REQUEST FOR PROPOSAL
Regulation Division Annual Renewal Process, Operational, Technical, and Behavioral Assessment

This document is a Request for Proposal (**RFP**) for an assessment of the Regulation Division's Annual Renewal Process, including operational, technical, and behavioral elements, and customer-experience reviews, with recommendations for targeted improvements, including, but not limited to, the structure of noncompliance penalties, that would increase timely compliance and strengthen the overall renewal experience **(Services)**.

The State Bar anticipates awarding a Consulting Agreement for an initial term of up to one year (**Initial 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 December 28 2026, for the Initial Term to commence in February 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 **November 30, 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	November 2, 2026
Questions Deadline	November 9, 2026 by 3 p.m. PST
Answers to Questions Posted by	November 16, 2026
Proposals Due	November 30, 2026 by 3 p.m. PST
Interviews (upon request) by the week of	December 14, 2026
Anticipated Notice of Intent to Award	December 28, 2026
Anticipated Board of Trustees Approval	January 18, 2027
Anticipated Contract Start Date	February 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.

On behalf of the California Supreme Court, the Division of Regulation (DOR) maintains the official roll of attorneys, manages the registration of law corporations (LC) and limited law partnerships (LLP), is responsible for ensuring the compliance of all licensed attorneys (licensees) with various administrative requirements, and is charged with implementing the State Bar's Client Trust Account Protection Program (CTAPP). DOR also houses the Office of Professional Competence (OPC), which administers the State Bar's attorney professional responsibility and attorney support programs and resources, including the Ethics Hotline; professional responsibility, outreach, and education; and the support function aspect of the Lawyer Assistance Program (LAP). OPC also administers other State Bar regulatory functions, including certification of Minimum Continuing Legal Education (MCLE) providers and Lawyer Referral Services (LRSs).

Established in 2023, the Office of Public Trust Liaison (OPTL) educates members of the public about how the State Bar can help them within the areas of our public protection mission and improves access, responsiveness, and trust in State Bar services. OPTL comprises two departments: Public Trust Liaison Special Programs (Special Programs) and the Public Trust Liaison Contact Center (Contact Center).

- The Special Programs department addresses emailed and written inquiries to the office, as well as walk-in requests to the State Bar's offices in San Francisco and Los Angeles. These are primarily questions and concerns brought by members of the public that remain unresolved through other State Bar offices. Special Programs also investigates to ensure proper procedures were followed in the State Bar's admission and discipline functions. In 2025, Special Programs resolved 1,794 inquiries.

- The Contact Center serves as an important pathway for the public, licensees, and applicants to obtain information and address concerns regarding the State Bar, primarily by phone. In 2025, the Contact Center was the first point of contact for 77,235 callers and provided real-time assistance, issue identification, information sharing, and referral support to individuals to navigate processes related to the attorney renewal cycle, admissions, attorney discipline, stakeholder concerns, or general State Bar operations.

The Attorney Annual Renewal process is a core regulatory function through which all licensees complete required administrative, financial, and compliance obligations each year. The LC and LLP annual renewal is a similar annual process for entities. Multiple State Bar offices support elements of these processes, including DOR, Information Technology (IT), and OPTL, which collectively contribute to the end-to-end experience for licensees.

II. PROJECT DESCRIPTION & STATEMENT OF WORK

The State Bar seeks a comprehensive assessment of the Attorney Annual Renewal Processes, focusing on the operational workflows, including licensee engagement, digital systems, and customer-experience touchpoints of the licensee annual renewals. The vendor will evaluate end-to-end processes, interdepartmental coordination, and the overall experience of licensees navigating the renewal requirements. As part of this work, the vendor will design and lead licensee and firm administrator engagement activities—such as surveys, interviews, or focus groups—to capture user perspectives, with the State Bar coordinating participant access.

The selected vendor will identify practical, actionable improvements—within current resource and system constraints—to reduce late renewals, streamline completion of renewal requirements, enhance self-service opportunities, and improve the end-to-end customer experience. The vendor will also apply behavioral economics and systems-analysis to: (1) identify the behavioral and structural drivers of late and incomplete renewal; (2) evaluate the effectiveness of the State Bar's licensee engagement efforts; and (3) assess whether the amount and structure of current noncompliance penalties effectively encourage timely compliance and recommend evidence-based incentives to increase timely compliance, where appropriate.

A. BACKGROUND

The Attorney Annual Renewal Process requires all licensees to complete a set of administrative, financial, and compliance obligations each year. Depending on the requirement, between approximately 74,000 and 250,000 licensees complete these requirements annually, with approximately 50,000 completing one or more components after the deadline, resulting in noncompliance penalties and additional administrative follow-up, and in some instances license suspension. The renewal period occurs on a consistent annual cycle, beginning in the early part of each year and concluding in the late first quarter. Required tasks—including license fee payment, CTAPP reporting, MCLE compliance reporting (when applicable), attorney record verification, civility oath confirmation, and pro bono/reduced-fee service reporting—are completed in My State Bar Profile (MSBP), the primary system used for renewal activities. Each of these required tasks can be performed directly by the licensee, but certain tasks can also be performed on behalf of the licensee by a law firm administrator (administrator). Licensees and administrators seeking assistance often use the Licensee Records and Compliance Inquiry Form, administered by DOR in HubSpot, to request help with compliance,

system issues, or renewal-related questions. Many licensees also contact the State Bar directly by calling the main phone number, which routes a significant volume of renewal process-related inquiries to the OPTL Contact Center and results in long hold times for callers or missed connections when the caller selects the callback option. Additional resources supporting the annual renewal process include email outreach, social media campaigns, public-facing instructions, website content, internal SharePoint repositories, and various reporting tools. While the State Bar has made significant progress in improving public guidance, strengthening MSBP functionality, refining inquiry workflows, and enhancing coordination across offices, further improvements are needed to address persistent usability issues, process complexity, and high inquiry volumes.

Given the concentrated timeframe of renewal, the complexity of requirements such as CTAPP, and the reliance on both digital channels and Contact Center support, the State Bar seeks an assessment that captures the licensee experience end-to-end. This includes understanding pain points directly through vendor-led engagement activities and evaluating internal operational workflows, communication channels, and system interactions that influence the overall renewal experience.

PUBLIC RESOURCES & REFERENCE MATERIALS

Annual Renewal Overview
MSBP Information
My State Bar Profile & Attorney Annual Renewal Guide

Organizational Context
The Annual Renewal Process is supported by multiple State Bar offices with interconnected responsibilities. DOR oversees renewal requirements, manages inquiry workflows, and maintains related guidance; the OPTL Contact Center provides frontline support for renewal-related phone inquiries; and the IT division maintains the MSBP and associated systems. Effective coordination across these offices is essential to ensuring consistent and accurate support for licensees.

In addition to the OPTL Contact Center, the State Bar communicates with licensees through multiple channels, including all-licensee email announcements, website updates and how-to guides, and social media posts. The PTL Inquiry form—administered through HubSpot but overseen by OPTL rather than DOR—provides another pathway for resolving questions that remain unanswered through other channels in addition to the Licensee Records and Compliance Inquiry Form. Licensees also contact the State Bar through direct emails to functional mailboxes, such as the Executive Director's mailbox, as well as other inbound sources.

The State Bar operates under significant, long-standing resource constraints that shape how services are delivered and improved. In 2025, the organization implemented a voluntary Reduction-in-Force (RIF) and maintains a statutorily-driven employee vacancy rate. As a result, staffing increases—particularly for Public Trust Representatives (PTRs) staffing the Contact Center—are not feasible. Recommendations developed through this assessment must

therefore focus on process improvements, technology enhancements, interdepartmental coordination, behaviorally informed communication and incentive design, and self-service expansion rather than increases in staffing capacity.

Existing Technology Landscape

The Annual Renewal Process relies on several technology systems used by both licensees and staff. MSBP serves as the primary platform for completing renewal tasks and accessing compliance information. DOR manages inquiry intake and workflow management through HubSpot, while additional tools such as internal SharePoint sites, legacy databases, reporting systems, and public website content support renewal processing and communication. Although this multi-system environment enables necessary functions, it also creates fragmentation that can affect the user experience and internal efficiency.

The OPTL Contact Center uses Engage for Amazon Connect, a cloud-based call-center platform, to manage phone-based inquiries and support high-volume, time-sensitive interactions during the renewal period. Engage for Amazon Connect operates independently from MSBP and HubSpot, requiring manual coordination across systems to resolve complex or multi-step issues.

While the State Bar is open to low-cost, tactical technology enhancements that improve usability, automate simple functions, streamline internal coordination, or strengthen self-service capabilities, a full customer-relationship-management (CRM) system replacement or major system rebuild is not feasible within existing financial and operational constraints. Recommendations resulting from this assessment must therefore focus on incremental, practical improvements to existing tools, integrations, workflows, and user experience rather than wholesale redesign of core systems.

B. PROJECT OBJECTIVES

The primary objectives of this project are to:

1. **Assess the end-to-end licensee experience** with the Attorney Annual Renewal Process, including communication strategy, system usability, clarity of requirements, and barriers encountered, informed by direct licensee engagement through surveys, interviews, or other user-research methods.
2. **Evaluate current operational workflows** across DOR, OPTL, and IT to identify opportunities to streamline processes, improve coordination, and reduce renewal-related inquiries.
3. **Analyze the effectiveness and limitations of existing technology systems** supporting Annual Renewal—including MSBP, HubSpot, Engage for Amazon Connect, and related tools—and identify practical, low-cost enhancements that improve usability and self-service capabilities without requiring major system replacement.
4. **Develop actionable recommendations** that reduce late renewals, simplify completion of renewal requirements, decrease HubSpot inquiry submissions (especially duplicative inquiries), decrease OPTL call volume, and improve overall licensee experience while operating within the State Bar's current resource and staffing constraints.
5. **Apply behavioral economics and systems analysis** to identify the behavioral, structural,

and process drivers of late and incomplete renewal, and to design incentives and interventions (e.g., reminders, defaults, simplification, and the framing of deadlines and consequences) that increase timely compliance.

6. **Evaluate the amount and structure of noncompliance penalties** to determine whether they effectively encourage timely compliance, and recommend evidence-based alternatives, including restructured or graduated fees and non-monetary incentives, where appropriate.

C. STATEMENT OF WORK

The vendor will provide the following deliverables, each supported by the activities required to complete them. The Statement of Work defines the scope, expectations, and structure of the assessment

SCOPE AREA 1: PROJECT MANAGEMENT

Scope Area 1: Activities

- Develop Project Plan
    - Develop a comprehensive project plan outlining approach, milestones, dependencies, and communication protocols.
    - Produce a detailed project timeline covering all phases of work.
    - Conduct weekly check-ins with the State Bar project team.
    - Provide weekly written status reports summarizing progress, risks, decisions needed, and upcoming tasks.
- Create Licensee Research and Engagement Plan
    - Plan and track the timeline for developing research tools, obtaining State Bar approvals, securing participants, and scheduling interviews, focus groups, or surveys.

Scope Area 1: Deliverables

- Project Plan and Timeline
- Weekly Status Reports
- Research Coordination & Approval Schedule
    - A structured plan governing the development, review, approval, and implementation of license engagement activities.

SCOPE AREA 2: CURRENT STATE OPERATIONAL ASSESSMENT

Scope Area 2: Activities

- Review existing workflows across DOR, OPTL, and IT related to the Annual Renewal Process.
- Conduct interviews, surveys, or working sessions with staff to understand operational roles, system interactions, and pain points.
- Map the end-to-end current state renewal process, including system touchpoints in MSBP, HubSpot, Engage for Amazon Connect, and supporting tools.
- Analyze inquiry volumes, call drivers, and patterns in renewal related contact.
- Identify gaps, redundancies, bottlenecks, and resource constraints.

Scope Area 2: Deliverables

- Current State Operational Assessment
    - Deliverable content should include:
        - Current State Process Maps
            - Workflow maps of the Annual Renewal Process, illustrating coordination across DOR, OPTL, IT, HubSpot, MSBP, and Engage for Amazon Connect.
            - Maps include system handoffs, dependencies, decision points, and pain point annotations.
        - Operational Assessment Report
            - A written assessment synthesizing findings from staff interviews, survey input, working sessions, and system reviews.
            - Provides an evaluation of operational roles, queue workflows, inquiry management, Contact Center processes, and cross-departmental coordination.
            - Includes detailed analysis of resource constraints created by the RIF and operational vacancy rates, call volume drivers, and repeat contact patterns.
        - Renewal Inquiry & Contact Analysis
            - Quantitative and qualitative analysis of licensee inquiries across HubSpot, Amazon Connect, MSBP interactions, and email channels where applicable.
            - Includes segmentation of inquiry types, volume trends, peak periods, and root causes of renewal related contacts.
        - System Interaction Summary (MSBP, HubSpot, Engage for Amazon Connect)
            - A technical function summary describing how these systems are used today, limitations identified by staff, manual workarounds, and system-specific pain points.
        - Gap, Redundancy & Bottleneck Matrix
            - A structured matrix outlining operational and technical gaps, duplicative processes, workflow breakdowns, access issues, and friction causing system interactions.
            - Includes categorization by severity, impact, and frequency.
        - Preliminary Opportunities & Risks Summary
            - Early-stage identification of improvement opportunities (quick wins, medium-term opportunities, and constraints).
            - Summary of key risks affecting renewal efficiency, call center load, and user experience.

SCOPE AREA 3: LICENSEE EXPERIENCE SUMMARY

Scope Area 3: Activities

- Develop and execute licensee engagement activities (e.g., focus groups, surveys, and/or interviews) in coordination with the State Bar.

- Document licensee perspectives regarding usability of MSBP, clarity of requirements, renewal pain points, and self-service needs.
- Summarize the licensee journey through the renewal process, highlighting friction points and unmet needs.
- Evaluate the effectiveness of the State Bar's current licensee engagement (e.g., all-licensee emails, renewal notices and reminders, website content and how-to guides, and social media), including timing, frequency, framing, messenger, and channel.
- Engage key stakeholders (e.g., licensees, firm administrators, local and specialty bar associations, and other organizations that interact with licensees) to understand their perspectives on timely renewal compliance.

Scope Area 3: Deliverables

- Project Licensee Experience Summary
    - Deliverable content should include:
        - Licensee Participation & Feedback Dataset
            - Consolidated dataset of all licensee input across surveys, interviews, and focus groups
            - Includes anonymized quotes, thematic categorization, and quantitative response summaries
            - Breakdown of participation levels across engagement methods and demographic/practice segments where available
        - Usability & Experience Findings Summary
            - A structured narrative assessing licensee experience with:
                - MSBP usability and navigation
                - Clarity of renewal requirements and instructions
                - Barriers encountered in fee payment, MCLE reporting, CTAPP reporting, record verification, and other renewal tasks
                - Common confusion points driving inquiries to DOR, PTL, or HubSpot intake
        - Licensee Journey Map (End-to-End Renewal Experience)
            - Comprehensive journey map illustrating how licensee move through the renewal process
            - Touchpoints, actions, system interactions, and communication triggers
            - Emotional states, friction points, and support-seeking behaviors (e.g., using HubSpot form or calling the OPTL Contact Center)
        - Pain Points & Unmet Needs Analysis
            - Detailed accounting of recurring issues raised by licensees
            - Categorized by severity, frequency, and impact on renewal completion
            - Identification of issues disproportionately affecting certain groups (e.g., CTAPP reporters, new licensees, licensees in MCLE reporting year)
        - Licensee Engagement & Stakeholder Outreach Assessment
            - Assessment of current engagement and outreach channels, content,

timing, and frequency, and their effect on licensee awareness and timely completion of renewal requirements
- Summary of stakeholder input on barriers to compliance and opportunities to reinforce renewal messages
- Identification of engagement and outreach gaps to be addressed in the Future State Recommendations

- Licensee Experience Summary Report
  - A comprehensive written report synthesizing all engagement findings
  - Consolidates insights from research activities, journey mapping, usability feedback, and pain-point analysis
  - Serves as a primary input to the Future State Recommendations deliverables

SCOPE AREA 4: BEHAVIORAL, INCENTIVE, AND NONCOMPLIANCE PENALTY ANALYSIS

Scope Area 4: Activities

- Apply behavioral economics and systems-analysis methods to identify the behavioral, structural, and process drivers of late and incomplete renewal (e.g., present bias and procrastination, limited attention, complexity and friction, and the salience of deadlines and consequences).
- Map requirements, deadlines, notices, penalties, and enforcement consequences such as suspension—to identify misaligned incentives.
- Evaluate the amount, structure, and timing of current noncompliance penalties, including whether they effectively encourage timely compliance.
- Identify and evaluate alternative incentive designs and behaviorally informed interventions to increase timely compliance.
- Develop a plan for testing priority interventions (e.g., randomized or A/B testing of communications) and measuring their effect on compliance.

Scope Area 4: Deliverables

- Behavioral, Incentive, and Noncompliance Penalty Analysis Report
  - Deliverable content should include:
    - Behavioral & Systems Diagnostic
      - Identification of behavioral barriers to timely compliance, by renewal requirement and licensee segment
    - Noncompliance Penalty Assessment
      - Analysis of the amount, structure, and timing of current noncompliance penalties and their relationship to compliance behavior
      - Options for revised fee levels or structures, with projected effects on compliance, licensees, administrative workload, and revenue
    - Incentive & Intervention Design Recommendations
      - Evidence-based monetary and non-monetary incentives and behaviorally informed interventions designed to increase timely compliance

- Testing and evaluation plan, including proposed metrics for measuring the effect of recommended interventions

SCOPE AREA 5: FUTURE STATE RECOMMENDATIONS

Scope Area 5: Activities

- Provide actionable recommendations that reduce late renewals, increase timely compliance, simplify compliance tasks, and decrease State Bar contact overall.
- Identify improvements in workflow, system usability, user communications, and cross office coordination.
- Propose low cost or incremental technology enhancements aligned with current constraints.
- Identify opportunities to improve self service functions and reduce reliance on OPTL and DOR support.
- Prioritize recommendations based on feasibility, impact, and resource requirements.
- Integrate the behavioral, incentive, and noncompliance penalty findings from Scope Area 4, including any recommended changes to the amount or structure of noncompliance penalties, into the future state recommendations.

Scope Area 5: Deliverables

- Future State Recommendation Report
    - Deliverable content should include:
        - <u>Future State Process Maps</u>
            - Detailed maps outlining the improved end-to-end Attorney Annual Renewal Process across DOR, OPTL, IT, and supporting systems.
            - Includes proposed workflow changes, system interaction updates, automation opportunities, and handoff improvements.
            - Visual diagrams reflect feasibility constraints, existing architecture, and the State Bar's resource limitations.
        - <u>Recommendation Framework & Prioritization Matrix</u>
            - Structured framework categorizing recommendations by feasibility, impact, cost, dependency level, and implementation effort.
            - Includes identification of low-cost "quick wins," medium-term enhancements, and longer-term improvements achievable within constraints.
            - Provides rationale for sequencing and prioritization.
        - <u>Operational Improvement Recommendations</u>
            - Clear, actionable proposals to streamline renewal workflows, strengthen cross-office coordination, reduce inquiry volume, and improve internal efficiency.
            - Includes recommended changes to roles, routing of inquiries, escalation thresholds, documentation touchpoints, and internal communication practices.
        - <u>Technology Enhancement Recommendations</u>

- Practical and incremental system improvements for MSBP, HubSpot, Engage for Amazon Connect, and other supporting tools—within existing constraints.
- Identifies opportunities for:
  - usability enhancements
  - improved error handling
  - data-flow improvements
  - simplified interfaces or messaging
  - light-lift automation
- Explicitly excludes major system replacements, consistent with RFP constraints.

▪ Communications & Self-Service Enhancement Recommendations
- Improvements to public guidance, website content, renewal notices, MSBP text, and email communications to reduce confusion and improve self-service.
- Recommendations informed directly by licensee feedback and friction points identified in the Licensee Experience Summary.

▪ Integrated Future State Recommendations Report
- A comprehensive written report synthesizing operational findings, licensee experience insights, results of the behavioral, incentive, and noncompliance penalty analysis, system limitations, and technical assessment results.
- Presents a cohesive, actionable future state vision that is realistic, sequenced, and aligned with State Bar constraints and objectives.
  - Serves as the foundation for future implementation planning, budget requests, and internal prioritization.

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 sub vendors for any portion of the Services, the executive summary must also include identification of proposed sub vendors, their proposed roles in the project, and a brief overview of their qualifications and relevant experience with similar projects.

2. Qualifications, background, experience, and resumes of the project director and other staff proposed to work on the project including key personnel from any proposed sub vendors if applicable. The proposed team must include a project director or key personnel who is a behavioral economist or has comparable expertise (e.g., in behavioral science, decision science, or systems analysis and design), with demonstrated experience analyzing systems, solving system-level problems, and designing incentives that increase compliance. Proposals must describe that experience in detail.

3. A detailed overview of your company's Diversity, Equity, and Inclusion (DEI) policy, if applicable, outlining the company's commitment to DEI principles and actions taken to uphold them.

4. A detailed description of the services, techniques, approaches, and methods to be used in completing the project scope described in Section II. This description must clearly explain how the bidder's proposed approach will fulfill each Scope Area in Section II, including the activities required to produce the specified deliverables and meet the State Bar's operational, technical, behavioral, and customer-experience objectives.

5. A detailed description of the timeline and anticipated amount of time for each task

and deliverable. The proposed timeline must directly align with the phases and deliverables outlined in Section II, demonstrating how the bidder will sequence, resource, and manage work across all Scope Areas to ensure timely and successful completion of the project.

6. A detailed cost proposal (Attachment B) to deliver the Services, including any travel costs and other expenses. If necessary, bidders' travel expenses will be reimbursed in accordance with the State Bar's 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.

7. A description of at least three (3) projects completed by the bidder within the past three (3) years for whom the bidder has performed services similar to those being requested in this RFP. Where possible, at least one project should demonstrate the application of behavioral economics or systems analysis to design incentives or interventions that increased compliance, including the measured results. Include the name of a contact person, title, physical and email addresses, and telephone numbers. The State Bar may, but is not obligated to, contact these references, or ask the bidder to provide additional references.

8. A description of the history of work previously performed for other State of California agencies or State Judicial Branch Entities.

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. 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.

14. 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.

15. 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.

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 a two-stage 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

The evaluation will proceed in two distinct stages:

- Stage 1 - Initial Evaluation: Written proposals will be evaluated to determine which vendors advance as finalists
- Stage 2 - Final Evaluation: Finalists will participate in demonstrations and interviews
- 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

Stage 1: Initial Evaluation

All responsive proposals will be evaluated based on written submissions to determine which vendors will advance to Stage 2 demonstrations and interviews.

Scoring Methodology:

Written proposals will be evaluated based on the bidder's demonstrated ability to meet the Scope of Work, the clarity and feasibility of the proposed approach, the qualifications and experience of the proposed team, including demonstrated expertise in behavioral economics or a comparable discipline, and experience analyzing systems and designing incentives that increase compliance, and the completeness and responsiveness of the submission.

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 interviews and/or submission of any additional information as requested by the State Bar.

	Evaluation Categories	**Section in RFP**	**Stage**	**Weighted Score**
Category A	Evaluation of Written Proposal	Submission Requirements & Scope of Work	1	30
MAX Score				30

Selection of Stage 2 Finalists:
Based on Stage 1 scores, the State Bar will select bidders to advance to Stage 2. Selection criteria include:

- Following the initial review and screening of the written Proposals, using the selection criteria described above, 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 request clarifications or additional information from vendors near the qualifying threshold

Selected finalists will receive written notification with Stage 2 requirements and scheduling.

Stage 2: Demonstrations and Final Evaluation

Stage 2 will include:

- Oral interviews with the proposed project team
- Review of any additional information requested by the State Bar
- All materials submitted in Stage 1 remain available for evaluation team review and may inform Stage 2 assessments

	Evaluation Categories	Section in RFP	Stage	Weighted Score
Category C	Vendor Interview and Presentation	N/A	2	35
Category D	Reference Checks	N/A	2	5
Category E	Pricing	N/A	2	30
MAX Score				70

Final Selection:

- The Highest Scored Bidder will be determined based on the total score between Stage 1 and Stage 2
- The evaluation team will select a winning proposal subject to approval by the Board of Trustees

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 **December 28, 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 **November 9, 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 who is qualified to protest should contact Grisel Zendejas. If the State Bar is unable to resolve the protest to the bidder's satisfaction, the bidder should file a written protest within five business days of the Notice of Intent to Award contract. Upon receipt of a written protest from a bidder, the State Bar will provide to the protester via email all nonconfidential portions of the proposals received and all scoring sheets. A bidder protesting the award will have five business days after the State Bar has emailed those documents to submit a written detailed statement of the grounds for protest.

The written protest and written detailed statement of the grounds for protest must be sent by either email to procurement@calbar.ca.gov or by certified or registered mail or delivered personally to:

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

A receipt should be requested for hand-delivered mail.

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

I. **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.

II. 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.

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

IV. **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.

V. **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.

VI. **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.

VII. 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.

VIII. **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.

IX. **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.

X. **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.

XI. **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.

XII. **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.

XIII. **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.

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

e. **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.

   (i) **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.

   (ii) **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.

   (iii) **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.

(iv) **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.

(v) **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.

(vi) **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.