

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) CMS Support Services

The State Bar of California (“State Bar”) seeks proposals for software development and consulting support for its Case Management System (“CMS”). The CMS solution is based on Tyler Technologies' Odyssey platform. **The State Bar will award a contract for an initial term of one (1) year (“Initial Term”), with an option to renew for one (1) additional year (“Renewal Period”). The Initial Term, with Renewal Period, if elected, means the Term.** The State Bar expects to award a contract based on this RFP before May 22, 2020, for a contract term to begin by June 15, 2020.

Please submit six hard copies and one electronic copy of your proposal no later than 3:00 PM on May 15, 2020 (“Submission Deadline”) to:

The State Bar of California
845 S. Figueroa Street
Los Angeles, CA 90017

Attn: Hatem Khalek
Information Technology
213-765-1013
hatem.khalek@calbar.ca.gov

I. INTRODUCTION

The State Bar, created in 1927 by the Legislature and adopted as a judicial branch agency by amendment to the California Constitution in 1960, is a public corporation within the judicial branch of state government. The purpose of the State Bar is to ensure that the people of California are served by the legal profession in a manner consistent with the highest standards of professional competence, care, and ethical conduct; to carry out such additional programs as may be required by law or by rule of court; and to contribute generally to the science of jurisprudence and the administration of justice. The State Bar serves as an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The California Constitution, the State Bar Act and California Rules of Court vest in the State Bar the duty to regulate the legal profession, formulate and elevate educational and professional standards, raise the quality of legal services, advance the science of jurisprudence, and aid in the improvement of the administration of justice.

The State Bar’s mission is to protect the public and includes the primary functions of licensing, regulation and discipline of attorneys; the advancement of the ethical and competent practice of law; and support of efforts for greater access to, and inclusion in, the legal system. The State Bar is the largest state bar in the country and licenses approximately 250,000 attorneys. The agency is a public corporation within the judicial branch of state government and serves as an administrative arm of the California Supreme Court. More information about the State Bar can be found online: www.calbar.ca.gov/About-Us. The State Bar’s offices are located in San Francisco and Los Angeles.

II. STATEMENT OF WORK

A. Background.

The CMS currently in use at the State Bar was implemented in February 2019 using the Odyssey platform, a commercial off-the-shelf solution from Tyler Technologies. Odyssey is currently used by three departments at the State Bar, the Office of Chief Trial Counsel (“OCTC”), the State Bar Court (“SBC”), and the Office of Probation (“PROB”). Each department is using their own Odyssey module, also called product center, with integrations between the three modules.

More information on the Odyssey platform can be found on Tyler’s website, <https://www.tylertech.com/products/odyssey>.

Since the implementation, the Office of Information Technology (“IT”) has been compiling a list of new requirements, enhancements, and various fixes. The State Bar is searching for a partner to address the CMS requirements and enhancements requested.

B. Project Objective

The goal of this project is to ensure outstanding internal customer service and application operation by:

- ✓ Providing application functional support:
 - Reviewing and analyzing business requirements
 - Business process and solution design
 - Application testing
 - Documentation for implemented enhancements

- ✓ Providing application development and integration services:
 - Application integration with Odyssey CMS
 - Scrubbing of various data, especially legacy data
 - Odyssey integration with legacy AS400 mainframe using Odyssey’s APIs
 - Construction of various middle ware to bridge solutions
 - Updating of various user experiences and forms
 - Automation of workflows
 - Quality assurance and release management

C. Key Requirements

A key requirement is that the selected application support partner fully and seamlessly integrates with the existing infrastructure and operations of the State Bar IT organization to provide our internal users the best possible experience.

The State Bar expects vendors to propose a comprehensive team structure that covers the analysis, development, testing, deployment, and management of the Odyssey enhancements requested.

a. Team Composition

Vendors should provide the team composition proposed for the duration of the effort. Resources should include, but not limited to:

- A seasoned Project Manager, with experience in similar engagements.
- A Business Analyst, with excellent communication and analysis skills.
- Senior developers with applicable skills and experience, including expertise with AS400 legacy development and integration.
- Database administrator well versed in SQL Server administration and management.
- QA resources, with extensive experience in quality assurance testing and regression testing.

The proposal should include the monthly rate for the resources proposed, as well as any rate differentials for extended contract periods.

D. Case Management Enhancements Requirements

Below is a sample representation of the types of requirements that will be supported by this statement of work. The requirements fall within one of these categories:

1. Enterprise custom reports
2. Development of Odyssey “Tokens” (also called merge fields) to be used within Forms auto-generated by the system
3. Development of interfaces between Odyssey and the State Bar Legacy AS400
4. Web development related to Licensee portal

We estimate that the combined effort to complete the requested requirements to be between 3,300 and 3,700 hours, which includes project management, requirements validation, development, testing, and implementation.

Requirement	Justification/Description of Requested Functionality	Category
Conflict of Interest Flag Updates	Interface between Odyssey and Legacy AS400 database to provide real time updates on Attorneys who have a conflict of interest.	Interface
New Tokens	Create additional tokens in Odyssey (merge fields) that can be used in generating word macros directly from the Odyssey database.	Core Odyssey
Report/ Form Request: State Bar Court Exhibit Record	Draw the exhibits from the list of exhibits on the Exhibit tab that are classified as Trial Exhibits and insert their exhibit number and name in the appropriate fields. The assigned judge and court specialist, as well as other case related fields, should also be prefilled.	Report
Report Request: Major Case Designation Report	Need an automated report to track cases that have been designated as Major Cases.	Report
Fix Licensee Database interface issues	Issues have been identified with the interface between the ARCR Licensee database and ODY where records were not consistently updated with information.	Core ODY
Hearing Monthly Statistics	Create an Odyssey report that shows the Court's Hearing Department monthly statistics	Report
Review Monthly Statistics	Create an Odyssey report that shows the Court's Review Department monthly statistics	Report
Probation Portal	Provide the ability for Probationers to submit documents, reports, and inquiries via an online portal.	Development

III. GENERAL INFORMATION

The submission requirements for this RFP are set forth below. A proposal shall constitute an irrevocable offer for sixty (60) Business Days following the Submission Deadline. 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 direct or indirect contact with any State Bar personnel may cause for rejection of a bid.

A. Submission Requirements

To be considered responsive, a proposal must contain the following, prefaced by a table of contents, referenced by table number and page number, and in the order below.

1. An executive summary of no more than five (5) pages, providing overview of bidder's organizational structure, history, services, market position, unique qualifications, strategic alliances, etc.
2. Qualifications, background, experience and resumes of the project director and other staff proposed to work on the project.
3. A general description of the techniques, approaches and methods to be used in completing the project.
4. A description of the chronology for completing the work, including a timeline and deadlines for each task. Timelines should be designed in weeks, in series starting from Week 1; any and all concurrent services should be clearly noted as such.
5. A detailed cost proposal, including any travel costs and other expenses. Bidders must submit Attachment A: Itemized Cost Proposal electronically in native .xls format per instructions below. If necessary, bidders' travel expenses will be reimbursed in accordance with the public Travel and Business-Related Expense Policy. It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. 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.
6. At least three (3) references for clients for whom the the bidder has performed services similar to those being requested in this RFP. The references should include the name of a contact person, title, physical and e-mail addresses, and telephone numbers. The State Bar may, but is not obligated to, contact these references, or ask the bidder to provide additional references.
7. Provide a description of the history of work previously performed for other State of California agencies or State Judicial Branch Entities.
8. 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 submit **Attachment B: Vendor History Questionnaire** electronically in native .xls format per instructions below.

9. A list and a description of any legal actions, lawsuits, arbitrations or formal protests related to real estate services in which a bidder has been involved in the last twenty-four (24) months that would have an impact on the bidder's ability to provide the requested services.
10. Confirmation that bidder has all necessary business licenses, professional certifications or other credentials to perform the services, and that bidder, if a corporation, is in good standing and qualified to conduct business in California.
11. A written acknowledgement of the acceptance of the Contracting Requirements set forth in Section IV of this RFP, or an explanation of specific concerns or requested changes. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

B. Submission Requirements Format Summary

Proposals must be delivered to Hatem A. Khalek, Information Technology, by the Submission Deadline noted on Page 1 of this RFP.

The proposal package must include:

1. Six (6) physical hard copies of the proposal and attachments.
2. One (1) electronic copy on a flash drive containing the proposal in PDF (file-to-PDF only, do not print and scan) and attachments in Excel format.
 - Proposal (.pdf)
 - Attachment A: Itemized Cost Proposal (.xls)
 - Attachment B: Vendor History Questionnaire (.xls)

If specific submission components (including the sample reports and contracts requested) are particularly large and self-contained they may be included in a separate appendix rather than in the body of the proposal. Submittals should not direct the evaluation team to general brochures, marketing materials or websites to obtain information related to the specific submission requirements; submittals that utilize references to external materials as an answer will be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of this RFP. Emphasis should be placed on completeness and clarity of content, and on conformity to the State Bar's instructions. Proposals should not include generic promotional materials and graphics that increase page count and PDF file size without addressing substantive content. Brochures and marketing materials may be included as a supplement if desired, in hard copy or in a separate PDF file.

C. 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.

Notwithstanding the foregoing, immaterial deviations may cause a bid to be rejected. The State Bar may 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, inaccurate or unreliable, or where the cost is unreasonable.

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.

Proposals that fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered. The State Bar, solely upon its own discretion, will judge vendors on their overall compliance, and may judge a vendor to be materially compliant, even if that vendor is non-compliant to a particular requirement of the RFP.

D. Evaluation Process and Highest Score Bidder

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

The State Bar reserves the right to determine the suitability of a proposal on the basis of that proposal meeting the administrative and technical requirements of this RFP, and the evaluation team's assessment of the quality and performance of the services proposed and the cost of such services.

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.

1. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
2. Agreement with the State Bar's contracting requirements (10%).

3. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner, on budget and to the State Bar's standards of professionalism and customer service, as verified by: the content and quality of the proposal; the content and quality of any demonstration or presentation; client references; demonstrated success in projects with similar requirements; reputation in the marketplace; and any other contracts or experience with the State Bar (35%).
4. The financial viability of the bidder as evidenced by standard financial reports (10%).
5. The total cost of the proposal. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate the 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 proposal over the term of the contract (35%).

During the evaluation process, the State Bar may require a bidder to answer questions or submit additional information with regard to the proposal; and/or may require a bidder to participate in an oral interview with or make a formal presentation to the evaluation team and/or the State Bar's leadership team. A key element of any oral interview or presentation will be the participation of the specific team members that the bidder intends to work on the State Bar's account.

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 review the proposals using a tiered evaluation system, with the top candidates advancing as finalists and receiving a full evaluation as outlined above, which may include requests for revised pricing from such bidders.

This RFP 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.

E. 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. In the case of a virtual tie (defined as evaluation scores within two points of one another) the Chief Administrative Officer may determine who 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 will be sent to the bidders on or about May 22, 2020 of the State Bar's intention to award the contract to the HSB. It is anticipated that final

selection of the HSB will be made by June 1, 2020. The evaluation team will select a winning proposal subject to approval by the Board of Trustees. Upon selection, the State Bar and the selected Bidder will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work section above and Contracting Requirements section 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 an 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 and responsive proposals to this RFP.

If, after the State Bar and the HSB agree to the terms and execute a contract, and 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 Sunly Yap, Senior Program Analyst at Sunly.Yap@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.

F. 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 Submission Deadline by issuing an addendum to all potential bidders to whom the RFP was sent.

If prior to the Submission Deadline, 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.

G. Questions Regarding the RFP

Questions regarding the RFP may be addressed in writing to Sunly Yap at Sunly.Yap@calbar.ca.gov. All questions must be submitted no later than five (5) calendar days prior to the Submission Deadline. 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, subject to the California Public Records Act. 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 five (5) calendar days before the Submission Deadline.

H. Addenda

The State Bar may modify the RFP prior to the Submission Deadline 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 five (5) calendar days prior to the Submission Deadline.

I. Withdrawal and Resubmission/Modification of Proposals

A proposal may be withdrawn at any time prior to the Submission Deadline 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 Submission Deadline. Modification offered in any other manner, oral or written, will not be considered. Proposals cannot be changed after the evaluation process begins.

J. Protest Procedure

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

1. The State Bar failed to follow the procedures specified in either subdivision (c) of Public Contract Code section 10344.
2. The State Bar failed to apply correctly the standards for reviewing the format requirements or evaluating the proposals as specified in this RFP.
3. The State Bar failed to follow the methods for evaluating and scoring the proposals specified in this RFP.

4. The State Bar is proposing to award the contract to a bidder other than the bidder given the highest score by the evaluation team.

A bidder qualified to protest should contact Sunly Yap, Senior Program Analyst, (213) 765-1121, 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 prior to the award. Within five (5) calendar days after filing the protest, the protesting bidder shall file a full and complete written statement specifying the grounds for the protest. 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: Chief Administrative Officer

Protests will be reviewed and decided by the State Bar's Award Protest Team within thirty (30) calendar 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.

K. News Releases

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

L. Disposition of Materials

All materials submitted in response to an RFP will become the property of the State Bar 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 pursuant to the California Public Records Act. 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 ("**Agreement**") containing such additional covenants and other provisions as may be mutually acceptable.

The State Bar contemplates that, in addition to the terms and conditions described above in this RFP, final agreement between the State Bar and the selected Vendor will include, without limitation, a detailed statement of work based on the project scope described in Section II and the below terms and conditions ("**Contracting Requirements**"). Submission of a proposal shall

constitute agreement to contract on these Contracting Requirements, 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 that it and its personnel and employees have the education, qualifications, expertise and experience, and the ability necessary to perform the Services in a diligent, timely, professional and workmanlike manner consistent with the highest industry standards for similar services
2. Vendor warrants that its subcontractors, if any, will have the same standards of professionalism, ability and expertise as are required of Vendor, and its personnel and employees by this Agreement.
3. Vendor warrants that the Services furnished pursuant to this Agreement shall conform with the requirements of this Agreement.
4. Vendor warrants that it has or it shall obtain in a timely manner all permits, licenses, registrations or approvals which are necessary or applicable to Vendor's delivery of the Services under this Agreement.
5. Vendor warrants that all Work Product is and shall be Vendor's original work (except for material in the public domain or provided by the State Bar) and does not and will not violate or infringe upon the intellectual property right or any other rights of any person, firm, corporation or other entity.
6. Vendor warrants that the State Bar will receive good and valid title to all Work Product, free and clear of all encumbrances and liens of any kind.
7. (i) Vendor owns all right, title, and interest in, or otherwise has full right and authority to permit the use of any Pre-Existing IP as that term is defined in Section IV.E.3, below; (ii) to the best of Vendor's knowledge, the Pre-Existing IP does not infringe the rights of any third party, and use of the Pre-Existing IP as well as any of Vendor's intellectual property rights in connection with the applicable Statement of Work does not and will not violate the rights of any third parties; (iii) Vendor will comply with the terms and conditions of any licensing agreements which govern the use of third party materials; and (iv) Vendor will comply with all laws and regulations as they relate to the Services and deliverables.

8. Vendor represents that it has been duly organized, is validly existing and in good standing under the laws of its respective jurisdiction of organization, and is duly qualified to do business in and is in good standing in the State of California.
9. Vendor represents that no litigation is pending or, to the knowledge of Vendor, threatened against or affecting Vendor or any affiliate of Vendor (i.e., entity in which Vendor has a minority stake in ownership of such entity) in connection with the Services contemplated by this Agreement, that will have a material adverse effect on Vendor's ability to perform Services.
10. If any Services or deliverable fails to conform to the standard specified above, Vendor, at its sole expense, will promptly correct the deficiency in the Services or the deliverables. This remedy is cumulative of any and all other remedies to which the State Bar may be entitled pursuant to the final Agreement and applicable law.
11. Inducement. The representations and warranties in the final Agreement are essential inducements on which the State Bar relies in awarding and performing under the final Agreement.
12. Survival of Warranties. Vendor's representations and warranties under the final Agreement will survive the termination or expiration of the Agreement and will remain in full force and effect throughout the useful life of the Agreement.

C. Independent Contractor Status/Relationship of the Parties

1. It is the express intention of the Parties that Vendor be an independent contractor and not an associate, employee, agent, joint venturer or partner of the State Bar. Nothing in this Agreement will be interpreted or construed as creating or establishing the relationship of employer and employee between the State Bar and Vendor or any assistant, employee, or agent of Vendor. Neither Vendor, or its employees, or agents will perform any act or acts which might lead those with whom they deal to believe that they are representatives of the State Bar, except as to the performance of the Services. Vendor has no authority (and shall not hold itself out as having authority) to bind the State Bar and Vendor shall not make any agreements or representations on the State Bar's behalf without the State Bar's prior written consent.
2. The State Bar shall not control or direct the manner or means by which Vendor, or Vendor's employees or subcontractors perform the Services.
3. The Services performed are outside the usual course of the State Bar's business.
4. Vendor is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed hereunder.

5. Vendor Acknowledgements. Vendor further acknowledges and agrees:
- a. Unless otherwise provided in the final Agreement, Vendor will furnish, at its own expense, all labor, tools, equipment and materials necessary to perform the Services;
 - b. Vendor shall comply with all rules and procedures communicated to Vendor in writing by the State Bar, including those related to safety, security and confidentiality.
 - c. Without limiting Section IV.C.1., Vendor understands and agrees that Vendor is an independent contractor for all purposes. Vendor is not eligible to participate in any vacation, group medical or life insurance, disability, retirement benefits or any other fringe benefits or benefit plans offered by the State Bar to its employees. The State Bar will not be responsible for withholding or paying any income, payroll, Social Security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on Vendor's behalf.
 - d. Vendor may, at Vendor's own expense, retain or employ such assistants, employees or personnel as Vendor deems necessary to perform said Services and such individual will Vendor's employee or subcontractor. Vendor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants, employees or personnel, including workers' compensation coverage as required, all federal, state and local income taxes, unemployment and disability insurance, Social Security or other applicable withholdings.

D. Indemnification

1. Vendor's Indemnification Obligation
 - i. Vendor will indemnify, defend, and hold harmless the State Bar, including its Board of Trustees, officers, directors, agents, employees, successors and assigns (as the same may be constituted from time to time, hereinafter referred to as "State Bar Indemnified Party (or Parties)") from and against any and all claims, demands, damages, debts, liabilities, losses, obligations, costs, expenses, liens, judgments, awards, penalties, fines, actions, or causes of action (including but not limited to reasonable attorneys' fees, costs and expenses), whether or not litigation is actually commenced (collectively, "Losses"), arising out of or in connection with any actual or alleged direct claim or third party claim alleging: (i) breach by Vendor of any warranty, representation, term, condition or obligation under this Agreement; (ii) Work Product, Service, and deliverable prepared by or for Vendor in connection with this Agreement and provided to the 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

prepared or created in connection with this Agreement, whether or not provided to the State Bar; (iv) the actual or alleged infringement by Vendor of any copyright, trademark or other proprietary right of any person or entity; or (v) any act or omission of Vendor, its employees, agents or Subvendors.

- ii. Vendor will be liable to the State Bar for all costs (including but not limited to reasonable attorneys' fees, costs and expenses) incurred by the State Bar for the purposes of enforcing this indemnity provision.
- iii. If both Parties 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 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 an equal participating counsel in any litigation wherein the State Bar is defended by Vendor.

2. Indemnification Procedures.

- i. If any third party claim is commenced against any State Bar Indemnified Party entitled to indemnification under this Article, the State Bar will promptly give written notice thereof to Vendor and Vendor shall assume defense of such claim with counsel reasonably satisfactory to the State Bar. The State Bar's failure to provide a notice to Vendor under this section does not relieve Vendor of any liability that Vendor may have to the State Bar. Vendor will immediately take control of the defense and investigation of such claim, and employ and engage attorneys reasonably acceptable to the State Bar to handle and defend the same, at Vendor's sole cost and expense. The State Bar Indemnified Party will cooperate, at the sole cost of Vendor, in all reasonable respects with Vendor and its attorneys in the investigation, trial, and defense of such claim, and in any appeal arising therefrom; provided, however, that the State Bar Indemnified Party may, at its own cost and expense, may participate, through its attorneys (including, but not limited to, the State Bar's Office of General Counsel) or otherwise, in such investigation, trial, and defense of such claim, and any appeal arising therefrom. Vendor will not enter into a settlement of any claim that involves a remedy other than the payment of money by Vendor without the prior written consent of the State Bar. If Vendor does not assume full control over the defense of a claim that Vendor is obligated to defend as provided in this Article, Vendor may participate in such defense, at its sole cost and expense, and the State Bar will have the right to defend the claim in such manner as it may deem appropriate, at the sole cost and expense of Vendor.
- ii. Notwithstanding anything to the contrary in this Article, the State Bar may select its own legal counsel to represent its interests, and Vendor shall:
 - a. reimburse the State Bar for its costs and attorneys' fees immediately upon request as they are incurred; and

- b. remain responsible to the State Bar for any Losses indemnified under Section IV.D.1.i.
- iii. If any legal work reasonably necessary to the State Bar's defense as described herein is performed by in-house counsel for the State Bar, the State Bar will determine the value of such work at a reasonable hourly rate for comparable outside counsel and be promptly paid by Vendor; provided, however, the Parties hereby confirm that such fees will be recoverable with respect to legal work performed by the State Bar's in-house counsel only to the extent that such work is not duplicative of legal work performed by outside counsel paid for by Vendor and representing the State Bar in such matter.
- iv. Survival. Vendor's obligations under this indemnity provision will survive the expiration and termination of the final Agreement.

E. Rights in Work Product

1. Intellectual Property Rights Defined. For purposes of this Agreement, the term "Intellectual Property Rights" means know-how, inventions, patents, patent rights, and registrations and applications, renewals, continuations and extensions thereof, works of authorship and art, copyrightable materials and copyrights (including, but not limited to, titles, computer code, designs, themes, concepts, artwork, graphics and visual elements, and methods of operation, and any related documentation), copyright registrations and applications, renewals and extensions therefore, mask works, industrial rights, trademarks, service marks, trade names, logos, trademark registrations and applications, renewals and extensions therefore, derivative works, trade secrets, rights in trade dress and packaging, publicity, personality and privacy rights, rights of attribution, authorship, integrity and other similarly afforded "moral" rights, and all other forms of intellectual property and proprietary rights recognized by the U.S. laws, and other applicable foreign and international laws, treaties and conventions.
2. Work Product. Vendor recognizes and agrees that all right, title and interest, including all Intellectual Property Rights, which may be prepared, procured or produced in whole or in part in, or resulting from, the Services rendered by Vendor pursuant to this Agreement, including, without limitation, any and all deliverables, research, proposals, materials, other writings and other work product (collectively referred to as "Work Product") will be owned by the State Bar. To ensure that the Work Product becomes the sole property of the State Bar, in consideration of the mutual promises contained in this Agreement, Vendor hereby agrees to transfer, in perpetuity, to the State Bar all of the right, title and interest in the Work Product, in the United States of America and throughout the world, and agrees to assign any and all renewals and extensions of each such copyright that may be secured under the laws now or hereafter pertaining. Vendor will execute, at the State Bar's request and expense, during and after the Term, all further actions including execution and delivery of documents reasonably required to perfect the foregoing rights in the State Bar.

In the event Vendor fails to execute any documents, Vendor appoints the State Bar as its attorney-in-fact to execute such documents on Vendor's behalf. Vendor hereby waives or transfers any and all moral rights, including without limitation any right to attribution, identification, integrity, disclosure or authorship or any other rights that may be known as "moral rights", or limitation on subsequent modification that Vendor (or its employees, agents, or subcontractors) has or may have in the Work Product or any part thereof.

3. No Transfer of Title in and to Vendor's Pre-Existing IP. Notwithstanding the foregoing, the State Bar acknowledges that independent of this Agreement, Vendor has created, acquired or otherwise has rights in and may, in connection with the performance of this Agreement, employ certain intellectual property, including, without limitation, various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques (collectively, "Pre-Existing IP"). The State Bar and Vendor intend that Vendor's interests in or title to such Pre-Existing IP shall remain vested in Vendor; provided however, that to the extent that Work Product incorporates any Pre-Existing IP, Vendor hereby grants to the State Bar a world-wide, perpetual, non-exclusive, fully paid-up, royalty-free, irrevocable right and license to use such Pre-Existing IP as incorporated into such Work Product to enable the State Bar to have full use of such Work Product as contemplated by this Agreement, including, without limitation, the right to run, execute, copy, modify, create derivative works, display, distribute and sublicense such rights. Vendor represents that its rights to any Pre-Existing IP are sufficiently broad to meet the requirements of this section.
4. No Transfer of Title in and to State Bar's Pre-Existing IP. As between Vendor and the State Bar, the State Bar is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, Confidential Information and other materials provided to Vendor by the State Bar ("State Bar Materials"), including all Intellectual Property Rights therein. Contract has no right or license to reproduce or use any State Bar Materials except solely during the Term to the extent necessary to perform Vendor's obligations under this Agreement. All other rights in and to the State Bar Materials are expressly reserved by the State Bar. Vendor has no right or license to use the State Bar's trademarks, service marks, trade names, logos, symbols, or brand names.
5. Third Party Materials. As used in the final Agreement, "Third Party Materials" means proprietary third party materials which are incorporated into the Work Product. All Third Party Materials are the exclusive property of their respective owners. Vendor must inform the State Bar of all Third Party Materials that may be required to perform the Services or otherwise integrated into the Work Product. Under such circumstances, Vendor will inform the State Bar of any need to license and unless otherwise provided for by the State Bar, Vendor will obtain the license(s) necessary to permit the State Bar's use of the Third Party Materials consistent with the usage rights granted herein. In the event Vendor fails to properly secure or otherwise arrange for any necessary licenses or

instructs the use of Third Party Materials, Vendor hereby indemnifies, saves and holds harmless the State Bar from any and all damages, liabilities, costs, losses or expenses (including reasonable attorney's fees and costs) arising out of any claim, demand, or action by a third party arising out of Vendor's failure to obtain copyright, trademark, publicity, privacy, defamation or other releases or permissions with respect to materials included in the Work Product.

F. Insurance Obligations of Vendor

1. Without in any way limiting Vendor's liability pursuant to the "Indemnification" Section of the final Agreement, Vendor must maintain in full force and effect during the term of the Agreement at Vendor's own expense, insurance in the amounts and coverages indicated below and pursuant to the following provisions.

Vendor will provide and keep in full force and effect during the Term of the final Agreement, at its own cost and expense, the following insurance policies for the joint benefit of Vendor and the State Bar:

- (i) **Commercial General Liability Insurance** with a general aggregate limit (other than products/completed operations) of no less than Five Million Dollars (\$5,000,000.00) and including products/completed operations coverage with a limit of no less than One Million Dollars (\$1,000,000.00); at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit. Such commercial general liability insurance shall name the State Bar, its Board of Trustees, directors, officers, and employees as additional insured. Such commercial general liability insurance coverage will be with an insurance carrier with an A. M. Best rating of not less than A:X.
- (ii) **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. Such workers' compensation insurance coverage will be with an insurance carrier with an A. M. Best rating of not less than A:X.
- (iii) **Comprehensive Automobile Liability Insurance** covering owned, leased, hired and non-owned vehicles, with a combined liability per occurrence limit of at least One Million Dollars (\$1,000,000.00). Such comprehensive automobile liability insurance shall name the State Bar, its Board of Trustees, directors, officers, and employees as additional insured. Such comprehensive automobile liability insurance coverage will be

with an insurance carrier with an A. M. Best rating of not less than A:X.

- (iv) **Professional Liability Insurance** with a general aggregate limit of Two Million Dollars (\$2,000,000.00) and a per occurrence limit of at least Two Million Dollars (\$2,000,000.00). Such professional liability insurance coverage will be with an insurance carrier with an A. M. Best rating of not less than A- VII.
- (v) **Umbrella Liability Insurance** with general aggregate limit of Five Million Dollars (\$5,000,000.00) and a per occurrence limit of at least Five Million Dollars (\$5,000,000.00). Such umbrella liability insurance shall name the State Bar, its Board of Trustees, directors, officers, and employees as additional insured. Such umbrella liability insurance coverage will be with an insurance carrier with an A. M. Best rating of not less than A:X.
- (vi) **Privacy Security Liability/Cyber Insurance** coverage for a minimum limit of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such privacy security liability/cyber insurance will be with an insurance carrier with an A. M. Best rating of not less than A:X.

2. In addition, all insurance policies will: (i) be primary and non-contributing with respect to any other insurance available to the Additional Insureds, with respect to any claims arising out of the final Agreement; (ii) apply separately to each insured against whom a claim is made or suit is brought; (iii) include a waiver of subrogation provision or endorsement in favor of the State Bar; and (iv) be with insurance carrier(s) that are authorized to do business in the State of California, and are satisfactory to the State Bar.
3. Within fifteen (15) calendar days of the Effective Date, Vendor shall deliver to the State Bar offices at 180 Howard Street, San Francisco, CA 94105 Attn: Risk Management, certificates of insurance evidencing compliance with the requirements in this Article. Each certificate will provide that the issuing company (the insurer) will endeavor to mail to the State Bar thirty (30) calendar days' prior written notice of any cancellation of the policies or reduction in coverage or amount. In addition, notwithstanding any notices sent to the State Bar by the insurer, Vendor shall provide prompt written notice to the State Bar if there are any cancellations or lapses, reductions in coverage or coverage limit, or other material changes to the insurance policies. If Vendor fails to secure and maintain the required insurance policies complying with the provisions of this Section, the State Bar may, but is not required to, purchase the required insurance coverage and Vendor shall reimburse the State Bar for all the associated costs. If Vendor assigns, subcontracts or delegates any portion of the duties, Vendor shall ensure that each such assignee, subcontractor, or delegee

purchases and maintains the same insurance coverage required pursuant to the final Agreement.

4. Should any of the required insurance be provided under a claims-made form, Vendor will maintain such coverage continuously throughout the term of the final Agreement and, without lapse, for a period of three (3) years beyond the expiration of the final Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the final Agreement, such claims will be covered by such claims-made policies.
5. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit will be double the occurrence or claims limits specified above.
6. Should any required insurance lapse during the term of the final Agreement, requests for payments originating after such lapse will not be processed until the State Bar receives satisfactory evidence of reinstated coverage as required by the final Agreement, effective as of the lapse date. If insurance is not reinstated, the State Bar may, at its sole option, terminate the final Agreement effective on the date of such lapse of insurance. Termination will be in addition to any other rights or remedies that the State Bar may have under the final Agreement.
7. A failure to maintain insurance will constitute a material breach of the final Agreement.
8. Waiver of Subrogation. Vendor waives and release all claims and all rights of recovery against the State Bar for any loss, injury, or damage arising from any cause that: (i) is required to be insured against under the terms of this Agreement, regardless of whether such insurance coverage actually exists; or (ii) is actually insured against under any insurance carried by Vendor, regardless of whether such insurance is required hereunder. To the extent permitted by law, Vendor's waiver and release shall apply irrespective of the cause or origin of the claim, including the negligence or intentional misconduct of the State Bar, or of any person acting at the direction or under the control of the State Bar. Vendor agrees that the foregoing waiver shall be binding upon its respective insurance carriers, and (except for any insurance policy that provides that the insured thereunder may effectively waive subrogation without further action on the part of the insured) Vendor shall obtain endorsements or take such other action as may be required to effect such insurer's waiver of subrogation under each such policy.

G. Termination

1. The State Bar may terminate this Agreement, in its sole discretion, with or without cause and for any reason upon fourteen (14) calendar days' written notice to Vendor. Vendor's sole compensation will be for that portion of the Services performed by Vendor to the date of termination, together with reimbursable expenses, if any, then due pursuant to the Agreement; provided, however, that Vendor will not be paid for any services or reimbursable expenses associated with any work or service which was not authorized by the State Bar pursuant to the Agreement
2. Vendor may terminate this Agreement, in its sole discretion, with or without cause and for any reason upon thirty (30) calendar days' written notice to the State Bar. Vendor's sole compensation will be for that portion of the Services performed to the date of termination, together with reimbursable expenses, if any, then due pursuant to the Agreement; provided, however, that Vendor will not be paid for any services or reimbursable expenses associated with any work or service which was not authorized by the State Bar pursuant to the Agreement.
3. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party to this Agreement, if the other party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the other Party does not cure such breach within ten (10) calendar days after receipt of written notice of such breach.
4. This Agreement will terminate automatically in the event of: (i) the bankruptcy or insolvency of either party, or (ii) the death or total incapacity of Vendor.
5. 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 Agreement is subject to authorization of sufficient funding for such purpose by the California State Legislature and the Governor of the State of California. If sufficient funds are not so authorized, the Parties mutually agree that this Agreement may be terminated or amended as appropriate in response to such occurrence. If the Agreement is terminated, Vendor agrees to relieve the State Bar of any further obligations, except for the State Bar's obligation to pay for Services already performed pursuant to this Agreement.
6. Upon expiration, cancellation or termination of this Agreement for any reason, or at any other time upon the State Bar's written request, Vendor shall within seven (7) calendar days after such expiration, cancellation or termination:
 - a. deliver to the State Bar's all deliverables (whether complete or incomplete), Work Product and all materials, equipment, and other property provided for Vendor's use by the State Bar;

- b. deliver to the State Bar all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;
- c. permanently erase all of the Confidential Information from Vendor's computer and phone systems; and
- d. certify in writing to the State Bar that Vendor has complied with the requirements of this Section.

H. Confidentiality and Publicity

1. Vendor agrees to maintain in strictest confidence any non-public, proprietary, or confidential information, or material disclosed or provided by the State Bar to Vendor or its employees, consultants, contractors, subcontractors and agents (collectively, "Vendor's Representatives"), either orally, in writing, electronic or in any other form or medium), or that Vendor or Vendor's Representatives may otherwise receive access to in connection with the Services, concerning any aspect of the affairs of the State Bar, including without limitation any information or material pertaining to the State Bar's operations, processes, plans, policies, procedures, Board of Trustees, leadership, management, employees, personnel, contractors, volunteers, legal and regulatory affairs, financial data, licensees (former and current), applicants, and relationships with third parties ("Confidential Information"). Confidential Information also includes any notes, analyses, compilations, studies or other material, Work Product, deliverables or documents prepared by Vendor and Vendor's Representatives which contain, reflect, or are based, in whole or in part, on the Confidential Information. Confidential Information also includes any confidential or proprietary information of any third party who may disclose such information to the State Bar in the course of the State Bar's affairs. Confidential Information shall also include the existence and terms of this Agreement. Confidential Information does not include information that: (a) is or becomes a part of the public domain through no act or omission of Vendor or Vendor's Representatives; (b) is lawfully disclosed to Vendor or Vendor's Representatives by a third party without restrictions on disclosure; or (c) was in Vendor or Vendor's Representative's lawful possession, as established by documentary evidence, prior to the disclosure by the State Bar.
2. Vendor will safeguard such Confidential Information and will take all necessary steps to protect such Confidential Information. Vendor will only use and disclose Confidential Information to Vendor's Representatives requiring such Confidential Information to perform Services pursuant to this Agreement. Vendor shall require each of Vendor's Representatives to execute a written agreement containing obligation of confidentiality, which agreement shall be approved by the State Bar. All Confidential Information furnished to Vendor by the State Bar is the sole and exclusive property of the State Bar or, where applicable, other third parties. Vendor shall promptly notify the State Bar of any

unauthorized use, access, or disclosure of Confidential Information and take all commercially reasonable steps to prevent further use, access or disclosure.

3. Vendor will not disclose Confidential Information or permit it to be disclosed, in whole or part, to any third party without the prior written consent of the State Bar in each instance. If any person or entity requests by subpoena or court order any information or materials relating to this Agreement which is within the possession, custody or control of Vendor (or the possession, custody or control of personnel, employees, agents or representatives of Vendor), Vendor shall promptly inform the State Bar of such request and cooperate with the State Bar to the extent the State Bar objects or moves to quash such request or subpoena. Notwithstanding any contrary provision contained herein, Vendor may disclose Confidential Information to the extent that such disclosure is required by law or regulation, or is pursuant to a valid order of a court of competent jurisdiction or an authorized governmental authority; provided that Vendor: (a) immediately notifies the State Bar in writing of the disclosure request and to the extent not prevented from doing so by applicable government authority, provide the State Bar a copy of the order by the applicable court or governmental authority so the State Bar may seek a protective order or other appropriate remedy; (b) cooperates with the State bar if it seeks a protective order or other appropriate remedy preventing or limiting disclosure; and (c) seeks confidential treatment of any Confidential Information required to be disclosed before disclosure. If the State Bar cannot obtain a protective order, another appropriate remedy, or otherwise fails to quash the legal process requiring disclosure, Vendor shall work with the State Bar to disclose the requested Confidential Information only to the extent required by such law, regulation or order.
4. Vendor acknowledges that irreparable harm can result to the State Bar and to third parties by disclosure or threatened disclosure of Confidential Information that cannot be adequately relieved by money damages alone; accordingly, the State Bar may seek equitable remedies including temporary or permanent injunction or other equitable relief from any court of competent jurisdiction, without the necessity of showing actual damages and without the necessity of posting any bond or other security. The equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available forms of relief. If the State Bar incurs any loss or liability arising out of disclosure or use of any Confidential Information by any one or more Vendor's Representatives other than as authorized herein, that disclosure or use will be deemed to have been by Vendor for purposes of determining whether Vendor breached any of its obligations under the Agreement.
5. Vendor will not issue any public announcements or statements, or engage in any publicity or advertising concerning the State Bar without obtaining the prior written consent of the State Bar.

I. Compliance with Laws

Vendor, and its personnel, employees, and subcontractors shall comply with all applicable laws, ordinances and regulations adopted or established by federal, state, or local governmental bodies or agencies, including but not limited to the provisions of the Fair Employment and Housing Act (California Government Code, section 12900 et seq.) and any applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285.0 et seq.), ADA/ADAAA, and section 508 of the Rehabilitation Act. Vendor will include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

J. Staffing

1. No Assignment, Subcontracting, Delegation or Transfer.

- a. Vendor shall not assign, subcontract, delegate or otherwise transfer any of the rights, duties or obligations of the final Agreement to any third party without the prior written consent of the State Bar and compliance with the requirements set forth below.
- b. Conditions Precedent for Vendor to Subcontract the Services. Vendor may retain independent subvendors to furnish Services and access Confidential Information (as defined in Section IV, subsection H.1.) only in accordance with this section (hereinafter referred to as "Subvendors"). All Subvendors must be approved in advance in writing by the State Bar, such approval to be granted in the State Bar's sole discretion. In advance of providing any Services or receiving any Confidential Information, all Subvendors will execute a written agreement reasonably satisfactory to the State Bar: (i) sufficient to secure compliance by such Subvendors with the obligations of confidentiality concerning Confidential Information as set forth in Section IV, subsection H; (ii) in accordance with Section IV, subsection E.2. (Rights in Work Product), acknowledging Subvendor's obligation to transfer and/or assign any rights, title, and interest to all materials and Work Product in connection with performance hereunder; and (iii) effecting assignments of all Intellectual Property Rights concerning the Work Product, including the deliverables to the State Bar as specified in Section IV, subsection E. The State Bar, upon request, may review such agreements at any time before or after execution by such Subvendors to ensure compliance with the final Agreement.
- c. Assignment of Personnel. Vendor must have control of its employees and Subvendors (if any) (individually and collectively, "Personnel") it assigns to the work of the Project; provided, however, that if the State Bar becomes dissatisfied with the performance of any of Vendor's Personnel providing Services, the State Bar may notify Vendor of the details of the unsatisfactory performance and the parties will cooperate

to remedy the problem as soon as reasonably possible. If the State Bar makes such a request, Vendor will use its best efforts to reassign any Personnel who are the subject of the State Bar's dissatisfaction and instead attempt to provide Services through replacement Personnel. Services performed under the terms of the final Agreement will be performed at the State Bar's offices or Vendor's offices.

- d. Vendor's Project Liaison. Vendor must designate an employee of sufficient management rank to act as its representative in dealing with the State Bar ("Vendor's Project Liaison"). Vendor's Project Liaison must represent Vendor and have responsibility for ensuring that Vendor performs its obligations under the final Agreement and for communicating with the State Bar regarding project status and issues. Vendor must use reasonable efforts to minimize changing the person who is serving as Vendor's Project Liaison during the Term.

K. General Provisions

1. Force Majeure. Neither party will be deemed in default of the final 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, (a) acts of God or public enemy, (b) acts of the government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) embargoes, (i) earthquakes, and (j) unusually severe weather.
2. Jurisdiction. This Agreement is deemed to have been made and entered into by the Parties at San Francisco, California, and will be governed and construed according to the laws of the State of California, without giving effect to any conflict of laws principles that would cause the laws of any other jurisdiction to apply. Any action or proceeding arising out of or in connection with the Agreement shall be brought only in any state or federal court located in the State of California, County of San Francisco. The Parties irrevocably submit to the exclusive jurisdiction of these courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.
3. Audit. The State Bar reserves the right to have an independent audit conducted of Vendor's compliance with the terms of the final Agreement if the State Bar reasonably believes such audit is necessary to ensure confidentiality and or financial or program accountability or integrity. Accordingly, Vendor agrees that the State Bar or its designated representative will have the right to review and to copy any records and supporting documentation pertaining to the performance of the final Agreement. Vendor agrees to maintain such records for possible audit for a minimum of two (2) years after final payment, unless a longer period is stipulated. Vendor agrees to allow interviews of any Personnel

who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar to audit in any subcontract related to the performance of the final Agreement.