

The State Bar of California

REQUEST FOR PROPOSAL



Revisions in red.

This document is a Request for Proposal (“RFP”) for Network Services.

The State Bar seeks a prime contractor with best-in-class capabilities and experience in managing network services. The Selected contractor will provide the resources and expertise necessary to deliver and integrate a broad scope of Network Services of the highest quality for mid-tier complex environments. The State Bar seeks to acquire the services of a single provider who will act as the prime contractor responsible for the delivery of high-quality Network Services to the State Bar for a period of 3 years, with an option to renew for an additional 1 year term.

To qualify for participation in this RFP, the potential bidder must attest that they currently provide network managed services from their Network Operations Center (“NOC”) for a minimum of five customer sites with network nodes consisting of at least 1,000 network attached devices (Exhibit A). In addition, bidders must first execute a Confidentiality and Nondisclosure Agreement (Exhibit B) which will entitle them to receive a copy of a background report. See Section III for details. This requirement must be satisfied by April 3, 2009. Once this requirement is met, bidders may continue to prepare and submit their proposal.

Please submit 5 copies of your proposal no later than 5 p.m. on **April 20, 2009** to:

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

Attn: Cathy Schoenfeld
Information Technology
415-538-2424
cathy.schoenfeld@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 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 has offices located in Los Angeles, Sacramento and San Francisco. More information about the State Bar can be found at http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102

II. STATEMENT OF WORK

A. Network Services Overview

Network Services include the assets and services associated with the electronic transport of data across the State Bar infrastructure, and/or external third parties. The point of demarcation for Network Services is the wall jack.

Network Services are comprised of the following components: Data Network; Remote Access; and Security (See Exhibit C: Network Diagram).

B. Network Services Requirements

1. Contractor shall monitor and manage current and future network to provide a reliable, scalable, responsive and secure data communications network with connectivity to all Locations
2. Contractor will provide technology assistance and support to the State Bar in planning and standard-setting activities
3. Contractor shall maintain a secure network and remote access to the State Bar users and authorized third parties
4. Contractor shall incorporate technology security improvements for business requirements without compromising the security, integrity, and performance of the State Bar enterprise and its information resources
5. Contractor shall perform centralized management of network assets
6. Contractor shall ensure all network attached assets are operating at optimal and maximum performance
7. Contractor shall continuously manage the network to meet the demands of the User and State Bar business requirements including recommending network bandwidth and technology upgrades as needed.

8. Contractor shall continuously investigate technology that improves the overall network efficiencies, lowers overall network costs and improves User network satisfaction
9. Collaborate with third party network carriers and vendors, to resolve incidents as needed
10. Produce and submit network architecture documentation for current and future environment
11. Produce and submit capacity and trending analysis for network infrastructure
12. Produce and submit impact analyses and associated plans
13. Provide maintenance and support for all Network Services, including the cable plant, network hardware and circuits
14. Perform proactive 24x7x365 network monitoring and maintenance functions for all framework components (e.g. video systems, and data network transport)
15. Provide centralized management of Network Services operations including Security
16. Provide as needed local (State Bar facilities) 24x7x365 engineering technical support
17. Implement and operate network management tools that automatically generate Service Desk trouble tickets in the event of network device failure
18. Measure and benchmark the State Bar's server-to-desktop network performance using network performance tools
19. Model and evaluate the effect that an introduction of a new application will have on the communications infrastructure and identify, quantify, and accommodate bandwidth requirements before production deployment of the application takes place
20. Support and manage network cable plant to approved standards
21. Provide updates to network Standards documentation as required
22. Backup network device configurations

C. Data Network Services Overview

The Data Network Services component applies to the physical network which encompasses the transmission (not processing) of information in various formats. Services provided within this component include, but are not limited to, network management, network capacity and performance monitoring, site to site connectivity, user to network connectivity, network engineering, and Internet access

D. Data Network Services Requirements

1. Contractor shall establish and maintain software currency on Data Network Services assets (Data Equipment)
2. Produce and submit recommendation for Data Network Services architecture
3. Produce and submit Data Network Services migration plan
4. Perform Produce and submit recommendations for Data Network Services capacity and performance policies and procedures
5. Produce and submit recommendations for Data Network Services migration to current technology
6. Produce and submit operational policies and procedures for monitoring and maintaining Data Network Services
7. Produce and submit network provisioning policies and procedures
8. Produce and submit network administration policies and procedures
9. Produce and submit documentation of Data Network Services asset configuration files and IP addressing schemas
10. Produce and submit to State Bar all design and engineering documentation to support Data Network Services
11. Design, test and implement approved Data Network Services architecture
12. Implement approved Data Network Services migration plan

13. Deploy, manage, communicate and report on activities related to Data Network Services refresh
14. Design and Implement Data Network Services capacity and performance policies and procedures
15. Design, test and implement Data Network Services migration to current technology
16. Implement operational policies and procedures for monitoring and maintaining Data Network Services
17. Design and implement network provisioning policies and procedures
18. Implement approved network administration policies and procedures
19. Configure Data Network assets prior to installation
20. Provide support, including Break-Fix, for all Data Network Services assets
21. Manage public carriers and other public carriers and other circuit providers to ensure delivery of WAN services
22. Monitor Data Network Services to established baseline and thresholds
23. Provide and support Data Network Services migration to new technology or architecture
24. Produce and submit Data Network Services utilization, capacity and performance reports monthly
25. Manage and support provisioning of new and upgraded Data Network Services assets
26. Provide support in accordance with approved network administration policies and procedures
27. Perform day-to-day network operations and administration activities
28. Maintain TCP/IP addressing schemes, router configurations, routing tables, VPN configurations, network addresses, MAC addresses, etc.
29. Manage LAN infrastructure, including wiring, patch panels, jack configuration and documentation

30. Implement measures for proactive monitoring and self-healing capabilities to limit network Break-Fix incidents
31. Identify network Problems and Resolve in accordance with Break-Fix and Problem management services, polices, procedures and agreed upon SLA's

E. Remote Access Services Overview

This section pertains to the Remote Access Services component within the Network Services. The Remote Access Services component applies to providing connection to internal State Bar networked assets from outside the State Bar network perimeters specifically for authorized Users. Services provided within this component include, but are not limited to, VPN, and Remote Access accounts.

F: Remote Access Services Requirements:

1. Maintain a safe and secure session that allows authorized external and State Bar Users access to designated State Bar network resources
2. Produce and submit recommendations for a consolidated Remote Access Services architecture
3. Produce and submit operational policies and procedures for Remote Access Services
4. Produce and submit plans for updates and patches to Remote Access assets
5. Design, test and implement approved Remote Access Services
6. Design and implement approved operational policies and procedures for Remote Access Services
7. Design, test and implement approved plans for updates and patches to Remote Access assets
8. Provide support, including break-fix, for all Remote Access Services assets
9. Maintain, support and report on Remote Access Services
10. Maintain and support State Bar locations requiring Remote Access Services

11. Maintain and support approved operational policies and procedures

F. Security Services Overview

The Security Services component of Network Services includes the hardware, software, and services provided to maintain network security, including:

1. Protection from unauthorized devices, software or users
2. Protection from unauthorized access to, or use of, the network and networked assets
3. Firewall services
4. Intrusion detection and reporting
5. Security monitoring
6. Security architecture services
7. Data protection
8. Prevention of malicious code entry into the network.
9. Provide protection from unauthorized use of, or access to, the State Bar's network and networked assets
10. Protect all data residing on the network from intrusion, destruction or compromise

G. Security Services Requirements:

1. Produce and submit recommendations for Security architecture
2. Produce and submit plans for monitoring and managing access to the State Bar Intranet
3. Produce and submit plans that provide security to physical and logical devices connected to the network
4. Produce and submit recommendations on firewall policies that comply with State Bar policy
5. Produce and submit recommendations for improved network security

6. Produce and submit recommendation of policies for security vulnerability & penetration testing
7. Produce and submit plans for Security Services asset updates or patches
8. Design, test and implement approved Security architecture
9. Design and implement monitoring and managing access plans as approved
10. Design, test and implement plans to secure network attached devices
11. Design, test and implement approved firewall policies
12. Design, test, implement and report Security Services assets refresh or upgrade
13. Design and implement approved recommendations for improving network security
14. Design and implement approved policies for security vulnerability & penetration testing
15. Design, test and implement updates or patches approved for Security Services assets
16. Provide support, including break-fix, for all Security Services assets
17. Provide 24x7x365 security monitoring services including a Security Operations Center (SOC)
18. Provide Services in conformance to firewall policies and requirements
19. Provide reporting on security testing results
20. Identify and remove from the network any malicious-code (malcode) infected System.
21. Identify and provide countermeasures for malicious code attacks (i.e., both prevention and remediation)
22. Block unauthorized party access and provide notification of unauthorized access attempts
23. Provide technical expertise for security audits

24. Collect all logs and review all Break-Fixes reported by all other security services
25. Maintain log files in accordance with State Bar policies and agreed upon SLA's
26. Provide security reporting
27. Provide fraud prevention, detection and reporting
28. Provide, control, monitor, and maintain security encryption interface at the data network level
29. Implement security violation notification.
30. Conduct security perimeter vulnerability assessments and annual penetration testing

III. GENERAL INFORMATION

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

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

Bidders who wish to submit a proposal in response to this RFP and who have certified that they currently provide network managed services from their NOC for a minimum of five customer sites with network nodes consisting of at least 1,000 network attached devices will be given access to a report containing a network assessment and gap analysis of the State Bar's network. This document is confidential and potential bidders must execute the Confidentiality and NonDisclosure Agreement attached to this RFP prior to receiving a copy of the report. All interested bidders must submit the Confidentiality and NonDisclosure Agreement by April 3, 2009. Copies of the report will be provided to bidders who execute the Confidentiality and NonDisclosure Agreement by April 7, 2009.

Bidders who comply with the requirements of this section and obtain a copy of the report may then continue with the process and submit a proposal.

A. Submission Requirements

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

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
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 a separate completed Vendor History Questionnaire electronically (See Exhibit D) to andrew.conover@calbar.ca.gov. The file is available on the State Bar's Business Opportunities page.
4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
7. A general description of the techniques, approaches and methods to be used in completing the project.
8. A description of the chronology for completing the work, including a time line and deadlines for each task.
9. A detailed cost proposal, including any travel costs and other expenses. 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.
10. 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.

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

B. Rejection of Proposals

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

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect 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.

C. Evaluation Process and Highest Score Bidder

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

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

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

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a

formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The State Bar reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable to the its interest 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, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (45%).
 - d. The financial viability of the bidder as evidenced by standard financial reports and the Vendor History Questionnaire (15%).
 - 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 (30%).
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.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about May 13, 2009 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by May 20, 2009. 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 Statement of Work and Contracting Requirements sections below.

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

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

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Andrew Conover, Finance Manager, at 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.

E. Errors in the RFP

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

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

F. Questions Regarding the RFP

Questions regarding the RFP may be addressed in writing to Cathy Schoenfeld at cathy.schoenfeld@calbar.ca.gov. All questions must be submitted no later than 10 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 10 days before the deadline for submitting proposals.

G. Addenda

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

H. Withdrawal and Resubmission/Modification of Proposals

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

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

I. Protest Procedure

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

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

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

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

Attention: Peggy Van Horn, Chief Financial Officer

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

J. News Releases

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

K. Disposition of Materials

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

action for damages incurred as a result of the release of any information contained in a proposal.

IV. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable.

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

A. Time of Essence

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

B. Warranties and Representations

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

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

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

Vendor represents and warrants that no claim, whether embodied in an action past or present, of infringement of any patent, copyright, trademark, or other intellectual property right has been made or is pending against Vendor or any entity from which

Vendor has obtained such rights relative to the proposal presented to the State Bar hereunder.

C. Equipment, Tools, Supplies

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

D. Acceptance Testing

To the extent that the Services include installation of hardware and/or software and associated configuration, Vendor will develop parameters for acceptance testing and the solution provided by Vendor will successfully pass the acceptance testing developed. Payment for these Services will be tied to successful completion of acceptance testing.

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

F. Insurance Obligations of Vendor

The Vendor will provide and keep in full force and effect during the term of this agreement, at the Vendor's own cost and expense, the following insurance policies for the joint benefit of the Vendor and the State Bar, with an insurer reasonably acceptable to the State Bar:

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million

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

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

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

G. Termination

1. **At Will.** The agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole

compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.

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

H. Confidentiality and Publicity

Vendor acknowledges and agrees that all information related to the Services provided under the Agreement, including but not limited to State Bar records, data, electronic information, files, and any other materials or information, maintained in the course or

performing Services or obtained either directly or indirectly from any source or through deduction, including any copies, notes or memoranda thereof created by Vendor are Confidential Information. All Confidential Information obtained or maintained by Vendor, and all rights, title and interest therein, in whatever form, in perpetuity, is and shall at all times, remain the sole and exclusive property of the State Bar.

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

The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

I. Ownership

All work product ("work product") and all rights thereto in the nature of copyright, trademark, patent and rights to ideas are hereby assigned to the State Bar, and are the property of the State Bar whether or not the work is completed. In the event of termination of this agreement, or abandonment or suspension of work performed hereunder, all work product and all such rights thereto existing as of the date of such termination, suspension or abandonment will be assigned to, and will become the property of the State Bar as of such date. The term "work product" shall include, without limitation, any and all versions, whether in print or electronic format, of any and all drawings, plans, graphs, photographs, slides, studies, schedules, budgets, estimates, layouts, custom software, and any other products or services that have been or will be prepared or rendered by Vendor, or under Vendor's direction, pursuant to this agreement. Vendor covenants, warrants and represents to the State Bar that Vendor has the right to assign the copyright and the work product. Vendor will refrain from disclosing any and all versions of plans to any third party without first obtaining the written consent of the State Bar. Vendor will not use or permit a third party to use any of the work product in connection with this project or any other project without the written consent of the State Bar. Vendor will agree to deliver to the State Bar within five (5) days of a written request, all or any portion of the work product set forth in the State Bar's request. Vendor will be permitted to retain copies for information and reference. Vendor will provide the State Bar with updated copies of all work product on a monthly basis either on a computer disk or other reproducible format as requested by the State Bar.

J. Compliance with Laws

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

K. 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.

L. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the

unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.

4. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.