

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Audiovisual Systems Equipment.

The State Bar of California is seeking proposals for purchase, delivery and installation of Audiovisual (“AV”) Systems Equipment for their offices in the newly purchased office building at 845 South Figueroa Street, Los Angeles California. Qualified Audiovisual System Integrators (“Bidders”) are requested to provide bids to supply the equipment and related services as outlined in this document.

Bidders shall have a minimum of six (6) years of experience with the design, engineering, assembly, installation and support of both audiovisual and production systems of similar or greater complexity to those identified in this Request for Proposal. Bidders shall maintain permanent fabrication, service and support facilities within (60) miles of the Project site. See section II.C. for additional *Minimum Qualifications*.

The State Bar of California will host a mandatory vendor pre-bid conference **on September 10, 2013 at 10:00 a.m.** in its 7th floor Board Room at 1149 S. Hill Street, Los Angeles California to discuss this request in detail. The lead engineer and project manager that will be involved in the project must be the attending representatives for each bidder. Attendance is mandatory for all vendors intending to submit a proposal.

Bidders must submit five (5) hard copies of their proposal and one (1) electronic copy with all the required forms and attachments no later than 4:00 p.m. on September 24, 2013 to:

PlanNet Consulting
2850 Saturn St. Suite 100
Brea, CA 92821
Attn: Gislene Weig
714-982-5850
gweig@plannet.net

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 California Constitution, the State Bar Act, and California Rules of Court 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 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, 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 by fees paid by attorneys and applicants to practice law. The State Bar has over 242,000 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

A. Project Scope

The building is a five-story office building constructed in 1970, and has undergone a complete base building renovation. Tenant improvements are now in progress. The State Bar will occupy approximately 110,000 square feet of their new building, including:

1. A portion of the first floor (approximately 4,000 RSF) which will serve as the State Bar's visitor reception and security screening area (also known as Reception 100).
2. Full floors 2, 3, 4 and 5 (approximately 107,000 RSF), consisting of training room, standard conference rooms, conference center with five (5) divisible / combinable conference rooms, four (4) court rooms and additional audiovisual system headend rooms for the conference center and court rooms.
3. Twenty-seven (27) total separate AV spaces in the project:
 - a. Reception 100, 2nd floor conference center entrance, SBC Lobby 351 (qty 3)
 - b. Conference Rooms 203, 324, 458, 507, 531, 539, 549 (qty 7)
 - c. Huddle Room 228 (qty 1)
 - d. Second Floor Conference Center Rooms A-236 and B-235 (qty 2)
 - e. Second Floor Conference Center Rooms C-234 through G-230 (qty 5)
 - f. Conference Center Headend Equipment Room 237 (qty 1)
 - g. Large Courtroom 313 (qty 1)

- h. Small Courtrooms 314, 315, 316 (qty 3)
- i. AV Headend Equipment Room 321 (qty 1)
- j. Conference rooms 422 / 423 (single / divisible) (qty 2)
- k. IT Training Room 560 (qty 1)
- l. Lunch Room 521 (qty 1)

B. Project Schedule and Milestones

All bidders are responsible to review, and comply with deliverable dates listed below:

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|----|--|--------------------|
| 1. | Mandatory Pre-Bid Conference | 9/10/13 |
| 2. | Request for Information (“RFI”) Period | 8/30/13 to 9/11/13 |
| 3. | RFI responses by PlanNet | 9/17/13 |
| 4. | AV Proposals Due | 9/24/13 |
| 5. | Notice of Intent to Award | 10/7/13 |
| 6. | AV construction complete | 12/24/13 |

C. Minimum Requirements for Participation

The State Bar has utilized the Services of PlanNet Consulting Inc. to evaluate determine minimum requirements appropriate for audiovisual integrators, based on the following criteria:

- 1. A detailed brochure describing its capabilities in terms of facilities, personnel, experience background, examples of similar installations, distribution arrangements with manufacturers and financial capability (including satisfaction of any project bonding requirements).
- 2. Proof that contracting firm has at least six (6) years’ experience in the fabrication, assembly, and installation of audiovisual systems of similar magnitude and quality as specified herein.
- 3. Proof that the contracting firm has a permanent fabrication, service and support facility within sixty (60) miles of the Project site.
- 4. Credentials of supporting staff who have received current factory certifications from any/all equipment manufacturers whose franchise agreements require it and who meet the following qualifications:
 - a. The supervisor of the work of this section shall have at least five (5) years direct professional experience with devices, equipment, and system installation of the type and scope specified herein.
 - b. All personnel engaged in the installation of this Section shall have at least three (3) years direct experience with devices, equipment, and system installations of

the type and scope specified herein.

- c. In addition, current staff member must have certifications CTS, CTS-D, CTS-I (all certifications by InfoComm).
5. Credentials of Control System Programmer:
 - a. The AV Contractor shall employ a control system programmer certified by the control system manufacturer. (i.e. AMX) shall be able to provide proof of certification.
6. Be able to provide credentials from manufactures for installing, programming and servicing the following type of systems.
 - a. AMX Digital Media control and switching DVX systems.
 - b. Listen Wireless Digital Conferencing system.
 - c. JAVS digital capture system for Courtroom AV systems
 - d. Biamp Tesira, Audiaflex, Nexia systems

III. SUBMITTAL AND AWARD PROCESSING GUIDELINES

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 180 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 direct or indirect contact with 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, prefaced by a table of contents, referenced by number and in the order below.

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant

financial data. Bidders must submit ***Attachment B: Vendor History Questionnaire*** electronically in native .xlsx format per instructions below.

4. Bidders shall submit information and client references for no less than three (3) similar projects successfully undertaken and completed by the Bidder within the last three (3) years. The State Bar reserves the right to request a guided tour of any of the completed projects presented by the Bidder, to be scheduled, coordinated and conducted by the Bidder. The following information shall be provided regarding each project presented:
 - a. Project name and location
 - b. Client/Owner reference, including contact name and telephone number
 - c. Project Architect, including contact name and telephone number
 - d. Total project contract value and duration
 - e. Description of the project and summary of the AV system scope
 - f. Photograph(s) of the completed installation
5. Qualifications, background and experience of the project director and other staff proposed to work on the project. Bidders shall submit resumes for key personnel proposed for the Work. As a minimum, this shall include the Project Principal, Project Manager, Lead Engineer, Senior Installation Technician (Field Foreman), Senior Bench Technician (Shop Foreman) and Service Manager. Resumes shall identify each individual's technical qualifications, years with the firm and specific project experience. Bidders shall submit resumes and qualifications for their chosen Audio and Control programmer. If this entity is a third party, the Bidder must provide resumes and qualifications for that entity as a part of the bid package.
6. A general description of the techniques, approaches and methods to be used in completing the project.
7. A description of the chronology for completing the work, including a time line and deadlines for each task. Bidders shall submit a proposed project implementation schedule demonstrating the ability of the Bidder to deliver the Work within the overall Project Schedule. At a minimum this proposed schedule shall identify the following milestone dates:
 - a. Purchase order deadlines for long lead equipment items
 - b. Shop drawing submittal deadline for Owner approval
 - c. Deadlines for comments or approval of shop drawings
 - d. Infrastructure install start date and observation dates
 - e. On-site cable pull start date
 - f. Off-site equipment fabrication start date
 - g. Off-site equipment inspection and test date (prior to site delivery)
 - h. Substantial completion date

- i. Final commissioning date
 - j. Training period
8. Bidders shall provide within their bid packages the following Inspection and Commissioning Quality-Control checklists and testing criteria for review and approval process. The Contractor must be able to verify and demonstrate for the Consultant that the installed AV systems meet or exceed all the performance requirements contained within these lists:
 - a. Rack Inspection Checklist
 - b. Testing and Performance Criteria (including calibration tolerances, RTA curves, signal to noise ratios, video-teleconferencing DSP configurations, etc)
 - c. Substantial Completion Checklist.
 - d. Commissioning Checklist
9. Bidders shall submit a Basic Warranty Statement confirming the terms and conditions of the coverage provided under the Bidder's Basic Warranty (as defined in ***Attachment C: AV Requirements***), and clearly identifying any exclusions affecting the Basic Warranty of the AV system. Bidders shall confirm that this Basic Warranty coverage is included in the Bidder's Bid Price. Bidders shall additionally submit detailed information and pricing related to any Enhanced/Extended Warranty and/or Maintenance Support programs offered by the Bidder. Pricing related to such Enhanced Warranty and/or Maintenance Support programs shall not be included in the Bidder's Bid Price.
10. A detailed cost proposal using supplied pre-formatted ***Attachment A: Itemized Cost Proposal***. Bidders must submit electronically in native.xlsx and PDF format per instructions below. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in [Section 17030](#) of the Business and Professions Code. 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.
11. A written acknowledgement of the acceptance of the Contracting Requirements set forth in this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

B. Submission Requirements Format Summary

Proposals should be prepared simply and economically, providing a straightforward and concise description of the AV Integrator's ability to meet the requirements of this RFP. Emphasis should be on completeness and clarity of content.

1. Deliver 5 physical hardcopies to the attention of Gislene Weig , c/o PlanNet Consulting no later than 4 p.m. September 24, 2013. Each set should include all attachments requested, including copies of the electronic attachments itemized below.
2. Deliver electronically with above (one set--CD-ROM, DVD, or USB flash drive) a PDF version of the entire proposal, **and** the following, in native unlocked format:
 - a. *Attachment A-Itemized Cost Proposal* (.xlsx)
 - b. *Attachment B: Vendor History Questionnaire* (.xlsx)

Proposals that fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. The State Bar, solely upon its own discretion, will judge vendors on their overall compliance, and may judge a vendor to be materially compliant, even if that vendor is non-compliant to a particular requirement of the RFP.

If specific submission requirements are particularly large and self-contained they may be included in a separate appendix rather than in the body of the proposal. Submittals should not direct the evaluation team to general brochures, marketing materials or websites to obtain information related to the specific submission requirements; submittals that utilize references to external materials as an answer will be considered non-responsive.

Submittals should provide straightforward and concise information that fulfill the requirements of the RFP. Emphasis should be placed on brevity, conformity to the State Bar's instructions, and completeness and clarity of content. Proposals should not include generic promotional materials and graphics that increase page count and PDF file size without addressing substantive content. Hard copy brochures and marketing materials may be included as a supplement if desired.

C. 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.

D. 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, 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; 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 Audiovisual Integrator's technical ability, financial viability, capacity, and flexibility to perform the contract in a timely manner, on budget, and to the State Bar's standards of professionalism and customer service, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar. (45%).
- d. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (45%).

E. 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 7, 2013 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 October 14, 2013. 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 content in this RFP creates, nor construes to create, any contractual relationship between the State Bar and any bidder/vendor. The State Bar makes no commitment by virtue of this RFP, to receive or review of any responsive proposals or participate in any related discussions, and shall have no obligation, to enter into any business relationship or agreement to purchase any services or supplies from any bidder/vendor. The State Bar reserves the right to withdraw this RFP by written notice, to reject any oral offers and to reject any offers submitted in response to this RFP. The State Bar shall incur no liability to bidders/prospective vendors by such withdrawal, rejection or acceptance. The State Bar further reserves the right to accept offers from one or more bidders/vendors. The State Bar shall not be responsible or liable for incurred by any bidder responding to this RFP. The State Bar shall not be responsible for

costs, expenses, risks or any financial losses whatsoever, including, without limitation, losses incurred by bidder in responding to this RFP.

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.

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

F. 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.

G. Questions Regarding the RFP (RFIs)

Questions/RFI may be addressed in writing electronically to Gislene Weig, PlanNet Consulting at gweig@plannet.net. All questions must be submitted no later than 5:00 PM September 11, 2013. Responses to all RFIs received by this due date shall be provided electronically by the specified due date as a single written response to all Bidders. RFIs submitted by Bidders after the due date shall not be considered or responded to unless it is determined by the State Bar

that the matter raised has a critical impact on the requirements of the Request for Proposal or the bidding process.

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 5 days before the deadline for submitting proposals.

H. Addenda

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

I. 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.

J. 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.

K. News Releases

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

L. Disposition of Materials

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

IV. CONTRACTING REQUIREMENTS

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

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

A. Time of Essence

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

B. Warranties and Representations

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

C. Indemnity Obligations of Vendor

Vendor will indemnify and defend the State Bar (including its Board of Trustees, 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.

D. 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.

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: General Services, 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.

E. Termination

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

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

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

F. 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.

G. 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.

H. 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.

I. 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, (a) acts of God or public enemy, (b) acts of the government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) embargoes, (i) earthquakes, and (j) 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 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 will 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 will survive the merger of this provision into any judgment on this agreement.
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.

Attachment A: Itemized Cost Proposal

[copies available at <http://www.calbar.ca.gov/AboutUs/BusinessOpportunities.aspx>]

Attachment B: Vendor History Questionnaire

[copies available at <http://www.calbar.ca.gov/AboutUs/BusinessOpportunities.aspx>]

Attachment D: Reference Drawings

[copies available from: gweig@plannet.net]

Attachment E: Specifications

[copies available from: gweig@plannet.net]