

The State Bar of California

REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for Human Resources/Payroll Consulting Services.

The State Bar is seeking proposals for a consultant who will assist Human Resources staff in the application, preparation, testing and completion of the JDEdwards Enterprise One upgrade from version 8.93 to 8.12. Contract term is anticipated to begin on or about August 8, 2008 through December 31, 2009.

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

Please submit 4 copies of your proposal no later than 5 p.m. on July 18, 2008 to:

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

Attn: Iola Lee
Human Resources
415-538-2506
iola.lee@calbar.ca.gov

I. INTRODUCTION

The State Bar of California (“the State Bar”), created in 1927 by the Legislature and adopted into the California Constitution in 1960, is a public corporation within the judicial branch of state government. The State Bar is a unified, or integrated bar, and membership is mandatory for all attorneys who are licensed to practice law in the state. In addition to its mandated licensing and disciplinary and certification functions, the State Bar offers a number of other programs designed to assist, educate and protect its members and the public. The State Bar has offices located in Los Angeles, Sacramento and San Francisco. The State Bar has approximately 630 budgeted employee positions. More information about the State Bar can be found at http://calbar.ca.gov/state/calbar/calbar_home_generic.jsp?cid=10102

II. STATEMENT OF WORK

A. Project Phase One

Phase one of the upgrade process will be to develop scripts and conduct both unit and integrity testing to determine that all processes are functioning correctly in the new environment. Consultant will assist the State Bar's Human Resources ("HR") staff in the application, preparation, testing and completion of the JDEdwards Enterprise One ("E1") upgrade to 8.12.

B. Project Phase Two

After core-functionality has been verified, and the State Bar is live on version 8.12, consultant will assist HR staff in the planning and preparation of phase 2 of the project which will include implementing new processes and functionality newly available in the 8.12 E1 environment.

C. Year-End Processing

Consultant will assist HR and Payroll staff in the preparation of year-end processes on such as Employee Self Service and W-2 processing.

III. GENERAL INFORMATION

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

A. Submission Requirements

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

1. A brief description of the bidders' work history and previous experience with JDEdwards software.
2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. A description of similar projects completed by the bidder within the past three (3) years.

4. References with contact information from organizations that have used bidder's services for similar projects/installations within the last 12-18 months.
5. A general description of the techniques, approaches and methods to be used in completing the project.
6. A detailed cost proposal, including hourly rates, any travel costs and other expenses. Contractors' travel expenses will be reimbursed in accordance with the State Bar's Travel and Business-Related Expense policy (Attachment A). 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 written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

Proposals which fail to address each of the submission requirements above may be deemed non-responsive and will not be further considered.

B. Rejection of Proposals

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

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

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

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

C. Evaluation Process and Highest Score Bidder

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

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

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

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

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

1. The following criteria will be used in reviewing and comparing the proposals and in determining the HSB. The weight to be assigned to each criterion appears following each item.
 - a. Responsiveness of the proposal to the submission requirements set forth in the RFP (10%).
 - b. Agreement with the State Bar's contracting requirements (10%).
 - c. The technical ability, capacity, and flexibility of the bidder to perform the contract in a timely manner and on budget, as verified by, e.g., the quality of any demonstration, client references, demonstrated success in projects with similar requirements and any other contracts with the State Bar (40%).

- d. The total cost of the proposal solution. If the proposal contains itemized rates, per piece pricing, or commission-based pricing, the State Bar reserves the right to calculate total contracted cost by calculating rates using either previous known usage activity or future projected volume. Costs will be evaluated only if a proposal is determined to be otherwise qualified. Costs should be itemized by type to allow the State Bar to implement the solution over the term of the contract (40%).
2. If a large number of proposals are received, the State Bar reserves the right to review the proposals using a tiered evaluation system. All qualified proposals will be evaluated based on the Submission Requirements and Cost, with the top candidates advancing as finalists and receiving a full evaluation as outlined above.

D. Award and Execution of Contract

Subject to the State Bar's right to reject any or all proposals, the HSB will be awarded the contract. Notice will be posted at the State Bar's offices at 180 Howard Street, San Francisco, CA and written notice sent to bidders on or about July 25, 2008 of the Bar's intention to award the contract to the HSB. It is anticipated that final selection of the HSB will be made by August 1, 2008. The evaluation team will select a winning proposal subject to approvals granted by the Board of Governors. Upon selection, the State Bar and the selected Vendor will enter into good faith negotiations on a contract containing, without limitation, the Statement of Work and Contracting Requirements sections below.

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

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

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

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

E. Errors in the RFP

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

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

F. Questions Regarding the RFP

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

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

A bidder who believes that one or more of the RFP's requirements is onerous or unfair, or unnecessarily precludes less costly or alternative solutions, may submit a written request that the RFP be changed. The request must set forth the recommended change and reason for proposing the change. The State Bar must receive any such request no later than 10 days before the deadline for submitting proposals.

G. Addenda

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

H. Withdrawal and Resubmission/Modification of Proposals

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

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

I. Protest Procedure

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

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

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

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

Attention: Peggy Van Horn, Chief Financial Officer

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

J. News Releases

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

K. Disposition of Materials

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

IV. CONTRACTING REQUIREMENTS

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

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

A. Time of Essence

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

B. Warranties and Representations

Vendor warrants and represents that it possesses such expertise, experience and resources to perform the scope of services required in a diligent, timely and professional manner consistent with the standards of the industry. Vendor represents and warrants that none of its work performed under this Agreement will infringe on the rights of third parties. Vendor will supply at all times an adequate number of well-qualified personnel to perform the work. Vendor will provide a contact person available and authorized to remedy any non-conformity with this warranty. If any of Vendor's work is found to be infringing, Vendor will correct the work to be non-infringing at no charge to the State Bar.

C. Equipment, Tools, Supplies

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

D. Indemnity Obligations of Vendor

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

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

E. Insurance Obligations of Vendor

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

1. Commercial general liability insurance with a general aggregate limit (other than products/completed operations) of at least Two Million Dollars (\$2,000,000.00); at least One Million Dollars (\$1,000,000.00) personal and advertising injury limit; at least One Million Dollars (\$1,000,000.00) premises and operations limit; at least One Million Dollars (\$1,000,000.00) each occurrence limit;

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

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

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

F. Termination

1. **At Will.** The agreement will be terminated by the State Bar, in its sole and complete discretion, upon thirty (30) days written notice to Vendor. In the event of termination pursuant to this section, the vendor's sole compensation will be for that portion of services performed or goods delivered up to the date of termination, together with reimbursable expenses, if any then due. Vendor will not be paid for any services,

goods or reimbursable expenses associated with any work or service not specifically authorized by the State Bar.

2. **Authorization of Funds.** If the term of this agreement extends into fiscal year(s) subsequent to that in which it is signed, it is understood that the continuation of this contract is subject to the authorization of sufficient funding for such purpose by the California State Legislature. If sufficient funds are not so authorized, the parties mutually agree that the contract may be terminated or amended as appropriate in response to the reduction in funding. If the agreement is terminated, Contractor agrees to take back any affected equipment, products, software, or hardware furnished under this contract, and relieve the State Bar of any further obligation, except for the State Bar's obligation to pay for services already performed pursuant to this agreement.
3. **Default by Vendor.** This agreement may be terminated by the State Bar upon fifteen (15) days written notice to the Vendor in the event the Vendor is in default under any of its provisions. In the event this agreement is terminated due to the default by the Vendor, the Vendor will not be entitled to receive any compensation for services performed or for any reimbursable expenses incurred, and the State Bar will have the right to have the services completed by other parties and the Vendor will reimburse the State Bar for the actual costs to complete the services in excess of the balance of the fee and reimbursable expenses, if any, provided for in this agreement. Any such act by the State Bar will not be deemed a waiver of any other right or remedy of the State Bar, including, without limitation, the State Bar's right to consequential damages caused directly or indirectly by the Vendor's default.
4. **Automatic Termination.** This agreement will automatically terminate on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) failure to comply with federal, state or local laws, regulations or requirements, or (d) expiration of the agreement.

G. Confidentiality and Publicity

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

H. Compliance with Laws

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

I. Assignment/Subcontracting

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

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

J. General Provisions

1. **Force Majeure.** Neither party will be deemed in default of this agreement or any provision hereunder to the extent that any delay or failure in the performance of the obligations of such party (other than the payment of money) results from any significant and material causes beyond its reasonable control and without fault or negligence by such party. Examples of such causes include, but are not limited to, (1) acts of God or public enemy, (2) acts of the government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) embargoes, (9) earthquakes, and (10) unusually severe weather.
2. **Governing Law.** The agreement will be governed by the laws of the State of California without giving effect to its principles of conflict of laws.

3. **Attorneys' Fees.** In the event either party institutes any action or proceeding against the other party relating to this agreement, the unsuccessful party in such action or proceeding will reimburse the successful party for its disbursements incurred in connection therewith and for its reasonable attorneys' fees as fixed by the court. In addition to the foregoing award of attorneys' fees to the successful party, the successful party in any lawsuit shall be entitled to collect or enforce the judgment. This provision is separate and severable and shall survive the merger of the agreement into any judgment.

3. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.

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

THE STATE BAR OF CALIFORNIA TRAVEL and BUSINESS-RELATED EXPENSE POLICY

Revised January 3, 2008

I. GENERAL PRINCIPLES

A. Except as noted otherwise, this Travel and Business-Related Expense Policy applies to all volunteers and other non-employees who seek reimbursement for travel and business-related expenses incurred in conducting State Bar business.

B. State Bar representatives who do not have a Purchasing Card (Pcard) must use their personal funds for travel expenses and request reimbursement at the conclusion of the trip in conformity with this policy.

C. As a general rule, travelers are urged to travel economically. However, in the application of this general rule, extenuating circumstances such as the best economic use of the traveler's time may be taken into consideration in selecting transport, accommodation and other travel means.

D. There will be no reimbursement for the expenses of a spouse or guest who accompanies a traveler on State Bar business.

E. No traveler will be reimbursed for travel expenses other than their own even if the traveler paid for another State Bar representative's expenses. Travelers are responsible for their own travel expenses.

F. Except where noted otherwise, only when a person is on Travel Status is s/he eligible to seek travel reimbursement or request a travel advance as stated in this policy.

G. A person is on Travel Status when, in the course of performing duties for the State Bar, s/he travels to one or more destinations that are at least thirty miles (one-way) from the person's primary workplace.

II. TRAVEL EXPENSE REPORTING

A. An *Expense Report* form furnished by the State Bar must be timely filed with appropriate receipts to request expense reimbursement (Appendix A). Volunteers are encouraged to use the [electronic form](#) whenever possible.

Only one form should be submitted for each week of travel.

B. Documentation Guidelines

1. Approvals: A member of the Board of Governors, Section and committee members, and other volunteers' *Expense Reports* must be reviewed and, if correct, signed by the staff liaison or Executive Staff manager assigned to the relevant volunteer activity who has approval authority.

2. Receipts for air travel fares, car rentals, lodging and any expense in excess of \$25.00 must be attached to the *Expense Report*.

3. Deadlines: The deadline for submitting an *Expense Report* to an approval authority is 30 calendar days after the traveler incurs the expense. *Expense Reports* submitted after 60 calendar days shall not be processed for payment unless approved for late payment by the Executive Director or designee.

III. AIR TRAVEL

A. The State Bar is eligible for California State government discounted rates on airfare (Appendix B). In most instances these [fares](#) will represent the most economical airline fares between common city pairs, but travelers should strive to obtain the most economical airline fares available.

B. Travelers must contact the approved State of California travel agency, [Giselle Travel](#), for all travel in excess of \$250 (round-trip fare) unless prior manager approval is obtained. For round-trip flights under \$250, travelers may use their discretion to determine whether to use the State program or to book tickets directly with the airline.

C. Compensation for air travel will be limited to the cost of a coach/economy fare. The cost of any accommodation upgrade, in any class, will be deemed a personal expense chargeable to the traveler.

D. Travelers are to use the lowest airfares available without regard to the accrual of personal frequent flyer miles.

IV. AUTOMOBILE TRAVEL

A. Personal Automobile

Travelers required to use a personal automobile to conduct State Bar business will be reimbursed for mileage at the Internal Revenue Service approved rate regardless of whether Travel Status requirements are met, consistent with the following guidelines:

B. Personal Auto Mileage Reimbursement Guidelines

1. Reimbursable mileage is incurred when a traveler leaves the location of his/her primary workplace on State Bar business and returns to that same location.
2. Reimbursable mileage is incurred when a traveler does not report to his/her primary workplace during the work day because of State Bar business. Reimbursement will be for that mileage in excess of normal commute round trip mileage between home and the primary workplace.
3. Reimbursable mileage is incurred while conducting State Bar business while on the way to or from home or from the primary workplace. Reimbursement will be for that mileage in excess of normal commute round trip mileage between home and the primary workplace.
4. Travelers who elect to drive rather than fly to conduct State Bar business must choose the most economical form of transportation and not request mileage reimbursement in excess of what comparable airfare would have cost.

C. Taxi Service

Actual cost including customary gratuity will be reimbursed when a less expensive service is not suitable. When taxi service is required to conduct State Bar business away from the individual's primary workplace, the State Bar will reimburse the expense in conformity with the terms and guidelines of the Travel and Business-Related Expense Policy regardless of whether the Travel Status requirements are met.

D. Car Rental

Reimbursement for car rentals will be made where it is a justified economical use of the traveler's time in light of the necessities incident to the particular trip.

When a rental car is required to conduct State Bar business away from the individual's primary workplace, the State Bar will reimburse the expense in conformity with the terms and guidelines of this policy regardless of whether the Travel Status requirements are met.

E. Car Rental Guidelines

1. As a general rule, when renting a car, economy models should be requested taking advantage of the rental car company's available discounts.
2. The State Bar may contract with one or more rental car agencies in order to receive preferential rates. State Bar travelers are encouraged to take advantage of these arrangements when they are available. When there is no contract with a car rental agency, travelers are to assure competitive rates are obtained.
3. Alternatives to rental cars should be evaluated based on cost and time. In some cases, it is less expensive and more convenient to use cab service, hotel shuttle or public transportation.
4. The State Bar carries insurance that covers travelers when renting a vehicle while on State Bar business. Thus, travelers should not elect to carry the additional collision and liability coverage offered by rental agencies when traveling on State Bar business. All additional insurance elections will be deemed a personal expense chargeable to the traveler.
5. In the event the traveler rents a vehicle to be used for combined business and personal use, the traveler will not be covered by the State Bar's insurance when the car is used for personal purposes. To assure the traveler's personal liability is addressed in such circumstances, travelers are encouraged to obtain the appropriate insurance for the period the traveler is using the car for personal purposes. All additional insurance elections will be deemed a personal expense chargeable to the traveler.
6. Individuals are responsible for any car rental charges, fuel, insurance charges and

liability while on personal business. The State Bar is not responsible for any costs, injuries or damages caused as a result of a rental car used for personal purposes.

7. Whenever practical, travelers should return cars with a full tank of gas to avoid excessive refueling charges by car rental companies. Car rental companies offer a Fuel Purchase Option that allows for the purchase of a full tank of gas allowing the car to be returned with an empty tank. This option may be cost-efficient but should be used only if the car will be driven enough to exhaust a full tank of fuel.

8. Compliance with the rental car agency agreement is the responsibility of the traveler who signs the rental agreement. Please be aware of provisions in the rental agreement that prohibits any other person from driving the car.

9. In the event of an accident, follow these steps:
- Attend to any medical issues.
 - Report to appropriate law enforcement agencies immediately.
 - Consult the rental contract and follow its instructions.
 - Promptly submit an accident report to the State Bar's Manager, Insurance Programs.

F. Tolls and Parking

Tolls and parking fees incurred by travelers using a personal automobile or rental car on State Bar business are reimbursable expenses and must be identified as such on *Expense Reports* under auto expenses. When travel is required to conduct State Bar business away from the individual's primary workplace, the State Bar will reimburse tolls and parking expenses in conformity with the terms and guidelines of this policy regardless of whether the Travel Status requirements are met.

G. Parking tickets and traffic fines incurred by travelers shall not be reimbursed.

V. **LODGING**

A. When lodging away from home is required to conduct State Bar business and Travel Status is not invoked, the State Bar will reimburse lodging expenses at the authorized rates and in conformity with the terms and guidelines of this policy regardless of whether

the Travel Status requirements are met (Appendix C).

B. Individuals engaged as speakers for State Bar sponsored programs may be reimbursed for the actual cost of a standard single accommodation hotel room consistent with authorized rates.

C. Lodging Guidelines

1. Reimbursement for lodging expenses will be made for the actual expense of single accommodations, up to the maximum authorized rates. Contract or government rates should be requested at the time reservations are made. The State Bar qualifies for the State government rates and negotiates favorable contract rates with various hotels (Appendix D).

2. Lodging expenses in excess of the current authorized lodging rates shall not be reimbursed unless a prior contracted group rate arrangement has been made with the hotel by the State Bar or unless expressly authorized in advance by the Executive Director or designee. This must be confirmed in writing by attaching a memo that provides all of the appropriate information, including name of meeting event, dates of stay, name and address of hotel, hotel rate per night.

3. If the Expense Report is submitted without the necessary approval memo and the lodging rate is in excess of the authorized rate, reimbursement will be made for only the authorized maximum hotel rate for that city.

4. The State Bar covers the cost of the hotel room and business related telephone calls, parking, and business center expenses. Travelers are responsible for covering their personal incidental expenses including personal telephone calls, room service and other in-room self-service items.

5. Any charges resulting from failure to cancel lodging reservations are not the responsibility of the State Bar unless the reason for failure to cancel in time is business-related or due to an unavoidable personal emergency and a statement of same is included on the *Expense Report*.

6. Reasonable tips in connection with the handling of bags, valet service, and accommodation maid service are reimbursable expenses.

VI. MEALS

A. Travel Status Meal Per Diem Guidelines

1. Individuals on Travel Status will be entitled to their own meal expenses up to the maximum amount allowed under the authorized per diem meal rates (Appendix C). Payment will be made only for the traveler's own expenses. One person may not use State Bar resources to pay for the meals of other travelers. Each traveler is responsible for his/her own travel and meal expenses.
2. If the cost of a meal exceeds the approved per diem rates, only the amount of the per diem rate will be paid by the State Bar.
3. Eligibility for meal per diems is based on the time(s) during which an individual is on Travel Status. The following guidelines apply:

Breakfast: Travel status before 7:00 a.m.

Lunch: Travel status at 12:30 p.m.

Dinner: Travel status after 7:00 p.m.

4. The meal per diem may not be claimed when a meal is otherwise provided at State Bar expense (e.g., a State Bar catered lunch).
5. Tips for restaurant service are considered to be part of the per diem rate and are not reimbursable beyond the per diem rate.

B. Non Travel Status Meal Per Diem Guidelines

1. The cost of business-related meal expenses may be compensated when an individual is not on Travel Status if the meal was work related and in conditions beyond the individual's control. Examples include:

An individual is not on Travel Status but is required by the State Bar to staff or attend an off-site meeting or function where a meal is required under circumstances beyond the individual's control. This includes staffing the bar examination.

An individual is not on Travel Status but is required by the State Bar to attend off-site training where a meal is required under circumstances beyond the individual's control.

An individual is not on Travel Status but is required by the State Bar to stay overnight away from home during authorized meal times.

2. A travel *Expense Report* should be used to report these expenses. The report must include the purpose of each business-related meal and the conditions that justify payment.
3. The above standards governing travel status meals (VI.A.1. through 5., rates, tips, etc.) apply to non-travel status meal reimbursement, except for the requirement of being on travel status.
4. Meal reimbursement is not allowed where State Bar representatives are not on Travel Status and have a meal together incidental to a State Bar function they are attending or staffing.

C. Catered Meals Guidelines

1. Refreshments and/or meals may be catered at State Bar expense at State Bar meetings and events provided that the attendees are not exclusively State Bar employees and the subject matter of the event is not routine internal State Bar business or staff meetings. Individuals (including members of the Board of Governors, committee members, and State Bar employees) attending such activities as part of their duties are entitled to partake of the catered meal, regardless of whether they are on Travel Status. Meal per diem rates do not apply when a catered meal is provided.
2. In certain circumstances, a State Bar meeting or function may occur in which the cost of a meal or refreshments is included in the registration fee or is to be reimbursed by attendees individually. The State Bar is to be invoiced for such events by the service providers and will pay the invoice out of the registration fees or the individual reimbursements collected. It is the obligation of the State Bar office sponsoring the event to keep accurate records for auditing purposes showing that the registration fees or individual contributions cover the meal or refreshment costs.

D. Alcoholic Beverages

Alcoholic beverages are not paid for nor reimbursed by the State Bar.

VII. TELECOMMUNICATIONS & INCIDENTALS

A. Reimbursement is provided for reasonable expenses incurred in making business-related telephone calls and limited calls to the individual's home resulting from the requirements of business. As long as the calls are required by State Bar business, the State Bar will reimburse these expenses in conformity with the terms and guidelines of the Travel and Business-Related Expense Policy regardless of whether the Travel Status requirements are met.

B. Expenses incurred incidental to State Bar business such as copying costs, remote internet connection fees, facsimile costs and other expenses required to conduct State Bar business, will be reimbursed in conformity with the terms and guidelines of the Travel and Business-Related Expense Policy regardless of whether the Travel Status requirements are met.

VIII. EXPENSE ADVANCES

A. Travelers may, under exceptional circumstances, request temporary travel advances. In order to be processed, such requests must be approved according to the same procedure as for *Expense Reports* and submitted to the Finance Department at least three full workdays before the funds are needed.

B. The amount of the advance will be based on the nature and requirements of the trip, but shall not exceed \$250 per day.

C. All advances must be repaid or offset by *Expense Reports* within the 30-day deadline for submission of reports as noted above.

D. Additional advances will not be made when a prior advance is outstanding.

APPENDIX B

Airline Travel

After approving the State of California budget, contracted airfares for FY 2007-2008 have been published. Rates for California city-to-city, state-to-state and international travel city pairs are posted on the California [DGS website](#). The contracted carriers include United Airlines, Jet Blue, American and US Air. These airlines offer both *Yca/* and *Vca/* rates. The *Vca/* rates are considerably lower but are capacity controlled so the key to securing this low rate is early booking. Southwest Airlines rates are still available through the *SWABIZ* program and are often lower than the other contracted rates. To secure a State of California or *SWABIZ* rate, travel arrangements must be made through the State Bar's contracted travel agency, Giselle Travel by calling (800) 523-0100 for a \$15 booking fee or logging into their website at www.globaltrav.com for a \$10 booking fee.

Travelers must have a Profile Request form on file with Giselle Travel before booking. You may obtain a form by contacting Margarita Manalo in San Francisco, (415) 538-2562, or Alice Daniels in Los Angeles, (213) 765-1116.

If you have any other questions regarding air travel, please contact Sharon Pearl (415) 538-2340, or Liz Avila (415) 538-2329.

APPENDIX C

THE STATE BAR OF CALIFORNIA AUTHORIZED TRAVEL EXPENSE RATES

Effective January 1, 2008

Lodging:

(excluding all taxes)

San Francisco	\$205.00
Los Angeles	\$130.00
San Diego	\$150.00
Sacramento	\$150.00
All other areas	\$150.00

Meals:

Breakfast	\$ 6.00
Lunch	\$10.00
Dinner	\$18.00

Mileage:

For travel up to December 31, 2007, the mileage reimbursement rate is 48.5¢. Effective January 1, 2008, the mileage reimbursement rate is 50.5¢ per mile driven. The mileage reimbursement rate will be adjusted annually to mirror the reimbursement rate established by the U.S. Internal Revenue Service for business related reimbursement. These rates are imbedded in the formulas of the online Expense Report and will be adjusted on the effective date of any rate change. If you have previously downloaded or distributed copies of this automated form, you may need to replace it with a fresh copy to properly calculate your per diem reimbursement amounts for the 2008 calendar year.

APPENDIX D

Hotel Reservations

The State of California has negotiated discounted hotel room rates at a number of hotels in California including Los Angeles. Though travelers are not required to use these hotels, they must still abide by the established hotel per diem for the city they are visiting: \$130 (Los Angeles) and \$150 (all other areas except San Francisco). Exceptions to these per diems must be approved in advance of travel by your staff manager liaison.

In San Francisco, the established per diem is \$205. The Harbor Court Hotel in San Francisco offers a discount rate of \$180 per night to Bar employees and volunteers traveling on State Bar business. Travelers to San Francisco should take advantage of these rates when available and book their hotel room at either of these locations. The Harbor Court Hotel is located on Steuart Street, a block and a half from the SF office. In order to receive the State rate and be exempt from hotel tax, individual State Bar travelers must contact Margarita Manalo, Travel and Information Services Coordinator for San Francisco (415) 538-2562, who will handle the reservations, prepare the tax exempt form and handle billing.

The State Bar of California has negotiated favourable rates at the Omni Hotel in Los Angeles for State Bar travelers. This rate is \$110 per night. To make reservations, travelers should contact Alice Daniels, Travel and Information Services Coordinator for Los Angeles (213) 765-1116. Travelers can pay for their room when they check out using their own personal credit card.

State Bar travelers visiting other cities in California or out of state may be able to take advantage of State of California discount rates for hotel accommodations. The State of California travel program has contracted discount rates with hundreds of hotels throughout the country. A list of available hotels can be found on their website at <http://www.travelcsg.com> and going to the quick link in the left-hand margin entitled *2007 California Hotels*. If you are interested in making a reservation at one of these hotels please contact Margarita Manalo (SF) or Alice Daniels (LA) for assistance.

This program has been established to assist us in reducing travel expenses throughout the State Bar and at the same time, enjoy travel and accommodations that are convenient, easily accessible and meet our needs. If you have any questions about the travel program and the established guidelines, please call either Sheri Pearl (415) 538-2340, or Liz Avila (415) 538-2329.