

The State Bar of California

# INVITATION FOR BIDS



This document is an Invitation for Bid (“IFB”) for an upcoming PC Refresh System Configuration project.

The State Bar of California is seeking bids for approximately 650 Lenovo brand personal computers per the specifications listed in section II. below.

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.

Please submit 5 copies of your bid no later than 5 p.m. on April 4, 2008 to:

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

Attn: Jonathan Angle  
Office of Information Technology  
415-538-2476  
jonathan.angle@calbar.ca.gov

## I. INTRODUCTION

The State Bar of California (“ the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar has offices located in Los Angeles, Sacramento and San Francisco. More information about the State Bar can be found at [http://calbar.ca.gov/state/calbar/calbar\\_home\\_generic.jsp?cid=10102](http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102)

In accordance with the State Bar's procurement policies, contract of \$50,000 or more are subject to formal competitive bidding. As a governmental agency, the State Bar often receives favorable governmental pricing and contract terms.

## **II. EQUIPMENT FOR PURCHASE**

Description: Lenovo ThinkCentre A61  
Model Number: 9169A2U  
Quantity: approx 550-650 each (actual TBD, ordered in batches)  
CPU: Athlon 64 X2 4400+ 2.3 GHz  
Memory: 1 GB - DIMM 240-pin - DDR II  
Drives: 80Gb Serial ATA 7200rpm, Combo Drive CD-RW/DVD-ROM  
Monitor: none  
Input Devices: Lenovo keyboard, 3-button USB mouse

Additional: 1 Gb of RAM per computer ordered (2Gb total each)  
Kingston #KTM4982/1G  
[Ram will be installed by State Bar Staff and may be shipped either with the units or separately, providing delivery if on or before receipt of the units. See Attachment A for optional services to include in bid.]

Software: Preloaded with Windows XP Professional SP2

Delivery: The Lowest Cost Responsive Bidder must deliver the computers in amounts to be determined by the State Bar to the following locations: 1) the State Bar's Los Angeles office (1149 South Hill Street, Los Angeles, CA 90015; 2) the State Bar's San Francisco office (180 Howard Street, San Francisco, CA 94105; and 3) the State Bar's Sacramento office (1010 Hurley Way, #110, Sacramento, CA 95825). Delivery must be made in accordance with a schedule to be provided by the State Bar, mostly staggered to fit the PC Refresh Project running from 4/1/2008 through 12/31/2008. All equipment to be invoiced net 30 from shipping date as requested. Minimum order quantity will be set at 150 units with delivery location to be set at time of order. Orders are expected to be made at approximately one month intervals until deployment is complete. The estimated distribution of systems needed to complete migration: Los Angeles--approximately 330 units, San Francisco--approximately 315 units. Since the system count varies with the addition and reduction of staff over the migration term, the actual number of units orders may vary from the initial estimates.

## **III. GENERAL INFORMATION**

The submission requirements for this IFB are set forth below. A bid 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.

## **A. Submission Requirements**

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

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor, including a description of why the firm is qualified to supply the Equipment.
2. A qualification statement demonstrating that bidder's firm can provide the number of computers specified in this IFB in firm compliance with the schedule established by the State Bar.
3. 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.
4. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
5. A firm total bid price, submitted using Attachment A and contained in a sealed envelope separate from the remaining portion of the bidder's response, that breaks out the costs for each of the following:
  - a. The equipment as specified described in section II. above.
  - b. Delivery charges for delivery to either the State Bar's Los Angeles office (1149 South Hill Street, Los Angeles CA 90015) the San Francisco office (180 Howard Street, San Francisco CA 94105) or the Sacramento office (1010 Hurley Way #110, Sacramento CA 95825) actual quantities TBD. Except where noted, deliveries will be staggered to fit the PC refresh project running from 4/1/2008 through December 31, 2008.
  - c. A description of applicable warranties.

All bidders agree that, since the State Bar will be ordering the computers on a staggered schedule, if the winning bidder's price for the computers is better at the time the particular units are ordered than at the time the bid price is offered, bidder will provide the better price to the State Bar.

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

## **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 opinion the information was intended to mislead the State Bar regarding a requirement of the IFB.

## **C. Evaluation Process and Highest Score Bidder**

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

This Invitation for Bids does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Bid and participating in the Bid evaluation process. The State Bar reserves the right to reject any and all Bids, to accept the Bid it considers most favorable to the its interest in its sole discretion, and to waive minor irregularities. The State Bar further reserves the right to seek new Bids when such procedure is considered by it to be in the best interest of the State Bar.

## **D. Award and Execution of Contract**

Prior to the time of bid opening, each bid submitted will be reviewed for compliance with the submission requirements of this IFB. The sealed bid envelopes of all bids found to be responsive to the submission requirements will be publicly opened at 3pm on April 8, 2008 in the 180 Howard Street, San Francisco public reception area. Bidders do not need to be present in order to participate.

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 a written request is received from any bidder prior to bid opening, the State Bar will post a public notice of intent to award the contract at least five days before making the award. Any such notice will be posted in the lobby of the State Bar offices at 180 Howard Street, San Francisco, CA. If the State Bar is awarding to the LCRB, and no requests have 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. Notification will be made by email and via USPS mail. The notice shall include the reason that the contract is not being awarded to the LCRB.

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 Andrew Conover, Finance Manager, at [andrew.conover@calbar.ca.gov](mailto:andrew.conover@calbar.ca.gov).

No contract or agreement, express or implied, will 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 others who submitted timely, responsive and responsible bids.

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

#### **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**

Questions regarding the IFB may be addressed in writing to Jonathan Angle at [jonathan.angle@calbar.ca.gov](mailto:jonathan.angle@calbar.ca.gov). All questions must be submitted no later than 3 days prior to the date for submission of bids. Questions and answers regarding the IFB may be shared with all bidders known to be interested in submitting a bid.

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. The State Bar must receive any such request no later than 3 days before the deadline for submitting bids.

#### **G. Addenda**

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

#### **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.

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, under the criteria set forth above;
2. The bidder believes that its bid meets the State Bar's administrative and technical requirements, proposes services of proven quality and performance, and offers a competitive cost to the State Bar; and

3. The bidder believes that the State Bar has incorrectly selected another bidder.

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

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

Attention: Peggy Van Horn, Chief Financial Officer

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

**J. News Releases**

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

**K. Disposition of Materials**

All materials submitted in response to an IFB will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each bid will be retained for the State Bar's 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 entire bid cannot be deemed confidential. The bidder's consent will be requested before release of such pages to non-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.

**IV. CONTRACTING REQUIREMENTS**

**A. General Terms and Conditions**

The final agreement shall be by Purchase Order and governed by The State Bar's General Terms and Conditions as set forth therein, a sample form of which is attached hereto as Attachment B. Submission of a bid shall constitute agreement to contract on

these terms. Any bid proposing alternate language will be considered a counter bid and subject to rejection as non-responsive.

**B. Additional Terms and Conditions**

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

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

harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or software; and (ii) will not violate any U.S. intellectual property right.

- f. Indemnity. To the fullest extent permitted by law, the bidder of the goods agrees to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns harmless from and against any and all losses, claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the terms of the Purchase Order, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by the bidder or its authorized agent(s), including but not limited to it or their employees, subcontractors, agents, representatives or assigns (collectively, "Bidder's Agents") in the performance or non-performance of the professional services required to be performed by the installer under the Purchase Order; or (c) the State Bar's enforcement of its rights under this indemnity provision. The bidder agrees that its obligations under this indemnity will survive the expiration and termination of the terms of the Purchase Order.

### 3. Delivery and Insurance, and Title

- a. Delivery. The Equipment will be delivered to each of the State Bar's sites in strict conformance with the schedule set by the State Bar. Time is of the essence with respect to Bidder's delivery of the Equipment. If Bidder fails to deliver the Equipment, or any part of it, in accordance with the schedule, the Bidder will be in breach of the Purchase Order and will pay to the State Bar an amount equal to the difference between Bidder's bid and the actual cost of purchasing the Equipment from another vendor.
- b. Insurance. Bidder will assume full responsibility for insuring the Equipment in transit and dealing with transportation carriers to ensure delivery of shipments, to locate missing or late shipments, to resolve billing for transportation charges, and to submit and to resolve all insurance claims arising from damage to its shipments.

- c. Title. Title to the Equipment will remain in the Bidder until it is delivered to the appropriate State Bar site and inspected by the State Bar, at which time title will pass to the State Bar. Bidder will furnish the State Bar a bill of sale and other documents requested by the State Bar to enable it to perfect unencumbered title to the Equipment.
  - 4. Transportation Costs. All transportation charges on Equipment will be prepaid by the bidder and will be added as a separate charge on bidder's invoice to the State Bar to be paid by the State Bar, except:
    - a. Bidder will bear the cost of transportation of Equipment shipped for mechanical replacement purposes;
    - b. Bidder will bear the cost of transportation for equipment removed as a result of Equipment failure, whether for convenience or at the State Bar's demand; and
    - c. Bidder will bear the cost of transportation for equipment removed as a result of default by vendor of any of the terms and conditions of the Purchase Order.
  - 5. Appropriation of Funds. If the term of this Purchase Order extends into fiscal years subsequent to that in which it is approved, such continuation of this Purchase Order is subject to appropriation of funds for such purpose by the California State Legislature. If funds to effect such continued payment are not appropriated, Vendor agrees to take back any affected equipment, products, software or hardware furnished under this Purchase Order and relieve the State Bar of any further obligation therefore.
  - 6. Most Favored Customer; Price Protection. Bidder hereby covenants that it will treat the State Bar as its most favored customer, and as such, represents and warrants that all of the prices charged by Bidder for each lot of computers ordered by the State Bar are or will be comparable to or better than the equivalent terms being offered by it at the time to any customer of Bidder ordering in volumes comparable to State Bar.
- 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. No contract or agreement, express or implied, shall exist or be binding on the State Bar before the State Bar's execution of a Purchase Order authorizing purchase of the Equipment.

**Attachment A  
IFB ITEMIZED BID COST**

<b>Class</b>	<b>Product/Service Detail</b>	<b>Install/Configure</b>	<b>Quantity</b>	<b>Bid Each</b>
<b>BASE BID</b>				
CPU Configuration	Lenovo ThinkCentre A61 #9169A2U Athlon 64 X2 4400+ 2.3 GHz, 1 GB-DIMM 240-pin-DDR II, 80GB Serial ATA 7200 rpm, CD-RW/DVD-ROM, keyboard, mouse	yes	550-660 ea	
Additional Hardware	+1 Gb Memory Kingston #KTM4982/1G	no	550-660 ea	
OS Software	Windows XP Professional SP2	yes	550-660 ea	
Additional Software	n/a	n/a		
				<b>TOTAL</b>
<b>OPTION A</b>				
CPU Configuration	Lenovo ThinkCentre A61 #9169A2U Athlon 64 X2 4400+ 2.3 GHz, 1 GB-DIMM 240-pin-DDR II, 80GB Serial ATA 7200 rpm, CD-RW/DVD-ROM, keyboard, mouse	yes	550-660 ea	
Additional Hardware	+1 Gb Memory Kingston #KTM4982/1G	<b>yes</b>	550-660 ea	
OS Software	Windows XP Professional SP2	yes	550-660 ea	
Additional Software	MS Office 2007 Enterprise (OEM)	<b>yes</b>	550-660 ea	
				<b>TOTAL</b>
<b>OPTION B</b>				
CPU Configuration	Lenovo ThinkCentre A61 #9169A2U Athlon 64 X2 4400+ 2.3 GHz, 1 GB-DIMM 240-pin-DDR II, 80GB Serial ATA 7200 rpm, CD-RW/DVD-ROM, keyboard, mouse	yes	550-660 ea	
Additional Hardware	+1 Gb Memory Kingston #KTM4982/1G	<b>yes</b>	550-660 ea	
OS Software	Windows XP Professional SP2	yes	550-660 ea	
Additional Software	State Bar's own "Gold Installation Image" including Ms Office 2007, Adobe Acrobat Reader, IBM Client, etc. All licenses to be provided by the State Bar, do not include software licencing cost in bid amount.	<b>yes</b>	550-660 ea	
				<b>TOTAL</b>

**Submit this sheet in a separate sealed envelope with your proposal**

**TERMS AND CONDITIONS**

**ALL ORDERS FOR PURCHASES ("PURCHASE ORDERS") ISSUED BY STATE BAR OF CALIFORNIA, INCLUDING ORDERS APPEARING ON THE REVERSE SIDE, IF ANY, AND ANY SUBSEQUENT ORDERS, INCLUDING ORDERS COMMUNICATED VERBALLY, IN WRITING, OR TRANSMITTED ELECTRONICALLY VIA COMPUTER OR BY FACSIMILE OR BY ANY OTHER MEANS, SHALL BE GOVERNED BY THE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") BELOW AS APPLICABLE FOR THE PROVISION OF GOODS OR SERVICES OR GOODS AND SERVICES (COLLECTIVELY REFERRED TO HEREINAFTER AS "GOODS AND/OR SERVICES").**

1. **PURCHASE ORDER NUMBER:** PURCHASE ORDER Number assigned by State Bar must appear on all packing lists and invoices.

2. **INVOICES:** Vendor shall render separate invoices in duplicate, priced and extended, with applicable taxes separately shown, immediately following each and every shipment of goods and/or rendition of services. Invoices shall be directed to "Accounts Payable" of State Bar.

3. **SHIPMENT AND DELIVERY; PERFORMANCE OF SERVICES:** If any PURCHASE ORDER requires Vendor to ship goods, and the goods are not shipped in accordance with State Bar's direction and the instructions set out in the PURCHASE ORDER, Vendor shall pay to State Bar any excess cost resulting therefrom. In providing the goods and/or services required under this PURCHASE ORDER, time shall be of the essence.

4. **PAYMENT:** Unless otherwise agreed, invoices shall be paid within 30 days of receipt.

5. **PRICE:** If price is not stated in the PURCHASE ORDER, the goods and/or services provided shall be billed at the price last quoted, or billed at the prevailing market price, whichever is lower. In the event Vendor reduces its prices while any PURCHASE ORDER is pending, Vendor agrees to reduce the price of such pending PURCHASE ORDER correspondingly. Vendor warrants that prices shall be complete and shall include charges, if any, for shipping, taxes, insurance and installation.

6. **PATENT, SERVICE MARK, TRADEMARK AND COPYRIGHT:** Vendor expressly warrants that the goods and/or services delivered hereunder will not infringe any domestic or foreign patents, service marks, trademarks or copyright rights and agrees to indemnify and hold State Bar, its agents, employees, and officers, harmless from any expense, loss, cost, damage or liability, including attorneys' fees or costs, which may be incurred on account of infringement of such rights, and to defend, at Vendor's own expense, any action or claim in which such infringement is alleged, provided that Vendor is notified of such action or claims against State Bar. State Bar may be represented by and actively participate through its own counsel in any such suit or proceeding, if it so desires, and the cost of such representation shall be paid by Vendor. All creations resulting from Vendor's performance shall be owned exclusively by State Bar as a "work made for hire."

7. **TERMINATION:** State Bar may terminate the PURCHASE ORDER for its sole convenience, or for any other reason, in whole or in part, by verbal or written notice, including via facsimile or computer electronic transmission, at any time. If the PURCHASE ORDER is terminated for convenience, any claim of Vendor shall be settled on the basis of reasonable costs incurred in the performance of the PURCHASE ORDER. Vendor shall not be paid for any work done after receipt of notice of termination nor for any costs incurred by Vendor's suppliers or subcontractors which Vendor could have reasonably avoided.

8. **QUALITY:** Vendor expressly warrants that all goods and services furnished under any PURCHASE ORDER will conform to the specifications, drawings, samples or other description furnished or adopted by State Bar, and will be of good material and workmanship, free from defects, merchantable, fit and sufficient for the purpose intended. If the PURCHASE ORDER requires that Vendor render services, such services shall be performed with the degree of care, skill and diligence currently recognized as standard for the industry of Vendor's profession.

9. **SAFETY AND HEALTH; HAZARDOUS MATERIALS:** All goods and services, including any hazardous materials, provided by Vendor shall comply with the Occupational Safety and Health Act of 1970, and as amended, and all applicable federal, state and local laws, regulations and standards relating to health and safety.

10. **INSPECTION AND ACCEPTANCE:** State Bar may conduct an inspection at any time after receipt of goods and/or services. Vendor expressly waives any right to be relieved of its obligation to cure, correct or replace defective goods or workmanship, or to refund amounts paid by State Bar for defective goods and/or services, based upon any failure of State Bar to inspect the goods or workmanship within a reasonable period of time. Acceptance of the goods or workmanship by State Bar shall not release Vendor from any of its obligations and warranties hereunder. In no event shall payment be deemed to constitute acceptance.

11. **DEFECTIVE GOODS AND/OR SERVICES:** If any of the goods and/or services are non-conforming or fail to meet the warranties and requirements contained in Paragraphs 6, 8 or 9, Vendor, upon notice thereof from State Bar, shall promptly correct or replace the same at Vendor's expense. If Vendor shall fail to do so, State Bar may cancel any PURCHASE ORDER, including any remaining balance thereof, and Vendor shall promptly refund to State Bar any payment made by State Bar for such goods and/or services. After notice to Vendor, any goods will be held at Vendor's risk. State Bar may return such goods to Vendor at Vendor's risk, and all transportation charges, both to and from the original destination, shall be paid by Vendor. The remedies provided herein to State Bar shall be in addition to any other remedies that State Bar may have under the TERMS AND CONDITIONS or existing law.

12. **INDEMNITY:** Vendor shall indemnify, defend and hold State Bar harmless from and against all damages, liability, claims, losses and expenses, including attorneys' fees and costs, arising out of, or resulting from, any defect in the goods and/or services purchased under any PURCHASE ORDER or from any act or omission of Vendor, its agents, employees or subcontractors.

13. **INSURANCE:** All Vendors shall maintain comprehensive business automobile liability insurance, including owned, non-owned, leased and hired vehicles, with at least

\$500,000 combined single limit and workers' compensation and employer's liability coverage. Vendors of goods shall maintain commercial general liability insurance with a minimum general aggregate limit of \$500,000. Vendors of services or of goods and services shall maintain commercial general liability insurance with a minimum general aggregate limit of \$1,000,000. At the discretion of State Bar as to necessity for, coverage and amount, Vendors of goods or of goods and services may be required to maintain umbrella liability coverage and Vendors of services or of goods and services may be required to maintain professional liability insurance. All insurance required shall be issued by insurance companies acceptable to State Bar. If requested by State Bar, Vendor shall submit certificates of insurance evidencing Vendor's coverage and providing for 30 days prior written notice to State Bar of any cancellation or material change in the terms of the policy.

14. **INDEPENDENT CONTRACTOR STATUS:** Vendor is, at all times, an independent contractor, and is not the agent, employee, joint venturer or partner of State Bar. Vendor undertakes sole responsibility for its employees and has exclusive liability for the payment of federal, state and local taxes and contributions therefor.

15. **CONFIDENTIALITY; ADVERTISING:** Vendor shall consider all information furnished by State Bar to be confidential and shall not disclose any such information to any person, or use such information for any purpose other than in connection with fulfilling its obligations under the PURCHASE ORDER. Vendor shall not advertise or publish the fact that State Bar has contracted with Vendor without State Bar's written consent.

16. **APPLICABLE LAWS:** Vendor shall comply with all applicable federal, state and local laws, regulations, rules and ordinances and agrees upon request, to furnish State Bar a certificate to such effect and in such form as State Bar may from time to time require.

17. **VENDOR'S ACCEPTANCE:** Acceptance by Vendor of any PURCHASE ORDER is limited to the provisions set forth therein and to the TERMS AND CONDITIONS. Any additional or non-identical provisions in Vendor's acceptance are deemed objected to and are not valid.

18. **CHANGES/MODIFICATIONS:** No changes or modifications in the TERMS AND CONDITIONS shall be valid except upon State Bar's written authority. State Bar may make changes or modifications in the provisions of any PURCHASE ORDER and such changes or modifications must be authorized by State Bar in writing, except as provided in the next sentence. State Bar reserves the right to make changes or modifications in the provisions of any PURCHASE ORDER without a written authorization provided that, such changes or modifications do not cause the price of the PURCHASE ORDER to increase or decrease in excess of \$100, or cause a change in the delivery date of the goods and/or services.

19. **NON-WAIVER; ENTIRE CONTRACT:** State Bar's failure to insist on performance of any of the TERMS AND CONDITIONS or the provisions of the PURCHASE ORDER, or to exercise any right granted thereunder, or State Bar's waiver of any breach by Vendor shall not, thereafter, be deemed a waiver of any right of State Bar. The provisions set forth in any PURCHASE ORDER, together with the TERMS AND CONDITIONS, constitute the final and entire contract, superseding all other written or oral agreements, express or implied.

20. **ASSIGNMENT:** Vendor shall not assign or transfer the PURCHASE ORDER or any interest therein or monies payable thereunder without the written consent of State Bar, and any assignment made without such consent shall be null and void.

21. **REMEDIES:** No remedy herein provided shall be deemed exclusive of any other remedy allowed by law. State Bar shall be entitled at all times to set off any amount owing at any time from State Bar to Vendor in connection with any defective or nonconforming goods, workmanship or services provided by Vendor, or any other claim against Vendor that State Bar may have under the TERMS AND CONDITIONS herein.

22. **GOVERNING LAW; SEVERABILITY:** The TERMS AND CONDITIONS and the provisions of any PURCHASE ORDER shall be construed according to the laws of the State of California. If any provision of the TERMS AND CONDITIONS or of any PURCHASE ORDER is held to be invalid or unenforceable, that provision shall be construed to have the broadest interpretation which would make it valid and enforceable. Invalidity or unenforceability of one provision shall not affect any other provision of the TERMS AND CONDITIONS or of any PURCHASE ORDER.

23. **FORCE MAJEURE:** State Bar shall not be held responsible for acceptance of all or any part of the goods and/or services tendered by Vendor in the event of government action, statute, ordinance or regulation, civil disorder, strike or other labor trouble or the probability of strike or other labor trouble, acts of God, fire or other incidents or emergencies outside of State Bar's control which shall make such acceptance impossible, illegal or impractical.

24. **ANTI-DISCRIMINATION; EQUAL OPPORTUNITY:** It is the policy of the State Bar that in connection with all purchasing of goods and/or services that there will be no discrimination against anyone engaged in providing goods and/or services because of race, color, ancestry, gender, sexual orientation, national origin, age, medical condition, disability or religious creed and, therefore, as a condition of contracting with State Bar, Vendor agrees to comply with all applicable laws relating thereto. State Bar also promotes equal opportunity for minority and women-owned businesses in its contracting and procurement.

25. **TERM:** These TERMS AND CONDITIONS shall be valid and enforceable as to any PURCHASE ORDER issued by State Bar until such TERMS AND CONDITIONS are revoked in writing by State Bar.