



# The State Bar of California

## **Invitation for Bid**

This document is an Invitation for Bid (“IFB”) for Cisco Core Gateway Hardware.

The State Bar seeks proposals for network computer equipment necessary to update its technology infrastructure. Providers must be a Cisco Gold Partner or higher. Qualified Cisco Partners should check with their product marketing liaisons for current sales specials and programs.

Please submit five (5) copies of your proposal no later than 4 p.m. on July 27, 2018 to:

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

Attn: Michael Williams  
Office of Information Technology  
415-538-2405  
[Michael.Williams@calbar.ca.gov](mailto:Michael.Williams@calbar.ca.gov)

### **I. INTRODUCTION**

The State Bar of California (“the State Bar”) created in 1927 by the Legislature and adopted as a judicial branch agency by amendment to the California Constitution in 1960, is a public corporation within the judicial branch of state government. The purpose of the State Bar of California is to ensure that the people of California are served by the legal profession in a manner consistent with the highest standards of professional competence, care, and ethical conduct; to carry out such additional programs as may be required by law or by rule of court; and to contribute generally to the science of jurisprudence and the administration of justice. The State Bar serves as an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The California Constitution, the State Bar Act and California Rules of Court vest in the State Bar the duty to regulate the legal profession, formulate and elevate educational and professional standards, raise the quality of legal services, advance the science of jurisprudence, and aid in the improvement of the administration of justice.

The State Bar of California’s mission is to protect the public and includes the primary functions of licensing, regulation and discipline of attorneys; the advancement of the ethical and competent practice of law; and support of efforts for greater access to, and inclusion in, the legal system. The State Bar is the largest state bar in the country and licenses approximately 250,000 attorneys. The agency is a public corporation within the judicial branch of state government and serves as an administrative arm of the California Supreme Court. More information about the State Bar can be found online: [www.calbar.ca.gov/About-Us](http://www.calbar.ca.gov/About-Us). The State Bar’s offices are located in San Francisco and Los Angeles.

## II. GOODS FOR PURCHASE

Network computer equipment consisting of Cisco hardware, software, and maintenance services as itemized in **Attachment A: Itemized Cost Proposal**.

## III. GENERAL INFORMATION

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

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

### A. Submission Requirements

To be considered responsive, a proposal must contain the following, prefaced by a table of contents, referenced by number and in the order below.

1. A brief description of the history and organization of the bidder's firm, and of any proposed subVendor. This must include a description of why the firm is qualified to supply the products listed in **Attachment A: Itemized Cost Proposal**.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. Proof that your organization is a current Cisco Gold Partner.
4. A detailed cost proposal, including product and delivery costs. The bid must be contained in a sealed envelope separate from the remaining portion of the bidder's response, that breaks out the costs for each of the following:
  - a. The parts described in **Attachment A: Itemized Cost Proposal**.
  - b. Delivery charges for inside delivery to the State Bar's Los Angeles and San Francisco offices (845 South Figueroa Street, Los Angeles CA 90017 and 180 Howard Street, San Francisco, CA 94105) as designated on Attachment A. This is a more detailed, itemized breakout of delivery costs than the total delivery cost for each office location requested in Attachment A.

It is unlawful for any person engaged in business within the State of California 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.

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

## **B. Submission Requirements Format Summary**

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

1. Deliver five (5) physical hardcopies to the attention of Michael Williams, no later than 4 p.m. July 27, 2018.
2. Each set should include all attachments requested, including copies of the electronic attachments itemized below.
3. Deliver a .pdf softcopy of the entire offer (assembled; file-to-PDF only, do not print and scan the offer), plus the following electronically (one set--CD-ROM, DVD, or USB flash drive) in native format as noted below:
  - a. **Attachment A: Itemized Cost Proposal (.xls)**
  - b. **Attachment B: Vendor History Questionnaire (.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 IFB.

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

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

## **C. Rejection of Proposals**

The State Bar reserves the right in its sole discretion to reject any or all proposals in whole or in part, without incurring any cost or liability whatsoever. All proposals will be reviewed for completeness of the submission requirements. If a proposal fails to meet a material requirement of the IFB, or if it is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a proposal is not in substantial accord with IFB 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 IFB or excuse a bidder from full compliance with the IFB 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 IFB.

**D. Evaluation Process and Lowest Cost Responsive Bidder**

An evaluation team will review, in detail, all proposals received to determine the Lowest Cost Responsive Bidder (“LCRB”).

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

The State Bar may also have discussions with those bidders falling within a competitive range, request revised pricing offers from such bidders, and make an award and/or conduct negotiations thereafter.

This IFB does not commit the State Bar to awarding a contract. Bidders shall bear all costs incurred in the preparation of their 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.

**E. Award and Execution of Contract**

Subject to the State Bar's right to reject any or all proposals, the LCRB will be awarded the contract. In the case of a virtual tie the Executive Director may determine who will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about August 17, 2018 of the Bar's intention to award the contract to the LCRB. It is anticipated that final selection of the LCRB will be made by August 24, 2018. The evaluation team will select a winning proposal subject to approval by the Board of Trustees.

If the contract is not awarded to the LCRB, the LCRB must be notified of that fact at least five (5) days before the State Bar makes the award. Notification will be made by email and via USPS mail. The notice shall include the reason that the contract is not being awarded to the LCRB.

No contract or agreement, express or implied, shall exist or be binding on the State Bar before the execution of a written contract or purchase order 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 and responsive proposals to this IFB.

If, after the State Bar and the LCRB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new IFB 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 IFB, or on any other matter in connection with the selection process, should be addressed in writing to Keith Jenkins, Senior Program Analyst at [Keith.Jenkins@calbar.ca.gov](mailto:Keith.Jenkins@calbar.ca.gov).

Where written notice is required in this IFB, the notice must be sent by U.S. mail and e-mail.

**F. Errors in the IFB**

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the IFB, the bidder should immediately provide the State Bar with written notice of the problem and request that the IFB 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 IFB was sent.

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the IFB 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 IFB**

Questions regarding the IFB may be addressed in writing to Michael Williams at [Michael.Williams@calbar.ca.gov](mailto:Michael.Williams@calbar.ca.gov). All questions must be submitted no later than five (5) days prior to the date for submission of proposals. Questions and answers regarding the IFB 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, subject to the California Public Records Act. 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 IFB's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the IFB 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 IFB prior to the fixed date for submission by posting, mailing, emailing or faxing an addendum to the bidders known to be interested in submitting a proposal. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than 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 any of the following conditions:

1. The State Bar failed to follow the procedures specified in either subdivision (c) of Public Contract Code section 10344.
2. The State Bar failed to apply correctly the standards for reviewing the format requirements or evaluating the proposals as specified in this IFB.
3. The State Bar failed to follow the methods for evaluating and scoring the proposals specified in this IFB.
4. The State Bar is proposing to award the contract to a bidder other than the bidder given the lowest cost responsive bid by the state agency evaluation committee.

A bidder qualified to protest should contact Keith Jenkins, Senior Program Analyst, at: (415) 538-2229, 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 prior to the award. Within five (5) days after filing the protest, the protesting bidder shall file a full and complete written statement specifying the grounds for the protest. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

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

Attention: Chief Administrative 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 IFB 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 pursuant to the California Public Records Act. 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 IFB 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 IFB, 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 purchase.

##### B. General Terms and Conditions

The final agreement shall be by Purchase Order and governed by The State Bar's General Terms and Conditions as set forth therein, a sample form of which is attached hereto as **Attachment C: General Terms and Conditions**. Submission of a proposal shall constitute agreement to contract on these terms. Any bid proposing alternate language will be considered a counter proposal and subject to rejection as non-responsive.

##### C. Additional Terms and Conditions

In addition to the above-referenced General Terms and Conditions, the Purchase Order shall also contain the following terms:

1. Assignment of Warranties. To the extent that third-party manufacturers have provided the bidder with any warranties or made other commitments regarding the equipment, products or goods that the bidder has included in its bid to the State Bar of California, bidder will pass through and assign to the State Bar any and all such manufacturers' warranties and other commitments, and/or take such action as may be necessary to ensure that the State Bar is entitled in full to all such manufacturer's warranties and obligations.
2. Warranties. Unless otherwise specified by the bidder in its bid response, the warranties specified hereunder shall begin upon the State Bar's acceptance, in writing, of the deliverable or service in question.
  - a. Bidder warrants that the goods furnished under the Purchase Order shall conform to the requirements of the Purchase Order (including all descriptions, specifications and drawings made a part thereof) and such goods will be new, merchantable, fit for their intended purposes, and free from defects in material and workmanship.
  - b. Bidder represents and warrants that it is a duly authorized value added reseller of the equipment, software and services specified by the State Bar and that it has a value added reseller's agreement currently in force with each and every applicable company or manufacturer under which the bidder is authorized to make the commitments made in the Purchase Order.
  - c. Bidder warrants that it will arrange with the manufacturers for a direct or sublicense for any operating systems software, general utilities, or applications software included with the goods.

- d. Bidder warrants that any and all software required hereunder will perform in accordance with its license and any accompanying documentation.
- e. Bidder warrants that all deliverables (including software) furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software; and (ii) will not violate any U.S. intellectual property right.
- f. Service Warranties. In connection with installation and configuration of the Equipment, the bidder warrants and represents that it and any and all of its authorized agent(s) possess such expertise, experience and resources to perform the installation services in a diligent, timely and professional manner consistent with the highest standards of the industry. The bidder also warrants that installation and configuration of the Equipment by the bidder and any authorized agent(s) and any related components will not alter or damage the State Bar's existing computer network or systems.
- g. Indemnity. To the fullest extent permitted by law, the bidder of the goods agrees to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns harmless from and against any and all losses, claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the terms of the Purchase Order, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by the bidder or its authorized agent(s), including but not limited to it or their employees, subcontractors, agents, representatives or assigns (collectively, "Bidder's Agents") in the performance or non-performance of the professional services required to be performed by the installer under the Purchase Order; or (c) the State Bar's enforcement of its rights under this indemnity provision. The bidder agrees that its obligations under this indemnity will survive the expiration and termination of the terms of the Purchase Order.
- h. Inducement. The representations and warranties in the final Agreement are essential inducements on which the State Bar relies in awarding and performing under the final Agreement.
- i. Survival of Warranties. Vendor's representations and warranties under the final Agreement will survive the termination or expiration of the Agreement and will remain in full force and effect throughout the useful life of the deliverables.

3. Delivery and Insurance, and Title

- a. Delivery. The Equipment will be delivered to the State Bar's offices no later than the delivery date.
- b. Insurance. Bidder will assume full responsibility for insuring the Equipment in transit and dealing with transportation carriers to ensure delivery of shipments, to locate missing or late shipments, to resolve billing for transportation charges, and to submit and to resolve all insurance claims arising from damage to its shipments.

- c. Title. Bidder will furnish the State Bar a bill of sale and other documents requested by the State Bar to enable it to perfect unencumbered title to the Equipment.
4. Transportation Costs. All transportation charges on Equipment will be prepaid by the bidder and will be added as a separate charge on bidder's invoice to the State Bar to be paid by the State Bar, except:
  - a. Bidder will bear the cost of transportation of Equipment shipped for mechanical replacement purposes;
  - b. Bidder will bear the cost of transportation for equipment removed as a result of Equipment failure, whether for convenience or at the State Bar's demand; and
  - c. Bidder will bear the cost of transportation for equipment removed as a result of default by vendor of any of the terms and conditions of the Purchase Order.
5. In the event of any conflict or inconsistency with the above terms and the State Bar's General Terms and Conditions, the above terms shall control.
6. The above terms and the State Bar's General Terms and Conditions are not negotiable.
7. No oral understanding or agreement shall be binding on either party. No contract or agreement, express or implied, shall exist or be binding on the State Bar before the State Bar's execution of a Purchase Order authorizing purchase of the Equipment.

**D. Confidentiality and Publicity**

1. Confidentiality Obligations. "Confidential Information" means all information identified in written or oral format by the State Bar as confidential, a trade secret or proprietary information, including without limitation, membership or applicant records, data, non-public information pertaining to financial, personnel, or the activities, business or operations of the State Bar. Vendor will not disclose Confidential Information to any third party other than persons in the direct employ of Vendor or SubVendors who have a need to have access to and knowledge of the Confidential Information solely for the purpose of carrying out Vendor's duties under the final Agreement. Vendor must take appropriate measures by instruction and agreement prior to disclosure to such employees to assure against unauthorized use or disclosure. Confidential Information does not include information which: (a) Vendor can demonstrate was rightfully in possession of or known to Vendor without any obligation of confidentiality prior to receiving it from the State Bar; (b) is, or subsequently becomes, legally and publicly available without breach of the final Agreement; (c) is rightfully obtained by Vendor from a source other than the State Bar without any obligation of confidentiality; or (d) is disclosed by Vendor under a valid order created by a court or government agency, provided that Vendor provides prior written notice to the State Bar of such obligation and the opportunity to oppose such disclosure. Upon written demand of the State Bar, Vendor will cease using the Confidential Information and return the Confidential Information and all copies, notes or extracts thereof to the State Bar within ten (10) days of receipt of notice. The parties agree that this Section applies retroactively to all disclosures made by the State Bar prior to the execution of the final Agreement, and that the terms and conditions herein supersede any prior non-disclosure and confidentiality agreement previously entered into by the parties.

2. Injunctive Relief. Vendor hereby acknowledges and agrees that in the event of any breach of the final Agreement by Vendor, including, without limitation, the actual or threatened disclosure or unauthorized use of Confidential Information in violation of the final Agreement, the State Bar will suffer an irreparable injury, such that a remedy at law will not afford it adequate protection against, or appropriate compensation for, such injury. Accordingly, Vendor hereby agrees that the State Bar will be entitled, upon proper showing of probable risk of such injury, to seek specific performance of Vendor's obligations under the final Agreement and injunctive or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief will be in addition to and not in lieu of any appropriate relief in the way of monetary damages as may be granted by a court of competent jurisdiction.
3. No Publicity. Without the State Bar's prior written consent, Vendor may not issue any public announcements concerning the State Bar, including, without limitation, referencing the State Bar on Vendor's website or other publicity or promotional materials.

#### **E. Compliance with Laws**

Vendor must comply with all applicable laws, ordinances and regulations adopted or established by federal, state or local governmental bodies or agencies, including but not limited to the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and any applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.), Americans with Disabilities Act /ADA Amendments Act of 2008, and section 508 of the Rehabilitation Act. Vendor must include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the final Agreement.

#### **F. General Provisions**

1. Force Majeure. Neither party will be deemed in default of the final Agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (a) acts of God or public enemy, (b) acts of the government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) embargoes, (i) earthquakes, and (j) unusually severe weather.
2. Jurisdiction. The final Agreement is deemed to have been made and entered into by the parties at San Francisco, California and will be construed according to the laws of the State of California. Any litigation arising out of or in connection with the final Agreement will be filed in the appropriate court in San Francisco, California.
3. 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 the final 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 final Agreement.