

REQUEST FOR PROPOSAL



THE STATE BAR OF CALIFORNIA

This document is a Request for Proposal ("RFP") for fulfillment of membership bar card packet services on behalf of the State Bar of California.

Please submit five copies of your proposal in a sealed envelope no later than 5 p.m. on May 6, 2004. All responses to the Request for Proposal shall be submitted to:

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

Attn: Elyse Cotant

Contact Information:
Phone: 415-538-2326
Fax: 415-538-2361
E-mail: Elyse.Cotant@calbar.ca.gov

I. INTRODUCTION

The State Bar of California ("State Bar"), created in 1927 by the Legislature and adopted into the California Constitution, is a public corporation within the judicial branch of state government. In accordance with the State Bar's procurement policies, contracts of \$50,000 or more are subject to formal competitive bidding. As a governmental agency, the State Bar regularly receives favorable governmental pricing and contract terms.

The State Bar is seeking proposals for typesetting and printing of the bar card, bar card carrier and envelope, and imaging, mailing and other services with regard to the State Bar's Membership Bar Cards for the years 2005, 2006 and 2007.

II. GENERAL INFORMATION

A. Submission Requirements

The submission requirements for the RFP are set forth below. A proposal shall constitute an irrevocable offer for thirty (30) business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Responses to the RFP must contain the following information:

1. A brief description of the history and organization of the proposer's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that proposer, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent annual report or comparable statement including financial data and an indication of resources dedicated to research and development.
4. A description of similar projects completed by the proposer within the past three years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References from at least four organizations that have used proposer's services for similar projects within the past 18 months.
7. A general description of the techniques, approaches and methods to be used in completing the project.
8. A description of the chronology of completing the work, including a time line and deadlines for each task.
9. A detailed cost proposal, including any travel costs and other expenses. As the State Bar may award a contract based on the initial offer, a proposer should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those proposers falling within a competitive range, and to request revised pricing offers from such proposers and make an award and/or conduct negotiations

thereafter. To be responsive, a proposal must contain firm cost totals by year for 2005, 2006 and 2007.

B. Rejection of Proposals

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

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

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

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

C. Evaluation Process and Highest Scored Proposer

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

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

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

The following criteria will be used in reviewing and comparing the proposals and in determining the HSP. The weight to be assigned to each criterion appears following each item.

1. Responsiveness of the proposal to original specifications set forth in the RFP, including agreement with the State Bar's contracting requirements (20 %).
2. The technical ability, capacity, and flexibility of the proposer to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar. (35 %)
3. The financial viability of the proposer as evidenced by standard financial reports and by related factors such as its business plan, market position, and strategic partnerships. (15 %)
4. The total cost of the proposal solution. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract. (30 %).

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSP will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent by to proposers on or about May 13, 2004, of the Bar's intention to award the contract to the HSP. It is anticipated that final selection of the HSP will be made by May 20, 2004. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

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

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to:

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

Attn: Elyse Cotant
Contact Information:
Phone: 415-538-2326
Fax: 415-538-2361
E-mail: Elyse.Cotant@calbar.ca.gov

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

E. Errors in the RFP

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

If prior to the date fixed for submissions, a proposer knows of or should have known of an error in the RFP but fails to notify the State Bar of the error, the proposer shall bid at its own risk, and if, awarded the contract, shall not be entitled to additional compensation or time by reason of the error or its later correction.

F. Questions Regarding the RFP

Questions regarding the RFP may be addressed in writing to Elyse Cotant. (See contact information above.)

All questions and answers regarding the RFP may be shared with all proposers.

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

will be notified. A proposer who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. Any such request must be received by the State Bar within three (3) days of receipt of the RFP, but in no event later than five (5) days before the deadline for submitting proposals.

G. Addenda

The State Bar may modify the RFP prior to the date fixed for submission by mailing, e-mailing or faxing an addendum to the proposers to whom the RFP was sent. If any proposer determines that an addendum unnecessarily restricts its ability to bid, it must notify the State Bar in writing no later than three (3) days following the receipt of the addendum.

H. Withdrawal and Resubmission/Modification of Proposal

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

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

I. Protest Procedure

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

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

A proposer qualified to protest should contact **Bill Brauer, Procurement Officer**, at the State Bar of California to attempt an informal resolution. If he is unable to resolve the protest to the proposer's satisfaction, the

proposer must file a written protest within five (5) days of the notice of intention to award contract. The written protest must state the facts surrounding the issue and the reasons the proposer believes the award to be invalid.

The protest must be sent by certified or registered mail or delivered personally to:

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

Attention: Robert Hawley, Deputy Executive Director

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

J. News Releases

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

K. Disposition of Materials

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

III. STATEMENT OF WORK

Vendor shall produce, personalize, collate and mail the Bar Card packages more fully described below (hereinafter "Bar Card Packages") to all members specified in the tapes provided by the State Bar (hereinafter the "Services"). The personalization and mailings shall be done on a monthly basis using the specific names provided by the State Bar. The time line for performance of each stage of the Membership Year 2005 Services is set forth in **Exhibit A**.

Detailed specifications for production, personalization, collation and mailing, and the obligations of the vendor for each stage of the Services are as follows:

A. Colors

Bar Card

The two colors for the tints and screens used in producing the Bar Card shall be designated in PMS numbers and in black

B. Proofs

The proofs for the Bar Card Package shall be in color and shall be based upon the sample artwork supplied by the State Bar. All proofs shall be completed to the satisfaction of the State Bar of California and the vendor shall promptly change and/or revise such proofs, as needed, until the State Bar is completely satisfied with the proofs. Accordingly, the vendor shall provide the initial proofs to the State Bar for review sufficiently in advance of the completion dates as to follow for any changes or revision to the proofs.

The Personalized Data Positioning Layout for the Bar Card Package shall be made using a copy of the Bar Card Package Proofs.

C. Production of Bar Card Package

1. Components

The Bar Card Package shall consist of three components: (1) the Bar Card; (2) the Carrier; (3) the outgoing envelope. After production, the Bar Card and the Carrier shall be personalized for each individual State Bar Member, as set for below in Section III D.

2. Typesetting Copy

Vendor shall typeset the copy to be pre-printed onto each component of the Bar Card Packages as shown in **Exhibit B**.

3. Quantity Produced/Storage

Vendor shall produce 200,000 of each Bar Card Package component (i.e., 200,000 each of the Bar Card, the Carrier and the outgoing envelope) as set forth above. The quantities will increase by 5,000 per year for 2006 and 2007. After production, vendor shall place all of the Bar Cards into a

secured vault, for safekeeping, until needed for personalization. The non-personalized Carriers and the outgoing envelopes shall also be stored by the vendor for later use.

4. Specifications

a. Bar Card

- (1) Dimensions/Medium: The Bar Card shall be made of 20 mil white vinyl stock and shall be cut so that each card is 3-3/8" (w) x 2-1/8" (h) with rounded corners.
- (2) Colors: The colors for the graphic design and pre-printed lettering shall be designated in PMS numbers.
- (3) Signature strip: The Bar Card shall be produced with a white signature strip on the bottom of the back side of Card, as shown in Exhibit B which shall enable Bar Card users to easily and permanently affix their signatures to the Bar Cards.

b. Carrier

- (1) Dimensions/Medium: The Carrier shall be printed on a white, 8-1/2" x 11" form with 'd' rings or other devices to hold the bar card securely in place.
- (2) Ink Colors: Ink colors for the graphic design and pre-printed lettering on the front of the Carrier shall be designated in PMS numbers. There shall be no printing on the back of the Carrier.
- (3) Die-cutting: Vendor shall die-cut the top section of the carrier in the Bar Card Package as shown in Exhibit B. The cuts shall be made cleanly and evenly, such that the left side of the Bar Card will fit easily and securely through the cut for mailing. The cut shall be placed such that the placement of the Bar Card in the Carrier does not interfere with or damage printed or imaged copy, or disrupt the ability for the Carrier to be properly folded, as designed for mailing.

c. Outgoing Envelope

- (1) Dimensions/Medium: The outgoing envelope shall be 9-1/4" x 3-7/8" in size and shall be made of opaque white paper with an address window on the front of the envelope through which the member name and mailing address imaged on the Carrier may be easily read.
- (2) Ink Color: The ink color used for printing the State Bar's return address and other lettering on the face of the envelope shall be Black (see **Exhibit B**). There shall be no printing on the back of the envelope.

D. Personalization of Bar Card Package

After production of the Bar Card Packages, vendor shall thermally print onto the Bar Cards and image on the Carriers, using Black ink, specified membership information. The envelopes will not be personalized.

1. Membership Data Tapes

On a weekly basis beginning in December 2005, the State Bar shall provide the vendor with groups of membership data on computer tape. Vendor shall use the computer tape data to personalize on Bar Card Package for each State Bar member listed therein.

- a. The membership data provided by the State Bar for each State Bar member shall consist of the following information:
 - (1) member name;
 - (2) member number
 - (3) member status (active or inactive)
 - (4) member MCLE Group number (1-3), and
 - (5) member address
- b. The State Bar will provide the fields of data specified above using the agreed upon format.

2. Thermal Printing

- a. Vendor shall use the membership data supplied by the State Bar to thermally print one (1) personalized Bar Card for each member listed on the tape. Only the following fields of data shall be thermally printed on each Bar Card:

- (1) Member name;
 - (2) State Bar membership number;
 - (3) Member MCLE Group (1-3), and
 - (4) Membership status (active or inactive).
- b. The thermally printed membership data shall be placed on the Bar Cards as shown in the Personalized Data Positioning Layout, **Exhibit C**, using 240 dpi (dots per inch) thermal printing. The data positioning may change from year-to-year.
 - c. The outgoing envelope and Carrier shall not be thermally printed.

3. Imaging

- a. Vendor shall use the membership data supplied by the State Bar to image one (1) personalized Carrier for each member listed on the tape. Only the following fields of data shall be imaged onto each Carrier.
 - (1) Member name;
 - (2) State Bar membership number; and
 - (3) Member address.
- b. The imaged membership data shall be placed on the Carriers as shown in the Imaged Data Positioning Layout, Exhibit B using 240 dpi imaging.
- c. The outgoing envelope and Bar Card shall not have imaging.

E. Personalized Test Run

After production, but prior to personalization of the first group of Bar Card Packages, vendor shall generate a personalization test run of 100 Bar Card Packages.

1. For the test run, vendor shall use Blank Bar Card Packages and authentic membership data provided by the State Bar to test the quality and accuracy of the thermal printing and imaging of membership data. At this time, vendor shall also collate the test run packages as described below in Section III F. for the State Bar's inspection.

2. The results of the test run shall be checked by the Director of Member Services and Information of the State Bar or her designee (hereinafter "Director"), at least one of whom, shall be present on-site, to inspect and verify that the data is correctly placed/encoded, that the Packages are properly collated, and that the entire test run is of a quality acceptable to the State Bar.
3. If the results of the test run described above do not meet with the complete satisfaction of the Director, vendor shall re-run the test run, as described above, as many times as the State Bar deems are necessary, until the test run meets with the complete satisfaction of the Director.

F. Sample Bar Card Packages

After the personalization test run has been approved by the State Bar, vendor shall personalize 100 sample Bar Card Packages (and shall collate the Packages, as described below in III G. I.) for the State Bar's distribution within the State Bar. Sample packages shall include all imaged data but shall use fictitious membership information (e.g., Member name: "A Sample Member", State Bar number "000001", etc.)

G. Collating and Mailing of Bar Card Packages

1. Collating Bar Card Packages

Vendor shall collate the personalized Bar Card Packages, as described below, so that each Bar Card Package contains one (1) of each component specified above in III C. and III. D. and such that all components of the Bar Card Packages shall consistently have a neat, smooth and professional appearance.

a. Carrier

The Carrier shall be folded twice, horizontally, so that it is divided into three sections so that the member name and address imaged on the carrier appears in the envelope window.

b. Bar Card

The left edge of the Bar Card shall be inserted into the die cut area so that the front of the Bar Card shall be facing up.

c. Outgoing Envelope

The folded Carrier, with the Bar Card inserted therein as directed above, shall be inserted into the outgoing so that the address can easily be read through the envelope window and shall meet all USPS requirements.

2. Mailing

Vendor shall transport the Bar Card Packages, in a dedicated U.S. Postal Service Truck, to the U.S. Post Office closest to the vendor site, for mailing to the State Bar members whose names and addresses appear in the windows of the outgoing envelope. Vendor must assure use of complete address as provided by the State Bar.

a. Addresses/Use of Mail Hygiene Software

The member address used by the vendor for mailing shall be each member's address of record as it is supplied by the State Bar on computer tape, without any changes, except that vendor may use mail hygiene software to make changes only in punctuation or to add a "+ 4" zip code extension.

b. Postage/Pre-sorting Rates

- (1) Vendor shall sort the finished Bar Card Packages to obtain the best available first-class postal rate. For U.S. addresses, the sorting process shall use pre-barcode sort, pre-sort, and residual piece rates of \$0.264, \$0.274, and \$0.37, respectively. These postal rates shall be adjusted to meet current USPS rates.
- (2) Any member's addresses that are rejected by the mail hygiene software for reasons other than punctuation or adding a "+ 4" zip code extension, shall be dropped out of the mail queue and sent separately to the member's address of record using full first class (\$0.37) postage.
- (3) On a monthly basis, vendor shall calculate the total dollar amount of postage required for both U.S. and foreign mailings. Vendor shall prepare an invoice which itemizes and details all postage charges, by number of items and rates charged and shall send this invoice, by mail or facsimile, to the Director .

H. Backup Facilities

The Vendor shall maintain sufficient backup facilities so that the project can be completed by deadline in the event that the Vendor's original facility cannot complete the project as planned.

IV. CONTRACTING REQUIREMENTS

Upon selection of a vendor, the terms set forth in this RFP are to be embodied in a definitive agreement containing such additional covenants and other provisions as may be mutually acceptable. If appropriate, the State Bar's first choice is to incorporate the master purchasing terms and conditions applicable to the State of California to the Bar's agreement with the Vendor.

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

A. Time of Essence

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

B. Warranties and Representations

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

C. Equipment, Tools, Supplies

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

D. Indemnity Obligations of Vendor

To the fullest extent permitted by law, Vendor will agree to protect, indemnify, defend and hold the State Bar and the State Bar's Board of Governors, officers, employees, agents and representatives and each of their successors and assigns (the "Indemnities") entirely harmless from and against any and all claims, actions, demands, proceedings, liabilities, damages, judgments, fines, penalties, settlements, costs and charges, including, without limitation, attorneys' fees and expenses, arising directly or indirectly from or in connection with (a) any breach of the Agreement, (b) any actual or alleged negligent act, negligent error or omission, intentional misconduct of, or violation of any law by Vendor, the Vendor's employees, subcontractors, agents, representatives or assigns (collectively, the "Vendor's Agents") in the performance or non-performance of the professional services required to be performed by the Vendor under the Agreement; or (c) the State Bar's enforcement of its rights under this indemnity provision. Vendor will agree that its obligations under this indemnity will survive the expiration and termination of this agreement.

In the event both the State Bar and Vendor are named as defendants in the same civil action, and the State Bar determines that a conflict of interest exists between the parties, Vendor will agree to provide, at its own cost, independent counsel for the State Bar. The State Bar may, at its option, designate its Office of General Counsel as equal participating counsel in any litigation wherein the Vendor defends the State Bar.

E. Insurance Obligations of Vendor

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

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.

3. Printer errors and omissions coverage with a general aggregate limit of at least One Million Dollars (\$1,000,000.00).

Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: **Bill Brauer, Procurement Officer**, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be non-contributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount.

If Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. In addition to the insurance required to be obtained and maintained by the Vendor, if the Vendor assigns any portion of the duties under this agreement in accordance with the terms, hereof, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive endorsements normally included in the State of California. If Vendor's commercial general liability insurance contains such restrictive endorsements, the Vendor shall have five (5) business days to remove said restrictions. If the Vendor is unable to do so, the State Bar may terminate this agreement, and will be required to give the Vendor no more than two (2) days' notice of such termination, anything in this agreement to the contrary notwithstanding.

F. Termination

1. Appropriation of Funds. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation shall be contingent upon the California State Legislature's authorization of funding at or above current levels. If sufficient funds are not authorized, Vendor agrees to terminate any services supplied to the State Bar, and relieve the State Bar of any further obligations under the Agreement.
2. Default by Vendor. The Agreement may be terminated by the State Bar upon thirty (30) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the

event the Agreement is terminated due to the default by Vendor, Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.

3. Automatic Termination. The Agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the Agreement.

G. Ownership of Documents

All work product and instruments of the specifications ("work product") and all rights thereto in the nature of copyright, trademark, patent and rights to ideas will be assigned to, and will become the property of the State Bar whether or not the work is completed. In the event of termination of the Agreement, or abandonment or suspension of work performed hereunder, all work product and all such rights thereto existing as of the date of such termination, suspension or abandonment will be assigned to, and will become the property of the State Bar as of such date.

The term "work product" shall include, without limitation, any and all versions of any and all drawings, plans, graphs, photographs, slides, studies, schedules, budgets, estimates, layouts, and legislative bills other work product and any services which have been or will be prepared or rendered by the Vendor, or under the Vendor's direction, pursuant to this agreement. Vendor will covenant, warrant and represent to the State Bar that the Vendor has the right to assign the copyright and the work product. Vendor will refrain from disclosing any and all versions of plans to any third party without first obtaining the written consent of the State Bar. Vendor will not use or permit a third party to use any of the work product in connection with this project or any other project without the written consent of the State Bar. Vendor will agree to deliver to the State Bar within five (5) days of a written request, all or any portion of the work product set forth in the State Bar's request. The Vendor will be permitted to retain copies for information and reference. The Vendor will provide the State Bar with updated copies of all work product on a monthly basis either on a computer disk or other reproducible format as requested by the State Bar.

H. Confidentiality and Publicity

Vendor will retain all confidential information, including all membership information, provided by the State Bar in the strictest confidence and will neither use it nor disclose it without the prior written consent of the State Bar. The State Bar will retain the right to enjoin any unauthorized disclosure in an appropriate court of law.

Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

I. Nondiscrimination

Vendor will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Vendor will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and applicable regulations promulgated there under (California Administrative Code, Title 2, section 7285.0 et seq.). Vendor will include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

J. Assignment/Subcontracting

1. Assignment. Vendor will not assign or transfer its interest, in whole or in part, under the Agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar. The parties acknowledge that the State Bar's obligations under the Agreement primarily concern the financial ability to carry through the terms of payment. Therefore, the State Bar may assign or transfer part or all of its interest in the Agreement, provided that such assignment shall not become effective, and the State Bar will not be released from its obligations under the Agreement, until such time as the State Bar or the State Bar's assignee makes payment to Vendor of all fees and payments then due and payable.
2. Subcontracting. The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, subject to the approval of the State Bar.

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

K. General Provisions

1. Force Majeure. Neither party will be deemed in default of the Agreement or any provision hereunder to the extent that any delay or failure in the performance of its obligations, other than the payment of money, is due to force majeure (including acts of God, war, government regulation, civil disorder, fire, flood, acts of domestic or international terrorism or other emergencies beyond the control of the affected party. In the event of a delay due to force majeure, the affected party will exercise due diligence to shorten, avoid and mitigate the effects of the delay and will keep the other party advised as to the continuance of the delay. In the event that force majeure makes completion of the obligations under the Agreement impossible, the Agreement may be terminated by either party, by written notice, without any liability, penalty, or prejudice, whatsoever, for any of the reasons listed in the first sentence of this paragraph.
2. Governing Law. This agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. Attorneys' Fees. In the event either party institutes any action or proceeding against the other party relating to the Agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its reasonable attorneys' fees as fixed by the court. This provision is separate and several and shall survive the merger of the Agreement into any judgment.
4. Arbitration. Any question, claim or dispute arising out of or in connection with this agreement in excess of Five Thousand Dollars (\$5,000.00) shall be referred to binding arbitration, except with respect to disputes regarding breaches of confidentiality. Such

arbitration shall take place before a single arbitrator in the City and County of San Francisco, and shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. The arbitrator shall apply legal principles in accordance with California law. By agreeing to this arbitration clause, neither party waives applicable defenses or immunities available to it under California law. Any arbitration demand made under this clause must be made no later than one year from the expiration or termination of this agreement. The cost of the arbitration shall be borne equally by the parties, each party to pay its own fees and costs. Disputes of Five Thousand Dollars (\$5,000) or less shall be handled in Small Claims Court in the City and County of San Francisco.

5. License. In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to this agreement.

Exhibit A

Time line For Production of State Bar Membership Card Packets

Dates indicated are deadlines; work may be completed before these dates.

- | | |
|------------|---|
| October 19 | programming completed and vendor sends test card showing print name, status and bar number |
| October 26 | approved art work at vendor for cards and carriers; vendor bills State Bar for 50% of production costs of cards, carriers and envelopes |
| October 26 | test tape delivered to vendor |
| November 3 | approved envelope proofs delivered to vendor |

DROP DEAD DATE FOR ALL FINAL MATERIALS AT VENDOR

- | | |
|-------------|---|
| December 11 | manufactured card stock, carriers and printed envelopes at vendor |
| December 11 | live tape at vendor |
| December 22 | Bar Card Packets - first mailing complete |

SUBSEQUENT DELIVERY SCHEDULE

- a. January through March each month:
 - Month 15* & 29 live tape at vendor
 - Month 22 & 7 bar card packets mailed
- b. April through November
 - Month 15 live tape at vendor
 - Month 22 bar card packets mailed from vendor.

* if a weekend then the following Monday or if Monday is a holiday the following Tuesday

Attachment A

2005 Membership (Bar) Card Distribution Schedule

Created October 28, 2003

<u>Reference</u>	<u>Paid by Date</u> [Fees]	<u>Data Entry</u> [MBS] [Tuesdays]	<u>Transmit to</u> <u>Oberthur</u> [Wednesdays]	<u>Approximate</u> <u>Mail date:</u> [Following Tuesday]
<u>Weekly Mailings</u>				
2004				
BC 1	November 29	November 30	December 1	December 7
BC 2	December 6	December 7	December 8	December 14
BC 3	December 13	December 14	December 15	December 21
BC 4	December 20	December 21	December 22	December 28
BC 5	December 27	December 28	December 29	<u>January 4 2005</u>
2005				
BC 6	January 3	January 4	January 5	January 11
BC 7	January 10	January 11	January 12	January 18
BC 8	January 17	January 18	January 19	January 25
BC 9	January 24	January 25	January 26	February 1
BC 10	January 31	February 1	February 2	February 8
BC 11	February 7	February 8	February 9	February 15

2005 Membership (Bar) Card Distribution Schedule

<u>Reference</u>	<u>Paid by Date</u> [Fees]	<u>Data Entry</u> [MBS] [Tuesdays]	<u>Transmit to</u> <u>Oberthur</u> [Wednesdays]	<u>Approximate</u> <u>Mail date:</u> [Following Tuesday]
BC 12	February 14	February 15	February 16	February 22
BC 13	February 21	February 22	February 23	March 1
BC 14	February 28	March 1	March 2	March 8
BC 15	March 7	March 8	March 9	March 15
BC 16	March 14	March 15	March 16	March 22
BC 17	March 21	March 22	March 23	March 29
BC 18	March 28	March 29	March 30	April 5
BC 19	April 4	April 5	April 6	April 12
BC 20	April 11	April 12	April 13	April 19
BC 21	April 18	April 19	April 20	April 26
BC 22	April 25	April 26	April 27	May 3
BC 23	May 2	May 3	May 4	May 10
BC 24	May 9	May 10	May 11	May 17

2005 Membership (Bar) Card Distribution Schedule

<u>Reference</u>	<u>Paid by Date</u> [Fees]	<u>Data Entry</u> [MBS] [Tuesdays]	<u>IT Transmit</u> <u>To Oberthur</u> [Wednesdays]	<u>Approximate</u> <u>Mail date</u> [Following Tuesday]
BC 25	May 16	May 17	May 18	May 24
BC 26	May 23	May 24	May 25	May 31
BC 27	May 30	May 31	June 1	June 7
BC 28	June 6	June 7	June 8	June 14
BC 29	June 13	June 14	June 15	June 21
BC 30	June 20	June 21	June 22	June 28
BC 31	June 27	June 28	June 29	July 5
BC 32	July 4	July 5	July 6	July 12
BC 33	July 11	July 12	July 13	July 19
BC 34	July 18	July 19	July 20	July 26
BC 35	July 25	July 26	July 27	August 2
BC 36	August 1	August 2	August 3	August 9
BC 37	August 8	August 9	August 10	August 16

2005 Membership (Bar) Card Distribution Schedule

Mailing ID	Paid By Date: [Fees]	<u>Data Entry</u> [MBS] [Tuesdays]	<u>IT Transmit to</u> <u>Oberthur</u> [Wednesdays]	Approximate mail date: [Following Tuesday]
BC 38	August 15	August 16	August 17	August 23
BC 39	August 22	August 23	August 24	August 30
BC 40	August 29	August 30	August 31	September 6
BC 41	September 5	September 6	September 7	September 13
BC 42	September 12	September 13	September 14	September 20
BC 43	September 19	September 20	September 21	September 27
BC 44	September 26	September 27	September 28	October 4
BC 45	October 3	October 4	October 5	October 11
BC 46	October 10	October 11	October 12	October 18
BC 47	October 17	October 18	October 19	October 25
BC 48	October 24	October 25	October 26	November 1
BC 49	October 31	November 1	November 2	November 8

2005 Membership (Bar) Card Distribution Schedule

Created October 28, 2003

<u>Weekly Mailings</u>	<u>Paid by Date</u> [dues] [Tuesdays]	<u>Data Entry</u> [MBS] [Wednesday]	<u>Transmit to</u> <u>Oberthur</u>	<u>Approximate</u> <u>Mail date:</u> [Following Tuesday]
BC 50	November 7	November 8	November 9	November 15

Optional, may do last run for 2005 on November 1

Attachment B
Page 1 of 3

2008
THE STATE BAR OF CALIFORNIA

PRESERVE AND IMPROVE OUR JUSTICE SYSTEM
IN ORDER TO ASSURE A FREE
AND JUST SOCIETY UNDER LAW.



Only active members are entitled to practice law.

Julie Johnson
Executive Director / Secretary

Status:

Bar Number:

San Francisco Main.....	415/7538-7000	Lawyer Assistance Program	
Los Angeles Main.....	213/785-2000	(LAP) toll free.....	866/436-6644
Membership Records.....	415/538-2577	The Other Bar.....	800/222-0767
Membership Billing.....	415/538-2160	Legal Specialization.....	415/538-2100
MCLE Questions.....	415/538-2100	Law Corporations.....	415/538-2100
State Bar MCLE Courses.....	415/538-2210	Member Group Insurance.....	415/538-2507
Complaint Hotline.....	800/843-9053	Mandatory Fee Arbitration.....	415/538-2020
outside California.....	213/785-1200	Comm. Judicial Performance.....	415/557-1200
Ethics Hotline.....	415/538-2150		
in California.....	800/238-4427		

WWW.CALBAR.CA.GOV

This certifies that the person whose name appears on this card has paid the annual fee required by statute.

Member's Signature:

Attachment B. 2 of 3
Carrier One side only

www.calbar.ca.gov

Your

Membership Card

THE STATE BAR OF CALIFORNIA

The State Bar of California

180 Howard St.
San Francisco, CA 94105
415/538-2000

100 South Hill St.
Los Angeles, CA 90015
213/765-1000



THE STATE BAR OF CALIFORNIA
MBS Bar Card Division
180 Howard Street, San Francisco, California 94105

* All copy prints PMG 447

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Attachment B. 3 of 3
Envelope

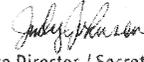
STANDARD WINDOW:
1-1/8 x 4-1/2
7/8 Left: 1/2 Bottom

Attachment C
Page 1 of 3

THE STATE BAR OF CALIFORNIA

PRESERVE AND IMPROVE OUR JUSTICE SYSTEM
IN ORDER TO ASSURE A FREE
AND JUST SOCIETY UNDER LAW.

Only active members are entitled to practice law.



Executive Director / Secretary



CHARLES FRANCIS PENDLETON

Status: **INACTIVE** Bar Number: **20605**



San Francisco Main.....	415/538-2000	Lawyer Assistance Program	
Los Angeles Main.....	213/765-1000	LAPF toll free.....	866/436-6644
Membership Records.....	415/538-2577	The Other Bar.....	800/222-0767
Membership Billing.....	415/538-2360	Legal Specialization.....	415/538-2100
MCLE Questions.....	415/538-2100	Law Corporations.....	415/538-2100
State Bar MCLE Courses.....	415/538-2210	Member Group Insurance.....	415/538-2507
Complaint Hotline.....	800/843-9053	Mandatory Fee Arbitration.....	415/538-2020
outside California.....	213/765-1200	Comm. Judicial Performance.....	415/557-1200
Ethics Hotline.....	415/538-2150		
in California.....	800/238-4427		

WWW.CALBAR.CA.GOV

This certifies that the person whose name appears on this card has paid the annual fee required by statute.

Member's Signature:

Access a wealth of resources through the bar's home page on the World Wide Web. Look up the Rules of Professional Conduct, check membership records to find out about a particular attorney, gather information about State Bar Sections, find out how to be a certified legal specialist and link to other sites of interest to the legal profession. Look for new developments in 2003 as we continue to add more information beneficial to California attorneys.

www.calbar.ca.gov

Attachment C
Page 2 of 3

Your

Membership Card

THE STATE BAR OF CALIFORNIA

20605
CHARLES FRANCIS PENDLETON

17352 NORTHLAKE
RIVERSIDE CA 92503

The State Bar of California

180 Howard St.
San Francisco, CA 94105
415/538-2000

1149 South Hill St.
Los Angeles, CA 90015
213/765-1000



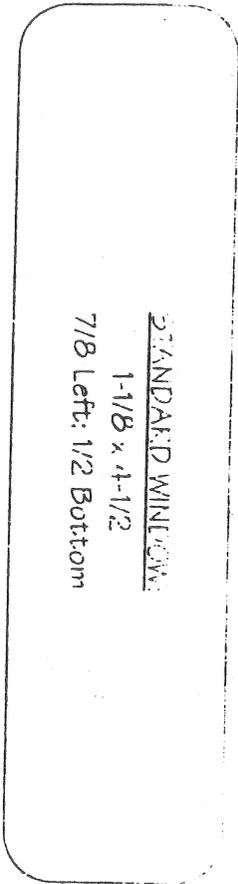
THE STATE BAR OF CALIFORNIA

1185 Bar Court, Berkeley, CA 94704

Telephone: (415) 841-1100 • Fax: (415) 841-1101

• All copy prints PMS 447

Attachment 2. 3 of 3
Envelope



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