

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Grant Management and Online Application Submission System Software.

The State Bar of California is seeking proposals for either Software-as-a-Service (SAAS) configurations (preferable) or traditional in-house installation of grantmaking software and associated implementation services for improved grantmaking efficiencies for grantees, staff and commission members. Contract term desired is for a period of three (3) years, with an option to renew for an additional two (2) year term.

Please submit 4 copies of your proposal no later than 4 p.m. on October 22, 2013 to:

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

Attn: Stephanie Choy
Legal Services Trust Fund Program
415-538-2249
stephanie.choy@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. The primary purpose of the State Bar is to serve as an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The California Constitution, the State Bar Act and California Rules of Court vest in the State Bar the duty to regulate the legal profession, formulate and elevate educational and professional standards, raise the quality of legal services, advance the science of jurisprudence, and aid in the improvement of the administration of justice.

The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing, disciplinary and certification functions, the State Bar offers a number of other

programs designed to assist, educate and protect its members and the public. For more than 80 years, The State Bar of California has shaped the development of the law, regulated the professional conduct of the state's lawyers and provided greater access to the justice system for all citizens. More information about the organization can be found at <http://www.calbar.ca.gov/AboutUs.aspx>

Legal Services Trust Fund Program. The State Bar manages the Interest on Lawyers' Trust Account Program (IOLTA), which was created by the legislature in 1981 to "expand the availability and improve the quality of free legal services" for indigent persons in California. That program provides for the distribution of grant funds in California. There currently are about 73 legal aid grantees and 22 support centers that receive statutory funding to provide services throughout California. While the grants are open to all who meet statutory criteria, the grantees that receive IOLTA funding each year are fairly constant.

Since 1999, the IOLTA funds have been supplemented with Equal Access Funds (EAF) appropriated by the State Legislature and distributed through the Court budget. These grants are distributed separately to the same grantees that receive IOLTA funds. Each grantee submits budgets for one or more projects to be funded by EAF grants. Additionally, ten percent of EAF grant funding is set aside for discretionary "partnership" grants, which are distributed to a subset of IOLTA-funded grantees that partner with the courts to provide services to self-represented litigants. Grantees receiving these funds change from year to year. Other funds, such as voluntary contributions to the Justice Gap Fund also are granted to legal aid organizations.

Grants are distributed according to a statutory formula: 85% is allocated by county, based on a calculus of county poverty population figures set forth annually in rolling American Community Survey data and prior year qualified expenditures by eligible grantees within the county; and 15% is allocated evenly between support centers. Certain funds are set aside for programs that use pro bono lawyers as their principal means of delivery of service.

Revenue from IOLTA available for grant distribution dropped from its high of \$22 million in 2008 to less than \$8 million in 2009, and it has dropped every year since then to its current low of less than \$5 million. EAF funding likewise has dropped as filing fee revenue is down.

Administration. The Legal Services Trust Fund Program is "specially funded" out of revenue received for making grants to nonprofit legal organizations-- the program is fully self-funding. Oversight of the LSTFP is entrusted to a 21-member Commission ("Legal Services Trust Fund Commission") appointed by the Board of Trustees of the State Bar of California and the California Judicial Council. State Bar staff and the Commission determine eligibility through a thorough review of applications, budget proposals and additionally monitor grantee work through financial and annual reports, evaluations and regular monitoring visits.

The application, monitoring, review and reporting processes for IOLTA and EAF grants are currently being streamlined, including through the implementation of grantmaking software. Additional data collection and evaluation is anticipated.

II. STATEMENT OF WORK

The LSTFP is responsible for selection, monitoring and evaluation of legal aid organizations receiving the grants described above. In addition, because of the tremendous gap between funding available to provide critical legal aid, and the need for those services – the justice gap – the LSTFP currently plays a key role in outreach and communication about the need for increased legal aid funding.

It is now the goal of the LSTFP to obtain and implement a high quality grants management system that will be user friendly to grantees, staff, and commission members. The ideal system will eliminate significant data entry by both users (applicants and grantees) and staff, and will position the LSTFP to take advantage of future technological developments as they evolve.

The LSTFP is considering both Software-as-a-Service (SAAS) configurations as well as traditional in house installations, with a preference towards SAAS configurations. Invited vendors are not expected to be proficient at both arrangements but to demonstrate and provide a quote for only one configuration type, detailing required configuration and installation services required for the type proposed. For product configurations intended to include an in-house installation of a backend, please provide a recommended hardware and software configuration for your product.

A. Background and Description of Existing Technology

Currently, the LSTFP tracks grant applications and data on an AS400 Platform. Applicants submit data in Word and Excel formats, and the data is entered manually into AS400, from which reports can be generated.

In 2012, the IT Department of the State Bar of California built the Partnership grant process onto COGNOS, which pulls information from the AS400, and generates reports about partnership applications and services provided with grant funding. COGNOS reporting is currently only available for the subset of less than 30 grantees that receive Partnership grants.

The current LSTFP system is heavily paper based – almost all information from grantee organizations is submitted in hard copy form by mail, and as an email attachment, with some portions of the document in Word and other portions of the document in Excel. Necessarily this means that the project narrative, budget descriptions, or other lengthy written information remains stored in the hardcopy form and electronically filed in one of many shared folders, while information such as budget, expenditures, and case statistics are manually keyed into the AS400 system by staff. Additionally, digital Word and

Excel copies are scanned into one pdf or hard copies of multiple documents must be created for shipping to Commission members for their review.

Grantmaking documents include: Annual applications (submitted by both new and returning grantees); annual budgets for IOLTA and annual project budgets for EAF; quarterly finance reports, evaluation and self-assessment reports on grant monies spent. Sample current forms are available upon request; however, note that all of these documents are subject to change as we streamline our processes.

Monitoring visits are also conducted every three years by staff, including programmatic and fiscal components. Monitoring visits are another source of document creation and submission by grantees. While additional materials are often solicited and received electronically, paper copies continue to be exchanged.

The current system is both time and labor intensive and precludes the effective analysis of the data the LSTFP requires from its grantees. The LSTFP wishes to reduce the time spent processing grantee applications and reports and re-focus its time and energy to “expand the availability and improve the quality of free legal services” for indigent persons in California.

B. Project Scope

The successful vendor will implement a grant management software package customized to the needs of the LSTFP as directed; convert to the greatest extent possible all data residing in the current system to the new system; provide sufficient training and assistance to LSTFP staff to quickly and effectively use the new system, including the ability to generate standard reports.

An outstanding system will improve efficiencies from the vantage point of three distinct stakeholder groups: 1) applicants and grantees that are submitting, revising and updating applications, budgets, and reports; 2) LSTFP staff and administrators, who are receiving, tracking, reviewing applications and reports, and monitoring overall compliance; and, 3) LSTF Commission members, who are ultimately responsible for making grant decisions.

The proposals will be evaluated based on the ability of the applications to accomplish the following tasks, as well other factors including total costs, ongoing costs, and ability of the vendor to assist in implementation within the timeframe required.

Projected Timeline

Project Launch	December 1, 2013
Phase I Completion	February 1, 2014 <i>Completion of this phase includes overall structure and design; application and budget modules created for pilot testing</i>

Phase II Completion	March 15, 2014 <i>Completion of this phase includes application and budget modules complete and available for use by grantees, staff and commission</i>
Phase III Completion	June 1, 2014 <i>Completion of this phase includes partnership grant application modules complete and available to grantees, staff and commission</i>
Phase IV Completion	September 1, 2014 <i>Completion of this phase includes data collection and evaluation modules complete and available to grantees, staff and commission</i>
Phase V Completion	November 1, 2014 <i>Data Migration of all prior grant information from AS400 complete.</i>

C. Streamline for Grantees

To allow for streamlined online application and progress reporting by applicants/grantees, the system should have the following functionality:

1. The system should have a simple log in system, that follows standard web best practices and include a way to deal with lost passwords, both at the user level (have password e-mailed to the user) and at the grantmaker level (in case the employee that started the application is no longer able to complete the application). There should be a means to differentiate access levels for different users.
2. Applicants/Grantees should be able to be enter data directly into the Grant Management System (GMS) with the goal to reduce to the greatest extent possible manual and duplicate data entry.
 - a. Data from a grantee profile or prior report should be able to be automatically transferred to a current application or progress report by the system.
 - b. Data should also travel from one part of a report or application to another - for example from a Budget Proposal to a Finance Report.
 - c. The system should also allow applicants/grantees to cut and paste information into an online form (application or progress report) from other electronic files, such as Microsoft Word and Excel.

3. There should be basic data integrity checks, and the system should provide opportunities for applicants/grantees to make corrections.
4. Applicants/grantees should be able to submit and revise budget proposals on forms that automatically calculate certain fields; approved budget numbers should automatically populate financial reporting forms for budget to actual comparisons; forms should be able to handle multiple columns for multiple funding sources.
5. Applicants/grantees should be able to save data entered into the system as an interim step and then submit data to the LSTFP when either an application or report form has been completed.
6. The system should automatically save data intermittently throughout a web session in case of system crash, or at a minimum prompt user to save data regularly.
7. In size limited fields the system should have a "character counter" present so that the end user is aware of how much space is left in the field.
8. The system should provide a method for electronic signature or certification of submitted documents.
9. The system should also make the process of uploading a file (in a variety of formats: pdf, Word, Excel etc) simple for the grantee and provide confirmation that a file was successfully uploaded. Additionally to the extent possible, it is preferred that information from applicants/grantees be obtained in the form of data entry, to allow for subsequent reporting and analysis and that the use of uploaded documents be reserved for those items that truly need to be a scanned image - an IRS certification for example.
10. Once submitted, the system should be able to prevent further modifications to an application or other submission, unless approved by an administrator (date/time stamps for revisions would be ideal).
11. The system should provide confirmation/acknowledgement that an application or report was received or successfully submitted.

D. Streamline for Staff

To allow for streamlined administration of grants, including the ability to interface with Commission members, and generate reports, the system should have the following functionality:

1. The system must be easy for LSTFP staff to customize, without intervention from a vendor or technical staff, in the following ways:
 - a. Modify or create new fields for data capture
 - b. Modify or create new online forms
 - c. Modify or create new reports
 - d. Add/remove/modify users at each permission level

2. The system should have significant financial and budgeting capacity.
 - a. Staff should be able to review, modify, and approve submitted budget information and return budget forms to applicant/grantees when appropriate for revision.
 - b. Budget forms should allow for multiple funding sources
 - c. Approved budget numbers should automatically populate financial reporting forms for budget to actual comparisons.
 - d. Staff should have the ability to create self-calculating formulas that cannot be altered by grantees.
 - e. The system must allow for grantee budget carry-overs and for ongoing budget revision after the grant award.

3. Ideally, the system should note exceptions or generate error messages to staff, such as if parts of the form are improperly completed or if budget to actual numbers do not fall within established parameters

4. The system must be able to calculate annual grant allocations based on statistics from the American Community Survey and the approved qualified expenditures figure from each grantee application. The calculus will include proportional allocation between grantees based on per county poverty population and relative qualified expenditures within the counties that each grantee serves. Additionally, the system ideally will have:
 - a. the capacity to create "test runs" of data
 - b. the ability to "lock" allocations once created

5. The system should have a robust mail merge capacity to allow for "blast" correspondence between the LSTFP and multiple recipients, including primary and secondary grant contacts, and also be sortable between different classes of grant recipients, including:
 - a. the capacity to create electronic correspondence between LSTFP and grantees regarding upcoming deadlines.

- b. the capacity to notify grantees of grant awards and automatically create the necessary contracts for the award;
 - c. the capacity to identify and automatically generate email notices to grantees about missing documents.

- 6. The system should allow for modifications to the “standard award cycle” including modifying grant duration or amount. This includes awarding ad hoc grants entirely outside the standard cycle, such as:
 - a. A unique grant award outside of usual grantmaking cycles, or to unique grantees (not IOLTA funded) such as the Legal Aid Association of California or the National Foreclosure Settlement Fund grantees;
 - b. Multiple awards to a single grantee with different durations and reporting requirements (such as Partnership Grants);
 - c. Awards that span different grant periods (such as the Attorney General National Foreclosure Settlement Funds that began April 1).

- 7. Document management - the system should allow for the association of related documents to a particular grantee in electronic form. Document management needs to allow for a variety of formats (e.g., pdf, MS Word, MS Excel) and a variety of lengths (e.g., LSC performance reports)

- 8. The system should include a "tickler" system to notify both applicant/grantees and staff of upcoming deadlines and requirements.

- 9. The system should have the ability to generate reports on "missing" documents (grantee has failed to submit) for a given time period.

- 10. The online data needs to be available to a number of constituencies, as listed below. The system should allow for authorized users to log in to view and/or input and edit documents within the system, to which they have been approved to have access.
 - a. Applicants/grantees themselves should be able to review and modify (where appropriate and until locked) their applications, reports, profiles, and other documents;
 - b. Auditors, Onsite Reviewers and other third parties engaged in work with applicants/grantees and the funder should be allowed to review grantee information online;
 - c. Trust Fund Program staff should have identified levels of access, including the ability to modify, and cut and paste from documents; and,

- d. Commission members should have access to grantee information online.

E. Data Collection and Reports

It is important that the system have high data collection and reporting functionality, such that LSTFP staff can access and assess data and evaluation reports, and create regional and statewide reports across different substantive areas, constituencies and services.

1. The LSTFP not only serves as a reporter on civil legal services funded through their own program but within the community serves as a repository and reference source for data tracking of legal services generally. Therefore ad hoc reporting needs to be simple and easy to generate and must be available on almost every data field. Reporting minimally should be available in the following ways:
 - a. All documents and/or information associated with a particular grantee
 - b. All documents and/or information associated with a particular funding source
 - c. Information based on all funding sources and all grants
2. Ad hoc reporting by LSTFP staff includes the creation of graphs and charts - all statistical information (case data, client data, etc.) should be easily exportable to Microsoft Excel.
3. The system ideally will have GIS - the ability to overlay specific data fields onto a map showing density of services provided.
4. All grantee supplied information in the system must be "editable" as in the ability to cut and paste information out of the online system is critical. For example, the LSTFP needs to be able to use "client stories" provided by applicants/grantees and desire to be able to select the entire narrative and cut and paste into Microsoft Word 2010.
5. The grant data currently stored in a AS400 database and all historical data must be migrated to the new system for historical reporting. The vendor should automate this data conversion to the extent practical.

F. General Requirements

The system will be configured to provide secure access to grantees and to prohibit unauthorized users from accessing information in the system. The system will comply with the Web Content Accessibility Guidelines (WCAG) 2.0

(<http://www.w3.org/TR/WCAG20/>) (“Accessibility Standards”). The system initially will be configured to support two grant processes, approximately 100 grantees, with administrative access by 7-10 staff, and additional access by 25 external stakeholder commission members.

G. Software Demonstration Format

LSTFP is requesting that all invited vendors create a software demonstration for a committee of staff and community representatives, that covers the areas of the system outlined above. The demonstration should credibly demonstrate that the proposed software – including business processes, workflows, data conversions, etc – will adequately and effectively serve the needs of the LSTFP. The demonstrations will be held online using a teleconference/webinar format. The demonstration will allow for LSTFP staff and members of the selection committee to ask questions and actively participate in the demonstration. The demonstration should last approximately one and a half (1.5) hours and cover the following processes for both LSTF staff and applicants alike:

1. Application Creation including a detailed budget (admin*).
2. Application submission from creating a contact/organizational profile, completing a project budget, and document uploads (applicant**)
3. Typical application review and approval process (admin).
4. Progress Report creation including a project budget (admin).
5. Entry of Payment information (admin).
6. Ad hoc Report Creation (admin)
7. Creation and distribution of a Grant Award Letter including requested modifications to grantee applications (admin).
8. Export of statistical data into Microsoft Excel (admin).

* *admin* indicates that this is a task normally to be undertaken by LSTFP staff

***applicant* indicates this task would normally be undertaken by a potential grantee

III. 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.

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

A. Submission Requirements

To be considered responsive, a proposal must contain the following, prefaced by a table of contents, 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.
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. Bidders must submit **Attachment B: Vendor History Questionnaire** electronically in native .xls format per instructions below.
4. A description of at least three (3) similar projects completed by the bidder within the past three (3) years. Include personal references with contact information for each.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. A written description of the features and functionality the vendor proposes for the LSTFP grant management system. The written description should accurately mirror the software demonstration. Vendors are encouraged to be clear and concise and to avoid overly complex technical discussions or a heavy reliance on jargon. Please include a general description of the techniques, approaches and methods to be used in completing the project.
7. Documentation that system will comply with the Web Content Accessibility Guidelines (WCAG) 2.0. Bidders must submit **Attachment C: Accessibility Compliance Standards Matrix** electronically in native .xls format per instructions below.
8. A detailed cost proposal, including, separately as appropriate: licensing, implementation, software customization costs and training. Data conversion costs may be quoted separately after sufficient review of LSTFP systems. Bidders must submit **Attachment A: Itemized Cost Proposal** electronically in native .xls format per instructions below. If

necessary, contractors' travel expenses will be reimbursed in accordance with the public [Travel and Business-Related Expense Policy](#). It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in [Section 17030](#) of the Business and Professions Code. 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.

9. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

B. Submission Requirements Format Summary

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

1. Deliver 4 physical proposal hardcopies to the attention of Stephanie Choy, no later than 4 p.m. October 22, 2013.
2. Each set should include all attachments requested, including copies of the electronic attachments itemized below.
3. Deliver electronically with the above, one .pdf version of the full proposal plus one set (CD-ROM, DVD, or USB flash drive) in native unlocked format as noted below:
 - a. ***Attachment A: Itemized Cost Proposal*** (.xls)
 - b. ***Attachment B: Vendor History Questionnaire*** (.xls)
 - c. ***Attachment C: Accessibility Standards Compliance Matrix*** (.xls)

Proposals that fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. The State Bar, solely upon its own discretion, will judge vendors on their overall compliance, and may judge a vendor to be materially compliant, even if that vendor is non-compliant to a particular requirement of the RFP.

If specific submission requirements are particularly large and self-contained they may be included in a separate appendix rather than in the body of the proposal. Submittals should not direct the evaluation team to general brochures, marketing materials or websites to obtain information related to the specific submission requirements; submittals that utilize references to external materials as an answer will be considered non-responsive.

Submittals should provide straightforward and concise information that fulfill the requirements of the RFP. Emphasis should be placed on brevity, conformity to the State Bar's instructions, and completeness and clarity of content. Proposals should not include generic promotional materials and graphics that increase page count and PDF file size without addressing substantive content. Hard copy brochures and marketing materials may be included as a supplement if desired.

C. 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 will 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.

D. Evaluation Process and Highest Score Bidder

An evaluation team will review, in detail, all proposals that are received to determine the Highest Score Bidder ("HSB").

Following the initial review and screening of the written Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the State Bar.

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, request revised pricing offers from such bidders, and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The State Bar reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable in its sole discretion, and to waive minor irregularities. The State Bar further reserves the right to seek new Proposals when such procedure is considered by it to be in the best interest of the State Bar.

1. 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.
 - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (5%).
 - b. Agreement with the State Bar's contracting requirements (10%).
 - c. The 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%).
 - d. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. 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 (45%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified

proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

E. 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 November 12, 2013 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 November 19, 2013. The evaluation team will select a winning proposal subject to approval by the Board of Trustees. 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 andrew.conover@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.

F. 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.

G. Questions Regarding the RFP

Questions regarding the RFP may be addressed in writing to Stephanie Choy at stephanie.choy@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.

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 10 days before the deadline for submitting proposals.

H. 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.

I. 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.

J. 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, Finance Manager, (415) 538-2207, 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.

K. News Releases

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

L. 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 the

State Bar's 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 entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such confidential 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.

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 warrants and represents 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 highest standards of the industry. Vendor represents and warrants that none of its work performed under this Agreement will infringe on the rights of third parties. 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. If any of Vendor's work is found to be infringing, Vendor will correct the work to be non-infringing at no charge to the State Bar.

Vendor warrants that the Software furnished under the Agreement will (a) be free from significant programming errors and from defects in workmanship and materials, and (b) conform to the standards generally observed in the industry for similar software, and (c) perform during the license term in accordance with the functional and technical requirements described in the RFP and the Agreement.

Vendor warrants that it possesses all of the intellectual property rights to the Software including, but not limited to, copyrights, licenses, permits, trade secrets,

trade dress, and/or patent rights in the software furnished herein, and the right to transfer the licensing rights contemplated.

Vendor represents and warrants that: as of the effective date of the contract, the electronic versions of the reports required by this contract, including accompanying schedules, comply with the Web Content Accessibility Guidelines (WCAG) 2.0 (<http://www.w3.org/TR/WCAG20/>) (“Accessibility Standards”), unless and to the extent the parties otherwise expressly agree in writing; and (ii) that the reports will continue to comply with such Accessibility Standards after the expiration or termination of the contract term, unless the State Bar alters the reports in a way to make them noncompliant. In the event vendor should have known, becomes aware, or is notified that the reports do not comply with the Accessibility Standards, vendor represents and warrants that it will, in a timely manner and at no cost to State Bar, perform all necessary steps to satisfy the Accessibility Standards, including but not limited to remediation or providing a suitable substitute. Vendor’s representations and warranties under this subsection will survive the termination or expiration of the contract.

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. Acceptance Testing

The Agreement will include a schedule of acceptance testing for all phases of the system and a final acceptance test for the completed system, which will include opportunities for the State Bar to provide statements of errors which must be corrected before acceptance. Vendor must correct all errors must be corrected before final acceptance will be issued.

E. Indemnity Obligations of Vendor

Vendor will indemnify and defend the State Bar (including its Board of Trustees, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys’ fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor; (ii) all products and services prepared by or for Vendor hereunder and provided to State

Bar; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor's business or any of its products or services provided to State Bar; (iv) any breach by Vendor of any statutory or regulatory obligation; (v) the actual or alleged infringement by Vendor of any patent, copyright, trademark or other proprietary right of any person or entity; and/or (vi) any act or omission of Vendor, its employees, agents or subcontractors.

F. 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: General Services, 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. Additionally, if the Vendor assigns any portion of the duties under this agreement, 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.

G. 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.
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.
5. **State Bar Special Options for Termination.** In addition to other termination remedies set forth above, if Vendor fails to timely complete the Project Plan, any of the Phases set forth in the Agreement, or if Final Acceptance does not occur within an agreed period following execution of the Agreement, then State Bar, at its sole option, may elect to terminate this Agreement with no charges or penalties.

H. Confidentiality and Publicity

The Vendor will retain all 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 this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

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, (a) acts of God or public enemy, (b) acts of the government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) embargoes, (i) earthquakes, and (j) 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 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 will be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and will survive the merger of this provision into any judgment on this agreement.
4. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such 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.

5. **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.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile or printed image) will in all respects be considered an original.

