total costs), the State Bar will retain

the difference. By contrast, if the implementation cost ceiling is exceeded, vendors finish the work at no additional compensation, unless specific assumptions outlined in the proposal are not met by the State Bar or unless the State bar agrees to additional compensation prior to such work. The State Bar reserves the right to ask vendors to resubmit proposal pricing on either a fixed basis or a combination of fixed and not-to-exceed basis as part of the final contracting process.

2.16.9 TERMINATION

The Agreement may be terminated by the State Bar, in its sole discretion, upon fourteen (14) days' written notice to the vendor. In the event of termination, the vendor's sole compensation will be for that portion of the services performed to the date of termination, together with reimbursable expenses, if any, then due, pursuant to the Agreement; provided, however, that the vendor will not be paid for any services or reimbursable expenses associated with any work or service that was not specifically authorized by the State Bar under the Agreement.

The Agreement may be terminated by the State Bar upon seven (7) days' written notice to the vendor in the event vendor fails to comply with any material provision of the provisions of the Agreement. If the Agreement is terminated pursuant to this section, the State Bar will have the right to have the services completed by other parties and the vendor will reimburse State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in the Agreement. Any such action by the State Bar will not be deemed a waiver of any other right or remedy the State Bar may seek or enforce, including, without limitation, consequential damages caused directly or indirectly by the vendor's failure to comply with any of the provisions of the Agreement.

The Agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, or (d) expiration of the agreement. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of the Services performed to the date of termination, together with reimbursable expenses, if any, then due, pursuant to the Agreement; provided, however, that the vendor will not be paid for any Services or reimbursable expenses associated with any work or Service which was not specifically authorized by the State Bar under the Agreement.

2.16.10 CONFIDENTIAL MATTERS

Vendor will retain all confidential information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under the agreement entered into between the State Bar and Vendor without the prior written consent of the State Bar. The State Bar will retain the right to enjoin any unauthorized disclosure in an appropriate court of law. Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.



THE STATE BAR
OF CALIFORNIA

3. Detailed Submittal Requirements

3.1 PROPOSAL FORMAT

Vendors shall prepare their proposals in accordance with the instructions outlined in this part. Each vendor is required to submit the proposal in a sealed package. Vendors must acknowledge, by e-mail, on or before September 23, 2002 they have received by e-mail this RFP; three Microsoft Excel spreadsheets; and three Microsoft Word documents containing: (1) the cost schedule, (2) detailed functional requirements; 3) an estimated staffing matrix; 4) software reference form; 5) implementation reference form; and 6) third-party software reference form.

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. The proposal should be organized into the following major sections:

Proposal Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Scope of Services
3.0	Company Background
4.0	Proposed Application Software and Computing Environment
5.0	Third-Party Products/Optional Software
6.0	Responses to Functional/Technical Requirements
7.0	Implementation Plan
8.0	Training Plan
9.0	Maintenance and Support Program
10.0	Client References
11.0	Cost Proposal
12.0	Exceptions to the RFP
13.0	Sample Documents

Instructions relative to each part of the response to this RFP are defined in the remainder of this section.

3.2 EXECUTIVE SUMMARY

(Proposal Section 1.0) This part of the response to the RFP should be limited to a brief narrative summarizing the vendor's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should include cost quotations at a summary level only, for software and services totals at most. Please note that the executive summary should identify the primary

engagement contact for the software vendor, the contact for the implementation services firm if different, and the contact for any third-party software being proposed. Contact information should include a valid e-mail address and a toll-free telephone number. The State Bar will only consider software firms, and NOT their implementation partners, to be the primary point of contact throughout this engagement.

3.3 SCOPE OF SERVICES

(Proposal Section 2.0) This section of the vendor's proposal should include a general discussion of the vendor's overall understanding of the project and the scope of work proposed.

3.4 COMPANY BACKGROUND

(Proposal Section 3.0) Each proposal must provide the following information about the submitting vendor's company, the implementation partner's company and any third-party vendor being proposed to provide a business function so that the State Bar can evaluate the vendor's stability and ability to support the commitments set forth in response to the RFP. The State Bar, at its option, may require a vendor to provide additional support or clarify requested information.

Background information shall include:

- How long the company has been in business.
- A brief description of the company size and organizational structure.
- How long the company has been selling the proposed software to clients similar to State Bar.
- Most recent audited financial statements for the software vendor and the software implementation firm as contained in relevant annual reports; the statements should include information on annual sales, profitability, and the like.
- Listing of installs at entities similar to the State Bar by name and state. Large membership organizations are to be listed first. The number of users, distinguished by type if relevant, should also be included.
- Any material (including letters of support or endorsement from clients) indicative of the vendor's capabilities.
- If partnering, how long the implementer has worked with the software vendor and how many implementations the two parties have completed together.
- Evidence that the vendor, is a corporation, is in good standing and qualified to conduct business in California.

- Copies of business licenses, professional certifications or other credentials.

3.5 PROPOSED APPLICATION AND COMPUTING ENVIRONMENT

(Proposal Section 4.0). The vendor must present, in detail, features and capabilities of the proposed application software. In addition to the description, please provide in succinct narrative form (at least one paragraph per item) answers to the following questions:

Modular Integration. What proposed modules are fully integrated (part of the base software) into the main ERP application? What are the proposed third-party applications? If there are proposed third-party applications, how are they integrated into the main ERP application? For instance, do the third-party applications share security definitions and similar menu structures?

Technology architecture. The State Bar prefers a solution that is compatible with its technical environment and experience. The State Bar's current technical architecture is based upon the IBM/OS400 platform and Windows NT/2000 and future Windows platforms. How does your software utilize any of these platforms? What are the network requirements? What are the database requirements? What are the server requirements? What are the desktop (client) requirements? How do you propose the software to be installed to serve the State Bar's two large offices in Los Angeles and San Francisco and the smaller office (three employees) in Sacramento? Can your software be browser based?

Reliance on Best Business Practices/Degree of Process Reengineering Imposed or Required. What types of best business practices are built into the software? How does the software pertain to State Bar operations in particular?

Administration/Development Toolsets. What application toolsets are included with the software? What programming languages and skills are required to maintain the software? What tools are available to customize the software (e.g., add fields, create new tables, change menus, etc.)? What monitoring is routinely required for optimal system performance (e.g., monitoring of audit files)?

Security. What security tools are included with the software? How do restrictions to the following work: administrative tool access; application access; menu access; record access; field access; and querying/reporting access? How is the security profile defined? What is included in the user security profile?

Upgrade tools. What is the upgrade frequency? How are patches and fixes applied? How are patches and fixes deployed? How are upgrades applied? What happens to software

customizations (e.g., user-defined tables and fields) during the upgrade? How many versions of the software does your company support?

Reporting and Analysis Tools. What reporting tools are available? What OLAP tools are available? Are there any interfaces to Microsoft Office? Do the same security definitions apply to the reporting tools as to the main ERP software?

3.6 THIRD-PARTY PRODUCTS/OPTIONAL SOFTWARE

(Proposal Section 5.0) The vendor shall explicitly state the name of any third-party products that are part of the proposed solution to the State Bar. For each third-party product there should be a statement about whether the vendor's contract will encompass the third-party product and/or whether the State Bar will have to contract on its own for the product.

A proposal must describe any products, features or other value added components recommended for use with the proposed financial system that have not been specifically requested in this RFP. The vendor should also provide proof that it has access to the third-party software source code (owned or in escrow) and that the vendor has the ability to provide long-term support for the third-party software components of its system. Consideration of these products, features or other value-added components will be given where these may be of value to the State Bar.

3.7 RESPONSES TO FUNCTIONAL/TECHNICAL REQUIREMENTS

(Proposal Section 6.0) Responses to the requirements listed in the Attachments to this RFP must be provided in this section of the vendor's proposal. Vendors should use the format provided and add explanatory details as necessary in a separate spreadsheet using the requirement number as a reference. The following answer key must be used when responding to the requirements:

F	Fully Provided "Out-of-the-Box"	CU	Customization (Change to source code required)
CO	Configuration (Setup required with built-in tools and procedures but no change in source code is required)	NV	Very next version of the software.
R	Provided with Reporting Tool	NA	Not Available
TP	Third Party Software Required to Fully Provide Requirement		

Note: Vendors must use one code only per requirement. Any requirement that is answered in any other way will be treated as a negative/non-response. Vendors should feel free to create their own separate spreadsheet for lengthy comments on particular requirements that are cross-referenced to specific

requirement numbers. All requirement responses must be submitted in the format (Excel 2000 or below) presented in the attached spreadsheet. The proposals submitted, including requirement responses, will become attached to the software license and implementation services contract.

3.8 IMPLEMENTATION PLAN

(Proposal Section 7.0) The vendor must provide a detailed plan for implementing the proposed system. This information **MUST** include:

- Detailed methodology for implementing enterprise software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Detailed methodology for implementing third-party software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.
- Project organization chart showing State Bar and vendor staff.
- Work effort estimates. A "staff loading" chart listing resource utilization by each month should also be submitted on the form provided in the Attachments to this RFP. The State Bar reserves the right to alter work effort estimates after further discussion with the vendor.

Note: The State Bar expects to provide a minimum staffing of 50% of the implementation hours, but reserves the right to alter the mix upon further discussion with vendors. Pricing should assume 50% implementation work effort by the State Bar and 50% work effort by the implementer. Work effort estimates must match assumptions presented in the cost schedule and the assumptions presented in the implementation methodology.

3.9 TRAINING PLAN

(Proposal Section 8.0) The vendor must provide a detailed plan for training the project team, end-users, and technology personnel. This information **MUST** include:

- Overview of proposed training, including options for on-site or off-site training services, for project team, end-users, and technology personnel.
- Use of third-party training resources. Vendor should identify third-party partners that provide training in the use of its application.

3.10 MAINTENANCE AND SUPPORT PROGRAM

(Proposal Section 9.0) The proposal must specify the nature of any post-implementation and on-going support provided by the vendor including:

- Post-implementation support (e.g., one month of on-site support after go-live).

- ❑ Telephone support (e.g., include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.).
- ❑ Special plans defining “levels” of customer support (e.g., gold, silver, etc.). Define what level of support is being proposed.
- ❑ Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module.
- ❑ Availability of user groups and their geographic areas.
- ❑ Problem reporting and resolution procedures.
- ❑ Bug fixes and patches.
- ❑ Support provided for third-party solutions.
- ❑ Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).
- ❑ If there is to be a separate maintenance contract, vendor should attach form of such contract, if any.

3.11 CLIENT REFERENCES

(Proposal Section 10.0) The State Bar considers references for both the software and implementation vendors to be important in its decision to award a contract. The State Bar will not call vendors to tell them that their references will be contacted because all references provided will be contacted by the State Bar/GFOA during the selection process. Similarly, the State Bar/GFOA will not work through a vendor's Reference Manager to complete a reference. The names and phone numbers of the project manager for each reference must be listed. Failure to provide this information may result in the vendor not being elevated to software demonstrations.

3.11.1 SOFTWARE VENDORS

Using the forms attached to this RFP, software firms should provide at least five (5) client references that are similar in size and complexity to this procurement and have utilized the proposed system in a comparable computing environment. References should be for fully completed (live) installations. Each reference should include information on the “breadth” of the software solution (e.g., GL, AP, AR, etc.). Information should include at the minimum: date of installation, length of implementation, name of client reference, name of agency’s project manager, jurisdiction, address, telephone and fax numbers. Please inform references that they will be contacted by the GFOA/State Bar.

3.11.2 IMPLEMENTATION FIRMS

Using the forms attached to this RFP, implementation firms are also expected to provide five (5) references (unless already included in the references for software firms) for sites similar to the State Bar in implementation requirements. One reference should be a former client with whom the Vendor no longer has a business relationship. The information requested for the software vendors (names, addresses, titles, etc.) should also be provided here. Please inform references that they will be contacted by the GFOA/State Bar.

3.11.3 THIRD-PARTY SOFTWARE FIRMS

Using the forms attached to this RFP, third-party software firms addressing particular functionality (e.g., budget preparation software) should provide at least five (5) client references that are similar in size and complexity to this procurement and that have used the prime enterprise software. Submit references for fully completed (live) installations. One reference should be a former client with whom the Vendor no longer has a business relationship. Please inform references that they will be contacted by the GFOA/State Bar.

3.12 COST PROPOSAL

(Proposal Section 11.0) Vendors should submit an estimate of project costs. The vendor's cost proposal must be presented in the format provided in the Attachments to this RFP. The State Bar reserves the right to contact vendors on cost and scope clarification at any time throughout the selection process and negotiation process. Finally, it is important that vendors use the cost format presented in this RFP and NOT their own format. Do NOT use "TBD" (to be determined) or similar annotations in the cells for cost estimates. All cells must be filled out. The State Bar is asking vendors to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated.

Note: Failure to fully provide cost and work effort estimates will lead to elimination prior to software demonstrations.

The State Bar may award a purchase contract, based on initial offers received without discussion of such offers. A vendor's initial offer should, therefore, be based on the most favorable terms available. The State Bar may, however, have discussion with those vendors that it deems in its discretion to fall within a competitive range. It may also request revised pricing offers from such vendors, and make an award and/or conduct negotiations thereafter.

3.13 EXCEPTIONS TO THE RFP

(Proposal Section 12.0) All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the State Bar, and the description of the advantages or disadvantages to the State Bar as a result of exceptions. The State Bar, in its sole discretion, may reject any exceptions or specifications within the proposal. Vendors may also provide supplemental information, if necessary, to assist the State Bar in analyzing responses to this RFP.

3.14 SAMPLE DOCUMENTS

(Proposal Section 13.0) To establish a complete and competitive proposal, vendors must include sample copies of the following documents:

- ❑ Sample software licensing agreement
- ❑ Sample implementation services agreement
- ❑ Sample standard reports
- ❑ Sample documentation (CD-ROM)



THE STATE BAR
OF CALIFORNIA

4. Evaluation Of Proposals

4.1 STATE BAR'S CONSULTANTS

The State Bar has retained the services of the Government Finance Officers Association (GFOA) to assist in procuring enterprise financial/human resources software and implementation services. GFOA will also be assisting the State Bar during contract negotiations for the software license agreement and the implementation services contract. GFOA's role is to provide information and advice related to this process. The decision to select any software and services vendor is solely the responsibility of the State Bar.

4.2 SELECTION PARTICIPANTS

Three groups of State Bar employees will evaluate software and implementation services proposals. The groups are as follows:

Executive Steering Committee. The Executive Steering Committee will play the main “governance” role on the project and will make the final recommendation to the State Bar's Senior Executive Team. It will base the recommendation on the input of the Evaluation Team and its own assessment of software demonstrations and other information. ESC members are: the Deputy Executive Director, the Manager of Human Resources & Employee/ Labor Relations, the Director of Finance, and the Senior Executive for Information Technology (CIO).

Evaluation Team. The Evaluation Team is responsible for the evaluation and rating of the proposals and demonstrations and for conducting interviews during site visits. The Evaluation Team is responsible for evaluating software functionality, technology architecture, implementation capabilities, costs, and other selection criteria. The team's objective is to make recommendations for vendor selection to the Executive Steering Committee. The Evaluation Team consist of the following staff: two Accounting Supervisors, a Payroll Technician II, a Senior HR Analyst, a Purchasing Supervisor, the Manager for System Development, the Manager for Budget and Development, and the Director of Administration – General Counsel.

End User Team. The End User team consists of subject matter experts from State Bar departments that have deep knowledge of specific business processes. The End User Team's responsibility during selection is to support the Evaluation Team. Members of this team will be called as needed.

4.3 SELECTION PROCESS

The Evaluation Team will review all timely received proposals to determine the highest-scored vendor. The State Bar will use a competitive process based upon “selection levels.” For each decision point in the process, the State Bar will evaluate vendors under specific decision factors and will elevate a certain number of vendors to compete against

each other. The State Bar recognizes that if a vendor fails to meet expectations during any part of the process, it reserves the right to proceed with the remaining vendors or to elevate a vendor that was not elevated before. The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's ability to meet all requirements specified in this RFP, including general and detailed submittal requirements, the Evaluation Team's assessment of the proposal, and cost.

Selection of the finalist vendor will be based upon the following steps and factors that are explained in further detail in the immediately following sections:

- Level 1 (Procurement Requirements Assessment)
 - Conformity to Submittal Requirements set forth here and in sections 2.2 and 2.3.
 - Software vendor experience at comparable sites.
 - Implementation service firm's experience at comparable sites.
 - Stability of product and its environment.
- Level 2 (Detailed Proposal Assessment)
 - Ability to meet general and detailed procurement requirements.
 - Responses to business requirement spreadsheets.
 - Compatibility with the State Bar's current technology architecture.
 - Cost and implementation staffing plans.
- Level 3 (Demonstrations and Implementation Firm Interviews)
 - On-site software demonstrations and labs.
 - Software and implementation references.
 - Site visits (optional step).
- Level 4 (Discovery Sessions)
 - Formal responses to State Bar's information requests.
 - Overall cost of the proposal.
 - Responses to legal terms and conditions.
- Level 5 (Final Contract Negotiations)
 - Final contract negotiations.

4.3.1 Level 1 - Procurement Requirements Assessment

Goal: Elevate vendors that have met the minimum RFP requirements.

Result: Vendors that meet the minimum RFP requirements advance to level 2 (proposal assessment).

Process: All proposals received will be inspected for compliance with the general RFP requirements. The State Bar may contact individual vendors for clarification or correction of minor errors and submissions. The vendor must furnish any requested information to the State Bar within two (2) business days or the proposal will be evaluated as originally

received. Major errors or omissions, such as the failure to provide a cost schedule, may result in a determination that the proposal is non-conforming and rejection of the proposal.

4.3.2 Level 2 – Detailed Proposal Assessment

Goal: Conduct a detailed assessment of the submitted proposals.

Result: No more than three proposals, based upon the weights presented below, will advance to level 3 (on-site software demonstrations and interviews).

Decision Factors:

Process: This elevation will be based on a thorough assessment of all proposals by the State Bar. Evaluation Team members will assess the following: 1) proposed cost of software and services; 2) ability of software to meet functional requirements; 3) compatibility with technology architecture; 4) implementation plan/rollout/staffing, and 5) maintenance and support costs (5 Year Total). Weights for these five factors are indicated below.

FACTOR		WEIGHT
1.	Cost of Software and Services	25
2.	Meeting Functional Requirements	25
3.	Compatibility with Technology Vision	15
4.	Implementation Plan/Rollout/Staffing	25
5.	Maintenance and Support Costs (5 Year Total)	10
Total		100

4.3.3 Level 3 (Demonstrations and Implementation Firm Interviews)

Goal: Conduct on-site demonstrations and implementation firm interviews. In addition, the results of reference checks and (optional) site visits will be used in identifying vendors for Level 4.

Result: No more than two proposals receiving the highest rankings, based upon the criteria and weights presented below advance to level 4 (Discovery Session)

Decision Factors:

FACTOR		WEIGHT
1.	Software Demonstrations	25
2.	Software and Implementation References &	25

	(Optional) Site Visits	
3.	Implementation Plan/Staffing/Rollout	25
4.	Completeness of Cost Proposal, Value of Solution	25
Total		100

Process: Select software and services firms will be required to attend on-site demonstrations at State Bar facilities in San Francisco. Vendors must follow a script and will also be required to staff a concurrent software lab where State Bar staff can ask vendors detailed questions and “test drive” the software. Implementation methodology, staffing, rollout and costs will be examined during the on-site meetings. Reference checks will also occur at this step.

4.3.4 Level 4 – Discovery Sessions

Goals: Vendors elevated to Level 4 will be asked to respond in writing to issues and questions raised by the State Bar at the software demonstrations. In addition, the State Bar may ask a vendor to update pricing based on discussions at demonstrations or comments to the proposals. Vendors will then be asked to attend Discovery Sessions on-site. The aim of Discovery is to allow the State Bar staff to get a second set of software demonstrations in specific areas. In addition, during the Discovery Session the vendors will also have the opportunity to respond to issues raised by the State Bar subsequent to software demonstrations.

Result: Based on the Discovery Sessions and information that vendor will provide shortly thereafter, a single vendor will be identified as the finalist for contract negotiations. If a contract cannot be reached after a period of time deemed reasonable by the State Bar, it reserves the right to contact any of the other vendors that have submitted bids and enter into negotiations with them.

Decision Factors:

FACTOR		WEIGHT
1.	License and Implementation Services Costs	50
3.	Responsiveness to Contractual Terms	25
4.	Implementation Plan, Staffing and Roll-out Strategy	25
Total		100

Process: Up to two vendors will be invited to the State Bar facilities in San Francisco for a one-day Discovery session. The Discovery session consists of a one-day meeting with each vendor to clarify components of the proposals and to permit the selection teams to view specific components of the software. Following the Discovery Sessions, issues specific to each of the remaining vendor’s proposals are addressed via Request for

Clarification (RFC) Memorandums which solicit clarification and commitment from vendors to specific issues in writing. The memos are used to negotiate implementation rates, software license costs, project scope, warranty requirements and other items related to meeting the business requirements for the project. The State Bar will continue to negotiate with both proposal teams until it has satisfactory information to select a finalist vendor.

Following the Level 4 process, a final vendor will be selected to be awarded the contract, as described in Section 4.3.5.

4.3.5 Level 5 – Final Contract Negotiations

Goals: Conduct negotiations to develop software license, implementation services agreement, and Statement of Work (SOW).

Result: Final license agreement and implementation services agreement.

Process: The finalist software vendor will work with the State Bar and GFOA staff to develop a software license agreement. At the same time, the State Bar will develop a SOW and Implementation Services Agreement with the implementation firm that outlines the deliverables, milestones, roles and responsibilities, and other key issues that effect the cost and quality of the implementation. The SOW will be attached to the services agreement; the functional and technical requirements spreadsheets will be attached to both the software license and the services agreement.

4.4 DEFINITION OF DECISION FACTORS

Based on the multiple elevation stages of the evaluation process described in Section 4.3, the following table provides prospective vendors with a definition/description of each of the evaluation factors for each selection level.

Decision Factor	General Definition
Level 1	
Conformance with RFP Guidelines and Detailed Submittal Requirements.	All proposals received will be inspected for compliance with the requirements of the RFP. Major errors or omissions, such as the failure to provide required proposal elements such as the standard cost schedule, an implementation/staffing plan, and/or vendor reference forms, may result in a determination that the proposal is non-conforming, and it may be rejected.
Level 2	
Cost of Software License and Implementation Services.	The initial analysis of proposal costs will include the software license fee and all implementation service fees. Implementation service fees include an examination of costs and rates for tasks such as data conversion, interfaces, customizations, and general implementation work effort. In addition, the State Bar will evaluate cost estimates related to training and consultant travel. The cost of all work effort related to implementing the detailed business requirements must be included in the cost proposal (e.g., reports, customizations). All cost estimates should include the assumptions that form the basis of each cost category (e.g., number of hours, number of training units, specific interfaces assumed).
Maintenance and Support Costs (5-Year Total).	The State Bar will examine the total estimated cost of software maintenance and support for 5 Years. The State Bar will look more favorably on vendors that (a) waive maintenance and support fees for Year 1; (b) provide for the maintenance term/fees to commence on a date later than the delivery of the software; (c) include minimal increases in maintenance fees for Years 2-5; and, (d) provide a cap on future maintenance fees or reasonable increases for Years 6-10.
Compatibility with State Bar Technology Vision.	Software solutions that are more compatible with the future technology vision of the State Bar (e.g., technology architecture, reduced reliance on 3 rd party products) will be rated more favorably by the State Bar.
Implementation Plan/Rollout/Staffing.	<p>The State Bar will look favorably on those vendors proposing a comprehensive and quality implementation plan. Important elements of this evaluation factor include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Implementation plan and methodology; <input type="checkbox"/> Implementation timeframe and rollout strategy; <input type="checkbox"/> Estimated work effort for State Bar staff and vendor consultants; <input type="checkbox"/> Specific assumptions and work effort estimates for data conversion, interface development, and known customizations; and <input type="checkbox"/> A comprehensive training plan.

Responses to Functional Requirements.	Solutions that can meet State Bar requirements “out-of-the-box,” “via a reporting tool,” and/or via “configuration using built-in toolsets” will be rated more favorably by the State Bar than those solutions that (a) cannot provide important functionality; (b) require a significant amount of customization – changes to underlying source code; and/or (c) rely significantly on third-party products to provide core functionality (e.g., payroll, fixed assets). Since vendors will be contractually obligated to deliver the requirements as specified in the proposals, it is important that they carefully assess each requirement response.
Level 3	
Software Demonstrations.	During the scripted software demonstrations (potentially including a software lab for end-users), prospective vendors must successfully demonstrate their ability to meet the functional and technological requirements of the State Bar. In addition to meeting the core needs of the State Bar for functions such as general ledger, purchasing, human resources and payroll, vendors must demonstrate the overall strength of their solution in terms of system-wide features such as integration, reporting/inquiry, drill down capabilities, and audit trails.
Software and Implementation Firm References & Non-Profit Sector Experience.	The proposals should provide sufficient detail regarding specific non-profit sector organizations where the software is in a live production environment. For software firms, the State Bar will seek to determine the extent to which the proposed software has been successfully implemented in similar non-profit sector organizations, as well as client assessments of the overall quality of the software in terms of functionality and technology features. For implementation firms, the State Bar will seek to determine the extent to which the proposed implementation firm (especially if different from the software vendor) has significant experience implementing the solution in the non-profit sector, as well as client assessments of the overall quality of the firm’s staff and implementation efforts. In assessing the experience of both software and implementation firms, the State Bar may consider factors such as its non-profit sector presence, recent increases in new customers, depth of its consulting staff, and other factors.
Implementation Interviews (Plan/Staffing/Rollout)	<i>Defined above.</i>
Completeness of Cost Proposal and Value of the Solution.	The decision to elevate vendors will be based on the overall value of the solution compared to its proposed cost. The value of each solution will be determined by the State Bar based on factors such as the ability of the software to meet its current needs while also remaining a viable long-term solution, as well as the quality and experience of the proposed implementation partner. To the extent possible, costs will be evaluated on an “apples-to-apples” basis, with the cost of each solution to be evaluated by the State Bar in terms of its overall fiscal situation and organizational priorities.
Level 4	

Completeness of Cost Proposal and Value of the Solution.	<i>Defined above.</i>
Responsiveness to Contract Terms and Conditions.	Vendors who are willing to provide the State Bar with more favorable terms for key contract terms and conditions for the software license agreement and implementation services agreement will be viewed more favorably by the State Bar. Examples of such responsiveness terms include, but will not be limited to, the following: <ul style="list-style-type: none"><input type="checkbox"/> Metrics for software license pricing;<input type="checkbox"/> Price protection for additional users and/or consulting services;<input type="checkbox"/> Payment terms for software, services, and maintenance/support; and<input type="checkbox"/> Length of warranty for software and services.
Implementation Plan/ Rollout/Staffing.	<i>Defined above.</i>



THE STATE BAR
OF CALIFORNIA

5. Vendor Participation Activities

All firms submitting proposals shall be aware that the following activities, which may require on-site participation at State Bar facilities in San Francisco, will take place as part of this selection:

5.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held as part of this procurement process. See Section 2.7 Tentative Procurement Schedule. Vendors are encouraged but not required to attend. Answers provided to questions presented at the pre-proposal conference along with a list of attendees will be posted to the State Bar's Web site. The State Bar will e-mail participation instructions to all vendors that have acknowledged receipt of the State Bar's RFP.

5.2 ON-SITE SOFTWARE DEMONSTRATIONS AND INTERVIEWS

Selected vendors will be required to demonstrate the functionality of their software in a live software environment at the State Bar's facilities in San Francisco. Vendors may also be required to set up a separate software lab that will run concurrent to the main software demonstration. Software demonstration instructions and demonstration scripts will be e-mailed to selected vendors prior to the demonstration. Software demonstrations are scheduled to last two days for each vendor.

5.3 DISCOVERY SESSION

Up to two vendors will be required to come back to State Bar facilities in San Francisco for contract interviews and possible re-demonstration of software. Discovery will last one day per vendor.

5.4 CONTRACT DEVELOPMENT MEETINGS

Vendors will also be required to develop a detailed Statement of Work (SOW) as part of the contracting process. The finalist vendor may be required to attend contract meetings at State Bar facilities in San Francisco.



THE STATE BAR
OF CALIFORNIA

6. Other Information

6.1 CURRENT SYSTEMS

FUNCTION	SOFTWARE	CURRENT NUMBER OF USERS
General Ledger	JD Edwards ver. 7.1	8
Budget Preparation	Manual Spreadsheet	1
Accounts Payable	JD Edwards ver. 7.1 FoxPro Desktop Database	3
Accounts Receivable	Dataease KOALA (custom developed)	3
Fixed Assets	Manual Spreadsheet	1
Purchasing	JD Edwards ver. 7.1 Borland Paradox 3.0 Manual Spreadsheet	2
Human Resources	Infinium PE2000 Manual Spreadsheet	12
Payroll	Pro-Business	4

6.2 ESTIMATED NUMBER OF USERS ON FUTURE SYSTEM

FUNCTION	CONCURRENT	NAMED
General Ledger	8	24
Budget Preparation	2	60
Accounts Payable	3	60
Accounts Receivable	3	10
Fixed Assets	1	10
Purchasing	2	60
Human Resources	12	600
Payroll	12	600

“Concurrent” refers to users logged into the system at the same time. “Named” refers to users with logon names and passwords who are not necessarily logged onto the system.



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7. Attachments

7.1 REQUIRED ATTACHMENTS

The following attachments must be submitted with a proposal:

- Software Reference Form
- Implementation Reference Form
- Third-Party Software Reference Form
- Cost Spreadsheet
- Staffing Matrix
- Requirements Spreadsheet

Software Firm Reference Form

Please provide at least five (5) references for the software that most closely reflect consulting projects that are similar to the Bar's in scope of work and that have been completed within the past three (3) years. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is "live." Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____ Phone: _____

Address: _____

Project Manager: _____ Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary of Project: _____

Operating Budget: _____ Number of Employees: _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

- | | |
|-------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> (1) General Ledger | <input type="checkbox"/> (5) Fixed Assets |
| <input type="checkbox"/> (2) Budget Preparation | <input type="checkbox"/> (6) Accounts Receivable |
| <input type="checkbox"/> (3) Accounts Payable | <input type="checkbox"/> (7) Human Resources |
| <input type="checkbox"/> (4) Purchasing | <input type="checkbox"/> (8) Payroll |

PROJECT COST

Hardware Cost \$ _____ Implementation Services \$ _____

Software Cost \$ _____ Internal Cost (if known) \$ _____

Program Interface Cost \$ _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

Implementation Services Firm Reference Form

Please provide at least five (5) references for implementation services that most closely reflect consulting projects that are similar to the Bar's in scope of work and that have been completed within the past three (3) years. These references should be sites where the proposed software was installed and has been **FULLY IMPLEMENTED** and is "live." Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____ Phone: _____

Address: _____

Project Manager: _____ Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary of Project: _____

Operating Budget: _____ Number of Employees: _____

PROJECT SCOPE

Please indicate (by checking box) functionality installed:

- | | |
|-------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> (1) General Ledger | <input type="checkbox"/> (5) Fixed Assets |
| <input type="checkbox"/> (2) Budget Preparation | <input type="checkbox"/> (6) Accounts Receivable |
| <input type="checkbox"/> (3) Accounts Payable | <input type="checkbox"/> (7) Human Resources |
| <input type="checkbox"/> (4) Purchasing | <input type="checkbox"/> (8) Payroll |

PROJECT COST

Hardware Cost \$ _____ Implementation Services \$ _____

Software Cost \$ _____ Internal Cost (if known) \$ _____

Program Interface Cost \$ _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____

Third Party Software Reference Form

Please provide at least five (5) references for the software that most closely reflect consulting projects that are similar to the Bar's in scope of work and that have been completed within the past three (3) years. These references should be sites at which the software has been **FULLY IMPLEMENTED** and is "Live." Please use the following format in submitting references.

GENERAL BACKGROUND

Name of Client: _____ Phone: _____

Address: _____

Project Manager: _____ / Title: _____

Phone: _____ E-mail address: _____

Service Dates: _____ Software Program/Version: _____

Summary of Project: _____

Operating Budget: _____ Number of Employees: _____

PROJECT SCOPE

PROJECT COST

Hardware Cost \$ _____ Implementation Services \$ _____

Software Cost \$ _____ Internal Cost (if known) \$ _____

Program Interface Cost \$ _____

TECHNOLOGY INFORMATION

Hardware Platform: _____

Database Platform: _____

Operating System: _____