May 8, 2019

Qualified Bidder

RE: Mail Services International Mailing Services RFQ

You are invited to submit a quote for International Mail Services in accordance with the enclosed/attached request for quote. The volume of mails pieces, their weights, and other criteria are detailed in Section 4.0, Specifications and Work Statement, of this RFQ. All bidders must be prequalified before receiving the pricing templates needed to submit a response. Please communicate your wish to respond on this RFQ by contacting Mark Florkowski via email – mark.florkowski@americanbar.org.

All quotes must be submitted electronically as detailed in this RFQ. Hard copy responses must be received at the above address no later than June 13, 2019. Late responses will not be considered regardless of the reason. All questions should be submitted by email as specified in this RFQ no later than June 13, 2019. All Bidders will be provided with answers to questions asked by any one Bidder. In addition, no pre-proposal conference will be held for this RFQ.

Sincerely,

Mark Florkowski
Manager, Mail Services

Enclosure:
Request for Quote
Request for Quote
For:
International Mail Services

ABA Mail Services

May 8, 2019

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The ABA will make every effort to adhere to the following schedule:

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<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>RFQ distributed via e-mail to selected bidders.</td>
<td>ABA</td>
<td>May 8, 2019</td>
</tr>
<tr>
<td>Deadline for unsolicited bidders who located this RFQ on the ABA website to submit qualifying information.</td>
<td>Unsolicited Bidders</td>
<td>May 22, 2019</td>
</tr>
<tr>
<td>Deadline to submit clarifying questions via e-mail to Mark Florkowski at <a href="mailto:mark.florkowski@americanbar.org">mark.florkowski@americanbar.org</a></td>
<td>Bidders</td>
<td>May 29, 2019</td>
</tr>
<tr>
<td>Please monitor the following website for any communications and/or status regarding this RFQ: <a href="http://www.americanbar.org">http://www.americanbar.org</a></td>
<td>Bidders</td>
<td>June 5, 2019</td>
</tr>
<tr>
<td>Electronic proposals must be received by <a href="mailto:mark.florkowski@americanbar.org">mark.florkowski@americanbar.org</a></td>
<td>Bidders</td>
<td>June 12, 2019</td>
</tr>
<tr>
<td>(2) hard copy proposals must be received by the Issuing Office at American Bar Association, 321 N. Clark Street, Chicago, IL. 60654</td>
<td>Bidders</td>
<td>June 13, 2019</td>
</tr>
</tbody>
</table>
1.0 General Information

1.1 Purpose. This request for quote (RFQ) provides to those interested in submitting proposals sufficient information to enable them to prepare and submit proposals for the Administrative Services Department’s consideration on behalf of the American Bar Association.

1.2 Issuing Department. The Administrative Services Department has issued this RFQ on behalf of the American Bar Association. The sole point of contact in the ABA for this RFP shall be Mark Florkowski, 321 N Clark St, Chicago, IL 60654-7598, at mark.florkowski@americanbar.org.

1.3 Problem Statement or Type of Goods Required. The American Bar Association continues to expand its international presence and seeks a qualified vendor for International Mailing Services to Canada, Europe, Asia, Latin America, and other global destinations. A work statement is included in Section 4 of this RFQ.

1.4 Scope. This RFQ contains instructions governing the requested quotes, including the requirements for the information and material to be included; a description of the goods/services to be provided; requirements which Bidders must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFQ.

1.5 Type of Contract. The contract needs to comply with the ABA Contract Policy and will be reviewed by the ABA’s General Counsel’s Office. ABA entities do not have separate legal standing to enter into oral or written contracts in their own names. All contracts are entered into on behalf of the American Bar Association. The Issuing Department, in its sole discretion, may undertake negotiations with Bidders whose proposal, in the judgment of the Issuing Department, show them to be qualified, responsible and capable of performing the project or providing the goods. Only staff authorized by the ABA Executive Director have authority to execute contractual agreements on behalf of the ABA.

1.6 Rejection of Proposals. The Issuing employee reserves the right, in their sole and complete discretion, to reject any proposal received as a result of this RFQ.

1.7 Incurring Costs. The ABA is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFQ process or in anticipation of the award of the contract.

1.8 Pre-proposal Conference. There will be no pre-proposal conference for this RFQ. If there are any questions, please forward them to the Issuing employee in accordance with Section 1.9 to ensure adequate time for analysis before the Issuing employee provides an answer. All questions and written answers will be posted on the ABA’s website and/or email as an addendum to, and shall become part of, this RFQ.

1.9 Questions & Answers. If a Bidder has any questions regarding this RFQ, the Bidder must submit the questions by email to the Issuing employee named in Section 1.2 of the RFQ via email no later than the date indicated on the Bid Timetable. The Bidder shall not attempt to contact the Issuing employee by any other means. The Issuing employee shall post the answers to the questions on the ABA website by the date stated on the Bid Timetable.
All questions and responses as posted on the ABA website are considered as an addendum to, and part of, this RFQ in accordance with RFQ Part I, Section I-10. Each Bidder shall be responsible to monitor the ABA website for new or revised RFQ information. The Issuing Employee shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFQ or formally issued as an addendum by the Issuing Employee.

1.10 Addenda to the RFQ. If the Issuing Employee deems it necessary to revise any part of this RFQ before the quote response date, the Issuing Employee will post an addendum to the ABA website. It is the Bidder’s responsibility to check the website periodically for any new information or addenda to the RFQ. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFQ.

1.11 Response Date. To be considered for selection, hard copies of proposal and/or electronic submission must arrive to the Issuing employee on the date specified in the RFP Bid Timetable. Bidders who send quotes by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their quotes. If, due to inclement weather, natural disaster, or any other cause, the ABA office location to which quotes are to be returned is closed on the quote response date, the deadline for submission will be automatically extended until the next ABA business day on which the office is open, unless the Issuing Employee otherwise notifies Bidders. The hour for submission of quotes shall remain the same. The Issuing Employee may reject unopened, any late quotes.

1.12 Proposals. To be considered, Bidders should submit a complete response to this RFQ, using the format provided in Section 2.0, providing 2 copies of the proposal to the Issuing employee. In addition to the paper copies of the proposal, Bidders must submit one complete and exact electronic copy of the proposal via e-mail. The Bidder shall make no other distribution of its proposal to any other Bidder or ABA employee or ABA consultant. For this RFQ, the proposal must remain valid for 90 days taking into consideration time required for evaluation of proposals and processing of the contract or until a contract is fully executed. If the Issuing employee selects the Bidder’s proposal for award, the contents of the selected Bidder’s proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Bidder submitting a response specifically waives any right to withdraw or modify it, except that the Bidder may withdraw its response by written notice received at the Issuing Employee’s address for quote delivery prior to the exact hour and date specified for quote receipt. A Bidder or its authorized representative may withdraw its quote in person prior to the exact hour and date set for quote receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the quote. A Bidder may modify its submitted quote prior to the exact hour and date set for quote receipt only by submitting a quote, which complies with the RFQ requirements.

1.13 Minority, Women, Small Disadvantaged, and Disabled Veterans Business Information: The ABA encourages participation by minority, women, small disadvantaged, and disabled veteran businesses as prime contractors, joint ventures, and subcontractors/suppliers. MWBE Businesses are businesses that are owned and controlled by a Minority, Women-owned, small disadvantaged, and disabled veteran business that have a 51% ownership. The Bidder must provide documentation from a state, federal or certified agency that provides certifications that verify they are a certified minority or women-owned business.
1.14 Economy of Preparation. Bidders should prepare quotes simply and economically, providing a straightforward, concise description of the Bidder’s ability to meet the requirements of the RFQ in the format required. Supplemental materials must be incorporated into the quote response and not simply referenced attachments.

1.15 Alternate Quotes. The Issuing Employee has identified the basic approach to meeting their requirements, allowing Bidders to be creative and propose their best solution to meet the specific requirements. The Issuing Department will not accept alternate quotes that do not specifically address the requirements as the primary response to the quote. A secondary response can be submitted as an addendum with supplementary information and considerations.

1.16 Discussions for Clarification. Bidders may be required to make an oral or written clarification of their proposals to the Issuing employee to ensure thorough mutual understanding and Bidder responsiveness to the solicitation requirements. The Issuing employee will initiate requests for clarification.

1.17 Prime Contractor Responsibilities. The contract will require the selected Bidder to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing employee will consider the selected Bidder to be the sole point of contact with regard to contractual matters.

1.18 Proposal Contents. Bidders should not label proposal submissions as confidential or proprietary. The Issuing employee will hold all proposals in confidence and will not reveal or discuss any proposal with competitors for the contract, unless disclosure is required under the provisions of any State or United States statute or regulation; or by rule or order of any court of competent jurisdiction.

All material submitted with the proposal becomes the property of the ABA and may be returned only at the Issuing employee’s option. The Issuing employee, in its sole discretion, may include any person other than competing Bidders on its proposal evaluation committee. The Issuing employee has the right to use any or all ideas presented in any proposal regardless of whether the proposal becomes part of a contract.

1.19 Best and Final Offers. The Issuing employee reserves the right to conduct discussions with Bidders for obtaining “best and final offers.” To obtain best and final offers from Bidders, the Issuing department may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised proposals.

1.20 News Releases. Bidders shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to these project/goods without prior written approval and must comply with ABA news release guidelines.

1.21 Restriction of Contact. From the issue date of the RFQ until the Issuing Employee selects a quote for award, the Issuing Employee is the sole point of contact concerning this RFQ. Any violation of this condition may be cause for the Issuing Employee to reject the offending Bidder’s quote. If the Issuing Employee later discovers that the Bidder has engaged in any violations of this condition, the Issuing Employee may reject the offending Bidder’s quote or rescind its contract award. Bidders must agree not to distribute any part of their quotes beyond the Issuing Employee. A Bidder who shares information contained in its quote with other ABA personnel and/or competing Bidder personnel may be disqualified.
1.22 Debriefing Conferences. Bidders whose quotes are not selected will be notified of the name of the selected Bidder and are given the opportunity to be debriefed. The Issuing Employee will schedule the time and location of the debriefing. The debriefing will not compare the Bidder with other Bidders, other than the position of the Bidder’s quote in relation to all other Bidder quotes.

1.23 Issuing Employee Participation. Bidders shall provide all services, supplies, facilities, and other support necessary to complete the identified work. No work will be completed using the ABA’s offices. Suppliers providing on-site services within the ABA’s offices must provide the appropriate certificate of insurance in advance of the work.

1.24 Term of Contract. The term of the contract will commence on the Effective Date and will end August 31, 2022. The Issuing employee will fix the effective date after the contract has been fully executed by the selected Bidder and by the ABA. The selected Bidder shall not start the performance of any work prior to the effective date of the contract and the ABA shall not be liable to pay the selected Bidder for any service or work performed or expenses incurred before the effective date of the contract.

The contract is not considered approved until the terms have been reviewed and approved by the Office of General Counsel. An “American Bar Association Office of General Counsel” approval seal will appear on the contract with the signature of the attorney approving the terms of the contract.

The contract must be executed by both parties to be binding, see Section I.5 for the ABA’s signature authority requirements.

1.25 Bidder’s Representations and Authorizations. By submitting its quote, each Bidder understands, represents, and acknowledges that:

a. All of the Bidder’s information and representations in the quote are material and important, and the Issuing Employee may rely upon the contents of the quote in awarding the contract(s). The ABA shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the facts relating to the Quote submission.

b. The Bidder has arrived at the price(s) and amounts in its quote independently and without consultation, communication, or agreement with any other Bidder or potential bidder.

c. The Bidder has not disclosed the price(s), the amount of the quote, nor the approximate price(s) or amount(s) of its quote to any other firm or person who is a Bidder or potential Bidder for this RFQ, and the Bidder shall not disclose any of these items on or before the quote submission deadline specified in the Calendar of Events of this RFQ.

d. The Bidder has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a quote on this contract, or to submit a quote higher than this quote, or to submit any intentionally high or noncompetitive quote or other form of complementary quote.
e. The Bidder makes its quote in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive quote.

f. To the best knowledge of the person signing the quote for the Bidder, the Bidder, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any contract, except as the Bidder has disclosed in its quote.

g. The Bidder is not currently under suspension or debarment by any state or the federal government.

h. Until the selected Bidder receives a fully executed and approved written contract from the ABA, there is no legal and valid contract, in law or in equity, and the Bidder shall not begin to perform services or provide goods. See 1.5 and 1.24.

i. The Bidder shall represent and warrant that it has sufficiently ascertained and informed itself in all matters affecting the performance of the work or the furnishing of labor, supplies, material and equipment needed in performing the specifications. In addition, the bidder is responsible for ensuring that the quote has been checked for errors and omissions; that the prices stated in the quote are correct and as intended; and that it has submitted a complete and correct statement of the prices.

j. The terms and conditions of the RFQ shall be incorporated, without substantial alternation, into the general terms and conditions of the final contract. All sections of the RFQ, including the specifications and the completed RFQ document with attachments specified by the RFQ, will become part of the contract documents. Vendors should exercise the utmost care in the completion of the RFQ and other submissions.

1.26 Notification of Selection. The Issuing Employee will notify the selected Bidder in writing of its selection for negotiation after the Issuing Employee has determined, taking into consideration all of the evaluation factors, the quote that is the most advantageous to the ABA.

1.27 Use of Electronic Versions of this RFQ. This RFQ is being made available by electronic means. If a Bidder electronically accepts the RFQ, the Bidder acknowledges and accepts full responsibility to ensure that no changes are made to the RFQ.

2.0 Proposal Requirements

Bidders must submit their proposals in the format outlined below. To be considered, the proposal must respond to each requirement in this part of the RFQ. Bidders shall provide any extraneous information only as a separate attachment to their proposal.

The Issuing Employee may make investigations as deemed necessary to determine the ability of the Bidder to perform the project or provide the goods, and the Bidder shall furnish to the Issuing Employee all requested information and data. The Issuing
Employee reserves the right to reject any quote if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Issuing Employee that such Bidder is properly qualified to carry out the obligations of the RFQ.

2.1 Statement of the Problem or Goods Required. Briefly state your understanding of the problem presented, service(s) required or goods required by this RFQ. Include a high-level management summary of how your company will effectively satisfy the services required.

2.2 Proposed Solution and Approach. Describe your solution in detail for accomplishing the work as specified in Section 4.0 of this document. This document should be detailed and comprehensive as appropriate. Use as many of the task descriptions in Section 4.0 of this RFQ as possible.

2.3 Evaluative Questionnaire. See Appendix B. Bidders must fully answer all questions in the fields provided.

2.4 Price Submittal. Price Submittal Spreadsheets are required for comparative pricing. Bidders must not include any assumptions in their price submittals. If the Bidder includes assumptions in its price submittal, the Issuing employee may reject the proposal. All prices must be included so that the total annual spend required by the ABA is clearly defined.

The following information, as applicable, shall be part of the Price Submittal worksheet:

- International Mail Service category with the following:
  1. Piece rate
  2. Rate per pound (lb.)
  3. Fuel surcharge
  4. Total cost for each category
  5. Total Price. This must be comprehensive and reflect all fees and charges.
  6. Per piece price to polybag mail or tab mail as needed to accommodate regulations.

2.5 Category definition. Provide a detail definition for each international category delivery service level proposed. Include when third parties service providers are used in country to meet the service levels goals.

2.6 Billing. All invoices are submitted electronically to the ABA's Accounts Payable, referencing a valid purchase order number. A prompt payment discount of 2% must be offered, net 15 days after receipt of validated invoice. ACH payments are preferred and must be accepted for expedited payments.

2.7 Other Financial Incentives. Discuss other options to receive greater discounts or contain costs. These options may be considered as alternatives and accepted if offered.

2.8 Training. If appropriate, indicate recommended training of ABA personnel. Include the ABA personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, number and frequency of
sessions, and number and level of instructors. **Provide a sample of training materials provided to new customers.**

**2.9 Standard Order Processing.** Illustrate standard ordering and billing procedures. The ABA issues purchase orders from authorized buyers for its procurement activities. Illustrate your standard procedures for making changes to orders and relevant fees that apply.

**2.10 Financial Capability.** Describe your company’s financial stability and economic capability to perform the contract requirements. Financial documents such as audited financial statements or recent tax returns will be acceptable to the ABA. Include any applicable ratings by local or national agencies, i.e. D&B, BBB.

**2.11 Objections to Contract Terms and Conditions.** The Bidder will identify which, if any, of the terms and conditions it would like to renegotiate and what additional terms and conditions the Bidder would like to add to the ABA standard contract terms and conditions. The Bidder’s failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Employee may consider late objections and requests for additions if to do so, in the Issuing Employee’s sole discretion, would be in the best interest of the ABA. The ABA’s General Counsel may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Bidder shall not request changes to the other provisions of the RFQ, nor shall the Bidder request to substitute completely its own terms and conditions for the attached Terms and Conditions. All terms and conditions must appear in one integrated contract. The Issuing Employee will not accept references to the Bidder’s, or any other, online guides or online terms and conditions contained in any quote.

Regardless of any objections set out in its quote, the Bidder must submit its quote, including the cost quote, based on the terms and conditions set out in the attached Terms and Conditions. The Issuing Employee will reject any quote that is conditioned on the negotiation of terms and conditions other than those set out in the attached Terms and Conditions.

**3.0 Criteria for Selection**

**3.1 Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal must:

a. Be received according to dates set in the Bid Timetable;

b. Be properly signed by a representative of the Bidder who is eligible to bind them in contract with the ABA;

c. Be in accordance with all instructions as set forth.

d. Must complete and return the **Terms and Conditions of Purchase, Bidder Response Sheet, Price Submittal Spreadsheet(s): Evaluative Questionnaire, Supplier Attestation on Electronic and Information Technology (EIT) Accessibility, and Confidentiality and Non-Disclosure Agreement.**
3.2 Technical Nonconforming Proposals. The Issuing employee reserves the right, in their sole discretion, to waive technical or immaterial nonconformities in a Bidder's proposal.

3.3 Criteria for Selection. The following criteria will be used, in no particular order, in evaluating each proposal.

- Ability to integrate with current ABA policies and systems
  - Ability to provide its services to the all members in the ABA’s pool of printer/mail service (domestic) providers
  - Use of the ABA Mail Services unique control number (PCR) as the primary reference for all AWBs
  - Use of the ABA titles and descriptions for its mailings on all AWBs, vendor’s invoices, and reports
  - Use of the ABA’s 21-digit accounting chargeback code for all AWBs, invoices, and reports
  - The vendor will email notification within 24 hours the AWB number associated with the international mail destined to vendor for processing to the ABA’s printer and ABA Mail Services
  - Acceptance of 2% net 15 terms

- Customer Service Protocol
  - Notification to ABA Mail Services of a printer’s non-response to the AWB notification for shipping of the ABA’s international mail to the vendor
  - Notification to ABA Mail Services of a printer’s late-response to it shipping ABA international mail to vendor
  - To email the last invoice for the prior month activities by the third business day of the following month, example last month of May activity is invoiced and invoice is emailed Mail Services by 3rd business day of June.
  - Primary, secondary, and management contacts work number, cell number, and work email for problem resolution. Hours of availability.

- Quality Control Process or Program
  - The ABA will be informed and/or notified of work produced by a third parties or subcontractors
  - Existence of addressing verification at sorting step with the return of undeliverable as addressed mail to ABA Mail Services and reporting of issues.
  - Ability to not aggregate mail in volume to reach favorable volume pricing which delays the delivery of ABA international mail.
  - Ability to report success of meeting or exceeding delivery service targets.
  - Existence of process to track mail to be processed starting at AWB issuance through to arrival at the vendor’s processing facility

- Supplier Value Proposition/Added Value
  - Ability to provide additional International mail and small package services on an ad hoc basis
  - International address verification tools.
  - Ranking by size of ABA in comparison to other customers.
- Industry reputation and experience
  o Industry ranking
  o Volume of mail processed per year
  o Three references similar to the ABA
  o The total number of customers using its services
  o Management’s depth and breadth of experience in International Mail services
- Comprehensive and complete response to the RFQ and the return and of the required attachments
  o Bidder Response Sheet
  o Supplier Attestation Electronic & Information Technology (EIT) Accessibility
  o Confidentiality and Non-Disclosure Agreement
- Cost over period of proposed term of agreement, 3 years.

4.0 Specifications and Work Statement

The ABA’s international mailings consisted of 88,000 pieces with a total weight of 22,200 lbs. over the course of the prior 12 months typically consisting of Marketing Class Mail International mail pieces that were flat-size weighing 2 pounds or less for 60% of the volume. The remaining 40% was First Class letter size envelopes weighing only 2% of the volume. All mailings are printed by a pool of approved printers that send the international mailings in batches of small quantities (50-500) or large quantities (500+) depending the print job.

4.1 Objectives.

a. General. The ABA desires to lower its overall international mailing costs through the best practices of an experienced service provider leveraging their position with global and in-country postal service organizations, the use of up-to-date technology in operations, and the application of analytics using detailed transaction history reporting.

b. Specific. In addition to the Shipper and Consignee information, the Airway bill (AWB) information is to include; the individual number of pieces and piece weight for each International Mail Service, the total number of pieces and their total weight, the ABA Mail Services provided document control number (PCR), the ABA 21-digit accounting system number (must be included), the AWB’s unique reference number, the Tracking number for that shipment from the original printer and the number of packages in that shipment.

Invoices with an Invoice transaction history report are emailed together to Mail Services in MS Excel format.

Int’l Mail vendor is to supply expedited (UP-FedEx) shipping of mail from printer to their facility.
Attachments for RFQ

The following Exhibits are to be completed by the Bidder and included with the Response.

- Terms and Conditions of Purchase
- Bidder Response Sheet
- Evaluative Questionnaire
- Price Submittal spreadsheet
- Supplier Attestation on Electronic and Information Technology (EIT) Accessibility
- Confidentiality and Non-Disclosure Agreements
1. This Purchase Order shall be subject to any specific written agreements entered into between the ABA and Seller.

2. **OFFER AND ACCEPTANCE.** This Purchase Order (“Order”) constitutes an offer to Seller expressly limited to the terms herein. The ABA reserves the right to revoke this offer at any time prior to its acceptance. Acceptance shall be effective upon the earlier of (1) commencement of performance by Seller in accordance with the Order, or (2) the twentieth day following the date upon which the ABA issued the Order, unless the Order is expressly rejected by Seller in writing within said twenty-day period. Any terms and conditions set forth in any written acknowledgement or correspondence sent by Seller that modify, add, or delete terms and conditions of the Order are hereby expressly rejected by the ABA and shall have no force or effect. Acceptance of this order includes acceptance off all the terms and conditions specified herein.

3. **PACKAGING AND TRANSPORTATION.** (a) All shipments shall be packed in accordance with the ABA’s specifications as set forth on the Order, or if none are specified, in accordance with standard commercial practice. Each shipping container shall be clearly labeled to indicate the applicable Order number(s). There shall be no charge to the ABA for boxing, crating or storage of shipments.

   (b) Transportation instructions may be provided by the ABA to Seller. In the event that ABA provides such instructions, Seller shall not deviate from them without the prior written consent of the ABA. If no transportation instructions are provided, Seller shall transport goods to assure lowest transportation cost while meeting carrier’s tariff requirements.

4. **DELIVERY.** Seller shall deliver goods and services in accordance with the delivery schedule set forth in the Order. The delivery schedule sets forth the date on which goods and services are to be received by the ABA. If no delivery schedule is stated, delivery shall occur within a reasonable time. Time is of the essence. Seller shall notify the ABA immediately when Seller has knowledge of any potential delay in delivery.

5. **PRICE.** (a) Except as set forth in this Section and in the Section entitled “Changes”, the prices specified on the Order shall remain fixed for all scheduled deliveries unless otherwise agreed in writing by both parties. Seller represents that the prices for the goods or services sold to the ABA under the Order are at least as favorable as the prices currently paid by any other customer of Seller, buying the same or similar goods or services in equal or smaller quantities under similar terms and conditions.

   (b) Prices include all applicable federal, state or local sales taxes, which shall be the responsibility of the ABA.

6. **TERMS OF PAYMENT.** (a) Seller shall submit invoices to the ABA only upon delivery of goods or completion of services. The ABA shall issue payment within thirty (45) calendar days after receipt of a correct invoice, provided Seller has delivered conforming goods or satisfactorily completed service unless other billing terms are agreed to between the parties.

7. **TITLE AND RISK OF LOSS.** (a) Unless otherwise specified in the Order, all shipments shall be F.O.B. Destination. Seller shall retain title to the goods, pay shipment costs, and bear risk of loss or damage until delivery is made to the ABA at the place designated on the Order. Where Seller is performing integration work or storing or warehousing products, Seller shall be responsible for property damage to equipment while in its care or control. The ABA will not pay for any insurance secured on its behalf by Seller.

8. **INSURANCE.** Seller shall provide, at a minimum, the insurance coverages specified below:

   a. **Commercial General Liability**, including products/completed operations, broad form property coverage, contractor’s protective liability, broad form blanket contractual and property injury liability. **Minimum limits.**
      $1,000,000 each occurrence and $2,000,000 general aggregate combined single limit for bodily injury and property damage. $1,000,000 products/completed operations aggregate.

   b. **Business Auto Liability** (**including coverage for owned/non-owned/hired autos**). No fault coverage shall be included while applicable. **Minimum limits.** $500,000 combined single limit per accident for bodily injury and property damage.

   c. **Workers Compensation Insurance and Employer’s Liability Insurance** (applies only to Seller providing professional services, such as design or consulting architects, surveyors, financial consultants, software design specialists, etc.). Minimum limits: $1,000,000 each claim, $1,000,000 annual aggregate. The policy retroactive
date must no later than the date that work commenced, and Seller shall continue coverage for a period of not less than two (2) years after the work/services contracted for herein are completed.

d. Certificate of Liability. Seller shall provide, if requested by the ABA or its landlords, a Certificate of Liability Insurance evidencing the above coverage. Such Certificate shall indicate that the ABA, its officers, directors, members, agents and employees have been endorsed as additional insured on the Seller’s policy for items (a), (b), and (c) above resulting from the Seller’s operations in the performance of the Order. A separate endorsement indicating the additional insured wording must be issued in addition to the Certificate of Insurance. The Certificate shall also include a provision stating, “The insurance shall be primary insurance as respects to the ABA, its officers, directors, members, agents and employees. Any insurance or self-insurance maintained by the ABA shall be excess and noncontributory with this insurance.” Additionally, Seller shall provide the ABA a thirty (30) day advance written notice of cancellation of any of the above-required insurance policies.

9. INSPECTION AND ACCEPTANCE OF GOODS OR SERVICES. All materials furnished must be as specified and will be subject to inspection and approval of the Association after delivery. The right is reserved to reject and return at the risk and expense of the Seller such portion of any shipment which may be defective or fails to comply with specifications without invalidating the remainder of the order. If rejected, it will be held for disposition at the expense and risk of the Seller. The ABA may return any nonconforming goods to Seller at Seller’s risk of loss and expense and may suspend payment for nonconforming services until such time as such services are trade conforming. In the event the ABA is acquiring goods or services for the purpose of resale, Seller agrees that (1) the ABA’s customer shall have the right to inspect such goods or services within a reasonable time after delivery, and (2) a rejection of nonconforming goods or services by the ABA’s customer shall equally constitute a rejection of such goods or services by the ABA. In the event the ABA returns nonconforming goods or services to Seller, Seller shall proceed promptly with the replacement or correction thereof. Seller shall not resubmit previously nonconforming goods without prior written approval of the ABA. Goods and services shall be deemed accepted if Seller has not received notice of nonconformance from the ABA within reasonable time after delivery to the ABA. Payment shall not constitute an acceptance of goods or services nor shall payment impair the ABA’s rights to inspect or return nonconforming goods or services or impair any of the ABA’s other remedies.

10. QUANTITY. The specific quantity ordered must not be changed without the Association’s permission in writing. Printing orders not quoted as lot or unit pricing may be invoiced at plus or minus a negotiated percentage, or if not specified, the industry accepted percentage of 10% plus or minus based on the actual verified print run.

11. NON-PERFORMANCE. The Association reserves the right to cancel this order or any portion of the same if delivery is not made when and as specified, time being of the essence of this order. In such event, the ABA will charge seller for any loss incurred by it.

12. CHANGES. The ABA may make changes to the Order including but not limited to, changes regarding (1) drawing, designs, or specifications of the goods or services acquired thereon, (2) the goods or services acquired therein, (2) the method of shipment or packing or mode of transportation, (3) the place or time of delivery, or (4) the quantity of goods or services to be delivered. If any change affects the time for or cost of performance under the Order, or otherwise materially affects any provision of the Order, an equitable adjustment shall be negotiated in the price or delivery schedule, or such other provisions of the Order as may be affected. All changes and any resulting adjustments shall be accomplished by a written amendment to the Order signed by the ABA.

13. COMPLIANCE WITH LAWS AND REGULATIONS. Seller shall at all times comply with all applicable federal, state, and local laws and regulations.

14. PROCESSING OF CARDHOLDER DATA. If Supplier collects, accesses, uses, stores, processes, disposes of, or discloses credit, debit, or other payment cardholder information, Supplier will comply with the additional terms and conditions (as follows) with respect to sensitive authentication data (“Cardholder Data”). Cardholder Data is deemed to be Confidential Information and ABA Data. Any term used herein will have the meaning set forth in the Payment Card Industry (“PCI”) Glossary (the glossary published by the Payment Card Industry (“PCI”) or otherwise defined with respect to the PCI Standard.

- Supplier will maintain a continuous PCI DSS compliance program. Each year, Supplier must confirm Supplier’s PCI DSS compliance by providing ABA with written confirmation in the form of a Qualified Security Assessor
at its sole expense (including the payment of all costs and damages awarded) any claim against the ABA, its whole, or in part, by the acts or omissions of Seller, its employees, agents or subcontractors.

whatsoever arising out of as a result of, or in connection with, the Order which may be or is alleged to be caused in legal fees and court costs by reason of loss, property damage or destruction or personal inj

against any and all claims and liability, including, without limitation, damages, awards, expenses, legal liability, assigns, agents, attorneys and insurers against any and all claims, damages, costs, expenses (including, without limitation, court costs and attorney’s fees), suits, losses, or liabilities related to noncompliance with these standards by Supplier (and any third-party retained by Supplier to provide the products or perform the services).

15. ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) ACCESSIBILITY. Supplier represents and warrants that, during the term of the Agreement, the products and services, and any enhancements, modifications, or updates to such products and services, provide electronic and information technology (“EIT”) accessibility to people with disabilities and fully conform to: (i) the Web Content Accessibility Guidelines 2.0, as may be amended from time to time (“WCAG”), http://www.w3.org/TR/WCAG20/, (approved as ISO/IEC 40500:2012 (October, 2012)), including all requirements set forth in Level AA; and (ii) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (d), and its implementing regulations, currently at 36 C.F.R. §1194. Supplier will indemnify, defend and hold harmless the ABA and all of its past, present, and future affiliates, employees, members, customers, distributors, officers, directors, contractors, successors, assigns, agents, attorneys and insurers against any and all claims, damages, costs, expenses (including, without limitation, court costs and attorney’s fees), suits, losses, or liabilities related to noncompliance with these standards by Supplier (and any third-party retained by Supplier to provide the products or perform the services).

16. WARRANTY. (a) Seller warrants that services performed hereunder are performed in a workmanlike manner and that goods sold hereunder (1) are free of all liens, claims, and encumbrances, (2) are free from defects in material and workmanship, (3) if designed by Seller, are free from defects in design, and (4) conform to applicable specifications, drawings, samples, or other descriptions referenced on the Order. In addition to the foregoing, Seller shall assign or otherwise make available to the ABA any other standard manufacturer’s warranties that may be applicable.

(b) Seller’s obligation under this warranty is limited, at the ABA’s option, to (1) performing services to the ABA’s satisfaction, (2) repairing or replacing nonconforming goods within thirty (30) days after written notice of nonconformance, or (3) crediting or refunding to the ABA the purchase price of such goods or services. All expenses associated with the return to Seller of nonconforming goods and the delivery to the ABA of repaired or replaced goods shall be borne by Seller.

c) Except as set forth in this Section, Seller makes no other warranty, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. The warranty set forth herein shall survive any delivery, acceptance, payment, termination, cancellation, or expiration of the Order and shall run to the ABA, its successors, assigns, customers and users of its products.

17. THE ABA’S REMEDIES. The ABA may, by written notice, cancel the Order, in whole or in part, if Seller (1) fails to deliver goods or perform services in accordance with the delivery schedule, or if no schedule is specified, within a reasonable time, (2) fails to comply with any other provision of the Order and such failure is not cured within ten (10) days after receipt of notice thereof from the ABA, (3) becomes insolvent or makes an assignment for the benefit of creditors or a receiver or similar officer is appointed to take charge of all or part of Seller’s assets, (4) merges with or is acquired by a third party, or (5) attempts to assign any of its rights or delegate any of its obligations under the Order unless such assignment or delegations is consented to in writing by the ABA. In addition to the remedy set forth above, the ABA shall be entitled to all other remedies available at law or in equity as a result of Seller’s breach of the Order. No provision of the Order shall be interpreted as a waiver by the ABA of any existing or future right or remedy available at law or in equity.

18. PUBLICITY. Seller shall not, without the prior written consent of the ABA, advertise or otherwise disclose the fact that Seller has furnished or agreed to furnish goods or services to the ABA under the Order.

19. INDEMNIFICATION. Seller shall, at its sole expense, settle or defend and hold the ABA harmless from and against any and all claims and liability, including, without limitation, damages, awards, expenses, legal liability, legal fees and court costs by reason of loss, property damage or destruction or personal injury of any nature or kind whatsoever arising out of as a result of, or in connection with, the Order which may be or is alleged to be caused in whole, or in part, by the acts or omissions of Seller, its employees, agents or subcontractors.

20. PATENT, COPYRIGHT AND INTELLECTUAL PROPERTY MATTERS. Seller shall settle or defend, at its sole expense (including the payment of all costs and damages awarded) any claim against the ABA, its
subsidiaries, affiliates, and their respective customers alleging that goods or services (or any part or item thereof) furnished under the Order for any use thereof, infringes any patents, copyright, trademark, trade secret, or other intellectual property interest now or hereafter existing in the United States. The ABA shall promptly notify Seller of any such claim. The ABA may actively participate in any such proceedings at its own expense. If a final injunction against the ABA’s use of goods or services results from such a claim (or if the ABA reasonably believes such a claim is likely), Seller shall, at its expense and as the ABA requests, obtain for the ABA the right to continue using the goods or replace or modify the goods or services so they become non-infringing but remain functionally equivalent. Seller shall have no liability for infringements that would not have occurred but for required compliance by Seller with detailed manufacturing specifications, drawings, or instruction originating with and furnished solely by the ABA. This Section states the entire rights and obligations of Seller and the ABA regarding infringement, and shall survive the expiration or termination of the Order.

21. ASSIGNMENT AND SUBCONTRACTS. Neither the Order nor any right or obligation thereunder may be assigned or delegated by Seller without the prior written consent of the ABA. Any attempt to assign or delegate contrary to this Section is void and will have no effect. Furthermore, Seller agrees that it will not subcontract for any portion of the Order without the prior written consent of the ABA.

22. GENERAL. (a) No term or condition in the Order shall be deemed waived by the ABA and no breach excused by the ABA, unless such waiver or consent shall be in writing signed by the ABA. No consent by the ABA to or waiver of a breach by Seller, whether express or implied, shall constitute a consent to waiver of or excuse for any other different or subsequent breach by Seller.

(b) Notwithstanding anything else in the Order, no defaults, delay, or failure to perform on the part or either party shall be chargeable hereunder if such default, delay or failure to perform is due to causes beyond the reasonable control of the party so affected. However, a party may, at its option, cancel the Order if the other party’s excusable default, delay or failure to perform exceeds thirty (30) days in duration.

(c) Seller shall not make or offer a gratuity or gift of any kind to employees of the ABA or their families. Seller shall take all necessary actions to prevent situations which are or may give the appearance of being, a conflict of interest in connection with or in any way related to its relationship with the ABA.

(d) If any terms or conditions of the Order shall be found to be illegal or unenforceable, such term or provision shall be deemed stricken and all other terms and conditions of the Order shall remain in full force and effect.

(e) In no event shall either party be liable to the other for any indirect, special, or consequential damages, including, but not limited to, lost business or profits, whether foreseeable or not, even if such party has been advised of the possibility of such damages. However, notwithstanding the foregoing, for purposes of this Section, any direct damages incurred the ABA’s customers or end users shall be considered the direct damages of the ABA and shall not be subject to the foregoing limitation.

(f) Headings used in the Order are for convenience only and are not be used to interpret the agreement between the parties.

(g) Any notices required or permitted to be given pursuant to the Order shall be in writing, sent via certified mail, return receipt requested, or delivered by hand addressed as set forth on the face of the Order or to such other address may be specified by either party, and shall be deemed to have been given when received.

(h) The Order and any reference attachments hereto constitutes the entire understanding between the ABA and Seller with respect to the purchase of the specified goods and services and supersedes all prior oral and written communications. The Order may be amended or modified only in writing signed by authorized representatives of both parties.

(i) This Order shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflict of laws provisions thereof.

23. RECEIVING REQUIREMENTS at 321 North Clark Street, Chicago, Illinois

- Certificates of Insurance are required in compliance with building regulations. They must be provided and approved at least 24 hours in advance of a delivery.
- The Loading Dock is located on Lower Carroll and is accessible from Kinzie/Dearborn St. just east of Harry Caray’s Restaurant or southbound on LaSalle St. at Kinzie St. Under no circumstances are deliveries of large items permitted through the Lobby Level or from the passenger elevators.
- ABA Receiving hours are 8:30 am to 4:30 pm.
- Loading and unloading of deliveries is reserved for trucks, vans, and other delivery vehicles with a limit of thirty (30) minutes parking time.
- All deliveries are inside deliveries and cannot be unloaded or left unattended on the building dock.
- Vehicles parked more than thirty minutes are subject to a parking violation and/or towing at vehicle owners’ expense by the Property Manager.
- Trucks that are larger than 35 feet in length will require the separation of the cab from the trailer while being unloaded in order to avoid blocking through traffic or access to the building’s parking garage.
- Trucks higher than 13’6” WILL NOT FIT in the dock.
- Union affiliated delivery personnel are required for large shipments.
- After-hours reservations can be accommodated; however, confirming arrangements must be made at least 48 hours in advance and will require appropriate security personnel at current billing rates. Not all after-hours reservations can be accommodated due to other building activities. Confirmation by the Property Manager in advance is required.
- Maximum pallet size is 42” x 42”.
- Maximum height for pallet and load is 48”.
- All packing slips, shipping papers, and invoices must identify purchase order number and part numbers as shown on purchase orders.
- ABA does not waive its right to inspect for concealed damage. The ABA’s signature on all Proofs of Delivery are made “Pending Further Inspection.” Recognizing time is of the essence, we will contact you upon completing the final inspection if damage is discovered and provide photographic evidence and notate the damage essential to the claims process.
- Catered orders must be made at the loading dock. Tenant suite deliveries can be made upon approved authorization and registration using iVisitor.

RECEIVING REQUIREMENTS at 1050 Connecticut, N.W., Suite 400, Washington, DC
- Deliveries are accepted between 8:00 am and 4:30 pm
- The loading dock is in the rear of the building.
- Dock receiving by appointment: please call Jeremiah Dobbs at 202-662-1866 at least 24 hours in advance.

As a representative of the supplier, you are required to sign below indicating that you have read and understood the contents of the ABA’s Standard Terms and Conditions of Purchase.

I have read the above statement and fully understand it.

__________________________  ____________________________
Signature                                           Date

Supplier

Bidder does not accept the ABA Standard Terms and Conditions of Purchase. Identify separately what terms and conditions you would like to renegotiate and what additional terms and conditions the Bidder would like to add to the ABA standard contract terms and conditions.

__________________________  ____________________________
Signature                                           Date

Supplier

This statement must be signed by the supplier and submitted to the ABA.
## Bidder Response Sheet

**American Bar Association**

### Bidder Information:

<table>
<thead>
<tr>
<th>Bidder Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder Mailing Address</td>
<td></td>
</tr>
<tr>
<td>Bidder Website</td>
<td></td>
</tr>
<tr>
<td>Bidder Contact Person</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s Phone Number</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s Facsimile Number</td>
<td></td>
</tr>
<tr>
<td>Contact Person’s Email Address</td>
<td></td>
</tr>
<tr>
<td>Bidder Federal ID Number</td>
<td></td>
</tr>
</tbody>
</table>

The Supplier’s Attestations to compliance with the following policies must be completed and attached to this Bidder Response Sheet:

- Processing of Cardholder Data
- Electronic and Information Technology (EIT) Accessibility
- Confidentiality and Non-Disclosure Agreement

### Signature

<table>
<thead>
<tr>
<th>Signature of an official authorized to bind the Bidder to the provisions contained in the Bidder’s proposal:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

Failure to complete, sign and return this form and required attachments with the bidder’s proposal may result in the rejection of the bidder’s proposal.
## Evaluative Questionnaire

All questions must be completed and answers provided in the space allocated. If there is no answer, write "N/A"

<table>
<thead>
<tr>
<th>Question</th>
<th>Supplier's Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 List three professional references for whom you produce a similar</td>
<td></td>
</tr>
<tr>
<td>product. Indicate contact name and phone number.</td>
<td></td>
</tr>
<tr>
<td>2 Describe the customer support that is available including service</td>
<td></td>
</tr>
<tr>
<td>hours and types of services.</td>
<td></td>
</tr>
<tr>
<td>3 Define in detail the International mailing service options you</td>
<td></td>
</tr>
<tr>
<td>provide.</td>
<td></td>
</tr>
<tr>
<td>4 List the delivery service targets, in days, for the mailing options you</td>
<td></td>
</tr>
<tr>
<td>are providing?</td>
<td></td>
</tr>
<tr>
<td>5 State your procedure to aggregate mail in volume by country or zone</td>
<td></td>
</tr>
<tr>
<td>to reach a favorable pricing. What is the benchmark time allowance</td>
<td></td>
</tr>
<tr>
<td>for this accumulating?</td>
<td></td>
</tr>
<tr>
<td>6 State your procedure for address verification and how are addressing</td>
<td></td>
</tr>
<tr>
<td>issues resolved? Are mail pieces returned? Do you provide statistics</td>
<td></td>
</tr>
<tr>
<td>of addressing issues?</td>
<td></td>
</tr>
<tr>
<td>7 Describe your tracking system in detail. Starting with the ABA’s</td>
<td></td>
</tr>
<tr>
<td>printer/mailer tendering our jobs to your operation and all steps all</td>
<td></td>
</tr>
<tr>
<td>the way to the foreign destinations.</td>
<td></td>
</tr>
<tr>
<td>8 Provide samples of transaction history reports in Excel that provide</td>
<td></td>
</tr>
<tr>
<td>tracking, volume, and cost metrics. What standard monthly, quarterly,</td>
<td></td>
</tr>
<tr>
<td>and yearly reporting is provided?</td>
<td></td>
</tr>
<tr>
<td>9 Provide a sample of your invoice in Excel format. Detail your ability</td>
<td></td>
</tr>
<tr>
<td>to itemize individual mailings from separate sources.</td>
<td></td>
</tr>
<tr>
<td>10 Summarize your quality control processes and the established</td>
<td></td>
</tr>
<tr>
<td>programs you have in place to ensure 100% quality service and</td>
<td></td>
</tr>
<tr>
<td>products for the ABA. Include:</td>
<td></td>
</tr>
<tr>
<td>• Existence of addressing verification at sorting step with the</td>
<td></td>
</tr>
<tr>
<td>return of undeliverable as addressed mail to ABA Mail Services and</td>
<td></td>
</tr>
<tr>
<td>reporting of these issues.</td>
<td></td>
</tr>
<tr>
<td>• Ability to not aggregate mail up to favorable volumes which delays the</td>
<td></td>
</tr>
<tr>
<td>delivery of ABA international mail.</td>
<td></td>
</tr>
<tr>
<td>• Ability to report success of meeting or exceeding delivery service</td>
<td></td>
</tr>
<tr>
<td>targets.</td>
<td></td>
</tr>
<tr>
<td>• Existence of process to track mail to be processed starting at AWB</td>
<td></td>
</tr>
<tr>
<td>issuance through to arrival at the vendor’s processing facility</td>
<td></td>
</tr>
<tr>
<td>11 Do you have a Business Continuity Plan? What contingency procedures</td>
<td></td>
</tr>
<tr>
<td>and operations do you have in the event your normal facility operation</td>
<td></td>
</tr>
<tr>
<td>is disrupted?</td>
<td></td>
</tr>
</tbody>
</table>

- 20 -
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>List all ecological and environmental programs you have in place in your production facility as well as the sustainability choices and options you provide in your printed products.</td>
</tr>
<tr>
<td>13</td>
<td>Describe your firm’s experience with similar customers or similar associations (if any).</td>
</tr>
</tbody>
</table>
| 14 | Explain any added value and/or unique services your company can offer to the ABA. Include –  
- Ability to provide additional International mail and small package services on an ad hoc basis  
- International address verification tools.  
- The rank, by size, of ABA in comparison to other customers. |
| 15 | Do you offer, or will you consider a rebate program based upon an incremental increase in annual sales? |
| 16 | The ABA terms of payment are 45 days with a discount of 2% taken if payment is made within 15 days of receipt of invoice - are these acceptable to you? |
| 17 | Will any of this work be produced by a third party? Please list any subcontractors and the work that will be performed. |
| 18 | Do you agree to sign a Non-Compete Agreement prior to executing an agreement with the ABA? |
| 19 | Complete and return the required Bidder Response Sheet, Supplier, Supplier Attestation on Electronic and Information Technology (EIT) Accessibility, and Confidentiality and Non-Disclosure Agreement. |
## Sample Price Submittal Spreadsheet

This is an illustration. Use the attached Excel worksheet for your pricing submission.

### CANADA

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Year 1 Pricing</th>
<th>Year 2 Pricing</th>
<th>Year 3 Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>IPA Service, letters up to 3.5 oz</td>
<td>pc</td>
<td>lb</td>
<td>in Route</td>
</tr>
<tr>
<td>IPA Service, flats up to 17.6 oz</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CANADA Letters ISAL - not offered</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CPC Pub Service, NDG up to 3.5</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>CPC Pub Service, NDG 3.5 to 4</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### FOREIGN

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Year 1 Pricing</th>
<th>Year 2 Pricing</th>
<th>Year 3 Pricing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority Service, Letters up to 3.5</td>
<td>$0.36</td>
<td>$5.05</td>
<td>$5.05</td>
</tr>
<tr>
<td>Standard Service, Letters up to 3</td>
<td>$0.56</td>
<td>$4.15</td>
<td>$4.15</td>
</tr>
<tr>
<td>Priority Service, Flats up to 17 &amp; 4</td>
<td>$0.33</td>
<td>$4.21</td>
<td>$4.21</td>
</tr>
<tr>
<td>Standard Service, Flats up to 17</td>
<td>$0.57</td>
<td>$3.08</td>
<td>$3.08</td>
</tr>
</tbody>
</table>

Fuel Surcharge: $0.00

### CANADA

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Year 1 Projection</th>
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<th>Year 3 Projection</th>
</tr>
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<tbody>
<tr>
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<td>lb</td>
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</tr>
<tr>
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Fuel Surcharge: $0.00

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<tr>
<td>Standard Service, Letters up to 3</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Priority Service, Flats up to 17 &amp; 4</td>
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<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Standard Service, Flats up to 17</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Fuel Surcharge: $0.00

### Annual Total Projection:
- Year 1: $0
- Year 2: $0
- Year 3: $0
Supplier Attestation on Electronic and Information Technology Accessibility

Supplier’s products and services will provide electronic and information technology (“EIT”) accessibility to people with disabilities and will fully conform to: (i) the Web Content Accessibility Guidelines 2.0, as may be amended from time to time (“WCAG”), http://www.w3.org/TR/WCAG20/, (approved as ISO/IEC 40500:2012 (October, 2012)), including all requirements set forth in Level AA; and (ii) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (d), and its implementing regulations, currently at 36 C.F.R. §1194. Supplier will address the following principles in its RFP response:

Principle 1: Perceivable - Information and user interface components must be presentable to users in ways they can perceive.
- Text Alternatives: Provide text alternatives for any non-text content so that it can be changed into other forms people need, such as large print, braille, speech, symbols or simpler language.
- Time-based Media: Provide alternatives for time-based media.
- Adaptable: Create content that can be presented in different ways (for example simpler layout) without losing information or structure.
- Distinguishable: Make it easier for users to see and hear content including separating foreground from background.

Principle 2: Operable - User interface components and navigation must be operable.
- Keyboard Accessible: Make all functionality available from a keyboard.
- Enough Time: Provide users enough time to read and use content.
- Seizures: Do not design content in a way that is known to cause seizures.
- Provide ways to help users navigate, find content, and determine where they are.

Principle 3: Understandable - Information and the operation of user interface must be understandable.
- Readable: Make text content readable and understandable.
- Predictable: Make Web pages appear and operate in predictable ways.
- Input Assistance: Help users avoid and correct mistakes.

Principle 4: Robust - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
- Compatible: Maximize compatibility with current and future user agents, including assistive technologies.

Based on the foregoing, Supplier represents that: [Please check the appropriate response]

__ Supplier’s products and services to be provided under this RFP are fully compliant with the Web Content Accessibility Guidelines 2.0 and Section 508 of the Rehabilitation Act of 1973.

__ Supplier’s products and services to be provided under this RFP are not fully compliant with the Web Content Accessibility Guidelines 2.0 and Section 508 of the Rehabilitation Act of 1973. The following products/services are not compliant:
<table>
<thead>
<tr>
<th>Non-Compliant Products/Services</th>
<th>Anticipated Date of Compliance</th>
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As a representative of the supplier, you are required to sign below indicating that you have read and understood the contents of this Statement of Accessibility.

I have read the above statement and fully understand it.

___________________________________________________________________________  
Signature                                              Date

___________________________________________________________________________  
Supplier

My firm does not provide services that require compliance to (i) the Web Content Accessibility Guidelines 2.0, as may be amended from time to time (“WCAG”), [http://www.w3.org/TR/WCAG20/](http://www.w3.org/TR/WCAG20/), approved as ISO/IEC 40500:2012 (October, 2012), including all requirements set forth in Level AA; and (ii) Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794 (d), and its implementing regulations, currently at 36 C.F.R. §1194.

___________________________________________________________________________  
Signature                                              Date

___________________________________________________________________________  
Supplier

This statement must be signed by the supplier and submitted to the ABA.
Confidentiality and Nondisclosure Agreement

This Agreement, with the effective date of , is entered into by (hereinafter referred to as "Recipient"), residing at , and the American Bar Association (hereinafter referred to as "ABA"), an Illinois not for profit corporation with principal offices at 321 North Clark Street, Chicago, Illinois 60654.

WHEREAS the parties will be working together on ;

WHEREAS, either party may, in connection with this Agreement, disclose ("disclosing party") to the other party ("receiving party") information considered confidential and proprietary to the disclosing party (hereinafter “Confidential Information”);

NOW THEREFORE the parties, intending to be legally bound, agree as follows:

1. DEFINITION

Confidential Information. Confidential Information as used in this Agreement, includes but is not limited to information identified as confidential by the disclosing party at the time of disclosure, or which by its nature is normally considered confidential including but not limited to the following: (i) information and compilations of data regarding ABA business methods, practices and strategies, contracts or other business relationship; (ii) information and compilations of data regarding the names, personal information and transactions of its members; (iii) copyrights, trademarks and applications relating thereto; (iv) ABA programs, including related files and records, and (v) any other information not generally known to the public.

2. ACKNOWLEDGEMENT

Both parties acknowledge that disclosure of any Confidential Information may give rise to substantial and irreparable harm to the disclosing party and therefore, upon any such breach or any threat thereof, the disclosing party shall be entitled to immediate appropriate equitable relief in addition to whatever remedies it may have at law and/or equity as determined by a court of competent jurisdiction. The prevailing party will be entitled to reasonable attorneys’ fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

3. OBLIGATIONS

The receiving party shall not use or disclose Confidential Information for any purpose except as necessary to fulfill obligations under this Agreement or as required by law provided the disclosing party is given advanced written notice as permitted by law prior to disclosure. The receiving party agrees to limit access to such Confidential Information to employees or agents who need access to fulfill the obligations under this Agreement and the receiving party shall require such employees or agents who have access to Confidential Information to abide by the confidentiality provisions in this Agreement.

The receiving party shall protect the disclosing party's Confidential Information with the same degree of care that it regularly uses to protect its own Confidential Information from unauthorized use or disclosure, but in no event with less than a reasonable degree of care. The receiving party shall promptly return to the disclosing party all copies of
any Confidential Information of the disclosing party in its possession or control upon request, or in any event, upon any termination or expiration of this Agreement. No rights or licenses under patents, trademarks or copyrights are granted or implied by any disclosure of Confidential Information.

Recipient acknowledges that during any meeting(s) and/or communication(s) with any and all employees, member, or agents of the ABA it may become informed of certain trade secrets, proprietary and/or Confidential Information of the ABA, its members, employees or agents.

At the end of any meetings or communications with the ABA, upon request each party will return confidential and proprietary information of the other, provided, however, that each party shall be entitled to retain one archival copy of any notes, analyses, reports or other material prepared based on Confidential Information, which shall remain subject to this Agreement.

Obligations of confidentiality imposed by this Agreement shall not apply to any Confidential Information that 1) is received from a third party who was free to disclose the information; 2) is independently developed by employees of the receiving party who have not had access to such Confidential Information; 3) is or becomes publicly available through no wrongful act of the receiving party; 4) is already known by the receiving party as evidenced by documentation bearing a date prior to the date of disclosure; or 5) is approved for release in writing by an authorized representative of the disclosing party.

4. GENERAL TERMS

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any legal proceeding in connection with this Agreement may be brought only in state or federal courts of competent jurisdiction located in Chicago, Illinois. The parties hereto specifically waive any objection they may have to personal jurisdiction or venue in Chicago, Illinois.

This Agreement shall be effective as of the date first above written and the term shall extend through and until the earlier of (a) one (1) year from the effective date hereof, or (b) the date on which the Parties execute definitive legal documentation evidencing a transaction, which documentation contains a confidentiality undertaking by the Parties. However, either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party.”

The restrictions and obligations of this Confidentiality and Nondisclosure Agreement shall survive any expiration, termination, or cancellation of this Agreement.

The undersigned has caused this Agreement to be executed by its duly authorized representatives.

RECIPIENT

By: ____________________________
   (Signature)

Title: ____________________________

Date: ____________________________

AMERICAN BAR ASSOCIATION

By: ____________________________
   (Signature)

Title: ____________________________

Date: ____________________________