

# REQUEST FOR PROPOSAL



*Revisions highlighted in red.*

This document is a Request for Proposal (“RFP”) for a Telephony Refresh Project—communication equipment and associated service contracts. The State Bar of California is seeking proposals for the installation of a new unified communications platform that will support their offices throughout the state, and has retained Communication Strategies (Consultant), an independent technology consulting firm, to assist in design, and vendor selection for the proposed project.

The State Bar will host a vendor pre-bid conference on August 17, 2011, at 10:00 am in its Conference Room 4AB at 180 Howard Street, San Francisco California to discuss this request in detail. **Attendance is mandatory for all vendors intending to submit a proposal.** The building is located at the corner of Howard and Main streets, 2 blocks south of Market Street and conveniently located close to BART, Muni and other public transportation. The State Bar has no parking facility at this location, only street and nearby lot parking is available.

Interested vendors must submit a signed Non-Disclosure Agreement in advance of this pre-bid conference in order to receive the additional confidential and proprietary intellectual property regarding existing installations (Attachment F--submit to the contact below).

Please submit 7 physical hard-copies and 2 electronic soft-copies (CD) of your proposal no later than 5 p.m. on September 14, 2011 to:

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

Attn: Cathy Schoenfeld  
IT/Telecommunications  
415-538-2424  
[cathy.schoenfeld@calbar.ca.gov](mailto:cathy.schoenfeld@calbar.ca.gov)

## I. INTRODUCTION

The State Bar of California (“the State Bar”) created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The primary purpose of the State Bar is to serve as

an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The State Bar Act and California court rules vest in the State Bar the duty to regulate the legal profession, formulate and elevate educational and professional standards, raise the quality of legal services, advance the science of jurisprudence, and aid in the improvement of the administration of justice. The State Bar's guiding mission is *To Preserve and improve our justice system in order to assure a free and just society under the law.*

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's programs are financed primarily by fees paid by attorneys and applicants to practice law. The State Bar has over 230,000 members, making it the largest unified state bar in the country. The State Bar has offices located in Los Angeles and San Francisco. For more than 80 years, The State Bar of California has shaped the development of the law, regulated the professional conduct of the state's lawyers and provided greater access to the justice system for all citizens. More information about the organization can be found at <http://www.calbar.ca.gov/AboutUs.aspx>.

## **II. STATEMENT OF WORK**

The State Bar has a legacy Siemens Rolm 9751 PBX platform that needs to be replaced. Centigram voice mail systems are installed at the two offices with significantly complex Automated Attendant Menu Trees that callers use to access information. Call Center (ACD) applications reside in each office serving different departments, and reporting is generated through multiple systems. Full details of the existing systems, features and connections as well as the required/desired features for the replacement system can be found in Attachment C: Telecommunications Platform Detail, developed by Communications Strategies.

Procedural requirements are detailed in this RFP document, with equipment-system-support issues detailed as noted above in Attachment C. Both documents should be reviewed in order to engineer a solution that is fully compliant. For the Vendor's convenience, most sections of the attachment have a sub-section x.1 where the State Bar's Specific Requirements are summarized. Remaining sub-sections of the RFP ask general questions regarding the functionality and architecture of the solution being quoted. The best RFP responses are specifically addressed to a particular customer's requirements and demonstrate a fit between those requirements and the solution's strengths. It is best to limit your responses to explanations of your architecture specific to this RFP, highlights of your strengths in areas that we feel are important, and explanations for any non-compliance.

The submission of a proposal shall be an indication that the bidder has investigated and fully satisfied themselves as to the site conditions that will be encountered, and the scope of the work to be performed. The pricing provided by this proposal is all-inclusive pricing for the turnkey installation of the solution proposed.

To avoid any misunderstanding (where it is assumed that a feature is included in the base pricing and turns out to be an optional, extra cost feature), any question answered “Comply” in your response will be considered included at no additional cost. Any service that is referred to in the body of this response and its attachments will be considered included in the basic offer, and pricing, unless the vendor specifically refers to the service as optional and provides pricing.

This RFP, your response to the RFP, addenda, appendices, attachments and your final scope of work will be incorporated into the final contract as indicative of the overall scope of work under which you are awarded the contract (and as a material inducement for the State Bar to enter into contract), further defining the contractual responsibilities of the Vendor.

### **III. GENERAL INFORMATION**

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 120 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

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

#### **A. Submission Requirements**

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

1. A brief description of the history and organization of the bidder’s firm, and of any proposed subcontractor. Bidders must submit Attachment B: Vendor Business Summary Questionnaire electronically in native .xls format to [andrew.conover@calbar.ca.gov](mailto:andrew.conover@calbar.ca.gov) by the due date specified on page one.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year’s annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data.
4. Qualifications, background and experience of the project director and other staff proposed to work on the project.

5. A general description of the equipment, techniques, approaches and methods to be used in completing the project. Bidders must submit Attachment C: Telecommunications Platform Detail complete with writtend responses to each section in space provided.
6. An itemized Bill of Materials, including detailed part/model numbers and quantities of each. Line item pricing is not required on this form.
7. System specifications by location. Bidders must submit Attachment D: Site Summary and must state whether the response complies with each requirement and desired capacity. "Spares" noted on Schedule B do not require a user license as they will either be for internal stock, or used in conjunction with a deskphone.
8. New system requirements. Bidders must submit Attachment E: New System Requirements Summary, listing desired features and functionality (in addition to this RFP document) of the system, including features that are either "Required" (should be included in vendors base pricing to be compliant), "Should Have but Optional" (highly desired but should be priced as an option if it is an optional cost item), "Nice to Have" (desired but unlikely to be purchased if it is an extra cost item), or "None" (feature not desired). See attachment for specific instructions.
9. A detailed cost proposal. Bidders must submit Attachment A: Itemized Cost Proposal electronically in native .xls format to [andrew.conover@calbar.ca.gov](mailto:andrew.conover@calbar.ca.gov) by the due date specified on page one.

Bid pricing will include the following conditions:

- a. Vendor will supply all servers and operating platform (including Windows if required) for ALL applications proposed.
- b. Vendor must include charges for all hardware and labor required to connect all components, all design charges, Telco interface hardware, cross-connects and wiring harnesses to support analog trunks/stations, rack mounting hardware, taxes, duties, shipping, travel and training charges.
- c. All hardware, software and installation must include a minimum of a 1 year replacement warranty including onsite labor, if needed. The cost of this warranty/maintenance should be included on Attachment A, where indicated.
- d. Maintenance charges for years 2-5 should be calculated on the fully installed solution (not including optional items that are presented below the total line). Pricing quoted on Attachment A should reflect

any combination of Manufacturer and Vendor maintenance required to meet the requirements of this RFP. **The State Bar prefers to enter into a three-year maintenance agreement with 2 each, 1-year renewal options for years four and five. The total 5-year calculated cost will be used for proposal scoring purposes. The annual maintenance fee would be due each year on the contract's anniversary date for the upcoming year's service.**

- e. The State Bar expects to perform minor software release upgrades of the systems as required for maintenance compliance, and as needed to fix bugs and security issues. Vendor should include software bug fixes and minor release updates for 5 years in their proposed equipment or maintenance cost. These software upgrades will be performed by the State Bar, and no additional labor needs to be added by the Vendor to support these upgrades.
- f. The State Bar expects to perform major release upgrades of the systems every couple of years in order to take advantage of newer features and functionality. Vendor is required to provide pricing to upgrade all major components of the response (PBX, Voice Mail, ACD, Reporting, routers, switches, etc.) to a current version of software after year 3. If the manufacturer has not specified this price, Vendor should provide the cost to upgrade from the software version available on the equipment 3 years ago, to the version available today. If the systems have not existed for 3 years, please use the price of the last major x.0 upgrade on the software. The price should include the Vendor's labor charge for installing and testing the upgrade to all systems and any required hardware upgrades. If the Manufacturer includes major release software upgrades in the proposed maintenance, Vendor should just include labor charge for installing and testing the upgrade. If software upgrade subscription is separately priced, Vendor should include the cost of 3 years of software upgrade support in order to perform the required upgrade in year 3.

As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.

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

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The State Bar's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

## **B. Rejection of Proposals**

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

Immaterial deviations may cause a bid to be rejected. The State Bar may or may not waive an immaterial deviation or defect in a proposal. The State Bar's waiver of an immaterial deviation or defect will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

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

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

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

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

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

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

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

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

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

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
  - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (5%).
  - b. Agreement with the State Bar's contracting requirements (5%).
  - c. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, including experience in the design and implementation of similar telecommunications systems and technologies, vendor reputation, and ability to provide a structured, organized implementation and warranty maintenance support that meets client requirements. (20%).
  - d. System technology, including functionally efficient feature set and fault tolerant system architecture. Manufacturer track record, overall reputation, market position and R&D investment (35%).
  - e. The financial viability of the bidder (5%).
  - f. The total cost of the proposal solution, including the initial purchase, as well as the ongoing maintenance and servicing of the system. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume (30%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above. Interviews and/or product demonstrations

may be conducted with one or more Vendors as part of the final selection process. Vendors are advised that the State Bar, at its option, may award a contract strictly on the basis of the initial proposals.

**D. Award and Execution of Contract**

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about October 26, 2011 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by November 2, 2011. The evaluation team will select a winning proposal subject to approval by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

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

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

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to [andrew.conover@calbar.ca.gov](mailto:andrew.conover@calbar.ca.gov).

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

**E. Errors in the RFP**

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

If prior to the date fixed for submissions, a bidder knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the bidder shall



bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

**F. Questions Regarding the RFP**

Questions regarding the RFP may be addressed in person at the vendor pre-bid conference on August 17, 2011 at 10:00 am in the State Bar Conference Room 4AB at 180 Howard Street, San Francisco. Questions after this conference may be addressed in writing to Cathy Schoenfeld at [cathy.schoenfeld@calbar.ca.gov](mailto:cathy.schoenfeld@calbar.ca.gov). All questions must be submitted no later than 8 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

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

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

**G. Addenda**

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

**H. Withdrawal and Resubmission/Modification of Proposals**

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

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

**I. Protest Procedure**

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

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

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

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

Attention: Peggy Van Horn, Chief Financial Officer

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

**J. News Releases**

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

**K. Disposition of Materials**

All materials submitted in response to an RFP will become the property of the State Bar of California and will be returned only at the State Bar's option and at the expense of the bidder. One copy of each proposal will be retained for the State Bar's official files and become a public record. Specific limited pages of a

proposal, not including proposed cost and compensation, may be marked as proprietary and confidential. The entire proposal cannot be deemed confidential. The bidder's consent will be requested before release of such confidential pages to non-State Bar personnel. By submitting a proposal, a bidder agrees to these terms and waives any right to pursue a cause of action for damages incurred as a result of the release of any information contained in a proposal.

#### **IV. CONTRACTING REQUIREMENTS**

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

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

##### **A. Time of Essence**

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

The parties agree that it will be impractical and extremely difficult to fix the actual damage from a breach of the obligation to complete the work within the specified period, and therefore, agree that two hundred fifty dollars (\$250) per day will be presumed to be the amount of damages sustained for any delay.

##### **B. Warranties and Representations**

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor represents and warrants that none of its work performed under this Agreement will infringe on the rights of third parties. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty. If any of Vendor's work is found to be infringing, Vendor will correct the work to be non-infringing at no charge to the State Bar.

Neither "sign-off" of operational readiness by State Bar of California or its representatives nor partial or full payment by State Bar of California to the Vendor shall relieve Vendor of liability in respect to any express or implied warranties, or responsibility for faulty materials, workmanship, or code violations in labor or material supplied by the Vendor.

**C. Seismic Requirements**

All systems, equipment, and materials proposed must be designed and installed to meet Universal Building Code (UBC) requirements for seismic protection. Vendor must certify that all work performed as a part of this agreement will conform to the codes and other seismic requirements and regulations for the locality being installed.

**D. Single Point of Contact**

Vendor will act as a single point of contact for all installation/warranty/maintenance issues related to all equipment provided under this contract. Vendor will not refer customer to the manufacturer of the equipment for resolution of any service issues. Vendor will coordinate response between the suppliers of all hardware/software that the Vendor has provided under this contract. Vendor will provide best effort in resolving issues unrelated to the equipment they provided but integrating with the equipment they have provided .

**E. Equipment, Tools, Supplies**

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

**F. Indemnity Obligations of Vendor**

Vendor will indemnify and defend the State Bar (including its Board of Governors, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor; (ii) all products and services prepared by or for Vendor hereunder and provided to State Bar; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor's business or any of its products or services provided to State Bar; (iv) any breach by Vendor of any statutory or regulatory obligation; (v) the actual or alleged infringement by Vendor of any patent, copyright, trademark or other proprietary right of any person or entity; and/or (vi) any act or omission of Vendor, its employees, agents or subcontractors.

## **G. Insurance Obligations of Vendor**

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

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

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

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If the Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said

restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

## **H. Termination**

1. **At Will.** The agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor prior to the yearly anniversary of the contract effective date. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.
2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c)

failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

**I. Confidentiality and Publicity**

The Vendor will retain all 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 this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

**J. Compliance with Laws**

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

**K. Assignment/Subcontracting**

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

The Vendor will clearly describe the reason for using any subcontractors, the specific role each subcontractor will play in the project, and the relationship between the Vendor and its subcontractor to be maintained during the term of this agreement. No subcontract will be approved unless the Vendor provides a written guarantee that the Vendor's firm will be contractually obligated to assume all project responsibilities and the insurance requirements set forth above.

**L. General Provisions**

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such

party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.

2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

## V. REFERENCE FILES

Please submit the following completed files in the native (editable) file formats as shown. The NDA form needs to be submitted in advance of the pre-bid conference, or no later than the conference itself.



- A. Attachment A – Itemized Cost Proposal (MSExcel-locked)**
- B. Attachment B - Vendor Business Summary Questionnaire (MSExcel-locked)**
- C. Attachment C - Telecommunications Platform Detail (MSWord)**
- D. Attachment D – Site Summary (MSExcel-locked)**
- E. Attachment E – New System Requirements Summary (MSExcel-locked)**
- F. Non-Disclosure Agreement (Acrobat)**