



**REQUEST FOR PROPOSAL
COLOCATION HOSTING AND SERVICES**

March 23, 2010

Virginia State Bar

707 E. Main Street, Suite 1500
Richmond, VA 23219-2800
Phone: 804/775-0500
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REQUEST FOR PROPOSAL (RFP)

Issue Date: **March 23, 2010**

RFP# **VSB 10-102**

Title: **Colocation Hosting and Services**

Commodity: **Computer Consulting Service**

Issuing Agency: **Virginia State Bar**
707 E. Main Street
Suite 1500
Richmond, VA 23219-2800

Proposals Will Be Received Until **4:30 p.m., April 12, 2010**, For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: **William Dickinson, Information Technology Director, Virginia State Bar, 707 E. Main Street, Suite 1500, Richmond, Virginia 23219-2800, dickinson@vsb.org**.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Offeror:

Date: _____

By: _____

(Signature)

Name: _____

(Please Print)

_____ Zip: _____

Title: _____

Phone: (_____) _____

E-mail: _____

I. Purpose

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for colocation hosting and support. The Virginia State Bar ("VSB") wishes to establish a colocation site with an entity who has demonstrated a capacity to house and maintain servers and computer equipment in support of VSB COOP.

II. Background

About the Virginia State Bar:

The Virginia State Bar (VSB) was created in 1938 by the General Assembly as an administrative agency of the Supreme Court of Virginia. The creation of the agency unified Virginia's lawyers in a mandatory state bar. The VSB is governed by its Council. Council members are elected or appointed from every judicial circuit in the Commonwealth.

The mission of the Virginia State Bar, as an administrative agency of the Supreme Court of Virginia, is to regulate the legal profession of Virginia; to advance the availability and quality of legal services provided to the people of Virginia; and to assist in improving the legal profession and the judicial system. The Virginia State Bar is organized to support its mission and core business functions. The total VSB personnel count is 90; 76 are located in Richmond at 707 E. Main Street, and 14 staff members' telework from various locations throughout the state.

III. STATEMENT of Need

It is the intent of the VSB to contract with a vendor for colocation services that will host VSB supplied information technology equipment in a secure SAS 70 compliant environment. Preference will be given to the colocation sites within a reasonable distance of the VSB office in downtown Richmond.

IV. Requirements

The Offeror shall answer yes or no to the “Meets Requirements” questions and note any details or explanations for each in Table 1 - Colocation Requirements Questionnaire below.

Category	Requirements	Meets Requirements? Yes or No	Details or Explanations
1. Compliance with regulations	a. SAS 70 Certified		
	b. Licensed with any Federal, State, or local regulations for hosting disaster recovery or colocation site		
	c. SLA guarantees 99.99% uptime for all systems.		
2. Supporting environment: Power, HVAC, Grounding	a. 20A/120V AC Circuit - 20A 120VAC UPS. Maximum utilization 80% of rated capacity (16Amps).		
	b. Multiple UPS units		
	c. Emergency Power off switch.		
	d. Redundant PDUs.		
	e. Multiple Power Grids.		
	f. Generator systems supplied by fuel tanks with fuel capacity for 2 days of operations.		
	g. Generators are appropriately maintained and test run on monthly basis.		
	h. Redundant conditioned power for each rack/cabinet.		
	i. Dual Cooling systems (n+1 redundancy).		
	j. Adequate multi-zone air conditioning using industry best practices air management.		
	k. Dual grounding protection.		
	l. Zone based detection and suppression.		
	m. Pre-action sprinklers.		
	n. Heat/Smoke Detectors.		
	o. Under the floor water detectors.		
	p. Dry pipe suppression system.		

3. Security/Monitoring/Access	a. Video Surveillance on all entrances/exits		
	b. 7/24 Guards		
	c. Biometric, card and PIN access		
	d. Mantrap access		
	e. 24/7/365 customer access		
4. Structural/General	a. Tornado/Seismic/Flood Reinforced building		
	b. 18-24" Raised floor		
5. Rack	a. 1/2 Cabinet rack storage space. 20 rack units of useable space. Steel frame cabinet with adjustable mounting rails. Front and rear locking doors.		
	b. Rack to be provided by, and installed by Offeror.		
6. Cabling/Network	a. Redundant network infrastructure		
7. Internet/Telco connectivity	a. Ability to provide high speed internet connection, provide a pricing schedule of a minimum of 1Mbps to 100Mbps.		
	b. Managed Internet service from two ISP's. Scalable speed, so that at time of disaster, an immediate increase of bandwidth can be provided.		
	c. Bandwidth monitoring and reporting via web portal.		
	d. Internet Bandwidth burstable - Assign VLAN with a /28 of IP addresses includes allocation of new VLAN with a /28 of IP addresses and 8 IP addresses		

Table 1 - Colocation Requirements Questionnaire

V. Proposal Preparation and Submission Instructions

A. General Requirements:

1. RFP Response:

In order to be considered for selection, Offerors must submit a complete response to this RFP. One original and three copies of the proposal must be submitted to the Virginia State Bar. No other distribution of the proposal shall be made by the Offeror.

2. Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the Virginia State Bar requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected by the Virginia State Bar. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
- c. Proposals should be organized in the order in which the requirements are presented in Table-1 of the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross references the RFP requirements. Information that the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
- d. Each copy of the proposal should be contained in a single binder where practical. All documentation submitted with the proposal should be contained in that single binder.
- e. Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the

State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offerors must invoke the protections of §2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. **The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal.**

3. Oral Presentation:

Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to representatives of the Virginia State Bar. This may provide an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. This is an option that may or may not be conducted.

4. Site Visit: Offerors who submit a proposal in response to this RFP may be required to give a site tour. This provides an opportunity for the offeror to clarify or elaborate on the proposal. Site visits are an option of VSB and may or may not be conducted.

B. Specific Proposal Requirements

Proposals should be as thorough and detailed as possible so that the Virginia State Bar may properly evaluate offeror's capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet completed and all addenda acknowledgments, if any, filled out and signed as required.
2. Provide a written narrative statement to include:
 - a. Experience in providing the services described herein.
 - b. Name, qualifications and experience of personnel to be assigned to the project.

- c. Respond to each item in **Table 1 - Colocation Requirements Questionnaire**, answers yes or no to the “Meets Requirements” questions and note any details or explanations for each requirement.
3. VSB requests the Offeror provide a detailed individual cost for all requirements detail listed.
4. Corporate Responsibility: (if any of the answers below are “yes”, describe answer in detail.)
 - a. Are there any current or future intentions of your firm being sold or merged with another?
 - b. Please provide the rating assigned to your firm by the following companies: A.M. Best, Standard & Poor’s, Moody’s, and Fitch. Your firm should supply any and all of the four ratings currently assigned to their firm.
 - c. Is your firm involved with any current or past litigation, lawsuits, legal actions, or investigations?
 - d. Have any individual members of your firm been involved in the above (c), at your firm or while they were with another firm?
 - e. Provide a copy of the Dun & Bradstreet report titled, “Financial Profile” or equivalent. (Report must be dated within 90 days of proposal date submission.)
 - f. Has your firm currently or in the past, been barred from doing business with any government agency?
 - g. Has your company ever had a contract terminated due to default or nonperformance on your firm’s part?
 - h. Is your firm domiciled outside the United States?
5. Proposed pricing should be as stated in the Pricing Schedule as described below.
 - a. VSB requests the offeror provide a detailed individual cost for all requirements in Table 1. Requirements where integrated costs apply should be explained.
 - b. Example: Internet connectivity costs per MB will be charged at a monthly rate of ??. Facilities costs will be charged at a monthly rate of ??. This includes ??.
 - c. Offerors should also propose a lump sum fixed annual price payable on a monthly basis.

Please note the following dates pertinent to the proposal process. All dates are tentative except the proposal due date:

	<u>Date</u>
1. Proposal due Date	April 12, 2010
2. Selection of two finalists based on evaluation of proposals and any oral presentations requested by the VSB	April 16, 2010
3. Negotiations with two finalists in Richmond, VA	April 19, 2010
4. Notification of the Selected Offeror	April 21, 2010
5. Project to be completed no later than	June 18, 2010

Your proposal should respond fully to all elements of this RFP. Any costs of proposal preparation must be borne by you and are not the responsibility of the Virginia State Bar. The Virginia State Bar reserves the right to reject any or all proposals.

Prepare and send four (4) hardcopy bound proposals, send the proposals to:

William Dickinson
Information Technology Director
Virginia State Bar
707 E. Main Street, Suite 1500
Richmond, VA 23219-2800

Proposals must be received by 4:30 p.m. on April 12, 2010 in order to be considered.

VI. Evaluation Criteria and Award

A. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

1. Qualifications and experience: (Ability to meet or exceed each of the colocation site requirements listed in Table-1).
2. Proximity to Richmond.
3. Cost.
4. Thoroughness and quality of the proposal.

B. AWARD CRITERIA:

Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. VSB may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Should VSB determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Contractor's proposal as negotiated.

VII. General Terms and Conditions

VPPA: This solicitation is subject to the provisions of the Virginia Public Procurement Act (VPPA), Sections 2.2-4300 through 2.2-4377, Code of Virginia, as amended.

APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

ANTI-DISCRIMINATION: By submitting their proposals, offerors certify to VSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans with Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If an award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, Section 2.2-4343.1E)

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

3. Any contract resulting from this solicitation will include the Virginia Information and Technology Agency core contractual terms found at: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

ETHICS IN PUBLIC CONTRACTING: By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their proposals, offerors certify that they do not and will not during their performance of this contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia or VSB from submitting proposals on contracts for the type of services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to VSB all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth, relating to the particular services purchased or acquired by the Commonwealth of Virginia, VSB, under said contract.

MANDATORY USE OF VSB FORM AND TERMS AND CONDITIONS FOR RFP'S: Failure to submit a proposal on the official VSB form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the general terms and conditions of the solicitation may be cause for rejection of the proposal; however, VSB reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject such a proposal.

CLARIFICATION OF TERMS: If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

PAYMENT:

1. To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of the offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges, which appear to be unreasonable, will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the VSB shall promptly notify the contractor, in writing, as to those charges, which it considers unreasonable, and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the VSB of its prompt payment obligations with respect to those charges, which are not in dispute (Code of Virginia, 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from VSB for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from VSB, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of VSB.

PRECEDENCE OF TERMS: The following General Terms and Conditions: *APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS and PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply

QUALIFICATIONS OF OFFERORS: VSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services and the offeror shall furnish to VSB all such information and data for this purpose as may be requested. VSB reserves the right to inspect the offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. VSB further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror is not properly qualified to carry out the obligations of the contract and to provide the services described therein.

ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of VSB.

CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. VSB may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give VSB a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to VSB's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of

savings realized. The contractor shall present VSB with all vouchers and records of expenses incurred and savings realized. VSB shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VSB within thirty (30) days from receipt of the written order from VSB. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the disputes clause of this contract or, if there is none, in accordance with the disputes provision of the Code of Virginia. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by VSB or with the performance of the contract generally.

DEFAULT: In case of failure to deliver services in accordance with the contract terms and conditions, VSB, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which VSB may have.

INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the Subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability, faith-based organizational status, or any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the VSB shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

SPECIAL TERMS AND CONDITIONS

ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to VSB will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the VSB has purchased or uses its products or services.

AUDIT: The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the VSB, whichever is sooner. The VSB, authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the VSB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

PROPOSAL ACCEPTANCE PERIOD: Any offer in response to this solicitation shall be valid for 90 days. At the end of the 90 days the proposal may be withdrawn at the written request of the offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

REPORTING AND DELIVERY REQUIREMENTS:

1. Annual report confirming compliance with SAS 70.
2. Annual compliance report of 99.9% up-time requirement.

CONFIDENTIALITY: The contractor agrees to hold in confidence any information obtained by its agents, employees, representatives, and independent contractors relating to the VSB and to keep all such information strictly confidential. The contractor agrees that it will not directly or indirectly disclose, communicate, divulge, furnish to, or use for the benefit of itself, or any other person, firm or corporation, any of the data, information, know-how, etc., by virtue of its obligations under this contract.

CONTRACTOR SECURITY CONFORMANCE ACKNOWLEDGEMENT TO THE VIRGINIA STATE BAR:

A contractor awarded a contract resulting from this solicitation will be required to sign the VSB Contractor Security Conformance Acknowledgement as stated below:

VSF uses strict security controls to maintain a safe and secure computing environment. To that end we also expect our external service providers (Contractor) to enforce that philosophy and follow the following controls.

The contractor shall:

- 1) Certify full understanding of the VSB Information Technology Security Policy (ITSP), and agree to adhere to the relevant provisions of the ITSP and any updates published and provided to the contractor.
- 2) Commit to promote, educate and ensure compliance within their organization for the VSB ITSP.
- 3) Safeguard the confidentiality of all VSB customer information.
- 4) Share VSB data with subcontractors and/or third parties only to extent necessary to satisfy the provisions of the contract, and only when approved by VSB. The Contractor must ensure that all subcontractors and/or third parties that have access to VSB confidential data adhere to the relevant provisions of the security policy, such as encryption and the prohibitions against disclosure of confidential data.
- 5) Use security industry accepted best practices, such as SSL with high encryption, to ensure a secure transfer of all Internet traffic transmitting confidential information (if the Internet is used for data communications or reporting).
- 6) Implement encryption on any portable storage devices used to transfer or temporarily store VSB confidential information.
- 7) Obtain VSB approval for remote access to VSB systems when necessary to complete the requirements of the contract. If remote access is approved, the contractor certifies that all Vendor representatives will adhere to the VSB ITSP. Vendor must provide a signed compliance document, covering each Vendor representative seeking authorization for remote access, certifying agreement to comply with the ITSP. This signed compliance document will designate all Vendor contacts for which remote access should be authorized.
- 8) Identify in writing a single point of contact for all security related issues. Breaches in security will be reported immediately to the VSB Information Technology Director and Security Officer, followed by a timely written notification of the breach. Such notifications shall include a description of the nature and timing of the breach and identification of each participant whose information was potentially compromised. A follow-up notification will advise VSB on the measures taken to isolate the breach and prevent future occurrence.
- 9) Upon termination of this contract the contractor shall return to VSB, or at VSB's request, destroy all reports, documents, electronic data and other matter that comes into the contractor's possession or control, which contains or relates to confidential VSB Information.

IN WITNESS WHEREOF the parties have caused this agreement to be duly executed intending to be bound thereby, and certify they are authorized to sign this agreement for the contractor or the VSB.

CONTRACTOR:

VSB:

Signature

Signature

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

DRUG FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purpose of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

IDENTIFICATION OF PROPOSAL ENVELOPE: If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number RFP No.

City, State, Zip Code RFP Title

Name of Purchasing Manager: _____

The envelope should be addressed as directed on page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed the offeror takes the risk that the envelope even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the purchasing manager. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

SUBCONTRACTS: No portion of any resulting contract shall be subcontracted without prior written consent of VSB. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish VSB the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

TERM OF CONTRACT: The initial term of any resulting contract will be for three (3) years. VSB also reserves the right to renew the contract for three (3) additional one (1) year periods.

RENEWAL OF CONTRACT: the Commonwealth may renew this contract for three (3) additional one (1) year periods under the terms and conditions of the original contract except as stated in 1

and 2 below. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for three (3) additional one (1) year periods shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the "All Items" category for goods [price adjustments may be permitted only for changes in the Contractor's cost of materials] and the "Other Services" category for labor of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twenty four months for which statistics are available.

2. If during the first one-year renewal the Commonwealth elects to exercise the option to renew the contract for the second and third additional one-year periods, the contract price(s) for the second and third additional one-year period shall not exceed the contract price(s) of the first one-year renewal period increased/decreased by no more than the percentage increase/decrease of the "All Items" category for goods and the "Other Services" category for labor of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twenty four months for which statistics are available.

CANCELLATION OF CONTRACT: The Virginia State Bar reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

DISPUTES/CLAIMS: Written notice of the contractor's intention to file a claim whether for money or other relief, must be given at the time of the occurrence or beginning of the work upon which the claim is based. Contractual claims whether for money or other relief shall be submitted in writing no later than sixty days after final payment. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. A contractor may not institute legal action prior to receipt of the purchasing office's decision on the claim unless that office fails to render such decision within thirty (30) days. The decision of the purchasing office shall be final and conclusive unless the contractor, within six months of the date of the final decision on the claim, institutes legal action as provided in the **Code of Virginia, § 2.2-4364.**

IX. METHOD OF PAYMENT

It is VSB's intent to make payments for the co-location site upon submission of a monthly invoice. The invoice should be submitted to the VSB accounts payable office at the following address:

Virginia State Bar
Attn: Accounts Payable
707 E. Main Street
Suite 1500
Richmond, VA 23219