Request for Proposal
For:

Online Dispute Resolution Development and Hosting

ABA Center for Pro Bono
March 26, 2018

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**Bid Timetable**

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

<table>
<thead>
<tr>
<th>Activity</th>
<th>Responsibility</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP distributed via e-mail to selected bidders.</td>
<td>ABA</td>
<td>March 27, 2018</td>
</tr>
<tr>
<td>Deadline for unsolicited bidders who located this RFP on the ABA website to submit qualifying information.</td>
<td>Unsolicited Bidders</td>
<td>April 17, 2018</td>
</tr>
<tr>
<td>Deadline to submit clarifying questions via e-mail to Tali Albukerk at <a href="mailto:tali.albukerk@americanbar.org">tali.albukerk@americanbar.org</a>.</td>
<td>Bidders</td>
<td>April 17, 2018</td>
</tr>
<tr>
<td>Please monitor the following website for any communications and/or status regarding this RFP: <a href="https://www.americanbar.org/about_the_aba/rfp.html">https://www.americanbar.org/about_the_aba/rfp.html</a></td>
<td>Bidders</td>
<td></td>
</tr>
<tr>
<td>Electronic proposals must be received by <a href="mailto:tali.albukerk@americanbar.org">tali.albukerk@americanbar.org</a></td>
<td>Bidders</td>
<td>May 8, 2018</td>
</tr>
<tr>
<td>Two (2) hard copy proposals must be received by the ABA Center for Pro Bono at American Bar Association, 321 N. Clark Street, Chicago, IL, 60654</td>
<td>Bidders</td>
<td>May 8, 2018</td>
</tr>
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1.0 General Information

1.1 Purpose. This request for proposal (RFP) provides to those interested in submitting proposals sufficient information to enable them to prepare and submit proposals for the ABA Center for Pro Bono's consideration on behalf of the American Bar Association.

1.2 Issuing Department. The Center for Pro Bono has issued this RFP on behalf of the American Bar Association. The sole point of contact in the ABA for this RFP shall be Tali Albukerk, American Bar Association, 321 N. Clark Street, Chicago, IL 60654, tali.albukerk@americanbar.org.

1.3 Problem Statement or Type of Goods Required. In conjunction with the utilization of ABA Free Legal Answers (www.abafreelegalanswers.org), users will be able to participate in Online Dispute Resolution (hereinafter “ODR”). ODR uses technology to facilitate the resolution of disputes between parties. For this project, information technology will be used for automated negotiation, thus acting as the third neutral party in a dispute. As a result, ODR will be used to increase efficiency and provide disputants with time saving and cost reductions. ODR may be applied to a range of disputes, including consumer to seller disputes, marital separation, tenant to landlord disputes and court disputes. ODR is intended to be deployed to all current and future participating ABA Free Legal Answers site jurisdictions.

1.4 Scope. This RFP 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 RFP.

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 RFP.

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 RFP process or in anticipation of the award of the contract.

1.8 Pre-proposal Conference. There will be no pre-proposal conference for this RFP. If there are any questions, please forward them to the Issuing employee in accordance with Section 1.9.

1.9 Questions & Answers. If a Bidder has any questions regarding this RFP, the Bidder must submit the questions by email to the Issuing employee named in Section 1.2 of the
RFP 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 RFP in accordance with RFQ Part I, Section I-10. Each Bidder shall be responsible to monitor the ABA website for new or revised RFP 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 RFP or formally issued as an addendum by the Issuing Employee.

1.10 Addenda to the RFP. If the Issuing Employee deems it necessary to revise any part of this RFP 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 RFP. Answers to the questions asked during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

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 RFP, 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 RFP, the proposal must remain valid for 120 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 RFP 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 RFP until the Issuing Employee selects a quote for award, the Issuing Employee is the sole point of contact concerning this RFP. 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 upon completion of the contracted service. 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 RFP, 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 RFP.

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 RFP shall be incorporated, without substantial alternation, into the general terms and conditions of the final contract. All sections of the RFP, including the specifications and the completed RFP document with attachments specified by the RFP, will become part of the contract documents. Vendors should exercise the utmost care in the completion of the RFP 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 RFP. This RFP is being made available by electronic means. If a Bidder electronically accepts the RFP, the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the RFP.
2.0 Proposal Requirements

Bidders must submit their proposals in the format outlined below. To be considered, the proposal must respond to each and every requirement in this part of the RFP. Bidders should 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 RFP and to complete the project or provide the goods as specified.

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 RFP. 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 as detailed and comprehensive as appropriate. Use as many of the task descriptions in Section 4.0 of this RFP as possible.

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

2.4 Price Submittal. 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.

2.5 Project Time Line. Provide a detailed schedule with tasks enumerated, including customer and supplier responsibilities with appropriate time lines for completing tasks assigned.

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 RFP, 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 Processing of Cardholder Data, 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 its 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.
• Understanding the Problem
• Bidder Qualifications
• Financial Capability
• Personnel Qualifications
• Best total overall value
• Ability to integrate with current ABA policies and systems
• Soundness of Approach
• Customer Service Protocol
• Scheduling flexibility / accommodating schedule changes
• Quality Control Process or Program
• Supplier Value Proposition/Added Value
• Comprehensive and complete response to RFP
• Reputation and experience with similar projects
• Completed and returned the required Bidder Response Sheet, Supplier Attestation on Processing of Cardholder Data, Supplier Attestation on Electronic and Information Technology (EIT) Accessibility, and Confidentiality and Non-Disclosure Agreement.
• Cost over period of proposed term of agreement

4.0 Specifications and Work Statement

4.1 Objectives.

a. General. The ABA’s primary objective is to seek out and employ a firm who will provide total and comprehensive services in the development, deployment and hosting of an ODR platform in all current and future participating ABA Free Legal Answers jurisdictions.

b. Specific. The ABA is seeking a partner that will:

1) Provide proactive, unbiased, professional advice and recommendations that benefit the users of ABA Free Legal Answers
2) Be available by phone and/or meet with ABA staff and designated representatives as reasonably requested to answer questions and provide consultation service
3) Identify requirements of the project and fulfill or provide solutions to all identified requirements
4) Advise the ABA, to the extent known by the firm, about “best practices” that the ABA might adopt related to the project to which the firm is providing services
5) Provide a competitive cost structure
6) Timely launch system upon contract execution.

4.2 Nature and Scope of the Project. The ABA is seeking to select a single vendor for the following services:

a. Creation of software architecture and process to support an ODR platform.
b. Develop a platform that will elicit user issues and contact information for disputants, and create a “case” in which both parties can exchange written communication leading to a potential resolution of their issue.

c. Provide hosting and ongoing maintenance of the ODR system.

d. Use architecture and tools designed to meet industry standards for the security of sensitive data and communication.

e. Provide capability for export and submission of resolution to appropriate authorities or organization.

f. If deemed necessary, provide a variety of service options such as information organizing, sending automatic responses, shaping writing communications in a more polite and constructive manner e.g. blocking foul language, monitoring performance, scheduling meetings, and clarifying interests and priorities.

g. Provide utilization by as many jurisdictions as want to participate.

4.3 Requirements and Tasks.

The selected firm will be required to provide the following services:

See items listed under 4.2 (a-e)

4.5 Reports and Project Control. The following must be provided on an ongoing basis and approved by the Issuing employee before the selected Bidder proceeds further with the work.

a. **Task Plan.** A work plan for each task that identifies the work elements of each task, the resources assigned to the task, and the time allotted to each element and the deliverable items to be produced.

b. **Status Report.** A periodic progress report covering activities, problems and recommendations. This report must be tied to the work plan the Bidder developed in its proposal, as amended or approved by the Issuing employee.

c. **Problem Identification Report.** An “as required” report, identifying problem areas. The report must describe the problem and its impact on the overall project and on each affected task. It must list possible courses of action with advantages and disadvantages of each.

d. **Final Report.** Submission of draft copies of the final report to permit the Issuing employee to satisfy itself as to the report’s completeness and factual accuracy.

The successful Proposer must directly provide all services described in this document, and must appoint one of its employees as the key contact for approval by the ABA.
TERMS AND CONDITIONS OF PURCHASE

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, discloses or otherwise 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, at its sole expense, will comply with the Payment Card Industry Data Security Standard ("PCI DSS") at https://www.pcisecuritystandards.org/merchants/index.php.

• 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 ("QSA") Assessment Certificate, a PCI Report on Compliance, or evidence that Supplier is included on the Visa or MasterCard list of PCI DSS Validated Services Providers at https://www.pcisecuritystandards.org/approved_companies_providers/validated_payment_applications.php?agree=true.

• Supplier will immediately notify ABA if Supplier is found to be non-compliant with any PCI DSS requirement or if there is any breach of cardholder data impacting ABA or its customers.

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
- Dock hours are 8:30 am to 4:30 pm
- Dock receiving by appointment: call 312/988-6343 48 hours in advance.
- Dock able to receive straight trucks and semis
- Maximum pallet size of 42” x 42”
- Maximum height for pallet and load of 48”
- Maximum gross weight for pallet and load of 2,600 lbs.
- All packing slips, shipping papers and invoices must identify purchase order number and part numbers as shown on PO
- Dock able to receive straight trucks and semis

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

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

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

Provide a price schedule for the proposed services. Include any one-time charges, research fees, and all other fees that will be charged, even if already in place or listed elsewhere in the proposal.

Proposed fee to Execute the Scope of Services as listed in the RFP:

The above listed proposed fee includes the following related services:

---

The following services are not included in the fee above and are billed separately:

<table>
<thead>
<tr>
<th>Service(s):</th>
<th>Amount(s):</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>
# 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 product. Indicate contact name and phone number.</td>
<td></td>
</tr>
<tr>
<td>2. Describe the customer support that is available including service hours and types of services.</td>
<td></td>
</tr>
<tr>
<td>3. How would your company accommodate requests to modify the production schedule; how do you manage last minute change requests from the ABA or other sources; describe methods you have to ensure your company meets its deadlines.</td>
<td></td>
</tr>
<tr>
<td>4. Summarize your quality control processes and the established programs you have in place to ensure 100% quality service and products for the ABA.</td>
<td></td>
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<tr>
<td>5. Do you have a Business Continuity Plan? What contingency procedures and operations do you have in the event your normal facility operation is disrupted?</td>
<td></td>
</tr>
<tr>
<td>6. 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>
<td></td>
</tr>
<tr>
<td>7. Describe your firm’s experience with similar projects or similar associations (if any).</td>
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<tr>
<td>8. Explain any added value and/or unique services your company can offer to the ABA.</td>
<td></td>
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<tr>
<td>9. Do you offer, or will you consider a rebate program based upon an incremental increase in annual sales?</td>
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<tr>
<td>10. 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?</td>
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<tr>
<td>11. Will any of this work be produced by a third party? Please list any subcontractors and the work that will be performed.</td>
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</tr>
<tr>
<td>12. Do you agree to sign a Non-Compete Agreement prior to executing an agreement with the ABA?</td>
<td></td>
</tr>
<tr>
<td>13. Complete and return the required Bidder Response Sheet, Supplier Attestation on Processing of Cardholder Data, Supplier Attestation on Electronic and Information Technology (EIT) Accessibility, and Confidentiality and Non-Disclosure Agreement.</td>
<td></td>
</tr>
</tbody>
</table>
SUPPLIER ATTESTATION ON 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, at its sole expense, will comply with the Payment Card Industry Data Security Standard (“PCI DSS”) at https://www.pcisecuritystandards.org/merchants/index.php.

- 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 (“QSA”) Assessment Certificate, a PCI Report on Compliance, or evidence that Supplier is included on the Visa or MasterCard list of PCI DSS Validated Services Providers at

- Supplier will immediately notify ABA if Supplier is found to be non-compliant with any PCI DSS requirement or if there is any breach of cardholder data impacting ABA or its customers.

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 Processing of Cardholder Data.

I have read the above statement and fully understand it.

________________________________________________________________________
Signature Date

________________________________________________________________________
Supplier

My firm does not collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information.

________________________________________________________________________
Signature Date

________________________________________________________________________
Supplier

This statement must be signed by the supplier and submitted to the ABA.
SUPPLIER ATTESTATION ON ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) 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 acknowledges 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: ____________________________