



THE STATE BAR OF CALIFORNIA

REQUEST FOR PROPOSAL

FOR

MULTI-FUNCTION DIGITAL PRINTERS/COPIERS

I. OVERVIEW

This document is a Request for Proposal ("RFP") for the fulfillment of approximately thirty-eight (38) multi-function digital printers/copiers and related maintenance and support services for the Los Angeles, San Francisco and Sacramento offices of the State Bar of California.

Please submit an original and seven copies of your Proposal in a sealed envelope to the Contact person shown below no later than 5:00 p.m. on **November 4, 2005**. (Please note that a Microsoft Word version of the RFP, including its Exhibits, is available on the State Bar's website.) All responses to the Request for Proposal shall be submitted to:

The State Bar of California
1149 South Hill Street
Los Angeles, CA 90015
Attention: Luanne T. Kamiya
Director, Administrative Services

Questions regarding the RFP may be directed in writing to:

Luanne T. Kamiya
Director, Administrative Services
The State Bar of California
1149 South Hill Street
Los Angeles, CA 90015

II. INTRODUCTION

The State Bar of California ("State Bar"), created in 1927 by the Legislature and written into the constitution as a judicial branch agency in 1960, is a public corporation within the judicial branch of state government. By law, all attorneys in California must be members of the State Bar of California. In accordance with the State Bar's procurement policies, all contracts, in excess of \$50,000 are subject to formal competitive bidding. As a governmental agency, the State Bar typically expects governmental pricing and contract terms and conditions.

The State Bar is seeking Proposals from established Original Equipment Manufacturers (OEM) who have been in the business of manufacturing multi-function digital printers/copiers for a minimum of five years, and who sell, lease, maintain and support the specified copiers in each location. As specified in Exhibit B attached, copiers will either be leased with an option to purchase or purchased outright. Depending on the responses received in response to this RFP, the State Bar may select one vendor to

provide equipment and service for all locations, or a separate vendor for each location. Ideally, one OEM will be able to effectively serve all three locations.

III. SUBMISSION REQUIREMENTS

The State Bar is seeking Proposals for approximately thirty-seven (37) black and white and one (1) color multi-function digital printers/copiers. Approximately seventeen (17) copiers will be located in the Bar's San Francisco office, twenty (20) copiers will be located in the Bar's Los Angeles office and one (1) in the Bar's Sacramento office.

The submission requirements for the RFP are detailed below. Please submit an original and seven copies of your response. Any submission shall constitute an irrevocable offer for one hundred twenty (120) calendar days following the deadline of its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Responses to the RFP must contain the following information, with Exhibits A, B, and C also completed by the vendor:

A. OEM Qualifications/Costs

The OEM may be the direct servicing entity for all locations or designate its authorized dealer(s) to provide services in one or more locations. The OEM must name the direct servicing entity (OEM or authorized dealer) for each location. If the OEM will not be the direct servicing entity, the OEM must provide a statement of support to commit all necessary products, services and resources to the designated authorized dealer(s) in order to fulfill the terms and conditions of the contract. The following must be included for the OEM and any authorized dealer(s) designated as a direct servicing entity:

1. A manufacturer's company profile.
2. A qualifications statement describing projects and installations of similar scope and size.
3. The OEM's ability to supply, maintain, service and support equipment in the Los Angeles, San Francisco and Sacramento offices.
4. The problem resolution process for service/equipment and technical/connectivity problems.
5. Organizational charts for administrative, billing and service units.

6. Identification of project manager and other primary staff proposed to work on this project, including name, title and contact information.
7. References (at least three each for the Los Angeles, San Francisco and Sacramento areas, including contact names and phone numbers) from companies/organizations who have been customers for a minimum of 18 months and have used the OEM's services with comparable equipment in similar projects/installations.
8. Evidence that OEM, is in good standing and qualified to conduct business in California; copies of business licenses, professional certifications or other credentials.
9. A statement of willingness to enter into a contract with the Bar under the contract terms contained in this RFP.
10. An overall description of the chronology of the installation of equipment, outlining the plans for accomplishing the required work, including a timeline with deadlines for all tasks from delivery and installation through the training of end users.
11. A Proposal covering all costs and compensation based upon (1) a 36-month lease term for those digital copiers/printers identified for lease and (2) an outright purchase for those digital copiers/printers identified as such. The Proposal should also provide a breakdown of costs for professional services, maintenance, supplies not covered by the maintenance agreement, any ancillary equipment, delivery, programming, assistance with network configuration, hard wire installation, end-user training, follow-up support with State Bar IT staff, and any other related costs. Pedestals or stands are to be included in the monthly base lease cost.

B. General and Technical Requirements for Digital Copiers/Printers

All digital copiers/printers shall be newly manufactured with no used or refurbished parts and include the capability for scanning, faxing and bate-stamping and saddle stitching. Vendors are to complete Exhibit A attached for Sections III.B. through III.G. Additional requirements/preferences will be noted for individual digital copiers/printers in Sections III.H. through III.J. and Exhibits B and C. Each unit's business needs will determine the final equipment configuration of each copier/printer. The OEM shall provide specification sheets listing all accessories, features, functions and technical requirements of each model copier/printer. Unless otherwise specified in Sections III.H. through III.J.

and Exhibits B and C, all digital copiers/printers shall meet the following requirements:

1. All digital printers/copiers shall be capable of producing double-sided prints/copies.
2. All printers/copiers rated at a speed of 50 prints per minute (ppm) and faster are required to have the capability of printing on stock ranging from 20 lb. Bond to 110 lb. index, on sizes letter (8 ½ x 11), legal (8 ½ x 14) and ledger (11 x 17).
3. All digital printers/copiers shall have an automated stapling system, capable of stapling a minimum of 20 sheets of 20 lb. paper.
4. All digital printers/copiers shall have full offset stacking and finishing (stapling only) capabilities.
5. All digital printers/copiers shall possess an automated document feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper.
6. All digital printers/copiers shall have a bypass tray for the purpose of printing on specialized stock.
7. All digital printers/copiers shall be capable of enlarging documents in preset increments to a minimum of 200%.
8. All digital printers/copiers shall be capable of reducing documents in preset increments to a minimum of 64%.
9. All digital printers/copiers shall have zoom capabilities from 64% to 200%.
10. All digital printers/copiers shall have the following paper capacity, using standard 20 lb. copy paper:
 - 8 ½ x 11 paper supply - minimum of 1,000 sheets.
 - 8 ½ x 14 paper supply - minimum of 500 sheets.
 - 11 x 17 paper supply - minimum of 250 sheets (may be an adjustable tray).
11. One of the three paper trays may be adjustable. Vendors may include auxiliary paper trays in order to meet this requirement.
12. All digital printers/copiers shall have image shift capabilities.
13. All digital printers/copiers rated at a speed equal to or greater than 50 ppm shall be capable of inserting tabs/or slips sheets.

14. All digital printers/copiers shall be operational as a “walk-up” digital copier, whether on the State Bar network or not.
15. All digital printers/copiers shall have PIN code and/or mailbox secured access for users.
16. All digital printers/copiers shall have programmable cost center/accounting meters, with a minimum of 50 separate cost centers/meters; vendor to specify the number of digits accommodated per accounting code.
17. All digital copiers/printers shall have the capability for bate-stamping. Bate-stamping may be added to specific copiers/printers identified in Sections III.H. through III.J. and Exhibits B and C. Identify whether or not bate-stamping is optional and delineate all functions of this feature. If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.
18. All digital copiers/printers shall be capable of scanning. Identify whether or not scanning is an optional feature and delineate all functions of this feature. If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.
19. All digital copiers/printers shall be capable of faxing. Identify whether or not faxing is an optional feature and delineate all functions of this feature, including a description of its operation (i.e. fax board, fax driver, etc.). If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.
20. All digital copiers/printers shall be capable of saddle stitching. Identify whether or not saddle stitching is an optional feature and delineate all functions of this feature. If optional, identify all costs (i.e. equipment, software, installation, etc.) and technical requirements necessary to the operation of this feature.

C. Requirements for Maintenance Support

1. Vendor shall provide a parts and labor warranty for a minimum of 90 days. Vendor shall identify their warranty period.

2. The vendor shall bear all material and labor costs for repair of equipment and defects and failure accruing within the warranty period.
3. Service and maintenance during the warranty period shall be no less than the service requirements under the maintenance agreement.
4. The warranty period commences from the date of installation and completion of acceptance by the State Bar.
5. If a copier/printer does not perform to manufacturer's specifications during the warranty period, the OEM shall replace the unit(s) with a new copier/printer of the same model.
6. The maintenance/service agreement shall commence upon expiration of the warranty period.
7. Vendor shall provide telephone support and a toll-free phone number for placing service calls, which will be available Monday through Friday, 8:45 a.m. to 5:00 p.m. Within two (2) hours of receiving the initial service call, the vendor is required to call the State Bar of California to establish an estimated time of arrival (ETA). A technician shall arrive at the State Bar of California's office within four (4) business hours of the initial service call. Business hours are between 8:45 a.m. and 5:00 p.m., Monday through Friday, excluding State Bar recognized holidays.
8. Vendor will remedy any defect in software or equipment within forty-eight (48) hours, excluding State Bar recognized holidays, of the initial service request by the State Bar.
9. If the reported defect(s) remain unresolved for a period of forty-eight (48) hours or more, the vendor will provide the State bar with a comparable loaner copier at no charge.
10. The vendor shall maintain a minimum average rate of 95% uptime per copier/printer per calendar quarter. The average uptime rate is based upon the number of business days per calendar quarter, excluding State Bar recognized holidays. All service calls except those designated as (a) preventative maintenance; (b) operational software or equipment upgrades; or (c) State Bar operator's negligence or abuse will be included in the uptime analysis.
11. Monthly, the vendor shall submit to the State Bar designated representative, a Service Summary Report per location, listing (a)

beginning dates/times of all service calls; (b) description of problem per service call; (c) completion dates of all service calls; (d) number of hours or days downtime per copier/printer.

12. Quarterly, the State Bar's representative and the vendor's representative(s) will meet to review the monthly Service Summary Reports. Consistently poor performing and/or problematic copier/printer units will be replaced with new similar equipment repaired to manufacturer's specifications and/or repaired to the State Bar of California's satisfaction.
13. Failure to maintain a minimum average rate of 95% uptime per copier/printer during a calendar quarter will result in a \$25 credit per copier/printer to the maintenance invoice for the month following the quarterly review.
14. Initial training of State Bar personnel shall be conducted upon equipment installation and at no cost to the State Bar, with the number of sessions, schedules, participants and number of participants per session identified by the State Bar. Network connectivity, print driver installation and other technical support training, also at no cost to the State Bar, may be scheduled at another time. Subsequent training at no cost to the State Bar shall be available on an ongoing basis during the contract term for the purposes of training new personnel, providing refresher sessions, increasing user productivity through effective use of networked features, providing assistance with new procedures or equipment, etc.
15. The vendor will guarantee the availability of replacement parts, applicable accessories and equipment for the duration of the contract term.

D. Network Technical Requirements

1. The networked digital printers/copiers will be connected to the State Bar of California's Windows and AS/400 environment. The vendor shall be responsible for providing technical support during the network connection phase.
2. Each networked digital printers/copiers shall allow printing from any desktop PC within the State Bar of California statewide network.
3. For networked digital printers/copiers with 60 ppm and above capabilities, queue management software with bi-directional

software is required. Please document additional cost, if any, associated with this software.

4. The vendor's product and network connection shall provide bi-directional parallel port to 10/100 Mbps Ethernet. Protocols support: TCP/IP.
5. All networked digital printers/copiers may have either an internal or external CPU. Vendor will secure external CPU's in a safe and aesthetically appropriate space adjacent to the digital printer/copier. Vendor shall provide footprint size of entire unit as well as clearance accommodations.
6. All networked digital printers/copiers, printing at a speed equal to or greater than 50 ppm shall have minimum server storage of 4.0 gigabytes. Those networked digital printers/copiers printing at less than 50 ppm shall have minimum server storage of 2.5 gigabytes.
7. Vendor will provide technical training, at no charge, for five (5) State Bar of California Information Technology (IT) employees in each office in Los Angeles and San Francisco, relative to the connection of end-users for networked printers/copiers.
8. Vendor will provide migration and transition support services to State Bar of California IT staff and the general user population at no charge.
9. Any software operating upgrades issued during the term of the lease will be installed and provided to the State Bar of California at no charge.
10. The vendor shall specify all electrical requirements, including the necessity for special electrical receptacles, dedicated lines, etc. The vendor will provide an adequate surge protection device, at no cost to the State Bar, for each digital copier/printer installed. Each device shall meet the OEM's recommendations for electrical surge protection.
11. The State Bar of California IT Department reserves the right to test vendors' equipment online for a period to be determined to ensure compatibility with the State Bar of California's network. User testing may also be conducted during this period. The vendor is responsible for installing trial equipment in the offices of the State Bar of California to support this testing process. Installation of trial equipment shall be at no cost to the State Bar. The vendor's

equipment and technology must meet the approval of the State Bar of California's IT Department prior to the award of the contract.

E. Pricing Requirements

1. Vendors shall provide the purchase price on which the equipment lease is based. The equipment lease pricing shall be based on a 36-month term, with the asset given a fair market value at the end of the lease. The State Bar shall retain the option to purchase the equipment at the fair market value at the end of the 36-month term. The monthly equipment lease payment shall be structured as a base equipment lease payment per digital printer/copier with a separate annual maintenance agreement based on a specified minimum number of prints for each digital printer/copier, including a reduced per print charge for overages per digital printer/copier. A master equipment lease and a master maintenance agreement may be developed at contract execution.
2. The State Bar of California will provide monthly copy volume estimates per digital printer/copier. Estimates based on current use appear in Sections H, I and J, below, and in Exhibits B and C, attached. These volumes are only estimates, and the State Bar of California does not guarantee any specific monthly print volumes/copies for the length of the lease. The State Bar of California and the vendor will review digital printers/copiers' print volumes within 90 days of the date of installation of each digital printer/copier. Adjustments may be made to reflect the average volume for the first 90 days of operation per digital printer/copier. If necessary, maintenance agreement pricing, copy allowance and/or overage limits may be amended accordingly.
3. Maintenance agreement pricing shall include all maintenance, repairs, parts and consumable supplies (except paper and staples). Vendor shall specify what supplies are excluded from the maintenance agreement and note the monthly cost associated with said supplies (based on estimated monthly volumes), per digital printer/copier. Increases in maintenance agreement pricing, if any, may not exceed 2% annually.
4. Vendor shall itemize additional costs, if any, associated with equipment, software and/or installation related to the operation of bate-stamping, scanning, faxing functions and saddle stitching; as well as the installation and set-up of end-users on networked digital printers/copiers.

5. Delivery and installation charges shall not exceed two hundred twenty-five dollars (\$225.00) per unit. Charges shall include any hardwiring of units. The State Bar will contract with a separate entity to install the hardwiring for both electrical and data. It is the responsibility of the vendor to provide all specifications for the hard wire.
6. The vendor will accept as trade-ins the current inventory of photocopiers owned outright by the State Bar of California. The vendor will document the fair market value of each unit or total lot by securing a minimum of three estimates. Using the highest estimate, the State Bar of California will be credited or reimbursed the fair market value of each unit or total lot. A list of all copiers submitted for trade-in is detailed in Exhibit D.
7. Each vendor shall outline a method to examine volumes for each printer/copier to verify the proper equipment is in place and is properly utilized. Vendors must outline a method to replace under or over-utilized equipment with a digital printer/copier of lesser/greater speed and/or capacity. This must be accomplished without extending the equipment lease and/or maintenance agreement beyond the original term. This clause will apply to 15% of the combined total of digital printers/copiers placed in the Los Angeles, San Francisco and Sacramento offices.
8. The OEM may offer to upgrade any or all existing leased or purchased printers/copiers awarded during the contract term. At minimum, the upgrade must be the next model release or a higher model and offer improvements such as additional features, higher volume capacity, improved functions, technological advancements, etc.

The OEM may offer to offer to buy-out the remaining lease term of existing equipment. The buy-out amount will be applied to effectuate a reduction in the total lease commitment of the upgraded new printer(s)/copier(s). In no case shall the monthly lease amount for the upgraded equipment be more than the monthly lease amount of the existing equipment. The lease term of the upgraded new equipment may not exceed 36 months. Maintenance agreement pricing for the upgraded new printer(s)/copier(s) shall be the monthly rate existing at the time of the upgrade for existing comparable copiers.

The OEM may offer a trade-in credit for existing purchased equipment to be applied to the purchase price of the upgraded new equipment.

The State Bar of California shall retain the right to accept said offer, but shall be under no obligation to do so. The acceptance of the said offer is at the sole option and discretion of the State Bar. All requirements and obligations outlined in this RFP shall apply to the upgraded new equipment.

The State Bar evaluates its business objectives on an ongoing basis. In supporting changes to the business environment, equipment and feature upgrades may be reviewed. Possible purchase and/or lease of additional features, upgrades to black & white/color units, recommendations for increased network productivity, etc. will be evaluated and discussed with the vendor on a case-by-case basis, as needs arise.

F. Term

The initial contract award will be 36-months and may include two (2) one-year renewal options. To facilitate end-of-term fair market value (FMV) pricing, coordinate delivery and installation of new equipment and/or complete other related end-of-term business, the contract may be extended on a month-to-month basis until all arrangements are finalized in writing and/or replacement equipment is delivered. The equipment lease and maintenance pricing of the original agreement will remain in effect during the month-to-month extension period.

G. Additional Leases/Purchases

During the term of the lease agreement, the State Bar of California requires the vendor to provide additional leased or purchased equipment and accessories at a cost comparable to the equipment leases and purchases and maintenance plans in the original agreement and consistent with all other requirements listed in this RFP. The State Bar of California shall retain the right to exercise said option, but shall be UNDER NO OBLIGATION to do so. The digital copier/printer general and technical requirements, as well as pricing structure shall adhere to all requirements outlined in this RFP.

Digital copier/printers acquired through the exercise of this lease option shall be on a new 36-month lease term and not be co-terminus with the original lease. Exercise of this option does not extend the term of the original lease or its renewal periods. The lease term (s) entered into under this option applies to only the individually executed transactions. All other terms and conditions of the original agreement shall remain in effect.

H. Unit Specifications, Los Angeles

Vendors may propose a digital printer/copier that is faster, with no cap on the increase in speed. Bidders are to complete Exhibit B and C attached.

Department Name	Estimated Monthly Volume	Copy Speed	Requirements
Administrative Services 4 th Floor	4,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Admissions-Executive 4 th Floor	6,500 B & W 2,500 Color	45 ppm 20 – 25 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ Black and White / Color
Admissions-Moral Character 4 th Floor	6,500	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Admissions-Production 4 th Floor	30,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ Saddle stitching (specify interior stapling placement, fold and paper sizes)
CSF/Probation 6 th Floor	15,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Enforcement 8 th Floor	20,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ On-line document numbering, bate and/or date stamping
Enforcement 8 th Floor	15,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Enforcement 9 th Floor	10,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Enforcement 9 th Floor	10,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Enforcement 10 th Floor	40,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ On-line document numbering, bate and/or date stamping
Enforcement 10 th Floor	30,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Enforcement 10 th Floor	13,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Human Resources 4 th Floor	4,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Intake 9 th Floor	20,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
IT 4 th Floor	2,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
LAP 7 th Floor	6,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Library 9 th Floor	7,500	45 ppm	<ul style="list-style-type: none"> ▪ Non-Networked Unit ▪ Book-copying capabilities
Office Services/Print Shop 7 th Floor	30,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Print Center 7 th Floor	38,000	80 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ Minimum 3,000, 8 1/2 x 11 20 lb. bond paper ▪ Stapling capacity of 60 sheets of 20 lb. bond, with on-line finisher ▪ Finisher shall have a minimum capacity of 3,000 sheets of 20 lb. bond paper ▪ Automated document feeder with a capacity of 100 sheets of 20 lb. bond paper ▪ On-line document numbering, bate and/or date stamping ▪ Saddle stitching

Department Name	Estimated Monthly Volume	Copy Speed	Requirements
State Bar Court 5 th Floor	20,000	65 ppm	▪ Networked Unit

I. Unit Specifications, San Francisco

Vendors may propose a digital printer/copier that is faster, with no cap on the increase in speed. Bidders are to complete Exhibit B and C attached.

Department Name	Estimated Volume	Copy Speed	Requirements
Admissions General 9 th Floor	29,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Admissions Measurement 9 th Floor	21,000	85 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ Large capacity paper tray (3,000 sheets of 8 1/2 x 11 20 lb. bond) ▪ Prefer 90-95 ppm
Certification 10 th Floor	25,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Enforcement 7 th Floor	23,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ On-line document numbering, bate and/or date stamping
Enforcement 7 th Floor	30,000	65 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Finance 5 th Floor	10,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Human Resources 7 th Floor	4,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
IT 5 th Floor	2,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
JNE/Executive Director 10 th Floor	7,500	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
LAP 3 rd Floor	2,000	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Library/Pro. Competence 8 th Floor	11,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Membership Services 5 th Floor	8,500	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ Book-copying capabilities
Office of General Counsel 8 th Floor	18,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit ▪ Book-copying capabilities ▪ On-line document numbering, bate and/or date stamping
Real Property 7 th Floor	5,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Research 9 th Floor	7,500	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
State Bar Court 6 th Floor	18,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit
Sections 4 th Floor	20,000	55 ppm	<ul style="list-style-type: none"> ▪ Networked Unit

J. Unit Specifications, Sacramento

Vendors may propose a digital printer/copier that is faster, with no cap on the increase in speed. Bidders are to complete Exhibit B and C attached.

Department Name	Estimated Volume	Copy Speed	Requirements
Legislative Affairs	3,500	45 ppm	<ul style="list-style-type: none"> ▪ Networked Unit

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. If available, the State Bar’s first choice is to incorporate the master purchasing terms and conditions applicable to the State of California to the Bar’s agreement with the chosen vendor.

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

A. Time of Essence

Time is of the essence with respect to Vendor's performance of the services and equipment.

B. Warranties and Representations

Vendor warrants and represents that Vendor and Vendor's personnel possess such expertise, experience and resources to provide the equipment and services required under the Agreement in a diligent, timely and professional manner consistent with the highest standards of the industry. Vendor further warrants that all equipment and services provided will be in conformance with the specifications provided by the State Bar and according to the following standards: new units, properly wrapped and packaged. Vendor further warrants that Vendor will assign the manufacturer’s warranties for equipment, hardware and software to the State Bar or provide comparable warranties.

Vendor warrants and represents to the State Bar that software systems developed, distributed, installed or programmed by Vendor pursuant to this Agreement (a) will operate consistently, predictably and accurately, without interruption or manual intervention, and in accordance with all requirements of the Agreement, including without limitation all

specifications and/or functionality and performance requirements; (b) that all date recognition and processing by the software system will include the four-digit format and will correctly recognize and process the date of February 29, and any related data, during Leap Years; and (c) that all date sorting by the software system that includes a "year category" will be done based on the four-digit-year format. Upon being notified in writing by the State Bar of the failure of any software systems to comply with the Agreement, Vendor will, within sixty (60) days and at no cost to the State Bar, replace or correct the software system(s) that does not comply with the Agreement.

The warranties set forth above will not be subject to any disclaimer or exclusion of warranties or to any limitation of Vendor's liability under the Agreement. Vendor will provide a contact person available and authorized to remedy any non-conformity with these warranties.

C. Equipment, Tools, Supplies

Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required to deliver and install digital copiers/printers under the Agreement. 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 the Agreement.

D. Indemnity Obligations of Vendor

To the fullest extent permitted by law, Vendor will 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 entirely harmless from and against any and all 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 Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, Vendor's 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 Vendor under the Agreement; or (c) the State Bar's enforcement of its rights under this indemnity provision.

Vendor will defend, indemnify and hold harmless State Bar (its Board of Governors, officers, agents, and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liability, losses or damages or any expenses or costs whatsoever to the State Bar, including reasonable attorneys' fees and costs, as a result of any claims, demands, damages, costs or judgments against the State Bar based on allegations that, as a consequence of the Services rendered hereunder, any equipment, program or software designed, developed, amended, merged or restructured, or any part thereof, alone or in combination with other equipment, programs or software, infringes on any patent or copyright or misappropriates a trade secret. If any such equipment, program or software or any part thereof, is held to constitute an infringement or misappropriation, and use of the equipment, program or software is enjoined, Vendor will, at its own expense, either: (1) procure for the State Bar the right to continue to use the equipment, program or software or part thereof; (2) replace the equipment program or software with a non-infringing replacement, provided that such replacement does not compromise performance and otherwise meets the State Bar's specifications; or (3) modify the equipment, program or software to make it non-infringing, provided that such modification does not compromise performance and otherwise meets the State Bar's specifications.

In the event both the State Bar and Vendor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Vendor will provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the State Bar is defended by the Vendor.

Vendor's obligations under this indemnity will survive the expiration and termination of the Agreement.

E. Insurance Obligations of Vendor

Vendor will agree to provide and keep in full force and effect during the term of the Agreement, at Vendor's own cost and expense, the following insurance policies for the joint benefit of 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.

Vendor will provide the State Bar with true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days following the execution of the Agreement. The copies should be sent to: Procurement, State Bar of California, 180 Howard Street, San Francisco, CA 94105. Each such policy of insurance will name the State Bar as an additional insured and such policy or policies shall be primary and that any insurance carried by State Bar shall be noncontributing with respect thereto. Each such policy of insurance maintained pursuant to the agreement should provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If Vendor fails to secure and maintain insurance policies complying with the provisions of the Agreement, the State Bar may secure the appropriate insurance policies and Vendor will pay upon demand the cost of the same to the State Bar or the State Bar may terminate the Agreement. In addition to the required insurance to be obtained and maintained by Vendor, if Vendor assigns any portion of the duties under the Agreement in accordance with the terms thereof, Vendor will require that each subcontractor or assignee purchase and maintain the same insurance coverage required hereunder.

Vendor should immediately notify the State Bar if Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If Vendor's commercial general liability insurance contains such restrictive endorsements, Vendor will have five (5) business days to remove said restrictions. If Vendor is unable to do so, the State Bar may terminate the Agreement in accordance with the Agreement, except that notwithstanding anything to the contrary, the State Bar will only be required to give Vendor two (2) days' notice of such termination.

F. Termination

1. Appropriation of Funds.

- a. If the term of this contract extends into fiscal years subsequent to that in which it is approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the 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 contract is terminated, Vendor agrees to take-back any affected equipment, products,

software, or hardware furnished under this contract, terminate any services supplied to the State Bar under this contract, and relieve the State Bar of any further obligation therefore.

- b. The State Bar agrees that if subdivision A above is invoked, equipment will be returned to Vendor in substantially the same condition in which it was delivered to the State Bar, subject to normal wear and tear. The State Bar further agrees to pay for packing, crating, transportation to Vendor's nearest facility and for reimbursement to Vendor for expenses incurred for their assistance in such packing and crating.

2. Default by Vendor. The Agreement may be terminated by the State Bar upon thirty (30) days written notice to Vendor in the event Vendor is in default under any of the provisions of the Agreement. In the event the Agreement is terminated due to the default by Vendor, 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 Vendor will reimburse the State Bar for the actual costs to complete the Services in excess of the balance of the remaining compensation provided for in the 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 consequential damages caused directly or indirectly by Vendor's default.

3. Automatic Termination. The 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, renewal periods or month-to-month option.

G. Ownership of Documents

All work product and instruments of the Specifications ("Work Product") and all rights thereto in the nature of copyright, trademark, patent and rights to ideas will be assigned to, and will become the property of the State Bar whether or not the work is completed. In the event of termination of the Agreement, or abandonment or suspension of work performed under the agreement, 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 of any and all drawings, plans, graphs, photographs, slides, studies, schedules, budgets, estimates, layouts, and other work product and any services, which have been or will be prepared by Vendor, or under Vendor's direction, pursuant to the Agreement. Vendor will covenant, warrant and represent 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 the 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 after written request made by the State Bar, all or any portion of the Work Product, as may be 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 Products on a monthly basis, either in reproducible form or computer disk as requested by the State Bar.

H. Confidentiality and Publicity

Vendor will retain all confidential information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under the agreement entered into between the State Bar and Vendor without the prior written consent of the State Bar. The State Bar will retain the right to enjoin any unauthorized disclosure in an appropriate court of law. Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

I. Nondiscrimination

During the performance of this Agreement, Vendor will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Vendor will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and applicable regulations promulgated there under (California Administrative Code, Title 2, section 7285.0 et seq.). Vendor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

J. Assignment/Subcontracting

1. **Assignment.** Vendor will not assign or transfer its interest, in whole or in part, under the Agreement, without the prior written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar. The parties also acknowledge that the State Bar's obligations under the Agreement primarily concern the financial ability to carry through the terms of payment. Therefore, the State Bar may assign or transfer part or all of its interest in the Agreement, provided that such assignment shall not become effective, and the State Bar will not be released from its obligations under the Agreement, until such time as the State Bar or the State Bar's assignee makes payment to Vendor of all fees and payments then due and payable to Vendor.
2. **Subcontracting.** Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, subject to the prior written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.

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 that will be maintained during the term of the Agreement. Regardless of approval of any subcontractor by the State Bar or any provision in the agreement to the contrary, Vendor will at all times remain solely and exclusively responsible for the performance of all obligations under this Agreement, and will protect, defend, indemnify and hold the State Bar harmless from any and all claims, demands, liability, or disputes of any kind arising out of or in connection any authorized subcontractor's provision of services under the agreement.

K. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of the 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) embargoes, and (8) earthquakes.

2. **Governing Law.** The agreement will be governed by the laws of the State of California.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to the 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 on the Agreement 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 on the Agreement.
4. **Arbitration.** Any question, claim or dispute between the parties valued in excess of five thousand dollars (\$5,000) arising out of or related to this agreement, except breaches of confidentiality will be conclusively settled by binding arbitration. Any request for arbitration must be brought no later than one (1) year from the date the alleged claim occurred. Such arbitration will take place before one (1) arbitrator in the City and County of San Francisco, and will be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Unless the subject matter of the dispute is otherwise pre-empted by federal law, the arbitrator will be bound to apply legal principles in accordance with California law, but without regard to its conflict of laws provisions. By agreeing to this arbitration clause, neither party waives any defenses or immunities available under California or other applicable laws, including but not limited to California Government Code Section 810 *et seq.* Each party shall be solely responsible for payment of its own pro rata share of any expenses and fees incurred during the course of arbitration. In no event will the arbitrator have the power or authority to award consequential damages, indirect or special damages, lost profits, loss of goodwill, punitive, or speculative damages, and any award shall be limited to actual damages.
5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or other special license to perform the Services pursuant to the 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.

V. EVALUATION OF PROPOSALS

The State Bar of California will review submitted proposals based upon, but not solely limited to, the criteria in Section V.B. below. Note that cost will be a factor, but not the only factor, in evaluating submitted proposals. The State Bar will evaluate proposals based upon each OEM's written submission.

A. Rejection of Proposals

The State Bar reserves the right to reject any or all submissions in whole or in part for any reason 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 in the Request for Proposal, or is incomplete or contains irregularities, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with the requirements in the RFP.

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 shall in no way modify the RFP or excuse a vendor from full compliance with solicitation document specifications.

All bids may be rejected in any case where it is determined that the proposals are 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.

B. Evaluation Process and "Highest Score Proposal"

A selection committee will review in detail all proposals that are received to determine the highest scored proposal.

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

During the evaluation process, the State Bar may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to demonstrate that the claims made in its proposal are

in fact true may be sufficient cause for deeming a proposal non-responsive.

In addition to the review of any materials the vendor may provide, the Selection Committee will also evaluate completeness of Data Sheets attached as Exhibits A through C. The following criteria will be used in reviewing and comparing the proposals and in determining the "highest scored proposal." The weight assigned to each criterion appears following each item:

- Responsiveness: Adherence to the requirements of this RFP. Responsiveness of proposal to the original specifications set forth in the RFP, including whether or not the OEM has completed Data Sheets attached as Exhibits A through C, and whether OEM has agreed to contracting requirements set forth in Section III and IV of this RFP. (20%)
- Qualifications and Experience: The ability, capacity, flexibility, financial stability and skill of the OEM to perform the contract, as evidenced by related factors such as its market position, strategic partnerships, customer base, standard financial reports, industry ratings/awards, ability to deliver within a reasonable time without delay, etc. Also includes client reference information from current or prior customers. (15%)
- Technical Approach and Quality: The ability of the OEM to meet the specifications and requirements for equipment, installation, maintenance and service in the Los Angeles, San Francisco and Sacramento areas as evidenced by demonstrated success on similar projects, technician training, average response time, problem resolution process and parts availability (i.e. delivery time for routine and special orders, as well as on-hand inventory). Includes the quality of performance and service on previous contracts and/or contacts with the State Bar, if any, in the areas of administration, billing, operations and/or sales. The ability to provide quality equipment and services in fulfillment of the contract based upon business efficiencies, organizational structure, customer service, and technological competitiveness. (35%)
- Cost: Cost consideration will be reviewed only if a proposal is determined to be otherwise qualified. All figures entered on the vendor proposal must be clearly legible. (30%)

After reviewing all proposals, the State Bar of California reserves the right to request that vendors who are deemed finalists in the selection process

make a formal presentation to the State Bar selection committee and/or members of the State Bar Senior Executive Team.

C. Award and Execution of Contract

The highest scored vendor will be awarded the contract, subject to IT compatibility testing. If IT determines that the highest scored vendor's systems (equipment, hardware, software) are incompatible with the State Bar's systems, the second and third highest scorers will be evaluated for compatibility with the State Bar's systems. Notice of the Bar's intention to award the contract to the highest scored vendor will be posted at the State Bar's offices at 1149 South Hill Street, Los Angeles, CA and 180 Howard Street, San Francisco, CA and sent by facsimile and regular mail to vendors on or about **December 7, 2005**.

It is anticipated that final selection of the vendor will be made by **December 14, 2005**. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, a contract will be executed with the winning vendor in due course.

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 proposer who submitted timely, responsive and responsible proposals to this RFP.

If after a contract is executed, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored proposer, 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, should be addressed to Robert A. Hawley, Deputy Executive Director, The State Bar of California, 180 Howard Street, San Francisco, CA 94105.

D. Errors in the RFP

If a vendor submitting a proposal discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the vendor 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 vendors to whom the RFP was sent.

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

E. Questions Regarding the RFP

The State Bar believes that this RFP is complete and does not require explanation. Any questions, however, regarding the RFP may be addressed in writing to: Luanne Kamiya, State Bar of California, 1149 South Hill Street, Los Angeles, California 90015; e-mail: luanne.kamiya@calbar.ca.gov

If a vendor's question relates to a proprietary aspect of its proposal or bid and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor 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 vendor will be notified.

If a vendor submitting a proposal or bid believes that one or more of the solicitation document's requirements is onerous or unfair, or that it unnecessarily precludes less costly or alternative solutions, the vendor may submit a written request that the RFP be changed. The request must set forth the recommended change and the vendor's reason for proposing the change. Any such request must be submitted to the State Bar no later than three (3) days after receipt of the RFP.

F. Addenda

The State Bar may modify the RFP prior to the date fixed for submission of proposals by faxing an addendum to the vendors to whom the RFP was sent or by posting the addendum on the State Bar's website. If any vendor determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar no later than three (3) days following the receipt of the addendum.

G. Withdrawal and Resubmission/Modification of Proposals

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the State Bar in writing of its withdrawal. The vendor must sign the notice of withdrawal. The vendor 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.

H. Protest Procedure

A vendor submitting a proposal may protest the award if it meets all the following conditions:

1. The vendor has submitted a proposal that it believes to be the lowest responsible bid, under the criteria set forth in Section V.B. ; and
2. The vendor 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 vendor believes that the State Bar has incorrectly selected another vendor submitting a proposal for award.

A vendor submitting a proposal who is qualified to protest should contact Robert A. Hawley, Deputy Executive Director, San Francisco office. If Mr. Hawley is unable to resolve the protest to the vendor's satisfaction, the vendor should file a written protest within five (5) working days of the notice of intention to award contract. The written protest must state the facts surrounding the issue and the reasons the vendor believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

Peggy Van Horn, CFO
The State Bar of California
180 Howard Street
San Francisco, CA 94105

A receipt should be requested for hand-delivered mail.

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.

I. News Releases

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

J. 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 vendor submitting the proposal or bid. One copy of a submitted proposal will be retained for official files and become a public record. However, any confidential material submitted by a vendor that was clearly marked as such will be returned upon request.

K. Form of Notice

Where any notice is required or permitted in writing, the notice must be sent by U.S. mail and e-mail.

Exhibit A

Digital Printers/Copiers Specification Requirements

SPECIFICATIONS	MET	UNMET	COMMENTS
III.A. SUBMISSION REQUIREMENTS / OEM QUALIFICATIONS / COSTS			
Name direct servicing entity (OEM or authorized dealer) for each location. Provide statement of support to commit to designated authorized dealer(s).			
1 Manufacturer's company profile.			
2 Qualifications statement describing projects and installations of similar scope and size.			
3 Ability to supply, maintain, service and service equipment in the LA, SF and Sacramento offices.			
4 Problem resolution process for service/equipment and technical/connectivity problems.			
5 Organizational charts for administrative, billing and service units.			
6 Identification of project manager and other primary staff proposed to work on this project.			
7 References.			
8 Evidence that OEM is in good standing; copies of business licenses, professional certificates or other credentials.			
9 Statement of willingness to enter into a contract with the Bar under the contract terms.			
10 Description of the chronology of the installation of equipment and plans for accomplishing required work, including timeline and deadlines for all tasks from delivery to installation through the training of end users.			
11 A bid covering all costs and compensation based upon (1) 36-month lease term and (2) an outright purchase for the digital printer/copier identified as such. Breakdown of costs for professional services, maintenance, supplies not covered by the maintenance agreement, any ancillary equipment, delivery, programming, assistance with network configuration, hard wire installation, end-user training, follow-up support with IT staff, and any other <u>related</u> costs. Pedestals or stands are to be included in the monthly base lease cost.			
III.B. SUBMISSION REQUIREMENTS / GENERAL AND TECHNICAL REQUIREMENTS FOR DIGITAL COPIERS / PRINTERS			
Newly manufactured copiers/printers; no used or refurbished parts. Faxing, scanning, bate-stamping details, i.e. cost, equipment, etc. Spec sheets for each model copier/printer.			
1 Capability for duplexed copies/prints.			
2 Capability for printing on stock from 20 lb bond to 110 lb index, on letter, legal & ledger required for 50 ppm and faster machines.			
3 Automated stapling system, minimum of 20 sheets of 20 lb. bond paper.			
4 Full offset stacking and finishing (stapling only) capabilities.			
5 Automated document feeder with minimum of 50 sheets of 20 lb. bond paper.			

PPM = Print Per Minute

Exhibit A

Digital Printers/Copiers Specification Requirements

SPECIFICATIONS	MET	UNMET	COMMENTS
6 A bypass tray for the purpose of printing on specialized stock.			
7 Capability of enlarging documents in preset increments to a minimum of 200%.			
8 Capability of reducing documents in preset increments to a minimum of 64%.			
9 Zoom capabilities from 64% to 200%.			
10 Paper capacity: letter size – min. 1000 , legal size – min. 500 , 11 x 17 - min. 250 sheets.			
11 One of the three paper trays may be adjustable (may include auxiliary paper tray).			
12 Image shift capabilities.			
13 Copiers with speed equal to or greater than 50 ppm capable of inserting tabs and/or slip sheets.			
14 Operational as a "walk-up" digital copier, whether on the State Bar network or not.			
15 Have PIN code and/mailbox secured access for users.			
16 Programmable cost center/accounting meters, with a minimum of 50 separate cost centers/meters; OEM specify maximum number of programmable digits accommodated per accounting code.			
17 Bate-stamping option; cost to be identified.			
18 Scanning option; cost to be identified.			
19 Faxing option; cost to be identified.			
20 Saddle stitching option; cost to be identified.			
III.C. SUBMISSION REQUIREMENTS / REQUIREMENTS FOR MAINTENANCE SUPPORT			
1 Parts and labor warranty for a minimum of 90 days after initial installation. Must identify warranty period.			
2 Bear all material and labor costs for repair of equipment, defects and failure accruing within the warranty period.			
3 Service and maintenance during warranty period is no less than the service requirements under the maintenance agreement.			
4 Warranty period commences from date of installation and completion of acceptance by State Bar.			
5 Replace unit with a new copier/printer of same model if it doesn't perform to manufacturer's specification during warranty period.			
6 Maintenance/service agreement to commence upon expiration of the warranty period.			
7 Provide telephone support and a toll-free phone number to place service calls which will be available Monday through Friday, 8:45 a.m. – 5:00 p.m.			
8 Vendor required to call with ETA within two (2) hours of initial service call; on-site technician to arrive within four (4) business hours of initial service call.			
9 Arrive on-site and remedy any defect in software or equipment within forty-eight (48) hours.			

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Exhibit A

Digital Printers/Copiers Specification Requirements

SPECIFICATIONS	MET	UNMET	COMMENTS
10 Vendor provides loaner copier at no charge if defects unresolved in 48 hours or more.			
11 Operate at minimum average of 95% uptime per copier/printer per calendar quarter.			
12 Monthly submission of Service Summary Report per location listing (a) beginning dates/times of all service calls; (b) description of problem per service call; (c) completion dates of all service calls; (d) number of hours or days downtime per copier/printer.			
13 Quarterly meeting to review monthly Service Summary reports. Replace poor performing and/or problematic unit with new similar equipment.			
14 If minimum average rate of uptime per copier/printer is < 95% during calendar quarter, then \$25 credit per copier/printer to maintenance invoice.			
15 Training sessions per location provided at no cost, to State Bar of California staff members with schedules, participants and number of participants per session identified by the State Bar of California. Network connectivity, print driver installation and other technical support training is scheduled at another time at no cost to the State Bar. Subsequent training at no cost to the State Bar.			
16 Guarantee availability of replacement parts, applicable accessories and equipment for duration of contract term.			
II. D. SUBMISSION REQUIREMENTS / NETWORK TECHNICAL REQUIREMENTS			
1 Networked digital printers connected to Windows and AS/400 environment. Provides technical support during network connection phase.			
2 Digital networked printer prints from any desktop PC within State Bar statewide network.			
3 Printers with 60 ppm and above capabilities: require queue management software with bi-directional software. Document additional cost, if any.			
4 Product and network connection shall provide bi-directional parallel port to 10/100 Mbps Ethernet. Protocols support: TCP/IP.			
5 Secure external CPU's in a safe and aesthetically appropriate space adjacent to digital printer. Provide footprint size of entire unit and clearance accommodations.			
6 Printing ≥ 50 ppm = minimum server storage of 4.0 gigabytes; Printing < 50 ppm = minimum server storage of 2.5 gigabytes.			
7 Provides technical training at no charge for five State Bar Information Technology employees in each office relative to the connection of end-users for networked printers.			
8 Provide migration and transition support services.			
9 Software operating upgrades provided at no charge; specify electrical requirements.			
10 Specify electrical requirements; provide surge protection device which meet OEM's recommendations.			
11 State Bar IT dept reserves the right to test equipment on State Bar of California's network for a period to			

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Exhibit A

Digital Printers/Copiers Specification Requirements

SPECIFICATIONS	MET	UNMET	COMMENTS
be determined; provide installation of trial equipment.			
III.E. SUBMISSION REQUIREMENTS / PRICING REQUIREMENTS			
1 Lease=36 months w/asset given FMV @ end of lease w/option to purchase at FMV. Monthly lease payment structured as base lease payment w/separate annual maintenance agreement based on minimum # of prints w/reduced per print charge for overages.			
2 Review print volumes within the first 90 days of agreement. Adjustments per copier/printer to be made to reflect the average volume for the first 90 days.			
3 Maintenance agreement pricing includes maintenance, repairs, parts and consumable supplies (except paper and staples). Specify supplies excluded and cost associated with said supply on a monthly basis per printer/copier. Maintenance agreement pricing may not be increased more than 2% annually.			
4 Document, in detail, additional cost associated with equipment, software and/or installation related to bate-stamping, scanning, faxing, saddle stitching functions and installation and set-up of end-users on networked units.			
5 Delivery and installation NTE \$225/unit. Charges exclude hardwiring of unit. Provides all specifications for the hard wire.			
6 Accept as trade-ins, current photocopiers by securing a minimum of three estimates. The State Bar of California will be reimbursed based on the highest estimate.			
7 Outline a method to examine volumes and verify proper equipment is in place and is utilized properly. Outline a method to replace equipment not utilized properly without extending the equipment lease and/or maintenance agreement beyond the length of the original agreement. Clause will apply to 15% of combined total of copiers/printers.			
8 Offer upgrade or buy-out; monthly lease NTE monthly lease on existing equipment; maintenance leaseremains at existing rate for comparable equipment. Offer trade-in credit for existing purchased equipment.			
III.F. SUBMISSION REQUIREMENTS / TERM			
Initial contract award is 36-months with two 1-year renewal options. To facilitate end-of-term business, contract may be extended on month-to-month basis as needed. Original pricing to be in effect.			
III.G. ADDITIONAL LEASES / PURCHASES			
Additional leased or purchased equipment and accessories at comparable cost to equipment leases and purchases and maintenance plans; new lease term not co-terminus with original lease.			

PPM = Print Per Minute

Exhibit B

Vendor's Recommended Equipment and Lease Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Purchase Price	Monthly Base Lease Payment	Lease Factor	Options: Additional Monthly Lease and Purchase Costs							
	Model	Model Name & #	PPM	Monthly Volume Rating				Scanning		Faxing		Bate-Stamping		Saddle stitch	
								Lease	Purchase	Lease	Purchase	Lease	Purchase	Lease	Purchase
Los Angeles															
Administrative Services, 4 th Floor, 45 ppm / 45 ppm 4,000 EV per month	e-STUDIO 45														
Admissions-Executive, 4 th Floor, B&W: 50 cpm / 45 ppm B&W: 6,500 EV per month Color: None / 20-25 ppm Color: 2,500 EV per month	DANKA A- 50														
Admissions-Moral Character, 4 th Floor, None / 45 ppm 6,500 EV per month	None														
Admissions-Production, 4 th Floor 60 cpm / 65 ppm 30,000 EV per month	Image Runner 600														
CSF / Probation, 6 th Floor, 45 ppm / 45 ppm 15,000 EV per month	e-STUDIO 45														
Enforcement, 8 th Floor, 65 ppm / 65 ppm 20,000 EV per month	e-STUDIO 65														
Enforcement, 8 th Floor, 65 ppm / 45 ppm 15,000 EV per month	XEROX 265														
Enforcement, 9 th Floor, 40 ppm / 45 ppm 10,000 EV per month	XEROX 240														
Enforcement, 9 th Floor, 40 ppm / 45 ppm	XEROX 240														

PPM = Print Per Minute

Exhibit B

Vendor's Recommended Equipment and Lease Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Purchase Price	Monthly Base Lease Payment	Lease Factor	Options: Additional Monthly Lease and Purchase Costs										
	Model	Model Name & #	PPM	Monthly Volume Rating				Scanning		Faxing		Bate-Stamping		Saddle stitch				
								Lease	Purchase	Lease	Purchase	Lease	Purchase	Lease	Purchase			
10,000 EV per month																		
Enforcement, 10 th Floor, 65 ppm / 65 ppm 40,000 EV per month	e-STUDIO 65																	
Enforcement 10 th Floor, 65 ppm / 65 ppm 30,000 EV per month	e-STUDIO 65																	
Enforcement, 10 th Floor, 45 ppm / 45 ppm 13,000 EV per month	e-STUDIO 45																	
Human Resources, 4 th Floor, 45 ppm / 45 ppm 4,000 EV per month	e-STUDIO 45																	
Intake, 9 th Floor, 45 ppm / 65 ppm 20,000 EV per month	e-STUDIO 65																	
IT, 4 th Floor, None / 45 ppm 2,000 EV per month	None																	
LAP, 7 th Floor, 45 ppm / 45 ppm 6,000 EV per month	e-STUDIO 45																	
Library, 9 th Floor, 40 ppm / 45 ppm 7,500 EV per month	XEROX 240																	
Office Services / Print Shop 7 th Floor, 65 ppm / 65 ppm 30,000 EV per month	e-STUDIO 65																	

PPM = Print Per Minute

Exhibit B

Vendor's Recommended Equipment and Lease Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Purchase Price	Monthly Base Lease Payment	Lease Factor	Options: Additional Monthly Lease and Purchase Costs									
	Model	Model Name & #	PPM	Monthly Volume Rating				Scanning		Faxing		Bate-Stamping		Saddle stitch			
								Lease	Purchase	Lease	Purchase	Lease	Purchase	Lease	Purchase		
Print Center, 7 th Floor, 80 ppm / 80 ppm 38,000 EV per month	e-STUDIO 80																
State Bar Court, 5 th Floor, 65 ppm / 65 ppm 20,000 EV per month	e-STUDIO 65																
San Francisco																	
Admissions General, 9 th Floor, 55 ppm / 55 ppm 29,000 EV per month	e-STUDIO 55																
Admissions Measurement, 9 th Floor, 65 ppm / 85 ppm 21,000 EV per month	e-STUDIO 65																
Certification, 10 th Floor, 65 ppm / 65 ppm 25,000 EV per month	e-STUDIO 65																
Enforcement, 7 th Floor, 55 ppm / 55 ppm 23,000 EV per month	e-STUDIO 55																
Enforcement, 7 th Floor, 65 ppm / 65 ppm 30,000 EV per month	e-STUDIO 65																
Finance, 5 th Floor, 55 ppm / 55 ppm 10,000 EV per month	e-STUDIO 55																
Human Resources, 7 th Floor, 35 ppm / 45 ppm 4,000 EV per month	e-STUDIO 35																

PPM = Print Per Minute

Exhibit B

Vendor's Recommended Equipment and Lease Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Purchase Price	Monthly Base Lease Payment	Lease Factor	Options: Additional Monthly Lease and Purchase Costs										
	Model	Model Name & #	PPM	Monthly Volume Rating				Scanning		Faxing		Bate-Stamping		Saddle stitch				
								Lease	Purchase	Lease	Purchase	Lease	Purchase	Lease	Purchase			
IT, 5 th Floor, None / 45 ppm 2,000 EV per month	None																	
JNE/Executive Director, 10 th Floor, 35 ppm / 45 ppm 7,500 EV per month	e-STUDIO 35																	
LAP, 3 rd Floor, 35 ppm / 45 ppm 2,000 EV per month	e-STUDIO 35																	
Library/ Pro. Competence 8 th Floor, 55 ppm / 55 ppm 11,000 EV per month	e-STUDIO 55																	
Membership Services, 5 th Floor, 55 ppm / 55 ppm 8,500 EV per month	e-STUDIO 55																	
Office of General Counsel, 8 th Floor, 55 ppm / 55 ppm 18,000 EV per month	e-STUDIO 55																	
Real Property, 7 th Floor, 55 ppm / 55 ppm 5,000 EV per month	e-STUDIO 55																	
Research, 9 th Floor, 35 ppm / 45 ppm 7,500 EV per month	e-STUDIO 35																	
State Bar Court, 6 th Floor, 55 ppm / 55 ppm 18,000 EV per month	e-STUDIO 55																	

PPM = Print Per Minute

Exhibit B

Vendor's Recommended Equipment and Lease Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Purchase Price	Monthly Base Lease Payment	Lease Factor	Options: Additional Monthly Lease and Purchase Costs									
	Model	Model Name & #	PPM	Monthly Volume Rating				Scanning		Faxing		Bate-Stamping		Saddle stitch			
								Lease	Purchase	Lease	Purchase	Lease	Purchase	Lease	Purchase		
Sections, 4 th Floor, 55 ppm / 55 ppm 20,000 EV per month	e-STUDIO 55																
Sacramento																	
Legislative Affairs, None / 45 ppm 3,500 EV per month	None																

PPM = Print Per Minute

Exhibit C

Vendor's Recommended Equipment and Maintenance Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Maintenance				Options: Additional Monthly Maintenance Cost			
	Model	Model Name & #	PPM	Monthly Volume Rating	Estimated Monthly Maintenance Payment	Copy Allowance	Cost Per Print	Per Print Overage Charge	Scanning	Faxing	Bate-Stamping	Saddle stitch
Los Angeles												
Administrative Services, 4 th Floor, 45 ppm / 45 ppm 4,000 EV per month	e-STUDIO 45											
Admissions-Executive, 4 th Floor, B&W: 50 cpm / 45 ppm B&W: 6,500 EV per month Color: None / 20-25 ppm Color: 2,500 EV per month	DANKA A-50											
Admissions-Moral Character, 4 th Floor, None / 45 ppm 6,500 EV per month	None											
Admissions-Production, 4 th Floor 60 cpm / 65 ppm 30,000 EV per month	Image Runner 600											
CSF / Probation, 6 th Floor, 45 ppm / 45 ppm 15,000 EV per month	e-STUDIO 45											
Enforcement, 8 th Floor, 65 ppm / 65 ppm 20,000 EV per month	e-STUDIO 65											
Enforcement, 8 th Floor, 65 ppm / 45 ppm 15,000 EV per month	XEROX 265											
Enforcement, 9 th Floor, 40 ppm / 45 ppm 10,000 EV per month	XEROX 240											
Enforcement, 9 th Floor, 40 ppm / 45 ppm	XEROX 240											

PPM = Print Per Minute

Exhibit C

Vendor's Recommended Equipment and Maintenance Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Maintenance				Options: Additional Monthly Maintenance Cost			
	Model	Model Name & #	PPM	Monthly Volume Rating	Estimated Monthly Maintenance Payment	Copy Allowance	Cost Per Print	Per Print Overage Charge	Scanning	Faxing	Bate-Stamping	Saddle stitch
10,000 EV per month												
Enforcement, 10 th Floor, 65 ppm / 65 ppm 40,000 EV per month	e-STUDIO 65											
Enforcement 10 th Floor, 65 ppm / 65 ppm 30,000 EV per month	e-STUDIO 65											
Enforcement, 10 th Floor, 45 ppm / 45 ppm 13,000 EV per month	e-STUDIO 45											
Human Resources, 4 th Floor, 45 ppm / 45 ppm 4,000 EV per month	e-STUDIO 45											
Intake, 9 th Floor, 45 ppm / 65 ppm 20,000 EV per month	e-STUDIO 65											
IT, 4 th Floor, None / 45 ppm 2,000 EV per month	None											
LAP, 7 th Floor, 45 ppm / 45 ppm 6,000 EV per month	e-STUDIO 45											
Library, 9 th Floor, 40 ppm / 45 ppm 7,500 EV per month	XEROX 240											
Office Services / Print Shop 7 th Floor, 65 ppm / 65 ppm 30,000 EV per month	e-STUDIO 65											

PPM = Print Per Minute

Exhibit C

Vendor's Recommended Equipment and Maintenance Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Maintenance				Options: Additional Monthly Maintenance Cost			
	Model	Model Name & #	PPM	Monthly Volume Rating	Estimated Monthly Maintenance Payment	Copy Allowance	Cost Per Print	Per Print Overage Charge	Scanning	Faxing	Bate-Stamping	Saddle stitch
Print Center, 7 th Floor, 80 ppm / 80 ppm 38,000 EV per month	e-STUDIO 80											
State Bar Court, 5 th Floor, 65 ppm / 65 ppm 20,000 EV per month	e-STUDIO 65											
San Francisco												
Admissions General, 9 th Floor, 55 ppm / 55 ppm 29,000 EV per month	e-STUDIO 55											
Admissions Measurement, 9 th Floor, 65 ppm / 85 ppm (prefer 90-95 ppm) 21,000 EV per month	e-STUDIO 65											
Certification, 10 th Floor, 65 ppm / 65 ppm 25,000 EV per month	e-STUDIO 65											
Enforcement, 7 th Floor, 55 ppm / 55 ppm 23,000 EV per month	e-STUDIO 55											
Enforcement, 7 th Floor, 65 ppm / 65 ppm 30,000 EV per month	e-STUDIO 65											
Finance, 5 th Floor, 55 ppm / 55 ppm 10,000 EV per month	e-STUDIO 55											
Human Resources, 7 th Floor, 35 ppm / 45 ppm 4,000 EV per month	e-STUDIO 35											

PPM = Print Per Minute

Exhibit C

Vendor's Recommended Equipment and Maintenance Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Maintenance				Options: Additional Monthly Maintenance Cost			
	Model	Model Name & #	PPM	Monthly Volume Rating	Estimated Monthly Maintenance Payment	Copy Allowance	Cost Per Print	Per Print Overage Charge	Scanning	Faxing	Bate-Stamping	Saddle stitch
IT, 5 th Floor, None / 45 ppm 2,000 EV per month	None											
JNE/Executive Director, 10 th Floor, 35 ppm / 45 ppm 7,500 EV per month	e-STUDIO 35											
LAP, 3 rd Floor, 35 ppm / 45 ppm 2,000 EV per month	e-STUDIO 35											
Library/ Pro. Competence 8 th Floor, 55 ppm / 55 ppm 11,000 EV per month	e-STUDIO 55											
Membership Services, 5 th Floor, 55 ppm / 55 ppm 8,500 EV per month	e-STUDIO 55											
Office of General Counsel, 8 th Floor, 55 ppm / 55 ppm 18,000 EV per month	e-STUDIO 55											
Real Property, 7 th Floor, 55 ppm / 55 ppm 5,000 EV per month	e-STUDIO 55											
Research, 9 th Floor, 35 ppm / 45 ppm 7,500 EV per month	e-STUDIO 35											
State Bar Court, 6 th Floor, 55 ppm / 55 ppm 18,000 EV per month	e-STUDIO 55											

PPM = Print Per Minute

Exhibit C

Vendor's Recommended Equipment and Maintenance Plan

Location Current / Proposed PPM EV – Estimated Volume	Current Equipment	Vendor's Recommended Equipment			Maintenance				Options: Additional Monthly Maintenance Cost			
	Model	Model Name & #	PPM	Monthly Volume Rating	Estimated Monthly Maintenance Payment	Copy Allowance	Cost Per Print	Per Print Overage Charge	Scanning	Faxing	Bate-Stamping	Saddle stitch
Sections, 4 th Floor, 55 ppm / 55 ppm 20,000 EV per month	e-STUDIO 55											
Sacramento												
Legislative Affairs, None / 45 ppm 3,500 EV per month	None											

PPM = Print Per Minute

Exhibit D Copier Inventory – Trade

Copier Model & #	Serial #	Copy Speed	Total copies Year to Date (09/30/05)
Los Angeles			
Xerox DC 265	2UP081844	65 ppm	2,039,964
Xerox DC 240	E2C022039	40 ppm	565,225
Xerox DC 240	E2C021856	40 ppm	908,806
Xerox DC 240	E2C022043	40 ppm	426,250

PPM = Print Per Minute