REQUEST FOR PROPOSAL

ABACLE

Live Webinar and On-Demand Course Services for Continuing Legal Education 2019
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**Bid Timetable**

The ABA will make every effort to adhere to the following schedule:

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<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
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<tbody>
<tr>
<td>Deadline to submit clarifying questions verbally or via e-mail to</td>
<td>Suppliers</td>
<td>July 26, 2019</td>
</tr>
<tr>
<td><a href="mailto:joe.besharse@americanbar.org">joe.besharse@americanbar.org</a></td>
<td></td>
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<tr>
<td>RFP responses/proposals in electronic form must be received by ABACLE,</td>
<td>Suppliers</td>
<td>August 14, 2019</td>
</tr>
<tr>
<td>20&lt;sup&gt;th&lt;/sup&gt; floor office 19053, <a href="mailto:joe.besharse@americanbar.org">joe.besharse@americanbar.org</a></td>
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<tr>
<td>Hard copy proposals must be received by ABACLE, 20&lt;sup&gt;th&lt;/sup&gt; floor,</td>
<td>Suppliers</td>
<td>August 14, 2019</td>
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<tr>
<td>Attention Joe Besharse, American Bar Association, 321 N. Clark Street,</td>
<td></td>
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<tr>
<td>Chicago, IL 60654</td>
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<tr>
<td>RFP posted to website for public review at:</td>
<td>Requestor</td>
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<td><a href="http://www.americanbar.org/about_the_aba/rfp.html">http://www.americanbar.org/about_the_aba/rfp.html</a></td>
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<tr>
<td>RFP distributed via e-mail to solicited bidders.</td>
<td>Requestor</td>
<td>July 9, 2019</td>
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<td>Deadline for unsolicited bidders who located this RFP on the ABA website</td>
<td>Suppliers</td>
<td>July 23, 2019</td>
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<td>to submit qualifying information.</td>
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1.0 General Information

1.1 Issuing Department. The American Bar Association on behalf ABACLE (“ABA”) has issued this Live Webinar and On-Demand Course Services for Continuing Legal Education 2019 Request for Proposal (“RFP”) for response by interested suppliers (“Suppliers”). The sole point of contact in the ABA for this RFP shall be Joe Besharse, 321 N. Clark St., Chicago, IL 60654, joe.besharse@americanbar.org, the “Issuing Employee” for this RFP. Please refer all inquiries to the Issuing Employee.

1.2 Type of Contract. The contract needs to comply with the ABA Contract Policy and will be reviewed by the ABA’s General Counsel’s Office. ABA entities do not have separate legal standing to enter into oral or written contracts in their own names. All contracts are entered into on behalf of the American Bar Association. The ABA, in its sole discretion, may undertake negotiations with Suppliers whose proposal, in the judgment of the issuing department, show them to be qualified, responsible and capable of performing the project or providing the goods.

1.3 Incurring Costs. The ABA is not liable for any costs the Supplier incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of the award of the contract.

1.4 Proposals. To be considered, Supplier should submit a complete response to this RFP, using the format provided in Section 2.0. For this RFP, the proposal must remain valid for 120 days, taking into consideration time required for evaluation of proposals and processing of the contract or until a contract is fully executed. If the Issuing Employee selects the Supplier’s proposal for award, the contents of the selected Supplier’s proposal will become, except to the extent the contents are changed through best and final offers or negotiations, contractual obligations.

1.5 Prime Contractor Responsibilities. The contract will require the selected Supplier to assume responsibility for all services offered in its proposal, whether it produces them itself or by subcontract. All subcontract work must be disclosed to the Issuing Employee and the Issuing Employee will consider the selected Supplier to be the sole point of contact with regard to contractual matters.

1.6 Terms of the Contract. The contract is not considered approved until the terms have been reviewed and approved by the ABA’s Office of General Counsel. An “American Bar Association Office of General Counsel” approval seal will appear on the contract with the signature of the attorney approving the terms of the contract.

1.7 Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If a Supplier electronically accepts the RFP, the Supplier acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of a conflict
between a version of the RFP in the Supplier’s possession and ABA’s version of the RFP, ABA’s version shall govern.

1.8 Questions and Answers. If any Supplier has any questions regarding this RFP, the Supplier must submit the questions by e-mail to the Issuing Employee named in Section 1.1 of this RFP. Questions must be submitted no later than the date indicated on the Bid Timetable. The Supplier should not attempt to contact the Issuing Employee by any other means. The Issuing Employee will send answers to any and all submitted questions to each of the Suppliers involved in the bid.

2.0 Proposal Format

Bidders must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to each and every requirement in this part of the RFP. Bidders should provide any other information thought to be relevant, but not applicable to the enumerated categories, only as an appendix to the proposal.

2.1 Proposal Contents. Provide details for each item included in Appendix C.

2.2 Standard Contract Terms and Conditions. A copy of the ABA’s Master Services Agreement is attached hereto (Appendix A). Bidders’ responses should be based upon the requirements in the Master Services Agreement, which will include a Statement of Work that addresses specific aspects of the project, including deliverables, timelines and fees. The terms and conditions governing any award of business will be covered under the Master Services Agreement and any additional agreements deemed necessary by the Office of General Counsel.

Contract Terms and Conditions. ABA’s acceptance of a Bidder’s RFP response to this RFP is subject to a written contract to be signed by the ABA and the Bidder. A Bidder should base its RFP response on the contract terms and conditions attached to this RFP. A copy of ABA Master Services Agreement is attached to this RFP as Exhibit A. The Bidder will identify which, if any, of the contract terms and conditions it would like to negotiate and what additional terms and conditions the Bidder would like to add to the ABA standard contract terms and conditions. The ABA requests that any such changes be limited to key issues. The Bidder’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Employee may consider late objections and requests for additions if to do so would be in the best interest of the ABA. The Office of General Counsel may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions.

3.0 Criteria for Selection

3.1 Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must:
   a. Be received according to dates set in the Bid Timetable;
b. Be properly signed by a representative of the Supplier who is eligible to bind them in contract with the ABA;
c. Be in accordance with all instructions as set forth.

3.2 Criteria for Selection. The following criteria will be used in evaluating each proposal:

- Price/overall value;
- Customer service protocol;
- Scheduling flexibility/accommodating schedule changes related to program preparation calls and live broadcasts;
- Quality control process;
- Supplier value proposition/added value;
- Comprehensive and complete response to RFP;
- Reputation and experience with similar projects;
- Suppliers that cannot meet the state MCLE (Mandatory Continuing Legal Education) regulatory attendance verification requirements will be eliminated. See Section 4.0, under Mandatory Continuing Legal Education (“MCLE”) Requirements, for further details on these requirements;
- Suppliers that cannot meet integration requirements will be eliminated. See Appendix E for integration requirement details supporting webinar and on-demand course delivery;
- Webinar technology and options;
- Presentation capabilities;
- Webinar participant user friendliness;
- Webinar presenter user friendliness;
- On-demand participant user friendliness;
- Cosmetic appearance of the interface;
- Reporting on usage of courses by registrants;
- Acceptance of ABA contractual terms as set forth in Appendix A: Master Services Agreement.

Dependent of the amount of response to this RFP will determine the amount of time necessary to provide each proposal a fair evaluation. A Supplier may be contacted by the ABA to clarify elements of their proposal. The ABA will notify any eliminated Suppliers.

4.0 Proposal Requirements

Live Webinar and On-Demand Course Services for Continuing Legal Education

This RFP defines the live webinar and on-demand course service provided by an organization that hosts online webinars for training/meeting purposes, allowing presenters to include their media and control a variety of presentation tools to a variable-sized audience. Registered attendees must log in via the ABA SSO to access the course as a live or on-demand course and have registration verified. The faculty interface for webinar and on-demand courses must require no additional software aside from contemporary web browsers on mainstream devices and computers. The organization must additionally provide capability for on-demand delivery of recorded webinars and of recordings provided from other sources.
The webinar and on-demand course service that the ABACLE uses for CLE programming requires:
(i) specific elements configured to work with ABA systems, including SSO integration, retrieval of
customer and product information; and integration with ABA’s MCLE system to verify attendance
and provide verified attendees access to their CLE request form; (ii) consistent and friendly user
experiences; and (iii) production operations to be performed with no increase in ABA staff
resources. While not all Suppliers would provide these RFP requirements in the same way, ABA is
willing to modify its internal process should the Supplier’s approach meet or enhance ABA’s
webinars. ABA will consider a Supplier that has the capacity to create the additional elements
required (not at ABA expense) and will provide an explanation of how the Supplier will create the
element and test it to ensure it meets ABA requirements. Any such “in-development” elements
would be based on an agreed-upon timetable and do not ensure the Supplier will be the approved
Supplier.

Software Vulnerabilities
The ABA requires web interfaces that do not rely on software and/or technologies that are regularly
identified with vulnerabilities. Adobe Flash and Oracle’s Java software framework are the current
recurring examples for which security vulnerabilities are regularly identified and exploited. Our
service provider must continually update its platform to conform to secure application development
best practices to regularly mitigate new risks as they are identified. Please see Appendix A: ABA
Master Service Agreement, Exhibit C.

Registration and Webinar Login
The ABA handles all program registrations via its Association Management System (Personify) and
the ABA’s Single Sign-On System (Centrify) and requires the Supplier to pull specific registration
information for each program in an efficient and accurate manner. Should the ABA change its
systems, the Supplier will be expected to adjust its integration accordingly. The Supplier will use
the Single Sign-On and registration information to allow only those who register for a program to
attend, with the exception of ABA production staff and program faculty. In addition, the
information retrieved will be used to automatically mark verified attendees as attended in the ABA
MCLE system and to send verified attendees to the MCLE system to complete their CLE credit
requests.

- Retrieval of registration information for all programs:
  - Primary information retrieved: member/customer ID (used as PIN to enter programs),
    name, city, state, e-mail address, state bar ID.
  - Preferred approach is for Supplier to use single sign-on to authenticate users and
    check registrations via Personify.
  - Real-time verification is required for last-minute registrations and immediate access
    for on-demand purchases.
- Provide an expedient method to RSVP for webinar programs and confirm setup:
  - Provide phone numbers for speakers and participants (prefer an assigned group of
    phone numbers for use in ABA programs).
  - Provide technical support for attendee login and playback problems.
Webinar Interface(s)

**Webinar Presenter Interface**
Supplier to provide access to webinar room for ABA production staff and program faculty immediately after confirmation of RSVP of the program. Interface to provide a window that lists presentation material that has been uploaded to the webinar room. Prefer that this list of media be arranged in the order that presenter/faculty will use the material.

In addition to required and preferred functionality, please identify additional features that may be of use to our faculty.

See the Program Production area in this document for detailed expectations on Supplier staff support for ABA webinar programs.

**Required Functionality**

- Presenter interface should require little to no software installation for faculty.
- Webinar presenter interface allows access to all presentation tools:
  - PowerPoint – prefer that these presentations play with any animation or media files presenters included;
  - Recorded video files;
  - Recorded audio files;
  - Adobe PDF documents;
  - Microsoft Office documents – Word, Excel and Publisher;
  - Graphic files – jpeg, doc, png, etc.;
  - Application sharing – multiple systems (minimum Windows, Mac);
  - Structured polling – meaning multiple choice questions that can be prepared in advance and shown to audience, with results that are able to be shown to an audience in a pleasing graphical manner;
  - Presenter’s webcam – ABA has multiple presenters who would each be on a webcam originating from separate remote locations;
  - Live video streaming;
  - Active URL links in presentation window;
  - Presenter can share websites and applications in the presentation window.
- Webinar presenter interface provides for the ability of ABA staff/faculty to upload presentation materials into the webinar room and delete them.
- Webinar presenter interface provides ABA staff/faculty the ability to rehearse the use of all presentation materials any time before program date without notice.
- Q&A are required for CLE programs, so a versatile and manageable Q&A interface is highly preferred for use during the program with such capabilities as:
  - Ability to see questions and presentation slides at same time;
- Time-stamped questions;
- Ability to sort questions;
- Ability to assign questions and group questions to specific faculty members;
- Ability to check off questions that have been answered;
- Ability to download all questions into a Microsoft Word, Excel or CSV file;
- Ability for staff/faculty to add a question to the Q&A queue;
- Ability to take question via phone.

- Ability to provide technical support via a separate chat function in the webinar presenter interface and manage that process by checking off messages responded to.
  - Strongly prefer chat can be available without leaving larger slide view;
  - Prefer that response can show in a private chat window.

- Actual program start and features should be controlled from within the presenter interface, with ABA or Supplier staff in a support role.

Preferred Functionality

- Ability to send an “alert message(s)” to only faculty and staff to help manage program content and time allocations;
- CART (communication access real-time translation) and transcription – a plus if vendor can provide bundled with services. Please include on pricing sheet;
- Optional quick poll – a spontaneous version of a structured poll;
- Integrated social media capability;
- Prefer webinar interface to be configured by ABA staff/faculty:
  - Setup interface elements into a template that can be used by programs with specific media, such as live video streaming.
  - ABA staff/faculty can control aspects of attendee’s interface, such as which interface elements can be seen, and enlarge a specific element, such as a video window, when a video is played.
  - Flexibility of the interface configuration will be considered a plus in our decision making.

Webinar Attendee Interface

Entry into the webinar room for attendees should be no later than 20 minutes before a program start. During this time before the program starts, the Supplier would play an audio recorded message and media provided by the ABA for each specific program. This would include media such as PowerPoint or video or a combination of both. It is required that each attendee’s time be tracked from the actual program start (started by ABA staff or Supplier support person) to actual end of the program as required by MCLE regulators.

Required Functionality
• Attendee interface should require no software installation and work smoothly across all common browsers, platforms and mobile devices.
• Attendee interface to include information on current presenter, such as name, photograph and possibly title.
• Provide the ability to send questions to presenter/faculty.
• Provide the ability to submit a technical question (e.g., attendee not hearing audio in his/her computer).
• Production staff on the call should be able to open a private chat with this person to resolve the issue.
• ABA production staff or Supplier staff to have the ability to send or post a message to all attendees and faculty of a pause in the program should a technical issue occur that seriously affects attendee viewing (e.g., presenter phone connection issue that could delay the program, a server-side issue preventing some attendees from logging in). Supplier to have the ability to update and resolve issues so that program will continue in “x” minutes.
• Attendee should have the ability to download course materials before and during the program.
• Presentation window should automatically resize to accommodate resolution of the material being presented so attendee does not have to scroll to see full image.
• Ability for the program to display attendance tracking popups during the program to validate the attendees’ presence during the program. This should include the ability to set the amount of popups and whether they are random throughout the program or scheduled to appear after so many minutes.
• Options and help functions can be selected within webinar room (e.g., choice between listening via computer audio and phone, phone number listed for this program should attendee wish to dial in, short list of common issues and what to do, etc.).

Preferred Functionality

• Depending on the program template used, the attendee should have the ability to hide or enlarge window elements of the webinar interface, such as minimizing the technical support chat function or other areas of the interface that are not currently in use.
• A “notes function” that can be downloaded and printed so the attendee can take notes during the program without looking away from the program.

Program Recordings and On-Demand Playback
The Supplier must provide a user-friendly, full-featured on-demand course experience that provides recorded webinar content or video or audio content provided separately by the ABA. The on-demand course experience must provide features including, but not limited to, the following:
- Integrate with ABA’s Single Sign-On and AMS system to verify registration and obtain key registrant information to facilitate participation and certificate generation. See Appendix E for details.
- Stream recorded content in a way that tracks participation to meet MCLE requirements.
- Meet MCLE tracking requirements, including tracking minimum participation requirements via attendance verification alerts
- Provide verified attendee access to the CLE request process in the ABA MCLE system in a smooth and transparent way.
- Provide clear messages to attendees who do not meet participation requirements (lack of duration or verification alerts).
- Allow attendees to leave and return to courses without losing time spent toward participation requirements.
- Allow attendee to download written course materials (PDF or other formats) before, during and after the presentation.
- Allow attendee to download a video recording of the program (optional, decided by ABA per program) when accessing the course.
- Link to program description and faculty information on ABA website and optional ability to include this information in the course interface.
- Support social media, possibly from a menu, and when selected the appropriate social media window should appear in this interface.
- Provide attendee course evaluation that meets MCLE requirements and related reporting for ABA staff. See Appendix E for details.
- Provide the ability for the program to display attendance tracking popup alerts during the program to validate the attendees’ presence during the program. This should include the ability to set the amount of popups and whether they are random throughout the program or scheduled to appear after so many minutes. Additional features, such as specific timing of verification alerts and restricting verification alerts to users with jurisdictions that require it, may be considered.
- Provide reporting consistent with the MCLE reporting area of this document and Appendix E.

**Course Content Migration**

As the new Supplier is set up, the ABA may provide recordings and related course material content for the setup of on-demand courses. The number of courses and timing of the transfer will be dependent on a transition plan determined between the ABA and the service provider. The ABA may decide to only provide new courses to the new Supplier or it may decide to move a large catalog of approximately 850 courses to the new Supplier based upon an agreed-to transition plan.

Please provide pricing, standard procedures and a rough timeline for the creation of 800 on-demand courses with course information, video or audio content and written materials provided by the ABA for each.
Help Desk/Technical Support
Supplier to provide technical support for broadcast, playback issues, attendance verification and other issues related to attendee activities on the webinar and on-demand platform. Live webinar program attendance averages approximately 50 attendees, but some programs have several hundred attendees, and several programs per month may have thousands of attendees. Supplier must provide adequate support for peak periods, which will be 15 minutes before the start of a program and a minimum of 30 minutes following the close of the program. For post-program issues, an online help form is the preferred approach, with Supplier responding to all inquiries within 24 hours. This online help form is to cover both live and on-demand programming help requests in a design that both ABA and Supplier agree will expedite the resolution of the issue. Supplier will provide ABA with a list of the most common attendee issues each month so that appropriate actions can be taken by the ABA and/or Supplier to improve the process and reduce or eliminate issues.

Mandatory Continuing Legal Education ("MCLE") Requirements
The majority of ABA programming is for MCLE, which is a highly regulated process. The ABA is a national provider of legal education and must meet the requirements of over 60 MCLE regulators, each of which has different rules and processes. ABA MCLE programs are designed to meet all of these different requirements, and the Supplier must meet our process requirements.

The MCLE process requirements are:
- Track each attendee’s time from the beginning of a webinar or on-demand course (not from the initial login time, if that is prior to the start of the course).
- Track attendee engagement by verifying the minimum number of attendance popup verification alerts are met.
- Provide attendee a program evaluation that meets MCLE requirements, customized to each program, or allow for integration with the ABA’s survey tool.
- Attendees who meet duration and engagement requirements will be:
  - Marked as attended in ABA’s MCLE system via API;
  - Directed to attendee’s personalized URL in the ABA MCLE system.
- When validation of the online CLE request for credit form fails validation, the Supplier system will provide feedback to the attendee. In the case of not meeting minimum attendance time requirement, provide a message stating what options the attendee has, including listening to the program recording or filling out the online help form.
- Supplier will retain program registrant, attendee and participation confirmation details for each program for a minimum of six years. The vendor and ABA will determine the best method for storing this data in keeping with Data Security Requirements in Appendix A: ABA Master Services Agreement, Exhibit C.

MCLE Reporting
For each live course, the Supplier will provide an attendee report in CSV format that lists:
- Attendee (name, e-mail, ABA customer ID);
- Duration:
- Total duration of program;
- Duration of attendance;
- Connection time(s);
- Disconnection time(s);
- Verification popup alerts:
  - Number provided during program;
  - Number attendee responded to;
- Attendee is verified (yes/no):
  - Attendee met both duration and verification requirements.

The ABA prefers the ability for ABA staff to directly run reports. See Appendix E for key reporting requirements.

These reconciliation reports are due to the ABA within four business days following the live webinar program.

Supplier will also provide a weekly and monthly attendee report in CSV format for on-demand courses.

Supplier will provide weekly and monthly attendee reports covering all live and on-demand usage during the period.

**Program Production**

The ABA requires consistency in the production of its webinars in order to maintain its brand, expedite production and minimize errors. One key element of ABA webinars is ABA’s program format which is script based and is provided to the Supplier for each program. The script provides language for pre-program announcements, housekeeping information during the first few minutes of each program, presenter/faculty introductions, approximate times for each presenter, approximate time when Q&A session begins and time of the close of the program.

Each program will require some minimal editing, which is built into the script with a pause strategically placed in the script. Each program will require these basic edits before the program is placed in the Supplier’s area where attendees can access the recording. Supplier will keep a saved copy of the unedited recording in case further editing or review is required. ABA will provide Supplier with detailed information if additional program editing is required due to technical issues or unexpected comments during the program.

All Supplier program support staff must be thoroughly trained in the vendor’s systems and the ABA’s procedures. After initial deployment, Supplier staff new to supporting ABA programs should support existing Supplier support staff for at least two ABA programs to be sure they thoroughly understand the systems and ABA procedures.

ABA uses a program format where the Supplier provides a staff person to act as the program operator/facilitator to provide: (i) program recorded announcements that audience members listen to while waiting for the program to start; (ii) housekeeping information at the start of the program; (iii) Q&A instructions; and (iv) the closing of the program per the time stated in the script. The ABA is
flexible on whether ABA performs these activities or Supplier performs these activities; much depends on the Supplier’s processes and support for these activities.

The ABA holds a minimum of one planning session and one technical rehearsal in the webinar room before the event date. The planning session includes ABA webinar production staff and program presenters; this session takes place within two weeks of the webinar program being scheduled with the Supplier. The technical rehearsal takes place typically five business days before the event. Should the planning of a webinar program require additional planning sessions, the Supplier will make the webinar room available to the ABA without additional cost. Supplier should include all costs for planning sessions and technical rehearsals in its per-program price, including additional costs, if any.

Supplier should include the full details of any evaluation services it offers to its attendees, including report options and additional costs, if any.

**CART Services, Captioning and Transcripts**
The ABA wishes to make all webinar and on-demand courses accessible to deaf/hard of hearing attendees.

Please provide details and costs on CART captioning, closed captioning and transcription services.

**Accessibility**
Supplier’s products and services will provide electronic and information technology (“EIT”) accessibility to people with disabilities and will fully conform to: (i) the Web Content Accessibility Guidelines 2.0, as may be amended from time to time (“WCAG”), http://www.w3.org/TR/WCAG20/ (approved as ISO/IEC 40500:2012 [October, 2012]), including all requirements set forth in Level AA; and (ii) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (d), and its implementing regulations, currently at 36 C.F.R. §1194. Supplier will address the following principles in its RFP response:

**Principle 1: Perceivable – Information and user interface components must be presentable to users in ways they can perceive.**
- Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.
- Time-Based Media: Provide alternatives for time-based media.
- Adaptable: Create content that can be presented in different ways (for example, simpler layout) without losing information or structure.
- Distinguishable: Make it easier for users to see and hear content, including separating foreground from background.

**Principle 2: Operable – User interface components and navigation must be operable.**
- Keyboard Accessible: Make all functionality available from a keyboard.
- Enough Time: Provide users enough time to read and use content.
- Seizures: Do not design content in a way that is known to cause seizures.
- Provide ways to help users navigate, find content and determine where they are.
Principle 3: Understandable – Information and the operation of user interface must be understandable.
- Readable: Make text content readable and understandable.
- Predictable: Make Web pages appear and operate in predictable ways.
- Input Assistance: Help users avoid and correct mistakes.

Principle 4: Robust – Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
- Compatible: Maximize compatibility with current and future user agents, including assistive technologies.

Based on the foregoing, Supplier represents that: [Please check the appropriate response]

__ Supplier’s products and services to be provided under this RFP are fully compliant with the Web Content Accessibility Guidelines 2.0 and Section 508 of the Rehabilitation Act of 1973.

__ Supplier’s products and services to be provided under this RFP are not fully compliant with the Web Content Accessibility Guidelines 2.0 and Section 508 of the Rehabilitation Act of 1973. The following products/services are not compliant:

<table>
<thead>
<tr>
<th>Non-Compliant Products/Services</th>
<th>Anticipated Date of Compliance</th>
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Price for Services
Supplier will bill the ABA monthly for all live webinar programs held in a specific month; Supplier’s invoice will detail each program by date, event code and program title on the invoice. Each invoice will include an CSV spreadsheet listing each program that includes: program date, program event code, program title itemized costs and taxes for each program, the number of registrants for the program, webinar room attendance, phone connections and a breakdown of all costs.

Supplier will include monthly on-demand webinar charges with the monthly live webinar charges, provided that on-demand webinar charges be identified and grouped separately in the CSV spreadsheet.

Data Security
Supplier will meet ABA’s data security requirements in ABA’s Master Services Agreement (Appendix A, Exhibit C).

Development Obligation
Upon ABA’s request, Supplier, at its sole cost, will make customizations to Supplier’s systems to meet ABA’s MCLE regulatory requirements. The Supplier must have these in place and functional for testing and approval by the ABA before a contract would be approved and signed.

**Client References**
Supplier will provide ABA with a minimum of two current client contacts as references, including telephone numbers and e-mail addresses. These references should have similar requirements.
Appendix A
Master Services Agreement

See separate attachment for Appendix A: Master Services Agreement
### Appendix B – Bidder Response Sheet

<table>
<thead>
<tr>
<th>Bidder Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Company Name</td>
</tr>
<tr>
<td>Bidder Mailing Address</td>
</tr>
<tr>
<td>Bidder Website</td>
</tr>
<tr>
<td>Bidder Contact Person</td>
</tr>
<tr>
<td>Bidder Contact Person’s Phone Number</td>
</tr>
<tr>
<td>Bidder Contact Person’s E-Mail</td>
</tr>
<tr>
<td>Bidder Federal ID Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bidder Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of an official authorized to bind the Bidder to the provisions contained in the Bidder’s proposal</td>
</tr>
<tr>
<td>Bidder Name</td>
</tr>
<tr>
<td>Title</td>
</tr>
</tbody>
</table>

Failure to complete, sign and return this form with the Bidder’s proposal may result in the rejection of the Bidder’s proposal.
## Appendix C – Proposal Contents and Price Submittal Spreadsheet

**Organize your proposal in the following order:**

<table>
<thead>
<tr>
<th><strong>Executive Summary:</strong></th>
<th>State in succinct terms a summary highlighting the important and differentiating elements of your proposal.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Overview:</strong></td>
<td>Provide an overview of your company, including:</td>
</tr>
<tr>
<td></td>
<td>• Overall company size (revenue, # of employees, # of offices)</td>
</tr>
<tr>
<td></td>
<td>• How long have you been in business?</td>
</tr>
<tr>
<td></td>
<td>• Areas of expertise</td>
</tr>
<tr>
<td></td>
<td>• Ownership structure</td>
</tr>
<tr>
<td></td>
<td>• Staff organization</td>
</tr>
<tr>
<td></td>
<td>• Current and recent (last 12 months) clients (indicate any that are potential ABA competitors)</td>
</tr>
<tr>
<td></td>
<td>• Identify the teams supporting the ABA’s service requirements</td>
</tr>
<tr>
<td></td>
<td>• Identify the location of the support center.</td>
</tr>
<tr>
<td></td>
<td>• How will services be coordinated in the event of business interruption where the support center is located?</td>
</tr>
<tr>
<td><strong>Case Studies:</strong></td>
<td>Include at least three relevant case studies that illustrate your approach to meeting specific client needs. Highlight areas you feel are particularly similar to the ABA’s needs. Be sure to reference the use of technologies similar to those the ABA currently employs.</td>
</tr>
<tr>
<td><strong>Scope Understanding:</strong></td>
<td>Explain the objectives and scope of the project as you understand them.</td>
</tr>
<tr>
<td><strong>Project Management Approach and Roles/Responsibilities:</strong></td>
<td>Explain your operational management philosophy, reports and staffing. Explain roles and responsibilities for the ABA team and your team. Estimate the ABA time and headcount necessary to support this project.</td>
</tr>
<tr>
<td><strong>Methodology and Deliverables:</strong></td>
<td>Explain your approach to meeting the MCLE requirements and interfacing with ABA systems.</td>
</tr>
<tr>
<td><strong>Timeline:</strong></td>
<td>Provide a timeline with deliverable completion dates and key milestones for each phase of this project.</td>
</tr>
<tr>
<td><strong>Project Team:</strong></td>
<td>Provide names and biographical information for the team that will work on this project.</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Master Services Agreement:</strong></td>
<td>A copy of ABA Master Services Agreement is attached to this RFP as Appendix A. The Bidder will identify which, if any, of the contract terms and conditions it would like to negotiate and what additional terms and conditions the Bidder would like to add to the ABA standard contract terms and conditions. The ABA requests that any such changes be limited to key issues.</td>
</tr>
<tr>
<td><strong>Three References:</strong></td>
<td>Provide three relevant client references that we may contact. Include name, title, company, phone number and e-mail address for each reference. At least one reference must be from a company from which you get repeating business and at least one must be from a company with whom you no longer do business. Indicate why you no longer do business with that company.</td>
</tr>
<tr>
<td><strong>Fees and Rates:</strong></td>
<td>Provide a detailed breakout of your service fees on the price submittal worksheet below. Where appropriate, include rates used to calculate fees. Clearly explain your fee approach, including fixed-fee charges, hourly charges, travel charges and reimbursable charges.</td>
</tr>
<tr>
<td><strong>Sample Invoice:</strong></td>
<td>Provide sample detailed invoice with the following assumptions:</td>
</tr>
<tr>
<td></td>
<td>- Period: January 1-31, 2020</td>
</tr>
<tr>
<td></td>
<td>- 20 webinars</td>
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<tr>
<td><strong>Other:</strong></td>
<td>Provide any additional information you feel would be helpful to the ABA when evaluating your proposal.</td>
</tr>
</tbody>
</table>
### Price Submittal Worksheet

Please provide detailed responses on pricing in the following areas. Please include additional pricing for features that will affect the ABA based on this RFP.

<table>
<thead>
<tr>
<th>Service</th>
<th>Proposed Model #1</th>
<th>Proposed Model #2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Webinar Delivery – 50 users</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Webinar Delivery – 500 users</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Webinar Delivery – 1250 users</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Demand Course Setup (based on webinar delivered by Supplier)</td>
<td></td>
<td></td>
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<tr>
<td>On-Demand Course Setup (from video file and PDF supporting materials)</td>
<td></td>
<td></td>
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<tr>
<td>On-Demand Course Usage per Attendee</td>
<td></td>
<td></td>
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<tr>
<td>Technical Rehearsal Call with Faculty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Planning Call</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Demand Course Usage per Attendee</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On-Demand Hosting per Month</td>
<td></td>
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<tr>
<td>CART Services (communication access real-time translation)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Transcript</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Closed Captioning</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Webinar Exceed Expected Attendance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Webinar Exceeds Expected Length</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Fee 1 (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Fee 2 (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Fee 3 (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Fee 4 (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Fee 5 (describe)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Fee 6 (describe)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement, with the effective date of , is entered into by (hereinafter referred to as "Recipient"), residing at , and the American Bar Association (hereinafter referred to as "ABA"), an Illinois not for profit corporation with principal offices at 321 North Clark Street, Chicago, Illinois 60654.

WHEREAS the parties will be working together on ;

WHEREAS, either party may, in connection with this Agreement, disclose ("disclosing party") to the other party ("receiving party") information considered confidential and proprietary to the disclosing party (hereinafter “Confidential Information”);

NOW THEREFORE the parties, intending to be legally bound, agree as follows:

1. DEFINITION

Confidential Information. Confidential Information as used in this Agreement, includes but is not limited to information identified as confidential by the disclosing party at the time of disclosure, or which by its nature is normally considered confidential including but not limited to the following: (i) information and compilations of data regarding ABA business methods, practices and strategies, contracts or other business relationship; (ii) information and compilations of data regarding the names, personal information and transactions of its members; (iii) copyrights, trademarks and applications relating thereto; (iv) ABA programs, including related files and records, and (v) any other information not generally known to the public.

2. ACKNOWLEDGEMENT

Both parties acknowledges that disclosure of any Confidential Information may give rise to substantial and irreparable harm to the disclosing party and therefore, upon any such breach or any threat thereof, the disclosing party shall be entitled to immediate appropriate equitable relief in addition to whatever remedies it may have at law and/or equity as determined by a court of competent jurisdiction. The prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

3. OBLIGATIONS
The receiving party shall not use or disclose Confidential Information for any purpose except as necessary to fulfill obligations under this Agreement or as required by law provided the disclosing party is given advanced written notice as permitted by law prior to disclosure. The receiving party agrees to limit access to such Confidential Information to employees or agents who need access to fulfill the obligations under this Agreement and the receiving party shall require such employees or agents who have access to Confidential Information to abide by the confidentiality provisions in this Agreement.

The receiving party shall protect the disclosing party’s Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event with less than a reasonable degree of care. The receiving party shall promptly return to the disclosing party all copies of any Confidential Information of the disclosing party in its possession or control upon request, or in any event, upon any termination or expiration of this Agreement. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information.

Recipient acknowledges that during any meeting(s) and/or communication(s) with any and all employees, member, or agents of the ABA it may become informed of certain trade secrets, proprietary and/or Confidential Information of the ABA, its members, employees or agents.

At the end of any meetings or communications with the ABA, upon request each party will return confidential and proprietary information of the other, provided, however, that each party shall be entitled to retain one archival copy of any notes, analyses, reports or other material prepared based on Confidential Information, which shall remain subject to this Agreement.

Obligations of confidentiality imposed by this Agreement shall not apply to any Confidential Information that 1) is received from a third party who was free to disclose the information; 2) is independently developed by employees of the receiving party who have not had access to such Confidential Information; 3) is or becomes publicly available through no wrongful act of the receiving party; 4) is already known by the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or 5) is approved for release in writing by an authorized representative of the disclosing party.

4. GENERAL TERMS

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any legal proceeding in connection with this Agreement may be brought only in state or federal courts of competent jurisdiction located in Chicago, Illinois. The parties hereto specifically waive any objection they may have to personal jurisdiction or venue in Chicago, Illinois.

This Agreement shall be effective as of the date first above written and the term shall extend through and until the earlier of (a) one (1) year from the effective date hereof, or (b) the date on which the Parties execute definitive legal documentation evidencing a transaction, which documentation contains a confidentiality undertaking by the Parties. However, either Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Party.”
The restrictions and obligations of this Confidentiality and Nondisclosure Agreement shall survive any expiration, termination, or cancellation of this Agreement.

The undersigned has caused this Agreement to be executed by its duly authorized representatives.

RECIPIENT

By: __________________________
   (Signature)

Title: __________________________
Date: __________________________

AMERICAN BAR ASSOCIATION

By: __________________________
   (Signature)

Title: __________________________
Date: __________________________
Appendix E: IT System Requirements Attestation

As part of implementing its webinar and on-demand services, the ABA requires the selected vendor to meet specific technical and integration needs. In addition to the webinar and on-demand course services described in the document, the vendor must meet requirements for:

1. Single Sign-On Integration
2. Data Services Integration
3. MCLE System Integration
4. Reporting Requirements
5. Program Evaluation Requirements

Details of these requirements follow in Appendix E.

As a representative of the Supplier, you are required to sign below indicating that you have read and understood the requirements as listed in Appendix E.

I have read the above statement and fully understand it.

______________________________  ______________________________
Signature                          Date

______________________________
Supplier
IT System Requirements

1) Single Sign-On – Selected vendor must use ABA SSO to validate users and grant access based on product roles.
   - Centrify (https://www.centrify.com/) is our SSO service for the ABA web site.
   - Development docs: http://developer.centrify.com/
   - API docs: https://developer.centrify.com/docs/introduction

2) Data Services – Selected vendor must use ABA Data Services to obtain basic user information required for reporting and integration with the MCLE System.

3) MCLE Integration – Selected vendor must implement web services for integration with the ABA MCLE System, including:
   a. A service to signify to the MCLE system that a customer has met minimum participation requirements for a course.
   b. A service passing customers who have met minimum participation requirements to the MCLE system to complete the CLE request. The final integration will be determined in discussion with the ABA.

4) Reporting Examples
   a. Attendance Duration Report
      i. Parameters
         1. Program (product code, ABA Personify ID, Title) – optional
         2. Program Date(s) – optional
         3. Completion Dates (optional)
         4. Program Type (live, on-demand, all)
      ii. Columns
         1. Program Product Code
         2. Program Personify ID
         3. Program Title
         4. Program Date
         5. User
            a. First
            b. Last
            c. ABA ID
         6. Completion Date (or n/a)
         7. Start Time
         8. End Time
         9. Participation Duration (excluding time before beginning of presentation and after presentation end)
      10. Secondary Verification Complete
          a. Verified complete (y/n)
          b. Total popups presented
          c. Total popups clicked
          d. % of total popups clicked
          e. Alternatively, list participation code
5) Evaluation Example – Selected vendor must provide a customer survey with question consistent with the example below or – at the ABA’s choice – use the ABA’s survey vendor. If using its own survey system, the vendor must provide access to reporting on survey results. If using the ABA survey vendor, the vendor may be required to pass customer identifying variables via the URL string.

Program Title: Program Title
Program Date: Program Date
Program Type
Event Code: Insert Event Code

MCLE state regulators require CLE program evaluations for CLE accreditation. Please rate the program with respect to the following:

<table>
<thead>
<tr>
<th>Excellent</th>
<th>Very Good</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
</table>

Overall quality

Written course materials

Ease of participation

Please rate your level of agreement with the following statements about the program:

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Neither Agree nor Disagree</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
</table>

The content was useful for my practice
The content met my educational objectives

The content matched what was advertised

The content updated or informed me of my legal responsibilities

Please rate the effectiveness of the faculty in the following areas:
Overall teaching effectiveness

<table>
<thead>
<tr>
<th>Very Effective</th>
<th>Effective</th>
<th>Neither Effective nor Ineffective</th>
<th>Ineffective</th>
<th>Very Ineffective</th>
</tr>
</thead>
</table>

Name 1

Name 2

Name 3

Knowledge of subject matter

<table>
<thead>
<tr>
<th>Expert Knowledge</th>
<th>Above Average Knowledge</th>
<th>Average Knowledge</th>
<th>Below Average Knowledge</th>
<th>Minimal Knowledge</th>
</tr>
</thead>
</table>

Name 1
Expert Knowledge | Above Average Knowledge | Average Knowledge | Below Average Knowledge | Minimal Knowledge
---|---|---|---|---

Name 2

Name 3

Please rate the following with regard to your webinar experience:

<table>
<thead>
<tr>
<th>Excellent</th>
<th>Very Good</th>
<th>Good</th>
<th>Fair</th>
<th>Poor</th>
</tr>
</thead>
</table>

Sound quality

Ease of use

Overall technology

Overall experience

Please tell us what you liked or disliked about the program:

Why did you choose to participate in this ABA program?

- Topic of interest
- Delivery format
- Cost
- Program length
- CLE credit
- Faculty/speakers
- Other

What topics or programs do you suggest for future ABA programs?

Click the button below to be directed to the online attendance confirmation form for this program.