

INVITATION FOR BIDS



THE STATE BAR OF CALIFORNIA

This document is an Invitation for Bids (“IFB”) for an EMC Storage Area Network (SAN) hardware and software to permit the State Bar of California to increase its computer storage capacity to accommodate existing and upcoming IT projects, including but not limited to its Enterprise Resource Planning System.

Please submit your bid in a sealed envelope no later than 5 p.m. on May 20, 2004 to:

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

Attn: Resty Buenavidez
Director of Technology Systems
E-mail: resty.buenavidez@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, is a public corporation within the judicial branch of state government. In accordance with statute and the State Bar's procurement policies, contracts of \$50,000 or more are ordinarily subject to formal competitive bidding. As a governmental agency, the State Bar regularly receives favorable governmental pricing and contract terms.

The State Bar is seeking bids for servers and related components to increase its computer storage capacity to support existing as well as upcoming IT projects, including the implementation of its Enterprise Resource Planning system. A specific description of the SAN and required service and components appear as Attachment A to this IFB. The SAN equipment and components must be delivered to the State Bar’s San Francisco offices no later than June 25, 2004.

A proposal shall constitute an irrevocable offer for 30 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 contact of any State Bar personnel may be cause for rejection of a bid.

II. GENERAL INFORMATION

A. Submission Requirements

All proposals submitted in response to this IFB must comply with the following submission requirements and include all listed information:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor, including a description of why the firm is qualified to supply the SAN and related service and components described on Attachment A.
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. References with contact information from organizations that have purchased similar equipment from bidder within the last 18 months.
4. A firm total bid price, contained in a sealed envelope that is separate from the remaining portion of the bidder's response, which breaks out the costs for each of the following:
 - Each server and components as described in Attachment A;
 - Delivery charges for delivery to the State Bar's San Francisco headquarters at 180 Howard Street, San Francisco, CA 94105 no later than June 25, 2004; and
 - Service, comprised of installation, set-up, configuration and coordination with existing State Bar systems, as well as applicable warranties and maintenance.

Any bid failing to break out the costs in accordance with the above is subject to rejection as not responsive.

B. Rejection of Bids

The State Bar reserves the right in its sole discretion to reject any or all bids in whole or in part, without incurring any cost or liability whatsoever. All bids will be reviewed for completeness of the submission requirements. If a bid fails to meet a material requirement of the IFB, or if it is incomplete or contains irregularities, the bid may be rejected. A deviation is material to the extent that a bid 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 bid. The State Bar's waiver of an immaterial deviation or defect shall in no way modify the IFB or excuse a bidder from full compliance with the IFB requirements.

Any bid may be rejected where it is determined to be not really competitive, or where the cost is not reasonable.

Bids that contain false or misleading statements may be rejected if in the State Bar's judgment the information was intended to mislead the State Bar regarding a requirement of the IFB.

C. Award and Execution of Contract

Prior to the time of opening each bidder's sealed firm total bid price, each bidder's overall response will be reviewed for compliance with the submission requirements of this IFB. The sealed bid envelopes containing the bid price for all bidders whose overall bids are responsive to the submission requirements will be publicly opened at 12:00PM on May 25, 2004 at 180 Howard Street, San Francisco, CA.

Subject to the State Bar's right to reject any or all bids, the contract will ordinarily be awarded to the most responsive bidder with the lowest cost ("Lowest Cost Responsive Bidder" or "LCRB"). If the State Bar receives a written request for a public posting from any bidder prior to the deadline for submission of bids, the State Bar shall post a public notice of intent to award the contract at least five days before making the award. Any such notice shall be posted in the lobby of the State Bar offices at 180 Howard Street, San Francisco CA. If the State Bar is awarding the contract to the LCRB, and no request has been made to publicly post a letter of intent, the contract may be awarded without delay.

If the contract is not awarded to the LCRB, the LCRB must be notified of that fact at least five days before the State Bar makes the award. This notification must be by fax, overnight courier, or personal delivery. 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 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 a timely, responsive and responsible bid.

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Upon award of the contract, 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.

Questions regarding the State Bar's award of any business on the basis of bids submitted in response to the IFB, or on any other matter in connection with the selection process, should be addressed in writing to: Resty Buenavidez, The State Bar of California, 180 Howard Street, San Francisco, CA 94105-1639, e-mail: resty.buenavidez@calbar.ca.gov.

E. 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 bids 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.

F. Questions Regarding the IFB

The State Bar believes that this IFB is complete and does not need explanation. Any technical questions, however, regarding the IFB may be addressed in writing to: Resty Buenavidez, The State Bar of California, 180 Howard Street, San Francisco, CA 94105, e-mail: resty.buenavidez@calbar.ca.gov .

Questions and answers regarding the IFB may be shared with all bidders.

If a question relates to a proprietary aspect of its bid 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 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. Any such request must be received by the State Bar within 3 days of the bidder's receipt of the IFB, but in no event later than 5 days before the deadline for submitting bids.

G. Addenda

The State Bar may modify the IFB prior to the date fixed for submission by mailing, e-mailing or faxing an addendum to the bidders to whom the IFB was sent. If any bidder determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than three (3) days following the receipt of the addendum.

H. Withdrawal and Resubmission/Modification of Bids

A bid may be withdrawn at any time prior to the deadline for submitting bids 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 bid, provided that it is received at the State Bar no later than the deadline date for all bids.

Modification offered in any other manner, oral or written, will not be considered. Bids 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 bid that it believes to be the lowest cost responsible bid, under the criteria set forth above;
2. The bidder believes that its bid meets the State Bar's administrative and technical requirements, proposes goods and 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 vendor submitting a bid who is qualified to protest should contact Bill Brauer, Procurement Officer, the State Bar of California, 415-538-2543, to attempt an informal resolution. If he 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 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: Robert Hawley, Deputy Executive Director

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 IFB will become the property of the State Bar and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each bid will be retained for official files and become a public record. Specific limited pages of a bid, not including proposed cost and compensation, may be marked as proprietary and confidential. The bidder's consent will be requested before release of such pages to anyone other than State Bar personnel. By submitting a bid, 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 bid.

III. GOODS FOR PURCHASE

A. Description

The goods for purchase are described on Attachment A to this IFB, incorporated herein by this reference. The bidder must provide all goods and services, and precisely those goods and services, described on Attachment A.

B. Delivery

The SAN hardware, software and components must be delivered to the State Bar's San Francisco offices at 180 Howard Street, San Francisco, CA 94105-1639 no later than June 25, 2004.

IV. CONTRACTING REQUIREMENTS

- A. 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 B.
- B. A bidder's agreement to the Purchase Order terms will be presumed. Any bid proposing alternate language will be considered a counter proposal and subject to rejection as non-responsive.
- C. 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 Vendor any warranties or made other commitments regarding equipment, products or goods that the Vendor has included in its bid to the State Bar of California, Vendor 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 Vendor 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. Vendor will warrant 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. Vendor will represent and warrant 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 Vendor is authorized to make the commitments made in the Purchase Order.
 - c. Vendor will warrant 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. Vendor will warrant that any and all software required hereunder will perform in accordance with its license and any accompanying documentation.

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- e. Vendor will warrant 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 SAN and related components, the Vendor will warrant and represent 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 Vendor will also warrant that installation and configuration of the SAN by the Vendor 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 Vendor of the goods will agree 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 Vendor or its authorized agent(s), including but not limited to it or their employees, subcontractors, agents, representatives or assigns (collectively, "Vendor'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 Vendor will agree that its obligations under this indemnity will survive the expiration and termination of the terms of the Purchase Order.
3. Delivery and Insurance, and Title
- a. Delivery. The equipment will be delivered to the State Bar's San Francisco Office no later than June 25, 2004.
 - b. Insurance. Vendor 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.

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- c. Title. Vendor 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 Vendor and will be added as a separate charge on Vendor's invoice to the State Bar to be paid by the State Bar, except:
- a. Vendor will bear the cost of transportation of equipment shipped for mechanical replacement purposes;
 - b. Vendor 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. Vendor 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.
- D.** 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.
- E.** The above terms and the State Bar's General Terms and Conditions are not negotiable.
- F.** No oral understanding or agreement shall be binding on either party.

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The State Bar of California
 180 Howard Street
 San Francisco, CA 94105
 415-538-2000

ATTACHMENT A: INVITATION FOR BID FOR COMPUTER STORAGE EQUIPMENT TO SUPPORT THE STATE BAR'S COMPUTER STORAGE REQUIREMENTS. THE FOLLOWING-DESCRIBED EQUIPMENT, SOFTWARE, AND SERVICES SHALL BE PROVIDED.

Product Number	Detailed Hardware List and Description	Qty.
EMC²	CLARiiON CX500	
CX500-FD	2GB DPE Field Install	1
CX-2B10-73	CHV 73GB 10K 520BPS 12V 2GB (RAID-5 (8+1))	9
CX-2G10-73	CHV 73GB 10K 520BPS 12V 2GB (RAID-5 Hot Spare)	1
FM-LL10MD	FM-LL10MD (10m Optical Cable) (LC-LC)	10
C-MODEM-US	External modem, cable, Powertools	1
CX-Frame-ADJ	Clariion Rail Kit	1
SAN Software	EMC Server Based Software	
NAV500-EN	Navisphere CX500-Enterprise Edition	1
UTIL-WIN	Windows Software Utilities	4
SV500-KIT	CX500 SnapView Media	1
SV500	CX500 SnapView	1
VSRM-CAP-1TBU	VSRM 1-TB Capacity Upgrade	5
VSRM-DSE-PKG	VSRM DB Server ED Pkg	1
VSRM-KIT	VSRM Components Kit	1
PS-BAS-VSRM	Visual SRM STORRESRCMGT QS	1
McData	SAN Switch	
DS-24M2-08	FLEXPOR Switch – 8 Port Base	2
DS16M2RK40	Switch Rail Kit	2
Emulex HBA	SAN Host Bust Adpaters	
LP1050-E	Emulex 64-bit 133MHz PCI-X 2Gb Fibre Channel Adapter with multi-mode optic LC connector with EMC Firmware	8

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Product Number	Detailed Hardware List and Description	Qty.
EMC²	Professional Services and Maintenance/Installation, Configuration, and Training	
PS-BAS-8HSME	8 – Host Implementation	1
PS-BAS-4HRPM	Commercial PMGMT 4HRS QS	1
CEPASPR03	PS CustED Passport 3-Day	1