180 Howard Street, San
Francisco, CA 94105

REQUEST FOR PROPOSAL
Strategic Planning Consulting Services

This document is a Request for Proposal (**RFP**) for Consulting (**Services**).

The State Bar anticipates awarding a Consulting Agreement for an initial term of up to 1 year (**Initial Term**). The Initial Term, with Renewal Period(s), if elected, means the Term. Individual Statements of Work (SOWs) will be executed with specific scope, deliverables, timeline, and pricing defined in each SOW. The State Bar expects to award a contract based on this RFP on or before November 2, 2026, for the Initial Term to commence in January 2027.

Please submit an electronic copy of your proposal by email to Grisel.Zendejas@calbar.ca.gov no later than 3:00 p.m. on **October 23, 2026** (**Submission Deadline**). Bidders will receive a confirmation email notifying them of receipt. If bidders do not receive such an email, please follow up by email to Grisel Zendejas.

SOLICITATION SCHEDULE	
RFP Released	September 24, 2026
Questions Deadline	October 8, 2026, by 3 p.m. PST
Answers to Questions Posted by	October 13, 2026
Proposals Due	October 23, 2026, by 3 p.m. PST
Anticipated Notice of Intent to Award	November 2, 2026
Anticipated Board of Trustees Approval	November 19, 2026
Anticipated Contract Start Date	January 2027

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 the 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 one of the largest state bars in the country and licenses approximately 290,000 attorneys. More information about the State Bar can be found online. The State Bar's offices are located in San Francisco and Los Angeles.

II. PROJECT DESCRIPTION & STATEMENT OF WORK

A. BACKGROUND AND PURPOSE

The State Bar's current Strategic Plan covers the period 2022-2027. That plan, developed with the assistance of an outside consultant and adopted by the Board of Trustees, established five public-protection goals:

1. Protect the Public by Strengthening the Attorney Discipline System
2. Protect the Public by Enhancing Access to and Inclusion in the Legal System
3. Protect the Public by Regulating the Legal Profession
4. Protect the Public by Engaging Partners
5. Protect the Public through Innovative Use of Technology and Responsible Data Management

The current Strategic Plan expires in 2027. The State Bar is seeking a qualified consultant to facilitate and support the development of a new five-year Strategic Plan for the period 2027-2032. The process must meaningfully engage the Board of Trustees, the Executive Director, senior leadership, and key stakeholders, including the California Supreme Court and the California Legislature, and must result in a clear, actionable plan that reflects the State Bar's mission, the current legal landscape, and the priorities of the communities it serves.

Bidders should understand that the resulting Strategic Plan is not solely an internal management document. Because the State Bar is a governmental entity, the draft Strategic Plan will be publicly circulated for review and input. The selected consultant must design and manage a process that will be conducted in a public, and at times politically sensitive, environment.

B. SCOPE OF WORK

The selected consultant will facilitate and support a structured, inclusive, and professionally managed strategic planning process. At minimum, the scope of work must include the following tasks, to be completed by the dates set forth in the project timeline in Section II.C:

1. Onboarding and Organizational Assessment
    a. Participate in onboarding discussions with the Executive Director and relevant senior staff.
    b. Review the current 2022-2027 Strategic Plan, associated implementation reports, annual reports, and other relevant organizational materials, including reports submitted by the State Bar to the California Supreme Court and the California Legislature, recent legislation affecting the State Bar, applicable rules and orders of the California Supreme Court, and reports and audits issued by the California State Auditor.
    c. Conduct a review of the current operating environment, including the statutory and constitutional framework governing the State Bar, the priorities expressed by the California Supreme Court and the California Legislature, trends and challenges affecting attorney regulation, access to justice, legal profession diversity, and technology in the legal sector.
    d. Present findings and key themes to the Executive Director, designated staff, and Board liaisons, prior to initiating full Board engagement.

2. Board and Stakeholder Engagement
    a. Design and administer a confidential survey of Board of Trustees members to gather perspectives on organizational priorities, challenges, and strategic direction.
    b. Conduct individual, in-depth confidential interviews with each member of the Board of Trustees.
    c. Conduct interviews and/or focus groups with the Executive Director, senior leadership, and other identified stakeholders as agreed upon with the State Bar.
    d. Conduct outreach to additional external stakeholders as directed by the State Bar, which may include the general public, licensees, local and specialty bar associations, legal services providers, law schools, and consumer advocacy organizations.
    e. Analyze and synthesize all survey and interview data; prepare and present a written summary of findings to the Executive Director and Board.

3. Strategic Planning Session Preparation
    a. Develop a planning agenda, facilitation guide, and supporting materials for a multi-day strategic planning session with the Board of Trustees.
    b. Coordinate with the Executive Director and State Bar staff on session logistics, format, and participant preparation.
    c. Provide draft pre-reading and background materials for Board members in advance of the planning session.

4. Facilitation of Strategic Planning Session
    a. Facilitate a multi-day strategic planning session with the Board of Trustees that complies with the Bagley Keene Open Meeting Act requirements. The consultant must be familiar with the constraints the Bagley-Keene Open Meeting Act places on facilitated discussion among members of a state body, including limitations on breakout groups, small-group exercises, and serial communications, and must structure the session accordingly.
    b. The session may be conducted in person, in a hybrid format, or virtually, subject to mutual agreement and Board preferences.
    c. Ensure the process is structured to produce consensus on organizational priorities, strategic goals, and a high-level implementation framework for the 2027-2032 plan.

5. Strategic Plan Development and Delivery
    a. Prepare a written report summarizing the proceedings of the strategic planning session.
    b. Draft the 2027-2032 Strategic Plan document, incorporating the Board's decisions, priorities, and goals as developed through the planning process and refined by the Executive Director, designated staff, and Board liaisons.
    c. Present the draft plan to the Executive Director, designated staff, and Board liaisons for review and feedback.
    d. Present the revised draft plan to the Board for review and feedback.
    e. Incorporate revisions and deliver a final Strategic Plan document suitable for adoption by the Board of Trustees and public distribution.

C. PROPOSED PROJECT TIMELINE

The State Bar anticipates the following general timeline. Final deadlines will be established in the executed contract and Statement of Work.

Task	**Target Completion**
Contract executed; onboarding initiated	January 2027
Organizational assessment and document review complete	February 2027
Board survey administered and individual interviews complete	March 2027
Survey and interview analysis and summary report delivered	April 2027
Planning session agenda and supporting materials finalized	May 2027
Strategic planning session(s) with Board of Trustees facilitated	June 2027
Draft Strategic Plan delivered to Executive Director and Board	July 2027
Revised final Strategic Plan delivered	August 2027

D. DELIVERABLES

The following written deliverables are required:

1. Organizational Assessment Summary: A written summary of key themes emerging from document review and environmental scan, to inform Board engagement.
2. Survey and Interview Findings Report: A written analysis of Board and stakeholder survey and interview data, including key themes, areas of alignment, and areas requiring further discussion.
3. Planning Session Materials: A written agenda, facilitation guide, and supporting background materials for the strategic planning session(s).
4. Planning Session Summary: A written summary of the strategic planning session proceedings, including decisions made, priorities identified, and action items.
5. Draft 2027-2032 Strategic Plan: A complete draft of the Strategic Plan, structured for review and revision by the Board of Trustees. There may be multiple drafts based on input from the Executive Director, designated staff, and Board liaisons.
6. Final 2027-2032 Strategic Plan: A polished, Board-ready final document incorporating all revisions, suitable adoption by the Board of Trustees and for public distribution.

D. STATE BAR RESPONSIBILITIES

The State Bar will be responsible for the following:

1. Designating an Authorized Representative to serve as the primary point of contact for the consultant throughout the engagement.
2. Providing timely access to relevant organizational documents, data, and personnel.
3. Coordinating Board member availability for surveys, interviews, and planning sessions.
4. Managing all logistics associated with the strategic planning session(s), including venue, technology, and related materials, whether in-person or virtual.
5. Reviewing and providing timely feedback on all draft deliverables.

E. VENDOR QUALIFICATIONS

The State Bar seeks a consultant or consulting team with demonstrated experience and qualifications in the following areas:

1. Strategic Planning Facilitation: The lead consultant must have substantial experience facilitating strategic planning processes for complex public-sector agencies, regulatory bodies, bar associations, nonprofits, or comparable organizations. Experience working with governing boards is required. Experience facilitating planning processes for organizations whose plans are subject to review by external oversight bodies is strongly preferred.

2. Board Engagement: Demonstrated experience designing and facilitating structured engagement processes with boards of directors or trustees, including conducting individual interviews and translating diverse perspectives into strategic priorities.

3. Public Sector and/or Legal Sector Experience: Prior experience with state agencies, judicial branch entities, legal aid organizations, bar associations, or comparable regulated professions is strongly preferred.

4. Experience in Publicly Accountable Environments: Demonstrated experience supporting organizations that are accountable to multiple external oversight bodies, and the ability to engage constructively.

5. Diversity, Equity, and Inclusion: A demonstrated commitment to advancing diversity, equity, and inclusion in organizational processes and outcomes, consistent with the State Bar's foundational commitment to DEI in both its own operations and the legal profession.

6. Project Management: The ability to manage a structured, multi-phase process on a defined timeline, with consistent communication and reliable deliverables.

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 Submission Deadline. Reference to a certain number of days in this RFP shall mean Business Days unless otherwise specified. **Business Day** means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day which is a State Bar holiday.

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 be 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. All submission materials may be subject to California Public Records Act (CPRA) requests. If a proposal contains information considered to be a trade secret under California Civil Code section 3426.1 or otherwise believed by the bidder to be exempt from disclosure under the CPRA, bidder shall, when submitting its proposal, submit a complete duplicate copy of its proposal as one electronic file in Adobe Acrobat PDF format, with those parts of its proposal which Bidder deems to be exempt from disclosure under the CPRA redacted using black-out (“redacted copy”). Do not omit any pages from the redacted copy. Bidder shall submit with its redacted proposal a separate table detailing its basis for each redaction. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a bidder who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure may be deemed non-responsive.

The CPRA permits the State Bar to withhold from the public all or part of a public record that is exempt from disclosure under the CPRA, and the State Bar will exercise this authority in its sole and absolute discretion. The State Bar shall not, in any way, be liable for any damages of any kind for the disclosure of a bidder’s proposal, communications about a bidder’s proposal, or any such related records or any parts thereof. In the event the State Bar is required to defend an action on a CPRA request for any contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the bidder agrees to defend and indemnify the State Bar from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the CPRA.

1. An executive summary of no more than five pages, providing an overview of the bidder's organizational structure, history, services, market position, unique qualifications, strategic alliances, and any other information the bidder believes is pertinent. If the bidder intends to use subvendors for any portion of the Services, the executive summary must also include identification of proposed subvendors, their proposed roles in the project, and a brief overview of their qualifications and relevant experience with similar matter management implementations.

2. Team Qualifications: Resumes or biographical summaries for the lead consultant and all personnel proposed to work on this engagement, including any subcontractors. Identify the proposed lead facilitator by name.

3. Relevant Experience: A description of at least three strategic planning engagements completed within the past five years that are similar in scope to the work described in this RFP. For each engagement, provide the client organization's name, a brief description of the work performed, the approximate contract value, and the name and contact information of a reference.

4. Proposed Approach: A detailed description of the consultant's proposed methodology, facilitation approach, and process design for this engagement, including how the consultant will ensure meaningful Board engagement and a high-quality final plan.

5. Project Timeline: A proposed project timeline mapped to the milestones described in Section II.C, including estimated hours by task and personnel.

6. DEI Statement: A description of the bidder's approach to diversity, equity, and inclusion in its consulting practice and in the design of this engagement.

7. Cost Proposal: An itemized cost proposal (Attachment B) detailing fees by task and personnel, plus any anticipated reimbursable expenses. Travel expenses, if applicable, will be reimbursed in accordance with the State Bar's Travel and Business-Related Expense Policy.

8. 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.

9. 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 A. Vendor History Questionnaire** electronically in native .xls format per instructions below.

10. Disclosure of any potential or actual business, personal, or financial conflicts of interest with the State Bar's Board of Trustees and/or State Bar staff that could reasonably be expected to influence decisions or actions with respect to the State Bar's Board of Trustees or State Bar staff (Attachment A). Any disclosure shall include a description of the nature and extent of the actual or potential conflict. This disclosure must, at a minimum, include all known business, personal, or professional relationships between the State Bar and vendor. Examples of such relationships include but are not limited to: current or prior employment or contractual relationships between the State Bar and vendor in any capacity, current or prior employment or contractual relationships between State Bar and any vendor staff or vendor staff's family and friendships, or familial relationships between vendor staff and State Bar staff or Trustees.

11. A list and description of any legal actions, lawsuits, arbitrations, or formal protests related to the project scope described in Section II in which the bidder has been involved in the last 24 months that would have an impact on the bidder's ability to provide the requested services.

12. Confirmation that the bidder has all necessary business licenses, professional certifications, or other credentials to perform the services, and that the bidder, if a corporation, proof that it is in good standing and qualified to conduct business in California.

13. Proof of small business certification if vendor is certified as a small business by the California Department of General Services (DGS), or with a comparable small business certification from a California municipality.

14. 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 include reasons given for the reservation. To submit exceptions, modifications, or additions to the terms included herein, bidder shall include its proposed exceptions, modifications, and additions in a redlined copy of the terms below. Bidder may include comments to explain its reasoning for the proposed redlines. The State Bar retains the right to negotiate terms following notice of intent to award.

15. Describe your disaster recovery and business continuity capabilities, including:
    a. Recovery Time Objective (RTO) and Recovery Point Objective (RPO) commitments
    b. Backup frequency, methods, and retention policies
    c. Timeline for full system recovery (must address the State Bar's requirement for recovery within 24 hours)

16. Describe your approach to meeting State Bar security and compliance requirements, including data encryption (at rest and in transit), access controls, audit logging, vulnerability management, Personally Identifiable Information (PII)/ California Privacy Rights Act (PRA) compliance measures, and any relevant security certifications (SOC 2, etc.)

17. Bidder must notify the State Bar in writing if it: (1) intends to provide Generative AI (GenAI) as a deliverable to the State Bar; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Services or deliverables. Failure to report GenAI to the State Bar may result in disqualification. The State Bar reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure. Upon notification by a Bidder of GenAI as required, the State Bar reserves the right to incorporate clauses related to GenAI into the final contract or reject offers that present an unacceptable level of risk to the State Bar. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data." In addition, bidders should also submit with their proposal the State Bar Vendor AI FactSheet.

B. SUBMISSION REQUIREMENTS FORMAT SUMMARY

Proposals must be emailed to Grisel.Zendejas@calbar.ca.gov by the Submission Deadline noted on Page 1 of this RFP.

The proposal package must include:

- One electronic copy containing the proposal in PDF (file-to-PDF only, do not print and scan) and attachments in its native format.
- Proposal (.pdf)
- Attachment A. Vendor History Questionnaire (.xls)
- Attachment B. Itemized Cost Proposal (.xls)

If specific submission components (including the requested plans, samples, 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 nonresponsive.

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 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 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 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.

The State Bar may judge a bidder to be materially compliant, even if that bidder is noncompliant to a particular requirement of the RFP.

D. EVALUATION PROCESS AND HIGHEST SCORED BIDDER

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

The State Bar reserves the right to determine the suitability of a proposal based on 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.

Overview of Evaluation Process

All responsive proposals will be evaluated based on written submissions to determine which vendors meet requirements

- Evaluation consists of the reviewing written proposals and required attachments
- For the purpose of evaluating the cost of the proposal, vendors certified as a small business by the California Department of General Services (DGS), or with a comparable small business certification from a California municipality, will receive a five percent (5%) bid preference, capped at $50,000, if the lowest cost responsive bid is received from a vendor that is not a certified small business. A non-small business prime

contractor who uses certified small business subcontractors for at least 25 percent of its net bid price is also eligible for the five percent (5%) bid preference when competing against another non-small business. Costs will be evaluated only if a proposal is determined to be otherwise qualified

Scoring Methodology:

- Vendors will be evaluated on the criteria below
- Proposals that fail to address all Submission Requirements #1-17 in Section III-A may be deemed nonresponsive and disqualified from further evaluation

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, demonstration, sandbox environment experience and/or submission of any additional information as requested by the State Bar.

	Evaluation Categories	**Weighted Score**
Category A	Responsiveness of the proposal to the submission requirements set forth in the RFP.	5
Category B	DEI commitment and approach	5
Category C	Qualifications and experience of the lead consultant and team, including public sector and governmental experience	30
Category D	Quality and specificity of the proposed approach and methodology	30
Category E	The total cost of the proposal solution. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract.	30
MAX Score		100

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.

E. RESERVED RIGHTS

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.

F. AWARD AND EXECUTION OF CONTRACT

The evaluation team will select a winning proposal subject to approval by the Board of Trustees. In the case of a virtual tie (defined as evaluation scores within two points of one another), the Director of Finance may determine the awardee. Notice of Intent to Award will be emailed to the bidders on or about **November 2, 2026**. 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/Project Scope 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 the next highest-ranked bidder who submitted a timely and responsive proposal 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. Where the contract is terminated for the HSB's default, the State Bar reserves the right to seek from the HSB the excess costs of reprocurement.

Questions regarding the State Bar's award of any contract 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 Grisel Zendejas, Principal Procurement Analyst at Grisel.Zendejas@calbar.ca.gov.

Where written notice is required in this RFP, the notice must be sent by email.

G. 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

H. QUESTIONS REGARDING THE RFP

Questions regarding the RFP may be addressed in writing to Grisel Zendejas at

Grisel.Zendejas@calbar.ca.gov. All questions must be submitted no later than 3 p.m. on **October 8, 2026**. 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 (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code). 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 ten (10) calendar days before the Submission Deadline.

I. 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 seven calendar days prior to the Submission Deadline.

J. 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.

K. 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 (b) or (c) of Public Contract Code section 10344.
2. The State Bar failed to correctly apply 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.

Within five (5) business days of the issuance of the notice of intent to award, a bidder qualified to protest should contact Grisel Zendejas, Principal Procurement Analyst at Grisel.Zendejas@calbar.ca.gov 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 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
Attention: Chief Financial Officer
180 Howard Street
San Francisco, CA 94105-1639

Protests will be reviewed and decided by the State Bar's Award Protest Team within 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.

L. NEWS RELEASES

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

M. 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, 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. **Qualifications.** Vendor warrants that Vendor and its personnel, employees, and subvendors (if authorized) have the education, qualifications, expertise, experience, and 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's subcontractors, if any, 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 the final Agreement.

3. Vendor warrants that the Services furnished pursuant to the final Agreement will conform to the requirements of the final Agreement.

4. **Legal Compliance.** Vendor warrants that it has or it will obtain in a timely manner, all permits, licenses, registrations, or approvals necessary or applicable to Vendor's delivery of the Services under the final Agreement.

5. **Intellectual Property.** Vendor warrants: (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; (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.

6. **Original Work.** Vendor warrants that all Work Product is and will 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 rights or any other rights of any person, firm, corporation, or other entity.

7. If any deliverable fails to conform to the standard specified above, vendor, at its sole expense, will promptly correct the defective deliverable. 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.

8. **Title to Work**. 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.

9. **Good Standing.** Vendor represents that it has been duly organized, is validly existing and in good standing under the laws of the jurisdiction of its organization, and is duly qualified to do business in and is in good standing in the State of California.
10. **No Material Litigation**. Vendor represents that to the knowledge of Vendor no litigation is pending or threatened against or affecting vendor or any affiliate of vendor (i.e., entity in which vendor has a minority stake in the ownership of such entity) that will have a material adverse effect on vendor's ability to perform the Services.

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. **Conflicts.** Vendor represents and warrants that it has no known conflicts of interest that would prevent it from fulfilling its obligations under the final Agreement.

13. **Survival of Warranties**. Vendor's representations and warranties under the final Agreement will survive the termination or expiration of the final Agreement and will remain in full force and effect throughout the useful life of the deliverables.

C. Independent Contractors

1. The Parties agree that vendor is an independent contractor and not an associate, employee, agent, joint venturer, or partner of the State Bar. Nothing in the final 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 nor its employees or agents will perform any act or acts that might lead others to believe that they are representatives of the State Bar, except as to the performance of the Services. Vendor has no authority (and will not hold itself out as having authority) to bind the State Bar and Vendor will not make any agreements or representations on the State Bar's behalf without the State Bar's prior written consent.

2. The State Bar will not control or direct the manner or means by which vendor, or vendor's employees or subvendors, perform the Services.

3. The Parties agree that the Services performed are outside the usual course of the State Bar's business.

4. Vendor represents that it is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed hereunder.

5. **Furnish Labor and Equipment.** 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.

6. **Compliance with Applicable Rules.** Vendor will comply with all rules and procedures communicated to vendor in writing by the State Bar, including those related to safety, security, and confidentiality.

7. **State Bar Benefits and Tax Withholdings.** Vendor is not eligible to participate in any vacation benefits, group medical or life insurance, disability benefits, 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. The State Bar will not be responsible for making any insurance contributions, including for unemployment, disability, or workers' compensation insurance on vendor's behalf.

8. Vendor may, at vendor's own expense, retain or employ such assistants, employees, or personnel as vendor deems necessary to perform the Services and such individuals will be vendor's employees or subvendors. 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. Indemnity Obligations of Vendor

1. **Indemnification by Vendor**. Vendor will indemnify and defend and hold harmless the State Bar, including its Board of Trustees, members of State Bar committees and subentities, officers, directors, agents, attorneys, employees, volunteers, successors, and assigns, including their respective boards, officers, directors, agents, attorneys, employees and partners, (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 the final Agreement; (ii) any claim or action related to the Work Product, the Services, and the deliverables prepared by or for vendor in connection with the final Agreement and provided to the State Bar; (iii) any claim or action for personal or bodily injury, or death, or damage to personal or real property; (iv) any failure by vendor to comply with any statutory or regulatory obligation in the performance of its obligations under the final Agreement; (v) the actual or alleged infringement by vendor of any copyright, trademark, or other proprietary right of any person or entity;(vi) breach or potential breach of any confidentiality, data security, or privacy terms in the final Agreement; or (vii) any act or omission of vendor or its employees, agents, or subvendors related to the

performance of the final Agreement.

2. Indemnification Procedures.

a) If any third-party claim is commenced against any State Bar Indemnified Party entitled to indemnification under this Article, the State Bar shall promptly give written notice thereof to vendor, and vendor will immediately assume the defense of such claim with counsel 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. In the event of a third-party claim, 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 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 coordinate the defense of any third-party claim with the State Bar, including any investigation and trial, and any appeal therefrom. Vendor shall 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 an immediate defense of a claim that vendor is obligated to defend, or if the State Bar's interests in any indemnified claim are adverse to the Vendor's, 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.

b) Notwithstanding anything to the contrary in this Article, the State Bar may select its own legal counsel to represent its interests, and vendor will:

i. reimburse the State Bar for its costs and attorneys' fees immediately upon request as they are incurred; and

ii. remain responsible to the State Bar for any Losses indemnified under this section.

c) If any legal work reasonably necessary to the State Bar's defense as described herein is performed by the Office of General Counsel, the State Bar will determine the value of such work at a reasonable hourly rate for comparable outside counsel and it will 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 Office of General 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.

i. Survival. Vendor's obligations under this indemnity provision will survive the expiration and termination of the final Agreement.

ii. Enforcement of this Provision. 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,

E. Rights in Work Product

1. **Intellectual Property Rights Defined**. For purposes of the final 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 thereof, mask works, industrial rights, trademarks, service marks, trade names, logos, trademark registrations and applications, renewals and extensions thereof, 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 the final Agreement, including, without limitation, any and all deliverables, research, proposals, materials, reports, plans, other writings, and other work product (collectively referred to as "**Work Product**"), including all Intellectual Property Rights, are "works made for hire" for the benefit of the State Bar, and 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 the final 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 hereby assigns any and all such rights, including renewals and extensions of each such copyright(s) that may be secured under the laws now or hereafter. 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, authorship or any other rights that may be known as "moral rights," or limitation on a subsequent modification that vendor (or its employees, agents, or subvendors) 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 the final Agreement, vendor has created, acquired, or otherwise has rights in and may, in connection with the performance of the final Agreement, employ certain intellectual property,

including, without limitation, various concepts, ideas, methods, methodologies, procedures, processes, know- how, or techniques (collectively, "**Pre-Existing IP**"). The State Bar and vendor intend that vendor's interests in or title to such Pre-Existing IP will 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 worldwide, perpetual, nonexclusive, 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 the final 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. Vendor 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 the final 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 Deliverables. 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 Deliverables. 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 Deliverables.

F. Insurance Obligations of Vendor

1. Without in any way limiting vendor's liability pursuant to the "Indemnification" Section of

the final Agreement, during the Term of the final Agreement, vendor will maintain and keep in full force and effect at vendor's own cost and expense, the below insurance policies for the joint benefit of vendor and the State Bar.

a) **Commercial General Liability Insurance** coverage having a combined single limit of not less than One Million Dollars ($1,000,000) for bodily injury and property damage liability, Two Million Dollars ($2,000,000) annual aggregate, and One Million Dollars ($1,000,000) for products/completed operations. Such commercial general liability insurance will name the State Bar and 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.

b) **Workers' Compensation** coverage if vendor has one or more employees as defined by the State of California, coverage as required by applicable California state law and federal statutes covering liability for injuries to all persons employed by the insured in the conduct of its operations, together with employer's liability insurance in the amount of One Million Dollars ($1,000,000) for each accident and One Million Dollars ($1,000,000) policy limit for bodily injury by disease. Such workers' compensation insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A:X.

c) **Comprehensive Automobile Liability Insurance** coverage if vehicle or mobile equipment are used to perform the Services under the final Agreement, having a combined single limit of not less than One Million ($1,000,000) per occurrence and insuring against liability for claims arising out of the ownership, maintenance, or use of any owned, hired or nonowned vehicles. Such comprehensive automobile liability insurance will name the State Bar and 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.

d) **Professional Liability Insurance** coverage with the minimum limit of Two Million Dollars ($2,000,000). Such professional liability insurance coverage will be with an insurance carrier with an A.M. Best rating of not less than A-VII.

e) **Privacy Security Liability/Cyber Insurance** coverage for a minimum limit of Two Million Dollars ($2,000,000) 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.

f) **Umbrella Liability Insurance** coverage with a 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 will name the State Bar and 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.

2. Prior to commencing any work under the final Agreement, vendor will deliver evidence of the required insurance to the State Bar offices at:

The State Bar of California Attention:
Procurement Procurement@calbar.ca.gov
180 Howard Street
San Francisco, CA 94105

Please include certificates of insurance, together with original endorsements, evidencing compliance with the requirements in this Article. Each certificate will provide that the issuing company (the insurer) will mail written notice to the State Bar 30 calendar days prior to any cancellation of the policies or reduction in coverage or amount. In addition, vendor will also 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. Failure to maintain insurance will constitute a material breach of the final Agreement. If vendor fails to secure and maintain the required insurance policies as set forth in this Section, the State Bar may, but is not required to, purchase the required insurance coverage and vendor will reimburse the State Bar for all the associated costs. 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 vendor assigns, subcontracts, or delegates any portion of the duties, vendor will ensure that each such assignee, subvendor, or delegee purchases and maintains insurance coverage required by the final Agreement.

3. 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 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.

4. 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.

G. Termination

1. The State Bar may terminate the final Agreement, in its sole discretion, with or without cause and for any reason upon 30 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 final 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 final Agreement.

2. The State Bar reserves the right to terminate the final Agreement for cause due to a material breach by the Vendor. Where cure is reasonably possible, the State Bar shall provide written notice of the material breach and provide a reasonable opportunity to cure. Where cure is not reasonably possible, the State Bar may terminate the final Agreement for cause with immediate effect.

3. The final Agreement will terminate automatically in the event of the bankruptcy or insolvency of either Party.

4. If the Term of the final Agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of the final Agreement is subject to an 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 the final Agreement may be terminated or amended as appropriate in response to such occurrence. If the final Agreement is terminated, vendor agrees to relieve the State Bar of any further obligations, except for the State Bar's obligation to pay for the Services already performed or reimbursable expenses already incurred up to the date of termination pursuant to the final Agreement.

5. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached the final Agreement, for any failure or delay in fulfilling or performing any terms of the final Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, other specific potential disasters or catastrophes, such as epidemics, pandemics, or quarantines, or explosions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of the final Agreement; (f) action by any governmental authority; (g) national, regional, or local emergency; (h) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (i) shortage of adequate power or transportation facilities. The Impacted Party will give notice within seven (7) days of the Force Majeure Event to the other Party, stating the period of time the Force Majeure Event is expected to continue, and describing the impact on performance of the Services and other

obligations under the final Agreement. Notwithstanding the preceding sentence, if either Party's performance is affected by any Force Majeure Event, either Party may terminate the final Agreement by written notice to the other Party, without any penalty, liability, or any other costs or damages, whatsoever.

6. Upon expiration, cancellation, or termination of the final Agreement, or at any other time upon the State Bar's written request, vendor will, within seven calendar days after such expiration, cancellation, termination, or written request:
   a) deliver to the State Bar 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 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. **Confidentiality Obligations**. Vendor agrees to maintain in strictest confidence any nonpublic, proprietary, or confidential information, records, data, and/or any and all other material disclosed or provided by the State Bar to vendor or its employees, consultants, vendors, subvendors, and agents (collectively, "**Vendor's Representatives**"), either orally, in writing, electronically 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 by way of example and without limitation any information or material pertaining to the State Bar's operations, processes, plans, policies, procedures, Board of Trustees, leadership, management, employees, personnel, vendors, volunteers, legal and regulatory affairs, attorney-client privileged information, attorney work product, applicant admissions and moral character records, licensee disciplinary records that are confidential under Business and Professions Code section 6086.1(b), Bagley-Keene closed session materials, 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 will also include the existence and terms of the final 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. **Safeguarding Confidential Information.** Vendor shall 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 the Services pursuant to the final Agreement. Vendor will require each of Vendor's Representatives to execute a written agreement containing obligations of confidentiality substantially similar to those in the final Agreement. 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 will notify the State Bar immediately of any unauthorized use, access, or disclosure of Confidential Information and take all commercially reasonable steps to prevent further use, access, or disclosure.

3. **Unauthorized Disclosure.** Vendor shall 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 a subpoena or court order any information or materials relating to the final 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 will 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 an applicable government authority, provides 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 another 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 will work with the State Bar to disclose the requested Confidential Information only to the extent required by such law, regulation, or order.

4. **Injunctive Relief**. 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 a 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 will 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 of 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 final Agreement.

5. **No Publicity**. Vendor shall not issue any public announcements or statements related to the final Agreement or the Services performed for the State Bar, or engage in any publicity or advertising related to the same without obtaining the prior written consent of the State Bar.

6. **Data Security.** Vendor shall notify the State Bar in writing, as provided by the terms of the final Agreement and to irt@calbar.ca.gov, as soon as reasonably feasible, and in any event within twenty-four hours, of vendor's discovery or reasonable belief of any security incident including, but not limited to, any actual or reasonably suspected: (i) unauthorized use of, or unauthorized access to, information systems or any attempted unauthorized use of, or unauthorized access to information systems (excluding pings), (ii) damage to, or inability to access, Confidential Information or information systems due to a malicious use, attack or exploit of such Confidential Information or information systems or any attempt to do so, (iii) unauthorized acquisition, alteration, disclosure, theft, or loss of or access to Confidential Information or any attempt to do so, (iv) unauthorized use of Confidential Information for purposes of actual, reasonably suspected, or attempted theft, fraud, identity theft or other misuse, (v) transmission of malicious code to the State Bar's information systems arising from, in whole or part, an act, error, or omission of vendor or vendor's Representatives, (vi) poisoning attacks or content-based attacks that materially impact the safety, reliability, and accuracy of Contractor's Services, and or (vii) any other cybersecurity event or personal information breach as defined by any applicable data protection laws ("Security Incident"). Vendor shall begin remediation immediately. Vendor shall provide frequent updates regarding findings and actions performed by vendor until the Security Incident has been effectively resolved to the State Bar's satisfaction. Vendor shall conduct an investigation of the Security Incident and shall share the report of the investigation with the State Bar. At the State Bar's sole discretion, the State Bar and its authorized agents shall have the right to lead or participate in the investigation. If the State Bar is subject to liability for any Security Incident, then vendor shall indemnify, defend, and hold harmless the State Bar from such claims.

I. Compliance with Laws

Vendor, and its personnel, employees, and subvendors will 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 nondiscrimination and compliance provisions of this Section in all subcontracts that will perform work under the final Agreement.

J. Staffing

1. **No Assignment, Subcontracting, Delegation or Transfer**. Vendor will not assign, subcontract, delegate, or otherwise transfer any of the rights, duties, or obligations set forth in the final Agreement to any third-party without the prior written consent of the State Bar.

2. **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) 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.

3. **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.

4. **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. **Jurisdiction**. The final Agreement is deemed to have been made and entered into by the parties at San Francisco, California and will be construed according to the laws of the State of California. Any litigation arising out of or in connection with the final Agreement will be filed in the appropriate court in San Francisco, California. Nothing in this or the final Agreement shall be construed to waive the State Bar's sovereign immunity.

2. **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, or financial or program accountability or integrity. Vendor will retain all records associated with the Services performed for a period of four years from the expiration, cancellation, or termination of the final Agreement. 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 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.