

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for a court Case Management System (“CMS”).

The State Bar is seeking proposals for a Commercial off-the-shelf (COTS) CMS and associated implementation services for the State Bar Court (“court”) to provide improved automation capabilities, including access to information, accuracy of data, and reporting, to support their mission of public protection.

Solutions considered will include either hosted or in-house/premise-based installations. Please note the mandatory minimum requirements itemized in subsection II.D. Vendors/system proposals not meeting these requirements will be deemed nonresponsive and will not be considered.

The State Bar will host a vendor pre-bid conference on November 15, 2012 from 10:00am to 3:00pm PST in its IT Conference Room at 180 Howard Street, San Francisco California to discuss this request in detail. Attendance is optional. Remote participation will be available at our office at 1149 S. Hill Street, Los Angeles California and via web conferencing. The State Bar has no parking facility at either location, only street and nearby lot parking is available.

The contract term desired is for the initial implementation and system maintenance and support for a period of three (3) years, with an option to renew for an additional two (2) -year maintenance and support period. Proposals for hosted solutions may require a differently structured contract term

Please submit thirteen (13) copies of your proposal and the electronic files as noted in subsection III.B no later than 4 p.m. on December 7, 2012, to:

The State Bar of California
1149 South Hill Street
Los Angeles, California 90015-2299

Attn: Bill Walker
Information Technology
213-765-1143
bill.walker@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 State Bar Act and California court rules 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 and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar’s programs are financed primarily by fees paid by attorneys and applicants to practice law. The State Bar has over 230,000 members, making it the largest unified state bar in the country. The State Bar has offices located in Los Angeles and San Francisco. More information about the organization can be found at <http://www.calbar.ca.gov/AboutUs.aspx>.

II. STATEMENT OF WORK

The California attorney discipline system works to protect the public, the courts and the legal profession. California was the first state in the nation to create a system with independent judges dedicated to handling attorney discipline cases. The State Bar Court, which serves as the administrative arm of the California Supreme Court in the adjudication of disciplinary and regulatory matters, has statutory authority to impose public and private reprovls. It can also temporarily remove lawyers from the practice of law when they are deemed to pose a substantial threat of harm to clients or the public. In those cases in which more severe discipline, such as suspension or disbarment, is warranted, the court issues written findings of fact and conclusions of law and makes a recommendation for discipline to the California Supreme Court. Attorneys may seek review of court decisions in the California Supreme Court.

The Hearing Department is the trial level of the State Bar Court with five (5) full-time trial judges appointed by the California Supreme Court, the Governor, the Speaker of the Assembly, and the Senate Committee on Rules. The trial judges handle the statewide caseload from the Los Angeles and San Francisco venues. The Review Department is the appellate level of the State Bar Court with a full-time presiding judge and two other review judges appointed by the California Supreme Court. The three-judge panel conducts reviews of Hearing Department decisions and orders in cases in which at least one party has sought review.

The court handles 25 different case types with an annual workload of about 1,000 new case filings and a roughly equivalent number of closed cases. For further details about the court's performance, please refer to

<http://www.statebarcourt.ca.gov/Portals/2/documents/CPS2010Final.pdf>.

While the State Bar Court occupies facilities provided by the State Bar of California, the Court's adjudicative functions are kept completely separate from the prosecutorial and probation functions of the agency. The independence of the State Bar Court is indispensable in promoting public confidence in the integrity and impartiality of the judiciary.

A. Description of Existing Technology

Currently, the court uses a CMS, which was custom-written in IBM Report Program Generator ("RPG") language to access DB2 databases that run on the IBM iSeries. The iSeries is located in the State Bar's data center in the San Francisco office with a DS3 point-to-point WAN circuit between the Los Angeles and San Francisco offices.

The existing court CMS integrates with the Office of the Chief Trial Counsel's ("CTC's") CMS and relies on the State Bar's membership records system.

Court uses end-user technology common to the State Bar:

1. Intel Windows desktops (sixty [60] devices).
2. Intel Windows laptops (ten [10] devices).
3. Microsoft XP Professional SP3.
4. Microsoft Office 2007 Professional.
5. Internet Explorer 8.
6. Adobe Acrobat Pro 9.
7. CommonLook Office/CommonLook for Adobe Acrobat

In addition, the court employs some unique applications:

8. FTR (For the Record) Reporter
9. FTR Log Notes with Visual Basic Editor
10. Roxio 8 Easy CD Creator with Drag to Disc on the Desktop
11. Court Calendar
12. ScreenPrint Platinum
13. Kwiktag
14. Visio
15. Dragon Naturally Speaking
16. iScrub Metadata Cleaner

B. Project Objectives

Solutions proposed by the vendor must support the following objectives and measurable outcomes:

1. Improve the court's ability to provide the public and members with Internet access to court information.
2. Improve the court's ability to comply with established court performance standards.
3. Improve the court's ability to share and exchange relevant data among court staff and key stakeholders while achieving the court's information dissemination goals.
4. Provide for the timely development and delivery of system reports, including:
 - a. Standard reports and customizable reports for management.
 - b. Ability to generate ad hoc reports as needed.
5. Implement a system that utilizes defined work flow processes and end-user help functionality to guide users through the system during the entire case management process from intake through case disposition.

Through automation of business processes and work flow and reduced time frames, redirect staff to case-processing activities that increase the number of cases meeting time pendency standards, help balance staff workloads, conduct data quality assurance activities, track and report on additional case data, and continue to work toward implementation of a pilot program for a fully electronic case file through support of document management activities. These activities will provide enhanced case management support and service delivery to State Bar members, judges, the California Supreme Court, and the public.

C. Project Scope

The component listing provided below is intended to provide a functional overview of the application or suite of applications that the court intends to acquire. It is not intended to dictate the architecture of the application(s) proposed by a solution provider. The list is intended to describe the functionality to be acquired in terms of commonly-available functional components. It is presented in a generally chronological order corresponding to case processing.

1. **E-Filing.** The e-filing component will provide external entities with the capability to file documents with the court via the Internet. This should provide equal access to the Office of CTC and all litigants. The e-filing component shall be made up of the following subcomponents:
 - a. **Filing Assembly.** Enables a filer to create a filing message for submission to the court and for service on other parties in the case,

returning the response from the court to the filer. This may be used by the court itself to serve documents to the parties in the case.

- b. **Filing Review.** Enables the court to receive and review a filing message and prepare the contents for recording in the case management and document management systems, sending a response concerning the filing to the Filing Assembly subcomponent. The Filing Review subcomponent also enables filers to obtain court-specific policies regarding electronic filing and to check on the status of a filing.
- c. **Court Record.** Enables a court to record electronic documents and index (docket) entries in its case management and document management systems and returns the results to the Filing Review subcomponent. The Court Record subcomponent also enables filers to obtain service information for all parties in a case, to obtain information about cases maintained in the court's docket and register of actions and calendars, and to access documents maintained in the court's electronic records.
- d. **Legal Service.** Enables a party to receive service electronically from other parties in the case. Note that service on other parties in the case is performed by the Filing Assembly subcomponent.
- e. **Fee Collection.** The e-filing component must provide the ability to assess and collect court fees in a manner that supports traditional fee processing (including fees based on specific document and case types, waiver of fees, etc.), as well as the option to assess convenience fees as the court allows. Collection of payments will be made by the existing Payment Processor application employed by the State Bar and listed in Section III of this document.

2. **Court and Probation Case Management.** This component will support the operations of the Hearing and Review Departments with record keeping, document generation, calendaring, scheduling, and other case management functions. This component must support the exchange of case information data between the Hearing Department and the Review Department. This will include:

- a. Case initiation and indexing
- b. Docketing and record keeping (excluding document storage and management)
- c. Exhibit, document, and property management

- d. Document generation and processing, including forms management and document templates
 - e. Calendaring
 - f. Scheduling
 - g. Case management, including assignment, work flows and alerts
 - h. Event management
 - i. Adjudication, including motions and decisions
 - j. Disposition
 - k. Case close
 - l. Accounting
 - m. Effectuation
 - n. Probation
3. **Dashboard.** The application will provide a dashboard for judges and court administrators that supports their role and activities for the court, providing them information and access to the tools they need. This will include access to resources provided by the CMS and resources provided by other applications in the State Bar application portfolio. In addition, it will provide individuals with visibility into their progress and performance against goals and standards. It will provide managers and supervisors with a similar view of the performance of their organizations.
4. **Reporting.** The reporting component of the court CMS will access data gathered by all components of the application to provide in-depth reporting capabilities. There must be a single reporting application that provides a set of standard or “canned” reports as well as the ability to create ad hoc reports, without the need for programming, and provides the capability to export reports to various file formats.
5. **Information Exchange and Interoperability.** The court CMS must provide the ability to automatically produce for and consume information from other State Bar applications. The required exchanges include but are not limited to:
- a. Obtaining information from the member database and any application that may replace that database.
 - b. Producing e-mail notifications to other State Bar divisions.
 - c. Providing accounting journal entries to the State Bar financial system.

In addition, the CMS must be able to interoperate with other applications used by the State Bar.

D. Mandatory Minimum Requirements

Vendors are required to respond to these mandatory minimum requirements as part of their response to this RFP. Any proposal not meeting these minimum qualifications will be deemed nonqualified and will not be considered. All proposed solutions meeting subsection II.D minimum mandatory requirements must complete a response as described in subsection III.A.

1. **Software Used in Court Operations.** The proposed application software is currently in use supporting court operations.
2. **Long-Term Product Life Cycle.** The Vendor must have a documented product life cycle plan for the application(s) proposed for the court CMS. This product life cycle must span at least four (4) years beyond 2012 and must include one (1) or more years prior to 2012.
3. **Implementation Assistance Organization.** The Vendor must have a documented strategy and an established organization to support implementation of the proposed application(s) for its clients. This may be resourced internally or externally to the proposing the Vendor's organization.
4. **Application Support Organization.** The Vendor must have a documented strategy and an established organization to provide ongoing support of the proposed application(s) for its clients. This may be resourced internally or externally to the proposing Vendor's organization. It may be a combination of organizations.
5. **Distribution Authorization Certification.** The Vendor must provide a hard copy and PDF named "Reseller Certification" indicating that the vendor is the developer of the proposed system, or if not, a current, dated, and signed authorization from the developer, including any certification to license the product and offer in-house service, maintenance, technical training assistance, and warranty services.
6. **Third-Party Security Assessment.** The Vendor must provide a hard copy and PDF document named "Results of a Third-Party Security Audit" (e.g., Veracode) conducted on the proposed system using the Open Source Web Application Security Project ("OSWASP") standard for common application security problems. These results must be provided on the letterhead of the third-party testing entity, and state that the proposed application is free of severe/critical security defects. If not currently available, the vendor must arrange for such an audit to be conducted, at its expense, and provide the above prior to executing an agreement with the State Bar.

Claims made with regard to these minimums will be verified by the State Bar. All proposals not meeting these minimum qualifications will be deemed nonqualified and will not be evaluated.

III. PROPOSAL SUBMISSION AND EVALUATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for one hundred-twenty (120) 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.

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, proposals meeting the minimum mandatory requirements above must contain the following (prefaced by a table of contents and referenced by number and in the order below). Proposals may include parts of the original RFP if used in answering questions asked or tailoring a specific response. RFP material should not be included in full unaltered form for filler. If specific submission requirements are particularly large and self-contained (annual reports, 10-k, users' guide, etc.) they may be included in a separate appendix. Proposals should not direct the evaluation team to visit online sources to obtain information, or include "to be provided after award" or "provided upon request" clauses.

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 pursuant to instructions below.
4. The organization name, contact name, physical street address, email address and telephone number of three project references where you have completed implementation of the proposed system for a public sector client of similar size and complexity when compared to the State Bar, including the number of system users, date of installation and whether or not the reference is available for a site visit.
5. References with contact information from a minimum of three (3) organizations that have used bidder's services for similar projects/installations within the last five (5) years. These must be clients who currently use the proposed CMS solution in a court within the continental United States. If a major subcontractor is proposed, a reference for that organization may be included. The information supplied must include a brief description of the type of products and services

provided. All customer references should be of comparable scope, size, and complexity to the court project. Please include the organization name, contact name, physical street address, email address and telephone number for one reference located in close proximity to the State Bar where you completed implementation of the proposed system for a similar public sector client, including the number of system users, and of date of installation.

6. Qualifications, background and experience of the project director and other staff proposed to work on the project. Vendor must identify responsibilities and qualifications of **key project staff** who will be assigned to service delivery. For all named staff, the Vendor must provide a detailed biography of experience relevant to their roles. Resumes for each of these persons must be provided in response to this section, including information regarding their particular skill sets, education, experience, significant accomplishments, and other pertinent information. Also provide a description of the proposed service organization, describe how the team will be managed during the course of service delivery, and provide a project team organization chart for its proposed team. This chart must present the reporting relationships with the State Bar.
7. A general description of the techniques approaches and methods described in **Attachment C: Case Management System Statement of Work**, to be used in completing the project to meet or exceed project goals and the requirements of the RFP. The Vendor shall present the general strategies and tactics that will be employed to meet the objectives, timeframes, and resource constraints of the project. This must address:
 - a. The training approach, strategies, tactics, tools, and timing the Vendor will employ.
 - b. The approach, strategies, tactics, tools, and timing Vendor will employ to configure and, if necessary, modify the proposed application(s) to meet the needs of the court.
 - c. How the court will cost-effectively and efficiently maintain and enhance the resulting system without further assistance from The Vendor.
 - d. The approach, strategies, tactics, tools, and timing the Vendor will use to facilitate the timely reengineering of court processes to optimize operations using the proposed solution.
 - e. How the court will cost-effectively and efficiently use the proposed solution to continually improve its processes without further assistance from the Vendor.

- f. The testing approach, tests, strategies, tactics, tools, traceability, and timing the Vendor will use to implement and manage a rigorous test protocol.
 - g. The approach, strategies, tactics, tools, and timing the Vendor will use for cutover and implementation.
- 8. Describe how solution complies with the service requirements identified in the Statement of Work using the *Attachment D: Service Requirements Compliance Matrix*, following the detailed instructions in that attachment.
- 9. Describe how solution meets the functional requirements identified in the Statement of Work using the *Attachment F: Functional Requirements Compliance Matrix* and *Attachment G: Data-Sharing Details*. The Vendor must clearly show how the applications in the proposed solution address the functional scope, where the applications do not meet that scope, and how that gap will be addressed. The scope of this acquisition excludes Electronic Content Management. The proposed solution must allow the court to use other applications to perform this out-of-scope function. The Vendor must describe how its proposed solution will facilitate interoperation with applications that provide out-of-scope functions. The Vendor must identify proposed and likely *work-arounds* including but not limited to custom development and manual efforts. The Vendor must also describe the concept of operations for the court Hearing, Review, Effectuation, and Probation Departments as they employ the proposed solution. This must explain how judges, court administrators, clerks, and parties with matters before the courts will use the proposed solution. In addition, the Vendor must describe how other court stakeholders will use functions in the proposed solution. The Vendor must list the benefits that commonly or would likely accrue from use of the proposed solution. These should include both quantitative and qualitative benefits.
- 10. Describe how solution complies with the CMS Technical Requirements using the *Attachment E: Technical Requirements Compliance Matrix*, following the detailed instructions in that attachment. Describe how it does so in the *Attachment H: Accessibility Standards Compliance Matrix* (referenced in Attachment E), in addition to the following:
 - a. **Proposed Technology Architecture.** In fifteen (15) pages or less, the Vendor must describe the information technology architecture of the proposed solution for CMS. At a minimum, this description must explain the application, integration, hardware, network, and security architecture.
 - b. **Equipment Requirements.** The Vendor must specify all the equipment and infrastructure that are required to effectively and

efficiently operate the solution as proposed. The Vendor must provide responses to the following subsections:

- i. **Required Hardware.** The Vendor must provide a detailed inventory of all the hardware required to efficiently and effectively operate the solution as proposed. This inventory should consider the hardware needs ranging from the data center to end-user devices in the courts. This inventory must identify hardware make and model, options and configuration, operating system and hardware interdependent software, quantity that must be installed for full implementation, and expected useful life.
 - ii. **Infrastructure Requirements.** The Vendor must specify the infrastructure and quality of service required to efficiently and effectively operate the solution as proposed. This must identify the minimum requirements at the data center and at the State Bar's court offices in both Los Angeles and San Francisco and all communication networks in between.
- c. **Software Requirements.** Vendor must specify all the court CMS application and ancillary software that is required to effectively and efficiently operate the solution as proposed, including a detailed inventory of all the software required. This inventory should consider the software supporting the following: court operations; information technology and communication management; security; authentication, and authorization; testing; training; data conversion; application integration; configuration; documentation; help; and software development. This inventory must identify application provider, application name and version, options and configuration, quantity that must be installed for full implementation, license terms, including the scope and term, and whether the required software is included in the proposed cost.
- d. **Hardware Installation.** The Vendor must fully describe the tasks, schedule, and resources required to install the hardware that supports the proposed solution. Resources considered in this description must include but are not limited to specialized information technology and communications personnel, hardware, software, and infrastructure resources; specialized tools; and ancillary goods. The description must explain what tasks, schedule, and resources are required to install the hardware at the data center and at the court offices in both Los Angeles and San Francisco.

- e. **Software Installation.** The Vendor must fully describe the tasks, schedule, and resources required to install the software that supports the proposed solution. Resources considered in this description must include but are not limited to specialized information technology and communications personnel, hardware, software, and infrastructure resources; specialized tools; and ancillary goods. The description must explain what tasks, schedule, and resources are required to install the software at the data center and at the court offices in both Los Angeles and San Francisco.

- f. **Configuration Requirements.** The Vendor must fully describe the tasks, schedule, and resources required to configure the hardware, software, and infrastructure to support the proposed solution. Resources considered in this description must include but are not limited to specialized information technology and communications personnel, specialized tools, and ancillary goods. The description must explain what tasks, schedule, and resources are required to configure the solution at the data center and at the court offices in both Los Angeles and San Francisco.

- g. **Software Deployment.** The Vendor must fully describe the tasks, schedule, and resources required to initially deploy software to support the proposed solution. In addition, the Vendor must provide a parallel description of the requirements for testing and deploying software updates and upgrades. Resources considered in this description must include but are not limited to specialized information technology and communications personnel, specialized tools, and ancillary goods. The description must explain what tasks, schedule, and resources are required to deploy all required software at the data center and at the court offices in both Los Angeles and San Francisco.

- h. **Data Conversion.** The Vendor must fully describe the approach, tasks, schedule, and resources that will be employed to convert court and probation records for effective implementation, operation, and report generation under the proposed solution. The electronic records to convert include 25,000 court cases and 14,500 Probation Department cases.

Resources considered in this description must include but are not limited to specialized information technology and communications personnel, specialized tools, and ancillary goods. The description must explain the scope of data to be converted and the approach to planning, designing, and testing conversion. It must identify the

tasks, schedule, and resources required to convert data.

- i. **Documentation Requirements.** The Vendor must present a detailed inventory of the documentation it will provide for the proposed solution. This must clearly identify how it meets or exceeds the requirements of the deliverable description for documentation as set forth in this RFP. In addition, it must explain how this documentation is managed and updated as the applications that make up the proposed solution are updated and reconfigured.
- j. **Assumptions.** The Vendor must describe all of the assumptions used in the development of responses to this section of this RFP.

For subsections 10d. through 10h. above, the Vendor must identify which tasks it expects the State Bar and the court to perform and what resources it expects these organizations to provide.

11. A description of the chronology for completing the work, including a time line and deadlines for each task. Vendor must provide a detailed project work plan and schedule for this engagement (e.g., tasks of 4 week duration or less). It must be presented in a Gantt chart format identifying when tasks are to be completed and when deliverables will be presented for acceptance. Vendor must describe its project management plan including the approach, strategies, and tactics for monitoring, controlling, and reporting project performance across all elements within the scope of this engagement. The Vendor must describe how it will coordinate its project management efforts and reporting with the efforts of the State Bar IT.
12. A detailed cost proposal, including any travel costs and other expenses. 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.
13. 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 Delivery 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. Due date and time as specified on page one are as follows:

1. Delivered physically to Bill Walker, 1149 South Hill Street, Los Angeles
 - 13 hard copies of proposal (including all attachments)
2. Delivered electronically with above (two copies--CD-ROM, DVD, or USB flash drive) in native unlocked format as noted below:
 - Proposal soft copy (final .pdf submittal)
 - Proposal soft copy (source file readable in MSWord 2003 or later)
 - Attachment A: Itemized Cost Proposal (.xls)
 - Attachment B: Vendor History Questionnaire (.xls)
 - Attachment C: Case Management System Statement of Work (.doc)
 - Attachment D: Service Requirements Compliance Matrix (.xls)
 - Attachment E: Technical Requirements Compliance Matrix (.xls)
 - Attachment F: Functional Requirements Compliance Matrix (.xls)
 - Attachment G: Data-Sharing Details (.xls)
 - Attachment H: 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. Note that responses to questions must be specifically answered within the context of the submitted proposal. The State Bar's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

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 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 Scored Bidder

An evaluation team will review, in detail, all proposals that are received to determine the Highest Scored 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, demonstrations, 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 products 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 may make an award and/or conduct negotiations thereafter.

This RFP 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 (5%).

- c. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, for example, the quality of any demonstration, client references, demonstrated success in projects with similar requirements, and any other contracts with the State Bar, including the following:
 - i. Functional Requirements (32%)
 - ii. Technical Requirements (15%)
 - iii. Service Requirements (3%)
 - d. The financial viability of the bidder/author (5%).
 - e. 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 (35%).
- 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.
 - 3. Bidders offering both premise-based and hosted solutions should submit separate complete proposals for each. Each proposal will be evaluated and scored independently.

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, California, and written notice sent to bidders on or about March 1, 2013, of the State Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by March 8, 2013. The evaluation team will select a winning proposal subject to approval 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 above Statement of Work and the Contracting Requirements section 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 HSB 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 person at the pre-bidder conference referenced on page one. Questions which arise after this event can be addressed in writing to Bill Walker at bill.walker@calbar.ca.gov. All questions must be submitted no later than eight (8) 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 five (5) 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, e-mailing 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 five (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.
3. The bidder believes that the State Bar has incorrectly selected another bidder.

A bidder qualified to protest should contact Andrew Conover, Finance Manager, at 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 five (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, California 94105-1639
Attention: Peggy Van Horn, Chief Financial Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within thirty (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

1. 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 standards of the industry.
2. Vendor warrants and represents that it has the right to grant the licensed rights to the technology, the services, and the system through the agreement without violating any rights of any third party.
3. Vendor will represent and warrant that (a) Vendor is not aware of any claim, investigation, litigation, action, suit, or administrative or judicial proceeding pending or threatened based on claims that Vendor's technology, services or system infringe or misappropriate any patents, copyrights, or trade secrets of any third party, and (b) Vendor's technology, services, and system do not infringe upon or misappropriate any patents, copyrights, trade secrets, or any other intellectual property rights of any third party.
4. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work

5. Vendor will provide a contact person available and authorized to remedy any nonconformity with this warranty.
6. 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.

C. Acceptance Process for Deliverables

Deliverables will be subject to agreed-upon acceptance testing criteria to determine whether each deliverable meets its specification. The State Bar will accept a deliverable only if it conforms to its acceptance criteria. If a deficiency is found, the State Bar will notify Vendor of the basis for its decision not to accept the deliverable. Vendor must correct any deficiency and resubmit a corrected deliverable. The State Bar will review or perform acceptance tests on the corrected deliverable to verify whether the identified deficiency has been corrected. Vendor's times for correcting any deficiency and the State Bar's review of any deliverable will be in accordance with the project schedule.

If Vendor is unable to correct all deficiencies within the number of days indicated in the project schedule, within sixty (60) days from its scheduled acceptance, the State Bar may, at its option: (1) continue reviewing or performing acceptance tests on the deliverable and require Vendor to continue until any deficiencies are corrected or eliminated; (2) request Vendor to provide, at its expense, a replacement deliverable for further review or acceptance tests; (3) set off from the purchase price to the extent the State Bar determines the deficiencies for the deliverables have not been corrected; or (4) after completion of the process set forth in this subsection, and providing notice of default in accordance with this agreement, terminate this agreement in whole or in part.

D. Enhancements

Vendor will provide the State Bar with all updates, upgrades, additions, and changes to, and future releases for the application software in whole or in part, including without limitation:

1. Updated versions of the application software to operate on upgraded versions of firmware or upgraded versions of equipment ("Enhancement").
2. Updated versions of application software that encompass improvements, extensions, updates, deficiency and other error corrections, or other changes that are logical improvements or extensions of the application software supplied to the State Bar.

Vendor will also provide the State Bar with associated documentation that are provided as general releases to the software, in whole or in part, as part of the Services provided under the agreement. This documentation must be adequate to inform the State Bar of the problems resolved, including any significant differences resulting from the release that are known by Vendor. Vendor warrants that each Enhancement general release must be tested and perform according to the specifications. Vendor agrees to correct corrupted data that may result from any system deficiency introduced by any Enhancement at no cost to the State Bar. In addition, Vendor shall produce any Enhancement which the State Bar requests or which Vendor requests and the State Bar approves in a

commercially reasonable time and form at an additional charge in accordance with the change order provisions set forth in the agreement. Enhancements to correct any deficiency must be provided to the State Bar at no additional cost and without the need for a change order.

E. Liquidated Damages

The parties agree that any delay or failure by Vendor to timely perform its obligations by the dates in the project management plan and in accordance with the performance standards will interfere with the proper and timely implementation of the system and result in loss and damage to the State Bar. The parties agree that the exact amount of such damages may be difficult to determine. Therefore, a liquidated damages provision in the agreement is a reasonable effort by the parties to agree in advance on the damages the State Bar may suffer due to Vendor's delay or failure.

F. 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.

G. Indemnity Obligations of Vendor

Vendor will indemnify and defend the State Bar (including its Board of Governors, 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:

1. The material breach by Vendor of any warranty, representation, term, or condition made or agreed to by Vendor.
2. All products and services prepared by or for Vendor hereunder and provided to State Bar.
3. 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.
4. Any breach by Vendor of any statutory or regulatory obligation.
5. The actual or alleged infringement by Vendor of any patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriation of a trade secret of any person or entity.
6. Any act or omission of Vendor, its employees, agents, or subcontractors.

H. 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 nonowned 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 (\$2,000,000.00) and an occurrence limit of two Million Dollars (\$2,000,000.00).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, California, 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 the policies 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.

I. 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 subsection, 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. **Termination Procedure.**
 - a. After a receipt of a notice of termination, and except as otherwise directed by the State Bar, Vendor must (i) stop work on the date specified in the Notice; (ii) place no further orders or subcontracts for materials, services, or facilities; (iii) as soon as practicable, but in no event longer than thirty (30) days after termination, terminate

its orders and subcontracts related to the work and settle all outstanding liabilities and claims arising out of the termination of these orders and subcontracts; (iv) take such action as may be necessary to protect and preserve any State Bar property which may be in Vendor's possession; (v) transfer title to the State Bar and deliver in a timely manner any State Bar property; (vi) provide written certification to the State Bar that Vendor has surrendered all such property.

- b. Upon termination of the agreement, the State Bar, in addition to any other rights provided in the agreement, may require Vendor to deliver to the State Bar any work product, including but not limited to deliverables and data, performed up to the date of termination.
- c. Unless otherwise agreed to between the parties as part of a turnover plan, Vendor will provide the State Bar a license to use and reproduce for the State Bar's internal purposes, Vendor's technology and provide technical and professional support and maintenance at rates negotiated between the parties. Such rates will not exceed the lesser of (i) reasonable and customary rates for Vendor's services; or (ii) Vendor's rates for comparable services for other customers.

6. **Transition Support.** At the expiration or termination of the agreement, Vendor must provide reasonable transition assistance requested by the State Bar, to allow for the services to continue without interruption or adverse effect, and to facilitate the orderly transfer of the services to the State Bar or its designee. The State Bar will pay Vendor for technical and professional support in connection with the transition services at mutually agreed rates.

J. 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.

K. 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 thereunder (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the nondiscrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

L. 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.

M. General Provisions

1. **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.
2. **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.
3. **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.
4. **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.