

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for the Office of Certification Backfile Scanning Project.

Please submit 6 copies of your proposal no later than 5 p.m. on April 17, 2006 to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attn: Don Breer
Certification
415-538-2132
certscan@calbar.ca.gov

I. INTRODUCTION

The State Bar of California (“ the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. In accordance with statute and the State Bar's procurement policies, contracts of \$50,000 or more are subject to formal competitive bidding. As a governmental agency, the State Bar regularly is granted favorable governmental pricing and contract terms.

The State Bar is seeking proposals for scanning its program’s applications and historical files for the Office of Certification. The vendor will provide technical support to the State Bar to review the data plan, provide a quality assurance plan for scanning backfiles, scan all backfiles and assist with the preparation of an ongoing data management plan for the Office of Certification. The Sate Bar will host a pre-bidders conference on April 4, 2006, 10am to 12 noon in the State Bar boardroom at 180 Howard Street, San Francisco CA 94105. Documents samples and site examination will be provided.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

II. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor, including completion of Attachment A, Company History (must submit electronic MS Excel file with proposal).
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months including project beginning/end dates and project descriptions.
7. A general description of the techniques, approaches and methods to be used in completing the project, including:
 - a. Proposed project organization, including interfaces with the State Bar management and staff.
 - b. Problem issue resolution process for handling problems such as delays in obtaining required information.
 - c. Any obstacles or risks that might prevent completing each task. Describe how these risks could be mitigated to keep the project on track.
 - d. Any software tools that will be used for managing the project and generating documents.

- e. Any assumptions made in developing any aspect of the proposal. Critical cost and resource assumptions should be specifically highlighted.
 - f. Project workflow, including diagrams for the movements and security of backfile images through the process including tracking documents through the process and maintenance of document security and integrity.
8. A description of the chronology for completing the work, including a time line and deadlines for each task.
 9. A description of your approach to quality control and quality assurance including pre-scan, scan time, image/index validation and verification.
 10. A description of any value-added recommendation to the State Bar of California to optimize effort and the quality of output.
 11. A detailed cost proposal, including any travel costs and other expenses. This RFP will be evaluated on a cost per unit basis. Any additional cost such as fixed cost for setup or preparation must be stated. Cost proposal must be submitted as itemized by group, type, volume indicated on Attachment B, Cost by Program Worksheet (must submit electronic MS Excel file with proposal). As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered.

B. Rejection of Proposals

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. 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 proposal is not in substantial accord with RFP requirements.

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 bidder from full compliance with the RFP requirements.

Any proposal may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

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

C. Evaluation Process and Highest Scored Bidder

An evaluation team will review in detail all proposals that are received to determine the Highest Scored Bidder (“HSB”).

The State Bar reserves the right to determine the suitability of proposals on the basis of a proposal's meeting administrative requirements, technical requirements, the review team's assessment of the quality and performance of the equipment and services proposed, and cost.

During the evaluation process, the State Bar may require a bidder’s representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.

1. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
2. Agreement with the State Bar’s contracting requirements (10%).
3. The financial viability, technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (40%).
4. The total cost of the proposal solution. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (40%).

If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as a finalist and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about June 2, 2006 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by June 9, 2006. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract by both parties. If agreement on the terms of such a contract cannot be reached after a period deemed reasonable by the State Bar in its sole discretion, the State Bar may enter into negotiations and sign a contract with any other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to certscan@calbar.ca.gov.

Where written notice is required in this RFP, the notice must be sent by U.S. mail **and** either facsimile or e-mail.

E. Errors in the RFP

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the bidder should immediately provide the State Bar with written notice of the problem and request that the RFP be clarified or modified. Without disclosing the source of the request, the State Bar may modify the document prior to the date fixed for submission of proposals by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Anticipated questions and answers regarding the RFP are outlined in Attachment C, Document Scanning Considerations. Additional questions can be asked at the pre-bidders conference, scheduled April 4, 2006, 10am to 12 noon in the State Bar

boardroom at 180 Howard Street, San Francisco CA 94105. Any questions posed after the pre-bidders conference may be addressed in writing to certscan@calbar.ca.gov. All questions must be submitted no later than 5 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

Attendance at the pre-bidders conference is voluntary. Individuals who are planning to attend should RSVP no later than March 29, 2006. RSVP's can be sent to certscan@calbar.ca.gov or attendees can contact Don Breer at (415) 538-2132.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder 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 bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 5 days before the deadline for submitting proposals.

G. Addenda

The State Bar may modify the RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than 5 days before the deadline for submitting proposals.

H. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The notice must be signed by the bidder. The bidder may thereafter submit a new or modified proposal, provided that it is received at the State Bar no later than the deadline.

Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

I. Protest Procedure

A bidder may protest the award if it meets all the following conditions:

1. The bidder has submitted a proposal that it believes is or should have been the HSB, under the criteria set forth above;
2. The bidder believes that its proposal meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Procurement Supervisor, (415) 538-2207, andrew.conover@calbar.ca.gov, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

The State Bar of California
180 Howard Street
San Francisco, CA 94105-1639

Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within 30 days after the State Bar issues written acknowledgment of the protest. In the event that a protest is filed, the contract award will be postponed pending resolution of the protest.

J. News Releases

News releases pertaining to the award of a contract may not be made without the prior written approval of the State Bar.

K. Disposition of Materials

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for official files and become a public record. Specific limited pages of a proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The bidder's consent will be requested before release of such pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

III. STATEMENT OF WORK

A. Background

The Office of Certification develops standards for certification programs and protects the public by efficiently administering objective standards of such programs. The Office administers the following certification programs:

1. Minimum Continuing Legal Education (“MCLE”)

All active members of the State Bar, unless exempt, must meet minimum continuing education requirements every three years. Approximately 50,000 members submit a one-page compliance declaration each year. These documents are processed by an outside vendor.

The State Bar also approves educational activities and providers. The Office of Certification processes 1400 educational activity applications and 400 provider renewals each year.

2. Legal Specialization

Attorneys may be certified to specialize in the following areas of law: appellate; criminal; estate planning, trust and probate; family; immigration and nationality; personal and small business bankruptcy law; taxation; and worker’s compensation. An attorney must pass a written examination, possess special education and experience and undergo reviews made by their peers and judges in order to be a certified specialist. Certified specialists must recertify every five years. The Certification and Recertification processes and applications are confidential. There are 4,050 certified legal specialists.

In the Legal Specialization Program also approves educational providers and activities. There are 80 providers and about 150 individual activity applications processed each year.

3. Law Corporations

Attorneys who wish to practice law as a professional law corporation must be registered with the Bar. Registration requirements include showing corporate structure, security for claims and having an approved name. The law corporations renew annually. There are 7,000 registered law corporations.

4. Limited Liability Partnerships (“LLP’s”)

Attorneys who wish to practice law as a limited liability partnership must register with the State Bar. Among other things, they must show their partnership structure, security for claims and have an approved name. The LLP’s renew annually. There are 2,000 LLP’s.

5. Pro Hac Vice (“PHV”)

Non-California licensed attorneys who intend to appear in California courts on particular cases must file a copy of their application pleading with the State Bar. The State Bar maintains statewide records of those applications. Approximately 3,000 pro hac vice pleadings are filed with the State Bar annually.

6. Practical Training of Law Students (“PTLS”)

Law students who meet certain requirements may provide legal services under the supervision of an attorney. The Office of Certification processes approximately 1,223 PTLS certification applications and several hundred extensions each year.

7. Multijurisdictional Practice Programs

Attorneys from other jurisdictions may apply to practice in California as In-house Counsel or as Legal Services Attorneys subject to practice and employer limitations. Attorneys submit an application and an annual renewal. There are approximately 600 MJP attorneys.

8. Out of State Attorney Arbitration Counsel (“OSAAC”)

Non-California licensed attorneys who intend to seek permission to represent a party in an arbitration proceeding in California must serve a certificate on the State Bar. We process about 325 application forms annually.

9. Foreign Legal Consultants (“FLC”)

Attorneys licensed to practice in foreign jurisdictions who wish to practice the law of that jurisdiction in California must meet certification requirements administered by the Bar. These include a required number of years of practice and security for claims for malpractice and dishonest conduct. There are currently 34 certified foreign legal consultants.

10. Lawyer Referral Services (“LRS”)

Entities that operate for the direct or indirect purpose of referring potential clients to attorneys in California must be certified by the State Bar. There is a detailed application and annual renewal which requires them to report on many aspects of their business. There are 62 certified lawyer referral services (an increase of 2 from the previous year.)

11. Special Masters

Attorneys who wish to serve as a special master appointed by the courts of record to search attorneys, physicians and clergy offices must apply with the State Bar and renew their application every 5 years. The list of attorneys who qualify for special master appointment by the courts is maintained by the State Bar. There are currently 375 qualified special masters.

B. State Bar Technology

The Bar intends to use the Hummingbird Document Management System (DMS) as the primary application for users to access, search and retrieve all electronic images received from the HSB. The Hummingbird DMS is an application running on Microsoft Windows 2000 servers with DMS clients running on Windows XP Professional workstations.

C. Scope of Services

The successful vendor will provide the following services, working with the State Bar Office of Certification (“OC”) and Information Technology Department (“IT”) where indicated, to create a solution for scanning, storing, categorizing and retrieving Office of Certification documents:

1. Scan approximately 1.5 million pages of documents currently on file within the Office of Certification. The documents are divided among the 13 program areas in the OC.
2. Work with OC to discuss needs, goals, expectations and timeliness and create a detailed Statement of Work, outlining all services to be provided and associated timelines.
3. Work with OC and IT Departments to develop indexing fields for retrieval of documents. Each of the 13 programs of the Office of Certification will have index fields tailored to individual program needs. It is expected that there may be approximately 4 to 6 index fields per program that will be tailored to the retrieval needs of OC. In collaboration with OC and IT the vendor will explore and recommend methods that will leverage existing data base lookup capability to provide the most cost effective way to build indexes without the need to key all index information. Up to three document groups do not have databases to leverage. The 3 document groups are low volume.
4. Work with OC to determine most efficient document preparation methods for scanning. Recommend what preparation should be done at customer site and what should be done at vendor site to best control costs and increase efficiency. Depending on the document preparation performed by the State Bar, train staff on the proper preparation of documents to ensure the process goes forward smoothly and accurately

5. Meet with IT and OC to discuss how to leverage existing data and plan Hummingbird profiles and processes so that scanned documents can be efficiently accessed and documents that may be scanned in the future can be easily profiled and incorporated into the existing database.
6. Additional pages may be scanned in the future as a separate phase. The successful bid will honor scan prices for the initial work to cover separate phases for a specified period of time, or will offer certain pricing protections going forward.
7. The vendor may make the following assumptions with respect to the project scope of services:
 - a. There will be 13 batch classes, one for each program within OC.
 - b. The State Bar will use Hummingbird as a repository for its document images and as its electronic data management system. Any process or procedure used to facilitate the import of scanned images to Hummingbird is considered a plus. The expected integration would be with DM 5.1.0.5 or higher server version, Windows 2000 SP4 OS or higher, DM 5.1.0.5 or higher client version.
 - c. Conversion will occur at the vendor's facility.
 - d. The documents will be scanned in black and white.
 - e. The documents will be scanned at the industry standard of 200 dpi.
 - f. Documents will primarily be in the following sizes:
 - 8.5 x 11 (simplex and duplex)
 - 8.5 x 14 (mostly simplex)
 - 4 x 6 (simplex)Other sizes may be included and will be identified but they will be rare.
 - g. The State Bar reserves the right to request the total and complete destruction of scanned documents OR the return of the original documents after an agreed upon quality assurance verification period. If the State Bar requests the return of post scanned documents, they will be placed back in their original transit boxes in the same order as received and returned to State Bar OC.
 - h. The State Bar and the chosen vendor will mutually work on a scan quality assurance document for verification purposes.

- i. All documents provided to the vendor for scanning must be considered confidential. The vendor must demonstrate its ability to maintain this confidentiality during all phases of the scanning process.

IV. 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 terms described above in this RFP, final agreement between the State Bar and the selected vendor will include, without limitation, the following terms. Submission of a proposal shall constitute agreement to contract on these terms, except for any term specifically reserved in the proposal for future negotiation.

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment to be provided in the final agreement.

B. Warranties and Representations

Vendor will warrant and represent that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty.

Vendor warrants that its solution shall conform to and be reasonably free of error and/or defects in material and workmanship, and fit for the purpose for which it is to be used. Vendor will, at its sole cost and expense, promptly perform any and all corrections of error that occur as a result of its own, its contractors' or subcontractors' negligence, make any corrections and modifications to the solution necessary or desirable to cure any non-conformity with the specifications, and repair said system or components so as to remedy any defects in material and/or workmanship.

Vendor represents and warrants that the solution will not infringe any copyright or other proprietary right (including trade secrets) of any third party, and that Consultant has full authority to grant all rights to the State Bar hereunder.

Vendor represents and warrants that no claim, whether embodied in an action past or present, of infringement of any patent, copyright, trademark, or other intellectual

property right, has been made or is pending against Vendor or any entity from which Vendor has obtained such rights relative to the proposal presented to the State Bar hereunder.

C. Equipment, Tools, Supplies

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The Vendor is not required to purchase, rent or hire any equipment, tools, supplies, offices, transportation, personnel, insurance or instrumentalities from the State Bar. The State Bar has no obligation whatsoever to provide any equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services or insurance required to perform services under this agreement.

D. Indemnity Obligations of Vendor

To the fullest extent permitted by law, the Vendor will agree to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by the Vendor under the Agreement; or (c) the State Bar's enforcement of its rights under this indemnity provision. The Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the State Bar 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 will agree to provide, at its own cost, 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 Vendor defends the State Bar.

E. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's 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:

1. Commercial general liability insurance with a general aggregate limit (other than

products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit.

2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Procurement Supervisor, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this 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 this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's 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 this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

F. Termination

1. **At Will.** The agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for

any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar. The termination of this Agreement shall not affect the confidentiality provisions of this Agreement, or the performance fees due Consultant which shall survive any termination.

2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the 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 this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This 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, regulations or requirements, or (d) expiration of the agreement.

G. Confidentiality and Publicity

Vendor acknowledges and agrees that all information related to these Services, including but not limited to State Bar records, data, electronic information, files, and any other materials or information, maintained in the course of performing Services or obtained either directly from any source or through deduction, including any copies, notes or memoranda thereof created by Vendor are Confidential Information. All Confidential Information obtained or maintained by Vendor, and all rights, title and interest therein, in whatever form, in perpetuity, is and shall, at all times, remain the sole and exclusive property of the State Bar. Vendor shall deliver all Confidential Information to the State Bar within forty-eight (48) hours of demand.

Vendor agrees to hold all Confidential Information in the strictest confidence and not to make use of such Confidential Information other than as strictly necessary for the performance of Services. Vendor shall safeguard such Confidential Information, and shall take all necessary steps to protect such Confidential Information from loss or accidental disclosure. Vendor recognizes that irreparable harm can be occasioned to the State Bar and to third parties by disclosure of Confidential Information; accordingly, the State Bar may enjoin such disclosure in an appropriate court of law.

Vendor shall not, at any time, issue any public announcements concerning this Agreement, the performance of Services, the Program, the State Bar or Confidential Information without obtaining the prior written consent of the State Bar.

The obligations of this Article shall survive the termination or expiration of the Agreement.

H. Ownership of Documents

All work product ("work product") and all rights thereto in the nature of copyright, trademark, patent and rights to ideas are hereby assigned to the State Bar, and are the property of the State Bar whether or not the work is completed. In the event of termination of this agreement, or abandonment or suspension of work performed hereunder, all work product and all such rights thereto existing as of the date of such termination, suspension or abandonment will be assigned to, and will become the property of the State Bar as of such date. The term "work product" shall include, without limitation, any and all versions, whether in print or electronic format, of any and all drawings, plans, graphs, photographs, slides, studies, schedules, budgets, estimates, layouts, and any other products or services that have been or will be prepared or rendered by Vendor, or under Vendor's direction, pursuant to this agreement. Vendor covenants, warrants and represents to the State Bar that Vendor has the right to assign the copyright and the work product.

I. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 *et seq.*) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 *et seq.*). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

J. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent

may be granted or withheld in the sole and absolute discretion of the State Bar.

2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

K. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Arbitration** Any question, claim or dispute arising out of or in connection with this agreement in excess of Seven Thousand Five Hundred Dollars (\$7,500.00) shall be referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such arbitration shall take place before a single arbitrator in the City and County of San Francisco, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator shall apply legal principles in accordance with California law, without regard to its conflict of laws principles, unless the alleged claim or dispute is otherwise pre-empted by federal law. 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. Each party will be solely responsible for payment of its own pro rata share of any expenses and fees incurred during the course of arbitration. In no event will the arbitrator have the power or authority to award consequential damages, indirect or special damages, lost profits, loss of goodwill, punitive, or speculative damages. Disputes of Seven Thousand Five Hundred Dollars (\$7,500) or less shall be handled in Small Claims Court in the City and County of San Francisco.

5. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any financial records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such financial records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
6. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

Attachment A: Company History

Business Details

Complete fields below

Legal Name of Business or Full Name of Individual	
Name of Ultimate Holding Entity <i>if applicable</i>	<input type="checkbox"/> n/a
Registered Business or Trading Name <i>if applicable</i>	<input type="checkbox"/> n/a
Registered Business Address--Street	
Registered Business Address--City, ST Zip	
Address documents scanned--City, ST Zip	
Business URL	
Business Type	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other
Taxpayer Identification Number <i>TIN or SSN</i>	
Publically traded?	<input type="checkbox"/> yes <input type="checkbox"/> no
Trading Symbol	
Number of Employees Full-Time	
Number of Employees Part-Time	
Number of Employees Contract/Consulting	
Years in Business	
Former Business Name <i>if applicable</i>	<input type="checkbox"/> n/a

Financial Details

Summarize financials below

2004	
Total Assets	
Total Liabilities	
Profit/Loss	
2003	
Total Assets	
Total Liabilities	
Profit/Loss	
2002	
Total Assets	
Total Liabilities	
Profit/Loss	
Current D&B Rating	<input type="checkbox"/> none
Most recent annual report/audited financial statement included?	<input type="checkbox"/> yes <input type="checkbox"/> no
If not, please explain:	

Relevant Names

Include all critical roles in proposal

Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	
Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	
Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	
Full Name, title	
Address <i>City, ST only</i>	
Number of Years in Organization	

Supplementary Information

Attach detailed explanation for any item(s) marked yes.

Has any office bearer or relevant name listed above been involved with a business failure?	<input type="checkbox"/> yes <input type="checkbox"/> no
Has any office bearer or relevant name listed above declared bankruptcy?	<input type="checkbox"/> yes <input type="checkbox"/> no
Has any office bearer or relevant name listed above been involved in a government investigation?	<input type="checkbox"/> yes <input type="checkbox"/> no
Is there any current, pending, or finalized litigation against your organization during the past 5 years?	<input type="checkbox"/> yes <input type="checkbox"/> no
Any debt collections by debt collection agency on behalf of creditors of your organization, office bearers or relevant name listed above?	<input type="checkbox"/> yes <input type="checkbox"/> no
Are there any other contingent liabilities, not reported in the financial statements, that are likely to impact the financial position of your organization?	<input type="checkbox"/> yes <input type="checkbox"/> no

**Attachment C
DOCUMENT SCANNING CONSIDERATIONS**

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. Where will the documents (paper, film) come from (local storage, remote storage, personal desk files) and how will they be consolidated? (Department, year, document. type) Who will consolidate them? Where will they be consolidated?	The documents will be on site. Consolidated equals boxed and sorted by program and by class of document. Consolidated on site.
2. Where will the documents be staged prior to scanning? Do they need a "secure" area such as a vault or safe?	Work area proposed within the Certification Office. The documents do not require a secure area beyond that.
3. If film is being converted, are there any environmental conditions that need to be met?	Does not apply
4. Is there sufficient space available for document preparation and batching?	Dependant on sorting and boxing rate by internal staff
5. During scanning, is there sufficient space for the documents to be stored in batches prior to scanning and then after scanning is there space for temporary storage during QC or approval?	Dependant on sorting and boxing rate by internal staff

DOCUMENT COUNTS

Providing accurate estimates for the number of documents, sizes, and condition will be a key factor for determining and sizing the project hardware and software requirements. If the project is outsourced, providing this info will be a key to accurate pricing by the vendor. "Guestimates" may result in higher pricing bids.

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. What is the total number of pages (paper, film, electronic) to be converted?	Up to a maximum of 3 million
a. If boxed, provide number of boxes and box size.	
b. If shelf stored, how many linear feet.	
c. If in filing cabinets, describe cabinet (4 drawer) and number of cabinets.	61- 4 door cabinets
2. Are pages one-sided or two-sided? Provide a percentage estimate.	50-60 % double-sided
3. Provide the sizes for all pages to be scanned	94% 8 ½ X 11 5% Legal Less than 1% Odd size
a. 5x7	X (a very small amount of odd size)
b. 8 ½ x 11	X
c. 11x14	X
d. 14x17	
e. Other such as engineering drawings of *1/2 X 11 photographs?	No
4. Are there color pages and if so, does the color need to be captured?	Yes, but do not need to be captured
5. Are there photographs to be scanned? B&W or Color?	There are no photo graphs- if so they are in MCLE documents and do not need to be captured
6. Will "NEW" pages be added during the scanning period?	No, but we need a going forward process.
7. Provide a spreadsheet of the above information.	See Cost by Program Worksheet
8. What is the total number of pages (paper, film, electronic) to be converted?	See Cost by Program Worksheet
a. If boxed, provide number of boxes and box size.	See Cost by Program Worksheet

DOCUMENT PREPARATION AND ASSESSMENT

This information will be crucial to you or the vendor and will help to determine the number of people and time needed in document preparation and batch assembly.

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. Who will be responsible for the document preparation?	Internal staff will do a portion of the document preparation (initial prep): 1. File cleanup 2. Portion of the indexing process 3. Classification i.e.- placing cover sheets on documents the files
2. Will pages that are not to be scanned still have to be handled during the document preparation process (e.g., file cleaning or pages set aside)?	Internal staff will remove any additional items that do not require scanning.
3. Will document preparation involve removing documents from binders; un-stapling pages and or taping pages back together?	Contractor will prepare the documents for scanning at this level.
4. Do pages have to be put into order for scanning? If yes, how should they be ordered?	The documents are already in order.
5. Are there sticky notes or other types of overlays on the documents? If yes, are the sticky-notes important to the documents or can they be discarded? If not discarded, documents need to be scanned with sticky notes on and with them removed.	1. There are sticky notes. 2. Contractor will remove sticky notes and not scan them in. 3. Classification i.e.- placing coversheets on documents within the files.
6. What if a document is not readable or in very poor condition?	Please contact us.

PAPER CONDITION

The quality and consistency of the paper and files are important determining factors in the preparation required and the ease of conversion.

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. What percentage of the pages are not on bond stock?	Less than 10%
2. Are scanned pages a single document type or are multiple types intermixed in a single file.	Intermixed
3. Are scanned pages torn from perforated forms?	No
4. What is the percentage of post-its, notes, receipts, and other non-standard document sizes per batch?	Less than 5%
5. What is the percentage of dog-eared, torn, or crumpled pages?	Good deal of dog-eared items 5-10%
6. What is the percentage of scanned pages that are clipped or fastened mechanically?	80%
7. Are there any special size documents?	A few... Less than 5%
8. What are their dimensions?	Legal Small amount of odd sized 5X7 and smaller.

BATCHING

Often, paper documents are placed in "batches" of 50 or 100 and each batch is assigned a batch number for tracking. If a problem occurs, that "batch" can be retrieved and only the documents in that batch may need to be re-scanned. Batching facilitate the conversion process from beginning to end.

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. Do you need to create a batch code number for each batch? How will that be created and maintained?	If contractor requires batch # for their own purpose it is fine.
2. How big (number of pages) will the batches be for scanning?	Undecided
3. What do the batches consist of (e.g., all the same document type or intermixed document types)?	Mixed
4. Will the batches contain different size documents or will they all be the same size?	Different sizes
5. How are the batches separated?	Each batch unit is a folder
6. Do you anticipate using patch codes and/or bar codes on the separator sheets?	Undecided
7. If so, what information if any will they contain?	Undecided

SCANNING

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. Do your pages need to be number stamped or otherwise identified as being scanned?	No
2. Do your pages need to be Bates stamped? .	No

INDEXING

Indexing is the data elements, such as Name (Last, First, MI), SSN, Account Number, etc. that is used to retrieve the documents once scanned. This is of critical importance because a document that is not indexed correctly will not be retrievable. Having accurate index data will also help a vendor to provide a cost estimate based on how many keystrokes are needed per document and how that index information is obtained.

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. What index fields are required at each level (folder and document)?	At minimum, document type and document category- additional fields are yet to be decided.
2. Indicate the maximum and average length of each field?	The information in the index field identifying the document is the most essential to capture correctly. A numerical code will be established- roughly 1-10 numbers/letters.
3. Are the fields alpha, numeric, both?	Both
4. What is the data source for each index (key) field?	Validated Key
5. Will index data be keyed from the images?	No.
6. Can some index items be selected from pull down list or table?	Undecided
7. Will index data be keyed from the original paper?	Undecided.
8. Will or can optical character recognition (OCR), mark sense recognition (MSR) be used for indexing?	Yes- File number

INDEXING Cont.

Indexing is the data elements, such as Name (Last, First, MI), SSN, Account Number, etc. that is used to retrieve the documents once scanned. This is of critical importance because a document that is not indexed correctly will not be retrievable. Having accurate index data will also help a vendor to provide a cost estimate based on how many keystrokes are needed per document and how that index information is obtained.

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
9. Can index data be retrieved by screen scraping of data from legacy systems?	No, not unless you have additional software to do the 'screen scraping'.
10. Can index data be populated from an existing database?	Yes
11. Other source of index data available?	Yes.
12. Which fields need to be verified and how (e.g., double blind keying)?	N/A
13. Will subsequent indexing be done in the imaging system (after Capture)? If so, please explain what and when.	N/A
14. Are documents to be OCR ed for full text search? Concluded that we will not do OCR.	No.

QUALITY CONTROL

Please describe your plan to ensure quality of the Images and accuracy of the index (key) fields

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. Will quality control be after scanning but before indexing?	Not decided
2. Will quality control be after scanning and indexing?	Not decided
3. Will each page need to be QC'ed or every 50 th page or every 100 th page?	No
4. Should the typed indexed data entry be QC'ed?	Yes
5. Agree on QC attributes such as:	
a. Image quality	Readable
b. Image skewing	If information is captured and readable it is of little consequence.
c. Image rotation	Want ability to rotate- ideally would like the documents in correct position.
d. Image cropping/border removal	Do not want to lose data with image cropping or border removal

DOCUMENT REASSEMBLY Policy questions

After scanning, what will be done with the physical documents? Place documents back in the folder in the original order sans removed staples, and sticky notes as well as any removed adhesive or clips.

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. After scanning will the documents be destroyed?	Not by the vendor.
2. If destroyed, who does the destruction and do you need a destruction certificate?	We will most probably handle the destruction of any documents but are interested in costs associated with asking the vendor to do so.
3. If kept, can the documents from the scanner be placed in boxes, as is, with the box being marked with the batch number or document sequence numbers?	That is fine.
4. If kept, do the documents need to be reassembled into their original configuration (such as placed back into a 3-ring binder) or returned in folders that are replaced in the file-room?	Yes. Please number see 1.

PROJECT REPORTING

You may consider including reporting capabilities from the vendor during the project for such things as:

DOCUMENT SCANNING CONSIDERATIONS	Answers to questions
1. Number of batches scanned each day.	Yes
2. Number of pages scanned each day.	Yes
3. Number of rescans each day.	Yes
4. Number of document image rejects each day.	Yes
5. Identify negative trends.	Yes
6. Identify potential issues and fixes based on trend review.	Yes