

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Online Program Registration Services and Eblast Services.

The State Bar of California is seeking customizable online registration software and e-blasting services. The online registration software should be capable of handling all aspects of registration as outlined in the Statement of Work below. Contract term desired is for a period of 3 years.

Please submit 8 copies of your proposal no later than 5 p.m. on September 18, 2009 to:

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

Attn: Tricia Horan
Section Education & Meeting Services
415-538-2223
tricia.horan@calbar.ca.gov

I. INTRODUCTION

The State Bar of California (“the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar has offices located in Los Angeles, Sacramento and San Francisco. More information about the State Bar can be found at http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102

II. STATEMENT OF WORK

The Office of Section Education and Meeting Services currently processes registration on a yearly basis for 90 distinct programs. 31 programs have less than 100 people, 58

programs have between 101 and 1000 people, 1 program has over 2000 registrants. See Attachment A for an annual schedule of programs. These programs cover 20,000 paid registrants and 5,000 non-paying guests of registrants and include 40,000 lunches and dinners and other ticketed events purchased by registrants, and 40,000 free lunches, dinners and other ticketed events by registrants. We are seeking a vendor that will set up each meeting in the system for our review. The software should allow registrants the capability of registering online as well as allowing State Bar staff the ability to register people on the back end and/or make edits to their record. In addition, the software must be integrated with the State Bar's existing AS400 system in order to upload CLE (Continuing Legal Education) credits. See Attachment B for existing AS400 data import example. We are not seeking off-the-shelf software but rather a system that will be customizable to our specific needs. We are seeking a vendor that will provide customer service as needed for their software on a full time basis 7 days a week. Vendor must be able to invoice per paid registrant per program, and track specific ongoing registration costs by program.

A. Registration Requirements

Following is a list of required functionality and support needed by the State Bar. Software must be capable of all of the following and vendor must be willing to provide support on an ongoing basis.

1. Customizable Badges that include custom ID's (bar coding) for scanning.
2. Scan-able Session Tickets with bar codes that include Session Name, Room Name and Session Time
3. Support for Custom ID's for each registrant
4. Stored Customer Contact information / Reusable My Account area by multiple registration types
5. Support for non-registrants registering multiple registrants with a single login ID (i.e: Office Manager registering multiple attorneys)
6. Formatable XML Exports of program setup, registrants and attendees (based on bar code scanners) -- AS400 Integration
7. Support for concurrent sessions with customizable error checking
8. Support for dinner tables (company employees registering themselves for soldtables)
9. Support for dynamic individual XML importing of contact and company information.

10. Support for discounted events if attending multiple events
11. Support for custom registration forms per event
12. Support for custom confirmation and thank you pages
13. Support for authorize.net
14. Support for event setup templates
15. Support for cloning sessions/ticketed events/registration types
16. Support for multiple registration types with multiple fees
17. Support for limiting selections based on registration types
18. Support for data entry staff to enter faxed in registrations
19. Support for data entry staff to edit registrations
20. Support for fund allocations based on reg? type (member /non member fees)
21. Support for dependent tickets (to get a ticket you must also get another ticket) (i.e: In order to get a free transportation ticket to an event, you must register for that event)
22. Support for multi-day programs
23. Support for customizable reports with billing, registration, attendance, by date range, registration type, sessions, dinners etc. in multiple formats (excel, PDF, HTML)
24. Support for external ID's to find end users and pre-populate from remote xml service
25. Support for end users password retrieval
26. Support for end users updating accounts
27. Support for end users creating other accounts in their company
28. Support for limiting registrants per session / dinner etc.

29. Support for notifying program administrators for nearly full or full sessions, dinners etc.
30. Support for linking sessions, dinners etc. to program location rooms / buildings
31. Support for printing itineraries, confirmation letters, badges, envelopes, etc.
32. Support for integrating travel plans and hotel reservation systems
33. Support tracking ground transportation between buildings for multi-building programs
34. Support for certain registrants to register complimentary (varies program to program)
35. Support for a speaker database
36. Support for Custom meeting planner package, including event setup/tracking, logistics, room assignments, audio visual needs tracking, etc.
37. Ability to offer automatic Microsoft Office calendaring for those who have registered in a program and for those who receive a Section e-blast
38. Company representative may be required to attend Annual Meeting
39. Custom program modifications and software upgrades at no additional cost

B. E-blast Requirements

We are looking for a vendor to provide e-blasting services for marketing purposes. The Office of Section Education and meeting Services sends approximately 300 e-blasts a year that range in size from 1,000 emails to 10,000 emails. Six times a year we send a large e-blast to 120,000 email addresses for the State Bar Annual Meeting. In addition, several sections need a vendor to send out e-newsletters to their memberships on a quarterly basis. There are approximately 50 of these e-news' and they are designed by State Bar staff.

We are looking for a vendor that will:

1. Customize e-blast designs
2. Edit, upload and configure content and images

3. Test each e-blast with State Bar Staff and edit if necessary
4. Complete email challenge response requests
5. Upload State Bar email lists
6. Provide support for self opt-out, phone and email opt-out requests
7. Track open rates, click-throughs, bounces, and un-subscribes (opt-outs)
8. Maintain opt-out and bounced email lists
9. Contact individual email service providers as needed to resolve sending problems
10. Provide tools to Configure and Schedule Emails
11. Remove registrants from subsequent e-blasts
12. Itemized invoicing by program.

III. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for 60 business days following the deadline for its submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized contact of any State Bar personnel may be cause for rejection of a bid.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, referenced by number and in the order below:

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.

3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data. Bidders must complete Attachment C: Vendor History/Financial Viability Questionnaire electronically and submit in native XL format directly to andrew.conover@calbar.ca.gov by the proposal due date.
4. A description of similar projects completed by the bidder within the past three (3) years.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
7. A general description of the techniques, approaches and methods to be used in completing the project.
8. A description of the chronology for completing the work, including a time line and deadlines for each task.
9. A detailed cost proposal including any and all developmental costs, maintenance fees and any special programming fees. It is preferred that all costs be rolled into a chargeable fee per paid registrant per program.. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
10. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. Note that responses to questions must be specifically answered within the context of the submitted proposal. The State Bar's evaluation team will not refer to a designated web site, brochure, or other location for the requested information. Responses that utilize references to external materials as an answer will be considered non-responsive.

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 will in no way modify the RFP or excuse a bidder from full compliance with the RFP requirements.

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

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

C. Evaluation Process and Highest Scored Bidder

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

Following the initial review and screening of the written Proposals, using the selection criteria described below, several bidders may be invited to participate in the final selection process, which may include participation in an oral interview and/or submission of any additional information as requested by the State Bar.

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

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, and request revised pricing offers from such bidders and make an award and/or conduct negotiations thereafter.

This Request for Proposal does not commit the State Bar to awarding a Contract. Bidders shall bear all costs incurred in the preparation of the Proposal and participating in the Proposal evaluation process. The State Bar reserves the right to reject any and all Proposals, to accept the Proposal it considers most favorable to its interest in its sole discretion, and to waive minor irregularities. The State Bar further reserves the right to

seek new Proposals when such procedure is considered by it to be in the best interest of the State Bar.

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
 - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (5%).
 - b. Agreement with the State Bar's contracting requirements (5%).
 - c. The technical ability, capacity, and flexibility of the bidder 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 (55%).
 - d. The financial viability of the bidder as evidenced by standard financial reports and Vendor History/Financial Viability Questionnaire (5%).
 - e. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (30%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about November 1, 2009 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by November 8, 2009. The evaluation team will select a winning proposal subject to approval 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 other bidder who submitted timely, responsive and responsible proposals to this RFP.

If, after the State Bar and the HSB agree to terms and execute a contract, that contract is terminated for any reason, the State Bar may, in its sole discretion, either enter into negotiations with the next highest scored bidder, or issue a new RFP and begin the proposal process anew.

Questions regarding the State Bar's award of any business on the basis of proposals submitted in response to the RFP, or on any other matter in connection with the selection process, should be addressed in writing to Andrew Conover, Finance Manager, at andrew.conover@calbar.ca.gov.

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

E. Errors in the RFP

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

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

F. Questions Regarding the RFP

Questions may be addressed in writing to Tricia Horan at tricia.horan@calbar.ca.gov. All questions must be submitted no later than 5 days prior to the date for submission of proposals. Questions and answers regarding the RFP may be shared with all bidders known to be interested in submitting a proposal.

If a question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the bidder may submit the question in writing, conspicuously marking it as "CONFIDENTIAL." With the question, the bidder

must submit a statement explaining why the question is sensitive. If the State Bar concurs that the disclosure of the question or answer would expose proprietary information, the question will be answered, and both the question and answer will be kept in confidence. If the State Bar does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the bidder will be notified.

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 5 days before the deadline for submitting proposals.

G. Addenda

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

H. Withdrawal and Resubmission/Modification of Proposals

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

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

I. Protest Procedure

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

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

A bidder qualified to protest should contact Andrew Conover, Finance Manager, (415) 538-2207, to attempt an informal resolution. If this contact is unable to resolve the protest to the bidder's satisfaction, the bidder must file a written protest within 5 days of the notice of intention to award the contract. The written protest must state the facts surrounding the issue and the reasons the bidder believes the award to be invalid. The protest must be sent by certified or registered mail or delivered personally to:

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

Attention: Peggy Van Horn, Chief Financial Officer

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

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

IV. CONTRACTING REQUIREMENTS

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

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

A. Time of Essence

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

B. Warranties and Representations

1. Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry.
2. Vendor will warrant that the software application, its constituent parts, will conform to and be reasonably free of error or defect in material and workmanship. Vendor further will warrant that the software application will be fit for the purpose for which it will be used. Vendor will, at its sole cost and expense, promptly perform any and all corrections or error that occur as a result of its own or its subcontractors' negligence, make any corrections and modifications to the software application, and to repair the software application so as to remedy any defects in material or workmanship.
3. Vendor represents and warrants that none of its work performed under this Agreement will infringe on any copyright or other proprietary rights (including trade secrets) of any third parties, and that Vendor has full authority to grant all rights to the State Bar.
4. Vendor will represent and warrant that no claim, regardless of whether embodied in an action past or present, of infringement of any patent, copyright, trademark, or other intellectual property right, has been made or is pending against Vendor or any entity from which Vendor has obtained such rights relative to the software application.
5. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty. If any of Vendor's work is found to be infringing, Vendor will correct the work to be non-infringing at no charge to the State Bar.

C. Equipment, Tools, Supplies

The Vendor will supply all equipment, tools, supplies, offices, personnel, instrumentalities, transportation, support services and insurance required. The 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. Rights to Intellectual Property

1. All information, data, and images provided by the State Bar will remain the property of the State Bar. Vendor will refrain from disclosing any of this information, data, and images to any third party without first obtaining the written consent of the State Bar. Nothing will preclude Vendor from acquiring and using information, data and images from sources otherwise publicly available.
2. Vendor will have no right or interest in or to any intellectual property owned by the State Bar or its sub-entities, including
 - (1) the State Bar home page graphic
 - (2) the State Bar www page(s)
 - (3) the State Bar name, seal, trademark and service-mark
 - (4) any State Bar URLs
3. The State Bar and Vendor will have the right to use data provided by Applications users, provided that both parties act in a manner consistent with directions received from the users. The State Bar and Vendor will use the data collected by the State Bar in a manner compliant with State and Federal privacy acts.
4. No advertisements or other commercial use of the State Bar's name or seal will be permitted without the express written consent of the State Bar.
5. The ideas, concepts, knowhow and technologies relating to the software developed by Vendor for the State Bar, including but not limited to the source, object codes (software code), data processing, original artwork, graphic design, trademarks and the specialized software tools required to further develop and maintain the software, will be the sole property of Vendor.
6. If Vendor goes out of business, the State Bar will have the right to obtain the executable modules and current data which will be housed on State Bar.

E. Indemnity Obligations of Vendor

Vendor will indemnify and defend the State Bar (including its Board of Governors, officers, director, agents, employees and volunteers, as the same may be constituted from time to time) from all claims, demands, damages, debt, liability, obligations, cost, expense, lien, action or cause of action (including but not limited to actual damages, fines and attorneys' fees, whether or not litigation is actually commenced) arising out of: (i) the material breach by Vendor of any warranty, representation, term or condition made or agreed to by Vendor; (ii) all products and services prepared by or for Vendor hereunder and provided to State Bar; (iii) any claim or action for personal injury, death or otherwise involving alleged defects in Vendor's business or any of its products or services provided to State Bar; (iv) any breach by Vendor of any statutory or regulatory obligation; (v) the actual or alleged infringement by Vendor of any patent, copyright, trademark or other

proprietary right of any person or entity; and/or (vi) any act or omission of Vendor, its employees, agents or subcontractors.

F. Insurance Obligations of Vendor

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

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;
2. Workers' compensation coverage as required by law, together with employer liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence.
3. Comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit.
4. Professional liability insurance with a general aggregate limit of Two Million Dollars (\$2,000,000) and an occurrence limit of two Million Dollars (\$2,000,000).

The Vendor will deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Andrew Conover, Finance Manager, true and correct copies of its insurance policies required above, and certificates of such insurance within seven (7) days of the execution of this agreement. Each such policy will name the State Bar as an additional insured and will state that the Vendor's policy shall be primary and that any insurance carried by the State Bar shall be noncontributing with respect thereto. Each such policy will provide for thirty (30) days prior written notice to the State Bar in the event of cancellation or reduction in coverage or amount. If the Vendor fails to secure and maintain insurance policies complying with the provisions of this agreement, the State Bar may purchase the appropriate insurance policies and the Vendor will pay upon demand the cost of it to the State Bar or the State Bar may terminate this agreement. Additionally, if the Vendor assigns any portion of the duties under this agreement, each subcontractor or assignee will purchase and maintain the same insurance coverage required hereunder.

The Vendor will immediately notify the State Bar if the Vendor's commercial general liability insurance contains restrictive endorsements other than those restrictive

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

G. Termination

1. **At Will.** The agreement may be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services, goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.
2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.

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

H. Confidentiality and Publicity

The Vendor will retain all information provided by the State Bar in the strictest confidence and will neither use it nor disclose it to anyone other than employees requiring the information to perform services under this agreement without the prior written consent of the State Bar. The State Bar retains the right to enjoin any unauthorized disclosure in an appropriate court of law. The Vendor will not issue any public announcements concerning the State Bar without the prior written consent of the State Bar.

I. Compliance with Laws

The Vendor agrees to comply with all applicable federal, state, and local laws and regulations, including but not limited to the provisions of the Fair Employment and Housing Act (Govt. Code, § 12900 et seq.) and any applicable regulations promulgated there under (Cal. Code of Regs., tit. 2, § 72850.0 et seq.). Vendor agrees to include the non-discrimination and compliance provisions of this clause in any and all subcontracts to perform work under the agreement.

J. Assignment/Subcontracting

1. **Assignment.** The Vendor will not assign or transfer its interest, in whole or in part, under this agreement, without the written consent of the State Bar, which consent may be granted or withheld in the sole and absolute discretion of the State Bar.
2. **Subcontracting.** The Vendor may subcontract with other qualified firms or individuals as required to complete all, or a portion of, the delivery of equipment and services, with the prior written approval of the State Bar.

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

K. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.
3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and several and shall survive the merger of the agreement into any judgment.
4. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

Attachment A

2009 Programs (expected attendance)

Section	Program Title	Date	Times	Program Location	City, State and Zip	Registration Fee	Other Fee	Sell TO
Annual Meeting	Annual Meeting	September 10-13, 2009		Manchester Grand Hyatt	San Diego	TBD	TBD	4000
Criminal	Forensic Science Training	May 16, 2009	8:00am to 5:00pm	455 Golden Gate Ave	San Francisco		\$125/ \$165	150
Criminal	Trial Skills Program	October 10, 2009	8:00am to 5:00pm	Whittier Law School	Costa Mesa	TBD	TBD	150
Environmental	Student Negotiations Competition	March 20, 2009	9:00 am - 5:00 pm	Golden Gate University	San Francisco	\$225.00	n/a	200
Environmental	Central Coast Symposium Trends in Environmental Law	April 24-25, 2009	Various	Fess Parker's Doubletree	Santa Barbara	\$220/ \$295	n/a	50
Environmental	Your Voice, Your Future	May 7-8, 2009	8:30 am - 4:45 pm	City of Eureka	Eureka	\$50/\$65/\$85/\$160	n/a	150
Environmental	14th Annual Spring Roundtables on Contaminated Sites and Land Use Law & Policy	June 12-14, 2009	Various	Loews Coronado, San Diego	San Diego	\$320/Members; \$395/Non	n/a	40
Environmental	Your-Voice Sierra Program	July 10, 2009	8:30 am - 5:00 pm	Lake Natoma Inn, Folsom	S.Lake Tahoe/Auburn	members \$85; Non-members \$160	n/a	100
Environmental	Environmental Law Conference at Yosemite	October 15-18, 2009	7:30am-12:30 pm	Tenaya Lodge at Yosemite	Fish Camp	\$495/Members; \$395/Government; \$595/Non	n/a	450
Intellectual Property	IP in Entertainment and the Media	June 25, 2009	8:00to 5:00pm	The Beverly Hills Hotel	Beverly Hills	\$295.00/\$370.00	Faculty/Paralegals Govt. \$150.00 Student Rate: \$50.00	150
Intellectual Property	IP and the Internet	December 7, 2009	8:00to 5:00pm	Los Angeles Area Venue TBD		\$295.00/\$370.00	Faculty/Paralegals Govt. \$150.00 Student Rate: \$50.00	150
Intellectual Property	IP and the Internet	December 9, 2009	8:00to 5:00pm	San Francisco Area Venue TBD		\$295.00/\$370.00	Faculty/Paralegals Govt. \$150.00	150
Intellectual Property	The 34th Annual Intellectual Property Section Institute	November 12-14, 2009	8:00to 5:00pm	The St. Regis Hotel	Dana Point	TBD	TBD	250
Intellectual Property	IP in Troubled Times	May 2009 Date TBD	8:00to 5:00pm	Northern California Venue TBD		\$295.00/\$370.00	Faculty/Paralegals Govt. \$150.00 Student Rate: \$50.00	150
Intellectual Property Section - Cancelled	IP in Troubled Times	May 15, 2009	8:30 am - 4:45 pm	Westin St. Francis	San Francisco	\$295/\$370	Faculty/Paralegals Govt. \$150.00 Student Rate: \$50.00	125
International	Immigration & Export Control Considerations in Employment Foreign Nationals	March 20, 2009	3:00 - 5:00pm	Cooley Godward Kronish LLP	Palo Alto	\$45 Mem/\$65 Non		30
International	The 4th Annual California International Arbitration Conference	October 28, 2009	TBD	TBD	Santa Clara	TBD	n/a	100
International	The 4th Annual California International Arbitration Conference	October 30, 2009	TBD	TBD	Los Angeles	TBD	n/a	100
Labor	The Perils of PAGA: Representation Under the Private Atty Gen Act	March 13, 2009	1 pm to 4 pm	Los Angeles	State Bar Offices	TBD	n/a	70
Labor	15th Annual Labor & Employment Public Sector Conference	April 3, 2009	8:45 a.m.-4:30 p.m.	Sacramento	Radisson	\$50 Law Student/ \$100 Non atty/ \$175 Non Mem/\$125 Mem	n/a	250
Labor	Trade Secrets, Non-Competition, Interference and Duty of Loyalty	April 17, 2009	1 pm to 2:30 pm	Piccadilly Inn	Fresno	\$40/\$55	n/a	
Labor	Sexual Harassment: Prevention, Litigation and Settlement	May 18, 2009	1 pm to 4 pm	San Francisco	State Bar Offices	\$65 member \$95 Non-member	n/a	70
Labor	Sexual Harassment: Prevention, Litigation and Settlement	June 2, 2009	1 pm to 4 pm	Los Angeles	State Bar Offices	\$65 member \$95 Non-member	n/a	50
Labor	Trade Secrets, Non-Competition, Interference and Duty of Loyalty	August 7, 2009	1:00 p.m.-2:30 p.m.	San Francisco	State Bar Offices	\$40 Member \$55 Non-member	n/a	70
Labor	Trade Secrets, Non-Competition, Interference and Duty of Loyalty	October 9, 2009	9:00 am to 10:30 am	Los Angeles	State Bar Offices	\$40 Member \$55 Non-member	n/a	50
Labor	Labor Annual Meeting	October 23-25, 2009	TBD	Claremont Resort & Spa	Berkeley	TBD	TBD	350
Litigation	Coaching for the New Practitioner	April 7, 2009	6:00to 8:00pm	State Bar Offices S.F.	S.F.	\$10/\$20/\$50		80
Litigation	Coaching for the New Practitioner	April 27, 2009	6:00 - 8:00 pm	Wilshire Grand Hotel	Los Angeles	\$10 Law Student/\$20 Newly Admitted/\$50 New Practitioner		
Litigation	Fist Annual Conference on Federal & State Appeals	May 1, 2009	8:00to 4:00pm	Ronald Reagan Auditorium	Los Angeles	\$35/\$100/\$195		200
Litigation	Coaching for the New Practitioner	September 12, 2009	tbd	Hyatt Grand Manchester	San Diego	TBD	TBD	100
Litigation and Real Property	Week in Legal Hong Kong	November 1-6, 2009	TBD	TBD	Hong Kong	TBD		
Real Property	Real Property Law Boot Camp 2009	February 6-8, 2009	Various	Ojai Valley Inn & Spa	Ojai	\$1,250.00	none	45

Attachment A

2009 Programs (expected attendance)

Annual Meeting	Annual Meeting	September 10-13, 2009		Manchester Grand Hyatt	San Diego	TBD	TBD	4000
Real Property	Fair Housing and Public Accommodations Symposium	April 17, 2009	9:00 am - 4:30 pm	Golden Gate University	San Francisco	\$95.00	\$45.00 Non-Profits and Gov & \$25.00 Law Students	50
Real Property	Retreat	May 15-17, 2009	Various	Squaw Creek	Squaw Creek	\$425.00	See brochure	250
SEI	Section Education Institute	January 16-18, 2009	Various	Claremont Resort & Spa	Berkeley			
SEI	Section Education Institute	Jan 22 - 24, 2010	Varios	Westin St. Francis	Long Beach	TBD	TBD	500
Solo Summit	Solo Summit	January 15-16, 2009	Various	Claremont Resort & Spa	Berkeley			
Solo Summit	Solo Summit	Jan 21 - 22, 2010	Various	Westin St. Francis	Long Beach	TBD	TBD	250
Taxation	Annual Estate & Gift Tax Program	February 6-8, 2009	8am to 4:15pm	BofA APGianinni Auditorium	San Francisco	\$295 member 255 non		200
Taxation	Income & Other Tax Program	June 19, 2009	8:30am to 5:00pm	Whittier Law School	Costa Mesa	TBD		100
Taxation	Income & Other Tax Program	June 19, 2009	8:30am to 5:00pm	Golden Gate University	San Francisco	TBD	TBD	100
Taxation	Annual Meeting of the California Tax Bar and California Tax Policy Conference	November 12-14, 2009	Various	Sheraton San Diego Hotel & Marina	San Diego	TBD	TBD	
The Antitrust and Unfair Competition Law Sectoin	The 20th Annual Golden State Institute and Unfair Competition Law Program	October MULTI-DAY Dates TBD	TBD	San Francisco Venue TBD	San Francisco	Price TBD	TBD	150
Trusts	The Law & Elder Abuse: Identification & Prevention	March 4, 2009	9:00 am to Noon	State Bar Offices	San Francisco	TBD	TBD	70
Trusts	The Care and Feeding of GRATs, QPRTs, and Sales to Defective Grantor Trusts	April 17, 2009	9:00 am to 4:45 pm	Hotel Nikko	San Francisco	\$275/Members - \$345/Non	n/a	150
Trusts	The Law & Elder Abuse: Identification & Prevention	May 8, 2009	9:00 am to Noon	LAX Marriott Hotel	Los Angeles	FREE	NA	120
Trusts	Estate Planning Through Administration The Exam and You	June 26, 2009	9:00 am to 4:45 pm	Hotel Sofitel	Redwood City	\$275/Members - \$345/Non	n/a	150
Trusts	The Law & Elder Abuse: Identification & Prevention	December 8, 2009	1:30 - 4:30 pm	San Diego County Bar Assn	San Diego	No Charge	No Charge	190
Trusts	The Law & Elder Abuse: Identification & Prevention	October 20, 2009	9:00 am to Noon	TBD	Sacramento	TBD	TBD	100
Trusts	33rd Annual Fall Program	November 13, 2009	9:30 am to 5:00 pm	Hotel Sofitel	Redwood City	\$275/Members - \$345/Non	n/a	150
Workers' Compensation	Spring Conference	March 14, 2009	9:00 am - 4:30 pm	Concord Hilton	Concord	\$195.00 Members and \$270.00 non-members	See brochure	100
Workers' Compensation	Spring Conference	April 25, 2009	9:00 am - 4:30 pm	Sherman Oaks Marriott	Sherman Oaks	\$195.00 Members and \$270.00 non-members	See brochure	100
Workers' Compensation	Almaraz/Guzman - Point/Counter-Point	May 5, 2009	12:00 pm - 1:00 pm	San Francisco	San Francisco	\$35.00	non-members \$45.00	100
Workers' Compensation	Spring Conference	June 6, 2009	9:00 am - 4:30 pm	Cliffs Resort, Shell Beach	Shell Beach	\$195.00 Members and \$270.00 non-members	See brochure	100
Workers' Compensation	Certification Boot Camp	July 11 - 12, 2009	9:00 am - 4:30 pm	LA Universal City Hilton	Universal City	\$295.00	\$345.00	189
Workers' Compensation	Certification Boot Camp	July 25 - 26, 2009	9:00 am - 4:30 pm	Concord Hilton	Concord	\$295.00	\$345.00	200

Vendors must provide a link which opens up an XML document that contains Attendees information.

Example of the Attendee Information XML Schema:

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      </Member>
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    </Members>
  </AttendeeInformation>
</NameOfCompany-EventAttendeesInformation>
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The State Bar has an Intranet Web Application, which when provided a link with the XML document, will be able to extract the Attendee Information and insert them into a table in the AS400.