

The State Bar of California

# REQUEST FOR PROPOSAL



This document is a Request for Proposal (“RFP”) for State Bar Board of Trustees Election.

The State Bar is seeking proposals for services necessary to conduct the election of its Board of Trustees for a period of one (1) year, with an option to renew for an additional two (2) years.

Please submit 5 copies of your proposal no later than 5 p.m. on November 22, 2011 to:

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

Attn: Francisco Gomez  
Office of the Executive Director/Election  
415-538-2170  
[francisco.gomez@calbar.ca.gov](mailto:francisco.gomez@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 primary purpose of the State Bar is to serve as an administrative adjunct to the California Supreme Court in all matters pertaining to the admission, discipline, and regulation of California lawyers. The State Bar Act and California court rules 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 guiding mission is *To Preserve and improve our justice system in order to assure a free and just society under the law.*

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’s programs are financed primarily by fees paid by attorneys and applicants to practice law. The State Bar has over 230,000 members, making it the largest unified state

bar in the country. The State Bar has offices located in Los Angeles and San Francisco. For more than 80 years, The State Bar of California has shaped the development of the law, regulated the professional conduct of the state's lawyers and provided greater access to the justice system for all citizens. More information about the organization can be found at <http://www.calbar.ca.gov/AboutUs.aspx>.

## **II. STATEMENT OF WORK**

The State Bar has been governed by a 23-person Board of Trustees, comprised of 15 elected lawyers, 1 California Young Lawyer Association member and 6 additional members appointed by the Governor of California, the State Assembly and the State Senate and a President. The 15 elected lawyers have been selected by active State Bar members in a general election from nine State Bar districts statewide. The elections for the Board of Trustees have been staggered over three years, with individuals serving multiple year terms in order to provide continuity within the governing bodies.

However, pending legislation, Senate Bill 163 (Evans), revises the composition and size of the board of trustees to be made up of six public members appointed by the Governor and the Legislature, as provided under existing law, and 13 attorney members consisting of the following: six attorney members elected from newly created State Bar districts, based on the six court of appeal districts in California; five new attorney members appointed by the California Supreme Court; and, two new attorney members appointed by the Senate Rules Committee and the Speaker of the Assembly, for a reduced total number of 19 board trustees.

SB 163 requires the transition to the smaller board from 23 members to 19 members by October 31, 2014. The bill would require the State Bar to develop a plan for implementing the transition to a 19-member board by January 31, 2012, and to submit a written report detailing that plan to the Judiciary Committees of the Legislature on Judiciary by January 31, 2012. Additionally, the bill would prohibit the State Bar from changing or abolishing a board member's term that commenced prior to December 31, 2011, or forcing any board member to resign whose term commenced prior to that date in order to accomplish the transition. Consequently, the schedule for phasing out members elected by the California State Bar districts is predetermined, with the total number on the Board reducing by 5 each year from 15 to 0. Assuming the Bar continues electing an equal number of members each year, the schedule for phasing in members elected by new Court of Appeals districts is also predetermined, with the total number on the Board increasing by 2 each year to 6.

			2011	2012	2013	2014
ATTORNEY MEMBERS	ELECTED	BY DISTRICT (CURRENT)	15	10	5	0
		BY DISTRICT (APPELATE)	0	2	4	6

The sequence for the six district elections will be developed prior to the 2012 Board election and will be provided to the vendor.

District	Total active members as of 9/06/11
1 <sup>ST</sup> Appellate District	36,610
2 <sup>nd</sup> Appellate District	55,417
3 <sup>rd</sup> Appellate District	11,980
4 <sup>th</sup> Appellate District	35,689
5 <sup>th</sup> Appellate District	4,258
6 <sup>th</sup> Appellate District	11,033

The State Bar is seeking proposals from vendors to conduct, operate, and manage the 2012, 2013, and 2014 annual elections for the Board of Trustees

The winning bidder will design, conduct, operate and manage the State Bar’s election for the Board of Trustees, in accordance with requirements and specifications issued by the State Bar. The State Bar is currently required by Business and Professions Code section, 6010 et seq. and by Title 6, Division 1, Chapter 1 of the Rules and Regulations of the State Bar of California (adopted effective January 1, 2009) (“Rules”) (a copy of which is attached and incorporated by reference as Attachment D), to hold an annual election among its active membership.

As of September 1, 2011, the State Bar had 154,953 active members in California.

The number of ballots to be mailed in 2012 and 2013 and 2014 will vary depending on how the transition plan for pending legislation is implemented (SB 163).

In general, the State Bar has approximately 5,000 new admittees every year; however, not all of those new admittees will be eligible to vote. Statistics show that in any given year, voter return is approximately fifteen to twenty percent (15% - 20%).

Pursuant to Business and Professions Code section 6019, an election will not be held in any district in which only one member files a nominating petition. Instead, that member is deemed elected for that seat. The State Bar would expect that the vendor would reduce

the cost of the election should a member be deemed elected for an open seat. Please refer to Attachment E for a schedule of dates and deadlines.

**A. Eligibility List (Member Name, Address, Member Number)**

The Eligibility List ("list") of active members eligible to vote in the relevant districts will be furnished by the State Bar. The list will be in standard computer tape format or electronically transmitted and will provide the individual member's name, address and State Bar member number.

**B. Description of Election Packet/Ballots to be Printed**

Vendor will develop both an Internet and a paper ballot system following general procedures for conducting an election in accordance with the deadlines and specifications set forth in the Rules. Vendor will mail ballot packets to all eligible voters and the ballot packets will include instructions for the voter to access an electronic ballot in lieu of completing the paper ballot, if the voter so desires.

The following descriptions refer to 2012, but the vendor should assume the same descriptions, and similar time lines, will apply for years 2013 and 2014. The actual number of packets to be mailed in any contested district election will be determined after the eligibility list closes (April 20, 2012). The State Bar shall furnish to the selected vendor the actual number of eligible voters in each district in which an election is to be held.

General packet materials should be printed, to the extent possible, on recycled paper and printed with environmentally safe ink. The packets shall be submitted to assigned State Bar staff for prior approval. Every effort should be made to design the packet to weigh one ounce or less. The packet must include the following:

1. Outgoing Envelope. Size and style to be determined by the selected vendor. Envelopes to be printed with the following statement: "The State Bar of California Election Official Ballot" prominently displayed. Return address will be the State Bar address; however, return address also to contain "c/o (name of vendor)". Envelopes to be designed in conformity with U.S. Postal Service standards for maximum discounts for bulk rate mail (Standard A).
2. Return Envelope. Size and style to be determined by the vendor, but shall include "State Bar of California - 2012 Election Ballot." Method of distinguishing districts to be determined by the vendor. Envelopes to be designed in conformity with U.S. Postal Service standards for Courtesy Reply Mail. Voter to pay return postage.

3. Signature of Voter. Signature line on the return envelope will be concealed under the flap. Vendor, working with the Election staff, will determine design of signature line under the flap of the return envelope, along with a clear statement that:
  - a. The eligible voter must legibly print their name, address, membership number and sign, in ink, in the designated area or the ballot will not be tabulated.
  - b. The member attests, under penalty of perjury, that he or she is the member whose name appears on the envelope (language to be provided by State Bar).
  - c. The Vendor will determine method and design for Internet voters to comply with the above signature requirement on the electronic ballot.
4. Ballot. Size of the ballot and method to be used to distinguish districts to be determined by the vendor. Each district ballot shall be mailed only to eligible members in that district. The paper and electronic ballots shall contain the names of the candidates listed in random order using a random alphabet list provided by the State Bar. The front of the paper or electronic ballot must be printed with the State Bar district number, office number, if needed, and the names of the candidates and the city in which the candidate's practice is located. Paper and electronic ballots shall contain instructions for voting, including a statement by vendor assuring confidentiality of the handling of ballots.
5. Candidate Statement. Each candidate may submit a statement not exceeding 250 words, pursuant to Title 6, Division 1, Chapter 1, Rule 6.3 of the Rules of the State Bar of California (adopted effective January 1, 2009). Each ballot package shall contain any statements submitted by the candidates, along with the statutory language authorizing the candidate statement. The statutory language will be provided by the State Bar. The State Bar will furnish to the vendor any history of public discipline of each candidate for inclusion in the candidate statement, as well as dates of admission to practice law. Particulars regarding the information set forth in this section to be determined by the vendor with the prior written approval of the designated State Bar representative.

**C. Services to be Provided**

1. Telephone Inquiries from the Membership. The selected vendor is expected to respond to questions concerning the conduct of the election. Inquiries outside the scope of the conduct of the election, such as

questions regarding State Bar rules, will be referred to designated State Bar staff.

2. Typeset Packet Materials. All materials to be included in the packet will be typeset by the vendor and subject to prior written approval by the designated representative of the State Bar.
3. Proofs and Press Checks. Designated representatives of the State Bar will approve print proofs and may conduct press checks of the paper and electronic ballots and the packet materials.
4. State Bar Eligibility List. Member name, address, and member number will be supplied by State Bar to vendor in standard computer tape or electronic format.
5. Candidate Requests for Eligibility List/Voter List Mailing Labels. Vendor will provide lists and/or labels of members eligible to vote, if requested by a candidate, after April 20, 2012. Vendor also will provide lists and/or labels of members eligible to vote and/or those members who have not voted, to candidates, in conformity with State Bar procedure. Lists of those voters who have voted (voter list) and/or have not voted (nonvoter list) as of May 29, 2012 must be provided upon request to the State Bar or to the candidates beginning May 31, 2012. Lists and/or labels will be timely provided by vendor to candidates at a reasonable cost and in a usable format (electronic file, disk or labels, as designated by the candidate). Candidates will be responsible for the cost of lists and/or labels requested. Vendor shall be responsible for the assessment and collection of all such costs from the candidates.
6. Insertion of Material into Outgoing Envelope. Ballot, return envelope, and biographical statements must be placed into outgoing envelope. Address of member shall include his or her State Bar member number.
7. Mail Packets Bulk Rate. Vendor will use a U.S. Post Office-approved mail hygiene program that will pre-sort for the lowest available postal rate. Vendor will format outgoing envelope in conformity with current U.S. Postal Service standards for mass mailing to get maximum available discounts for bulk rate mail.
8. Duplicate Ballot Fulfillment. Vendor should design a fulfillment function to provide duplicate ballots to members on the eligibility list at the member's official address of record. Vendors should describe the proposed procedure, which must include a requirement that members requesting a duplicate ballot certify in writing that their ballot was not received or was lost or damaged. The ballot packages sent to members should include instructions to members who wish to request a duplicate

ballot describing the duplicate ballot fulfillment process and should provide that duplicate ballot requests be sent to the San Francisco office of the State Bar. Vendor must not provide duplicates via fax, nor accept faxed ballots. The Vendor must describe all procedures to be used to assure that each member may cast only one vote, whether by paper ballot or electronic ballot. The Bar seeks proposals that will include a set number of duplicate ballots at no additional charge within the overall cost proposal presented as well as a per-piece cost in the event that the number of requests exceed the set number.

**D. Vendor Assurance of Security and Integrity of Election Process**

Vendor will be required to represent and warrant that the election is properly and securely held so that only members on the eligibility list may vote, that only one vote per member is recorded and that each vote is by secret ballot such that the voter is not identified.

**E. Collection, Counting, Data Entry, Ballot Canvassing & Reporting Results**

1. Collection of Data Entry and Securing Returned Ballots.
  - a. Counting. Vendor to count and batch returned ballots. Returned ballots will be batched by district. Vendor to count and batch voided ballots and questionable ballots (if applicable). Voided ballots include (and be batched together) ballots without signature, ballots where more than one vote was cast, ballots where no vote was marked, ballots where the Vendor cannot determine which candidate was chosen and ballots with write-in candidates. Voided and questionable ballots shall be counted separately and provided to the State Bar for review by the canvassing board. Pursuant to statute, counting of ballots may occur at the Vendor's facility, or the San Francisco offices of the State Bar.
  - b. Data Entry. Vendor will record the number of votes for each candidate.
2. Canvassing. Vendor will tabulate votes for each candidate. Pursuant to statutory requirements, canvassing of all votes may be performed at the Vendor's facility, or the San Francisco offices of the State Bar. Vendor to provide procedure for determining accuracy of election. Vendor will return voided or questionable ballots to the State Bar.
3. Report of Vote. Vendor will report results of canvassing and counting of the Board of Trustees election to the Secretary of the State Bar of California, or her designee, no later than 3:00 p.m., on July 10, 2012.

Vendor must follow the published schedule of dates for the canvass of the election. Vendor will furnish to the State Bar a final list of the vote.

4. Data Base. The vendor will return the final voting list and election database to the State Bar within five (5) days of the date of canvass of ballots.

**F. Timeline**

Time is of the essence for all of the deadlines associated with the Board of Trustees election. Vendor must complete the tabulation of all votes and present written reports of the Board of Trustees election to the Secretary of the State Bar of California, or his designee, on or before the deadlines set forth in Attachment E.

**III. GENERAL INFORMATION**

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

Contact with State Bar personnel in connection with this RFP may not be made other than as specified in this RFP. Unauthorized 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 number and in the order below. Proposals may include parts of the original RFP if answering questions asked or used in tailoring a specific response, but should not be included in full unaltered form for filler. If specific submission requirements are particularly large and self-contained (i.e., annual reports, 10-k, users' guide, etc.) they may be included in a separate appendix. Proposals should not direct the evaluation team to visit online sources to obtain information, or include *to be provided after award*, or *provided upon request* clauses. If proposals are specifically allowed to be submitted electronically in their entirety, all separate files must be assembled into a single .pdf. Special instructions will be included for portions that must be submitted in their native format, usually .xls files (i.e., itemized cost forms, financial questionnaires, etc.).

1. A brief description of the history and organization of the bidder's firm, and of any proposed subcontractor.

2. Copies of business licenses, professional certifications or other credentials, together with evidence that bidder, if a corporation, is in good standing and qualified to conduct business in California.
3. The most recent year's annual reports, or comparable document, including detailed current profit and loss, assets and liabilities, and other relevant financial data. Bidders must submit Attachment B: Vendor History Questionnaire electronically in native .xls format to [andrew.conover@calbar.ca.gov](mailto:andrew.conover@calbar.ca.gov) by the due date specified on page one.
4. A description of at least three (3) similar projects completed by the bidder within the past three (3) years. Include personal references with contact information for each.
5. Qualifications, background and experience of the project director and other staff proposed to work on the project.
6. A general description of the techniques, approaches and methods to be used in completing the project.
7. A description of the chronology for completing the work, including a time line and deadlines for each task.
8. A detailed cost proposal, including any travel costs and other expenses. Bidders must submit Attachment A: Itemized Cost Proposal electronically in native .xls format to [andrew.conover@calbar.ca.gov](mailto:andrew.conover@calbar.ca.gov) by the due date specified on page one. Contractors' travel expenses will be reimbursed in accordance with the Attachment C: Travel and Business-Related Expense Policy. As the State Bar may award a contract based on the initial offer, a bidder should make its initial offer on the most favorable terms available. The State Bar reserves the right, however, to have discussions with those bidders falling within a competitive range, and to request revised pricing offers from them and to make an award or conduct negotiations thereafter.
9. A written acknowledgement of the acceptance of the Contracting Requirements set forth in section IV of this RFP. Specific terms may be reserved for future negotiation, but must be clearly identified and reasons given for the reservation.

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

## **B. Rejection of Proposals**

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

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

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

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

## **C. Evaluation Process and Highest Scored Bidder**

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

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

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

During the evaluation process, the State Bar may require a bidder's representative to answer questions with regard to the proposal and/or require certain bidders to make a formal presentation to the evaluation team and/or the State Bar Senior Executive Team. The State Bar may also have discussions with those bidders falling within a competitive range, 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 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, financial viability, 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 December 14, 2011 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 December 21, 2011. The evaluation team will select a winning proposal subject to approval by the Board of Trustees. 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@calbar.ca.gov](mailto: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 Francisco Gomez at [francisco.gomez@calbar.ca.gov](mailto:francisco.gomez@calbar.ca.gov). All questions must be submitted no later than 7 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 7 days before the deadline for submitting proposals.

**G. Addenda**

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

**H. Withdrawal and Resubmission/Modification of Proposals**

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

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

**I. Protest Procedure**

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

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

3. The bidder believes that the State Bar has incorrectly selected another bidder.

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

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

Attention: Peggy Van Horn, Chief Financial Officer

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

**J. News Releases**

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

**K. Disposition of Materials**

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

**IV. CONTRACTING REQUIREMENTS**

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

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

**A. Time of Essence**

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

**B. Warranties and Representations**

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**

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

the actual or alleged infringement by Vendor of any patent, copyright, trademark or other proprietary right of any person or entity; and/or (vi) any act or omission of Vendor, its employees, agents or subcontractors.

**E. Insurance Obligations of Vendor**

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

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

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

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

**F. Termination**

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

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

**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.), ADA/ADAAA, and Section 508 of the Rehabilitation Act. 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, (a) acts of God or public enemy, (b) acts of the government in either its sovereign or contractual capacity, (c) fires, (d) floods, (e) epidemics, (f) quarantine restrictions, (g) strikes, (h) embargoes, (i) earthquakes, and (j) unusually severe weather.
2. **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 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 will be entitled to its attorneys' fees and costs incurred in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and will survive the merger of this provision into any judgment on this agreement.
4. **Audit.** Vendor agrees that the State Bar or its designee shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. Vendor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Vendor agrees to allow the State Bar or its designee access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Vendor agrees to include a similar right of the State Bar or its designee to audit records and interview staff in any subcontract related to performance of this Agreement.
5. **License.** In those instances where required, the Vendor represents and warrants that the Vendor holds a license, permit or special license to perform the services pursuant to this agreement, as required by law, or employs or works under the general supervision of the holder of such license, permit or special license and shall keep and maintain all such licenses, permits or special licenses in good standing and in full force and effect at all times while the Vendor is performing the services pursuant to the agreement.

## **Attachment A**

(Please see separate Excel document)

## **Attachment B**

(Please see separate Excel document)

## Attachment C



**STATE BAR MISSION:**  
Preserve and improve  
our justice system in  
order to assure a free  
and just society under  
law.

### ADMINISTRATIVE ADVISORY NO. 11-03

DATE: January 27, 2011  
TO: All State Bar Staff  
FROM: Joe Dunn, Executive Director/Secretary  
SUBJECT: **ADMINISTRATIVE ADVISORY NO. 11-03  
TRAVEL AND BUSINESS-RELATED EXPENSE POLICY**

### I. POLICY STATEMENT

This policy document sets forth the standards and procedures used to identify and reimburse legitimate travel and business-related expenses incurred while conducting necessary, authorized business of the State Bar.

### II. SCOPE

Except as noted otherwise, this policy is designed to cover all employees and non-employees including, but not limited to: volunteers, committee members, speakers and invited guests who seek reimbursement for out-of-pocket expenses incurred while conducting State Bar business. Out-of-pocket expenses include transportation, lodging, meal and incidental costs that are necessary, authorized and reasonable, resulting from conducting State Bar business. This policy applies to State Bar Purchasing Card (Pcard), Check Request and Expense Report usage. Authorization from the Executive Director is required to make any exceptions to this policy; and such exceptions should, whenever feasible, be obtained in advance of incurring any pertinent expense. Any incurred expense not specifically referenced in this policy will need to be reviewed by senior management on a case-by-case basis for further approval. For additional details, consult the Travel and Business-Related Expense Policy [Frequently Asked Questions](#).

Should this Travel and Business-Related Expense Policy differ from the reimbursement provisions contained in a *Memorandum of Understanding* (MOU) or in rules and regulations that are applicable to State Bar employees, the MOU or other rules and regulations adopted by the Board of Governors shall govern, except that the rates established for lodging, meal reimbursement and mileage in this Travel and Business-Related Expense Policy will apply to State Bar employees where such amounts are greater than those provided in the MOU or other rules and regulations.

### III. GENERAL GUIDELINES

- A. 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. Written explanations of extenuated circumstances must be approved by a Senior Executive and accompany *Expense Reports* submitted to Finance.
- B. Each traveler is responsible for his/her own expenses and should not pay for another State Bar representative's expenses. There will be no reimbursement for the expenses of a spouse or guest who accompanies a traveler on State Bar business.

- C. Except where noted otherwise, only when a person is on Travel Status is s/he eligible to seek travel reimbursement, charge travel expenses to a State Bar Pcard, or request a travel advance as stated in this policy.
- D. 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. A person's primary workplace is determined by the Office of Human Resources.
- E. Volunteers are not allowed to make purchases or render services for the State Bar. All purchases or services should be initiated by State Bar employees through Procurement in Finance.

## IV. REPORTING GUIDELINES

### A. EXPENSE REPORT

1. Responsibilities: Travelers are required to submit to the Office of Finance an *Expense Report* form with supporting documentation for reimbursement. It is the responsibility of the travelers to submit to their approver a completed *Expense Report* with supporting documentation for approval. It is the responsibility of approvers to assure that *Expense Reports* submitted for approval are complete, accurate, and comply with this policy and are timely forwarded to Finance.
2. Expense Report /Check Request: The *Expense Report* form (example: Appendix A) is used to reimburse individuals for out-of-pocket travel expenses while conducting business for the State Bar. A firm or company other than an individual requesting reimbursement should use a *Check Request* form submitted to Finance with supporting documentation for payment.
3. Travel Dates: Travelers can use the *Expense Report* for a maximum of two trips conducted within seven consecutive days. If a single trip goes over seven consecutive calendar days, additional forms will be required. Monday's date of week one will be used for audit purposes when trips span a single calendar week.
4. Expense Report Receipts: Original issued receipts for any expense in excess of \$25.00 must be attached to the *Expense Report*. An explanation memo with manager approval must be included to document all steps taken to replace any missing receipts. When original receipts are not available, copies of the original receipts must be marked "original" or "replacement receipt" and signed and dated to indicate no other copies have or will be submitted for reimbursement. Receipts must contain itemized pricing and reflect appropriate travel detail (e.g., departure/arrival times, dates, service class, upgrades, additional fees, etc.) Statement summaries and non-itemized credit card receipts are not acceptable. Electronically issued receipts for online purchases are considered original issued receipts. To substantiate a charge for reimbursement, receipts for lodging or car rentals must be in the name of the traveler.
5. 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 will not be processed for payment unless expressly approved for late payment by the Executive Director or designee. *Expense Reports* submitted to Finance will be processed according to the Accounts Payable schedule. Incomplete, incorrect, or illegible reports will be returned to the requestors for correction, which may result in delay or non-reimbursement of a specific item.
6. Revisions: *Expense Reports* must be verified for accuracy and properly approved by the responsible Manager prior to submission to Finance. All modifications to a handwritten *Expense Report* must be individually initialed by the person making the correction. Any revisions necessary to correct or add to a previously submitted *Expense Report* must clearly state "revised" and include a copy of the original *Expense Report* attached.

7. Gifts, tokens of appreciation and other non-travel related expenses are not reimbursed under this policy. See Section VII, Business Expense Account.
8. To ensure policy control and maximize approval and audit efficiencies, employees must utilize the electronic form to seek travel reimbursements. Volunteers are strongly encouraged to use the online form as well, but if handwritten, must be legible.

## **B. PURCHASING CARD REPORTING**

1. Pcards used for travel must be reconciled during the respective open statement period with appropriate original issued receipts and detailed documentation supporting each posted transaction. Failure to do so may result in the loss of Pcard privileges.
2. Pcard Statements not reconciled, approved and submitted within 30 days of period closing will be reported to the cardholder's approver. Audit issues not cleared within 60 days of period closing will be referred to the Senior Executive to determine if Pcard privileges should be revoked.
3. Pcard Receipts: All original issued receipts for transactions charged to a Pcard must be attached to the Pcard Statement. An explanation memo with manager approval must be included to document all steps taken to replace any missing receipts. When original receipts are not available, copies of the original receipts must be marked "original" or "replacement receipt" and signed and dated to indicate no other copies have or will be submitted for reimbursement. Receipts must contain itemized pricing and reflect appropriate travel detail (e.g., departure/arrival times, dates, service class, upgrades, additional fees, etc.) Statement summaries and non-itemized credit card receipts are not acceptable. Electronically issued receipts for online purchases are considered original issued receipts.
4. Pcard Statements must be verified for accuracy and properly approved by the responsible Manager prior to submission to Finance. The Executive Director's Pcard Statement must be reviewed and, if correct, signed by the Chief Financial Officer or Deputy Executive Director.

## **V. REIMBURSABLE EXPENSES**

While conducting authorized business, State Bar employees and non-employees defined in the scope of this policy are eligible to be reimbursed for out-of-pocket expenses related to transportation, lodging, and meal costs.

### **A. TRANSPORTATION**

#### **1. Personal Automobile**

- a) 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:
  - i) 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.
  - ii) Reimbursable mileage is incurred when a traveler does not report to his/her primary workplace during the workday 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.
  - iii) 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.

- iv) Travelers who elect to drive rather than fly to conduct State Bar business will not be reimbursed in excess of the most economical form of transportation. Written documentation from Giselles travel must be attached to *Expense Reports* to substantiate comparable travel expense. Mileage reimbursement in excess of what comparable airfare would have cost is not reimbursable. Exceptions may be permitted when employees are required to drive in order to economically deliver materials that would otherwise be shipped at additional cost or special accommodation are required. Written explanations must accompany *Expense Reports* and be approved by a Senior Executive.
- b) Fuel that is put into a private vehicle is not reimbursable and cannot be charged to a Pcard. The mileage rate is intended to reimburse fuel costs for private auto use.
- c) Damage to personal autos while being used on State Bar business is not covered because a portion of the mileage reimbursement is intended to defray the insurance cost to the individual.

## 2. Car Rental

- a) Rental cars may be used only when necessary and economically practical compared to other modes of transportation. 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.
- b) The State Bar does not maintain a master contract with any rental car agency. Travelers are encouraged to seek corporate or government rates and take advantage of these arrangements when they are available. As a general rule, when renting a car, low cost models should be requested taking advantage of the rental car company's available discounts. Exceptions may be permitted when employees are required to drive a large vehicle (truck /van) in order to economically deliver materials, to accommodate a physical limitation, or when multiple travelers are driving together and need the additional space for passengers, luggage and other meeting materials. Written explanations must accompany *Expense Reports* and be approved by a Senior Executive.
- c) Reimbursement for car rentals will be made where it is a justified economical use of the traveler's time in the particular circumstances. Written justification must be provided for any car rental that exceeds a total of \$250.
- d) Alternatives to a rental car 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.
- e) 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.
- f) A car rental and fuel used for combined personal and business purposes cannot be charged to a Pcard. When personal use and business use is combined, individuals must use their personal charge card for the total expense and seek reimbursement for the miscellaneous expense portion using the [Auto Rental Reimbursement](#) form.
- g) 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.

- h) 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.
- i) 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.
- j) Fuel costs incurred for rental cars while on State Bar business are reimbursable, and may be charged to a Pcard.
- k) Additional charges for luxury-class-upgrades, convertibles, sports-cars, GPS navigation devices or fees for frequent-flyer points will not be reimbursed beyond the standard economy rental available.
- l) 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.
- m) 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 Office of Operations.

### **3. Air Travel**

- a) The State Bar is not currently participating in the California State centralized travel program, but travelers should continue to strive to obtain the most economical airline fares available.
- b) Travelers must contact the approved State Bar travel agency, Giselle's Travel, for all travel in excess of \$ \$400 (round-trip fare) unless prior manager approval is obtained ([Appendix B](#)). For round-trip flights under \$400, travelers may use their discretion to determine whether to use the State program or to book tickets directly with the airline. For round-trip flights over \$400, travelers may book tickets directly with the airlines or other travel agency, but the rate booked must be as good as or better than the documented quote available from Giselle's Travel. Documentation of comparable quote must be attached to each *Expense Report*.
- c) Compensation for air travel will be limited to the cost of a coach/economy fare. The cost of preferential seating, pre-boarding or any other accommodation upgrade, in any class, will be deemed a personal expense chargeable to the traveler. Charges or fees incurred from change of flight schedule for personal convenience is not reimbursable.
- d) Travelers are to use the lowest airfares available without regard to the accrual of personal frequent flyer miles.

### **4. Taxi Service**

- a) 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.

- b) Limousine and Towncar service is not reimbursable unless a less-expensive service is unavailable. Written explanations must accompany *Expense Reports* and be approved by a Senior Executive.

## **5. Transit Fees, Parking and Fines**

- a) Tolls, parking fees and public transit fares incurred by travelers on State Bar business are reimbursable expenses and must be identified as such on *Expense Reports* under tolls/parking fees. When travel is required to conduct State Bar business away from the individual's primary workplace, the State Bar will reimburse these expenses in conformity with the terms and guidelines of this policy regardless of whether the Travel Status requirements are met.
- b) Pcard use for bridge tolls, parking fees or city transit must be directly related to active travel status and cannot be used to load transit passes for future travel. Use of the Pcard for routine commuting charges (BART, FastTrak, bridge tolls, parking fees, city transit) is prohibited.
- c) Parking tickets and traffic fines incurred by travelers will not be reimbursed.

## **B. LODGING**

1. 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 ([Appendix C](#)) and in conformity with the terms and guidelines of this policy regardless of whether the Travel Status requirements are met.
2. Individuals engaged as speakers for State Bar sponsored programs may be reimbursed for the actual cost of a standard single accommodation hotel room per the individual custom contract terms and conditions.
3. Reimbursement for lodging expenses will be made for the actual expense of single accommodations, up to the maximum authorized rates or pre-negotiated meeting accommodations by State Bar staff. If no pre-arranged contract exists, travelers should request whether contract or government rates are available when reservations are made (be prepared to show State Bar identification upon check-in). The State Bar negotiates favorable contract rates with various hotels ([Appendix D](#)).
4. Lodging expenses in excess of the current authorized lodging rates shall not be reimbursed unless a prior contracted group rate arrangement has been negotiated with the hotel or unless expressly authorized. This must be confirmed in writing by completing a [Hotel Authorization](#) form.
5. If an *Expense Report* is submitted without the necessary *Hotel Authorization* and the lodging rate is in excess of the authorized rate, the *Expense Report* will be returned to the traveler for correction, or reimbursement will be made for only the authorized maximum hotel rate for that city. Pcard charges not supported by a *Hotel Authorization* may result in loss of Pcard privileges.
6. The State Bar covers the cost of the hotel room and business related telephone calls, parking, internet charges 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. All hotel guests are asked to provide a personal credit card at the time of check in to cover the cost of personal incidentals. See Section V.D., Communications & Incidentals.

7. 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* and/or Pcard Statement. .
8. Reasonable tips in connection with the handling of bags, valet service, and accommodation maid service are reimbursable expenses.

## **C. MEALS**

### **1. Travel Status Meal Guidelines**

- a) Pcards may not be used for any individual meals, including meals while on Travel Status. Traveler should submit an *Expense Report* to seek reimbursement according to the authorized per diem meal rates.
- b) 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](#). Payment will be made only for the traveler's own expenses. Each traveler is responsible for his/her own travel and meal expenses-- one person may not use State Bar resources to pay for the meals of other travelers.
- c) 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.
- d) 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.
- e) 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, conference meals, etc).
- f) Tips for restaurant service are considered to be part of the per diem rate and are not reimbursable beyond the per diem rate.

### **2. Non-Travel Status Meal Guidelines**

- a) 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 employee 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 employee's control. This includes staffing the bar examination.*
  - *An employee 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 employee's control.*
  - *An employee is not on Travel Status but is required by the State Bar to stay overnight away from home during authorized meal times.*
- b) 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. Pcards are not to be used for this purpose.

- c) The above standards governing travel status meals (VC.1. through 3., rates, tips, etc.) apply to non-travel status meal reimbursement, except for the requirement of being on travel status.
- d) Except as set forth in Section V.C., 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.
- e) In situations where an individual is dining and/or hosting a meal for one or more other individuals in the furtherance of State Bar business, the costs of such, including those of the guest(s), may be reimbursable beyond the established meal rates in accordance with the State Bar's Business Expense Account procedures set forth in Section VII below.

### **3. Catered Meals**

- a) 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.
- b) Catering is defined as a contracted for food and beverage service. Catering can either be served on State Bar, hotel or convention site premises, or pre-booked contract meeting accommodations at a commercial restaurant (e.g. catering for Board of Governors meetings in LA, SF or offsite). Individual meals ordered off a restaurant menu, absent a food and beverage contract with the provider, does not meet this definition of catering, whether for an entire committee or a subset of same.
- c) 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, in which case traveler may not claim individual per diem reimbursement.

### **4. Alcoholic Beverages**

- a) Alcoholic beverages or corkage fees cannot be charged to a Pcard and are not generally reimbursable travel/ business expenditures.
- b) In limited circumstances, alcoholic beverages or corkage fees may be reimbursed as contracted food and beverage catering or as Business Expenses. Such charges must be reasonable both in cost and in consumption per person and charged only against non-mandatory fee revenues. See Section VII, Business Expense Account.

## **D. COMMUNICATIONS & INCIDENTALS**

1. 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.
2. 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.

## VI. EXPENSE ADVANCES

- A. State Bar representatives who have a Pcard should use it for all travel and business-related expenses whenever feasible to reduce processing costs and maximize organizational efficiencies.
- B. For State Bar representatives who do not have a Pcard, it is preferred that they use their personal funds for travel expenses and request reimbursement at the conclusion of the trip in conformity with this policy.
- C. Travelers may, under specific circumstances, request temporary travel advances by submitting a *Check Request* form to Finance at least three workdays prior to the requested disbursement date of the travel advance. Travelers are required to comply with the State Bar's [Travel Advance Policy](#). The *Check Request* must specify the trip purposes and duration, and be approved by the traveler's immediate supervisor, manager or other authorized designee for that cost center.
- D. The amount of the advance will be based on the nature and requirements of the trip. Eligible expense includes per diem, lodging and ground transportation, and under no circumstances shall the advanced amount exceed \$250 per day.
- E. All advances are "loans" and as such must be repaid or offset by properly approved *Expense Reports* within 10 calendar days after completion of the trip for which they were advanced. It is the responsibility of the traveler to advise Finance of any circumstances that will prevent timely settlement of the advance. Traveler must submit an approved *Expense Report*, original issued receipts for all expense items, and any unused funds in settlement of the advance to Finance.
- F. All travel advances are subject to a monthly audit. A list of employees with delinquent advances will be distributed to the employee's immediate supervisor and manager. Employees with past delinquent advances or who failed to comply with the Travel Advance Policy will be denied future advances and will be subject to collection methods as allowable by law.

## VII. BUSINESS EXPENSE ACCOUNT

Senior Managers may budget for "Business Expenses" (account code 40570). The amount in this account is determined by the Executive Director annually during the budget planning process and is to be funded with non-mandatory fee revenues. This account is to be used at the Senior Managers' discretion in the course of their duties to cover applicable business expenses for themselves and others. Reasonable expenses charged to this account and approved by the appropriate manager are exempt from this State Bar Travel and Business-Related Expense policy and its Catered Meals Guidelines. Only a Senior Manager or his or her designee may make expenditures from this account. A Senior Manager must determine in each instance that there is a business purpose to permit the business meal expenditure. Expenditures by a designee must be approved in advance by the Senior Manager. Please note that no reimbursement will be made against the Business Expense Account unless there is a sufficient amount budgeted in the account to cover the expenses. Any Pcard charges that default to any other account must be reallocated to a budgeted 40570 account during the statement review period and reconciled before the annual fiscal close.

Business Expenses that may be covered under this section include meals during which discussion of State Bar business occurs where there is a business need to keep participants together. Expenses for business meals will not be authorized for meetings where State Bar business is only nominally discussed or meetings with potential or existing vendors. Business Expenses may also include costs for a meal or nominal gifts intended to recognize non-employee volunteers for work-related accomplishments on behalf of the State Bar. Reimbursements will not be allowed under this section for attendance at entertainment or sporting events.

# EXPENSE REPORT 2011

- STAFF  
 OTHERS

This Expense Report must be completed and submitted in accordance with the State Bar's [Travel & Business-Related Expense Policy](#). Incomplete, incorrect, or illegible forms will be returned to requestors for correction. Please refer to the Instruction Page for general guidelines.

NAME	Thomas Jefferson					PHONE	434-704-1776								
ADDRESS	931 Thomas Jefferson Parkway Charlottesville VA 22902														
<b>Travel Expense</b>															
TRIP 1 PURPOSE	Declaration Signing				LOCATION FROM / TO		Charlottesville VA / Philadelphia PA								
TRIP 2 PURPOSE					LOCATION FROM / TO										
<b>Enter amount paid in cash, "C" for direct bill, or "PC" for Pcard Charges</b>															
<i>Enter Monday's date for week</i>	MON	7/2	TUE	7/3	WED	7/4	THU	7/5	FRI	7/6	SAT	7/7	SUN	7/8	TOTALS
LODGING			C		C		C		C						\$ -
TAXI / LOCAL TRANSPORT					12.50					15.00					
TOLLS / PARKING FEES			15.00		15.00		15.00								
AIR TRAVEL			PC						PC						
AUTO (PERSONAL) miles / \$		-	18	9.18		-		-	18	9.18		-		-	
AUTO (RENTAL)															
TOTAL TRANSPORTATION	-		24.18		27.50		15.00		24.18		-		-		\$ 90.86
BREAKFAST (travel before 7:00am)					6.00		6.00		6.00						<i>per diem claims acknowledge no catered meal provided</i>
LUNCH (travel at 12:30pm)			10.00						10.00						
DINNER (travel after 7:00pm)			18.00		18.00		18.00								
TOTAL MEALS	-		28.00		24.00		24.00		16.00		-		-		\$ 92.00
<b>TOTAL TRAVEL EXPENSES</b>														<b>\$ 182.86</b>	
<b>Miscellaneous Expense (Itemize description and purpose)</b>															
Volunteers are not authorized to make purchases or render services for The State Bar of California. All purchases or services should be initiated by State Bar employees through Procurement.															
DATE															AMOUNT
7/5	Scribe services from inn business center														\$ 5.00
<b>TOTAL MISCELLANEOUS EXPENSE</b>															
<b>Accounting Distribution</b>								<b>Totals</b>							
BUSINESS UNIT	ACCOUNT	AMOUNT						TOTAL EXPENSE							
23101	40510	\$	214.80					LESS CASH ADVANCE							
23105	40510	\$	214.80					BALANCE DUE REQUESTOR							
								BALANCE DUE STATE BAR (check attached)				\$ -			
<b>Original Signatures Required</b>															
								Thomas Jefferson				7/9/76			
								John Hancock				7/11/76			
DISTRIBUTION REMAINING:		\$	(241.74)												

## APPENDIX B

### Airline Travel

Travel arrangements for both employees and volunteers may be made through the State Bar's contracted travel agency, Giselle's Travel by calling (800) 523-0100 (\$15 booking fee), or using their website at [www.globaltrav.com](http://www.globaltrav.com) (\$10 booking fee).

Travelers must have a **Profile Request** form on file with Giselle's Travel before booking. You may submit your forms directly to Margarita Manalo in San Francisco (Ext. 2562) or Alice Daniels in Los Angeles (Ext. 1116). If you have any questions, please contact Tony Gonzalez (Ext 1113) or Liz Avila (Ext 2329).

## APPENDIX C

### AUTHORIZED TRAVEL EXPENSE RATES

Effective January 1, 2011

#### **Lodging:**

(Excluding all taxes)

San Francisco .....	\$205.00
Los Angeles .....	\$135.00
San Diego .....	\$150.00
Sacramento .....	\$150.00
All other areas.....	\$150.00

#### **Employee Travel Meals:**

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

#### **Mileage:**

The personal auto mileage reimbursement rate is 51¢ per mile driven. The mileage reimbursement rate will be adjusted 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.

# Attachment D

## TITLE 6. GOVERNANCE

Adopted July 2007

### DIVISION 1. BOARD OF GOVERNORS

#### Chapter 1. Election of Governors

##### Rule 6.1 Election matters in general

- (A) Subject to the supervision and control of the board, the Secretary is responsible for administration and supervision of the election of attorney members of the board. These duties include
- (1) preparing and distributing election forms and ballots;
  - (2) preparing and distributing eligibility and voting lists;
  - (3) determining validity of nominations;
  - (4) counting ballots;
  - (5) appointing canvassing boards and recount committees; and
  - (6) maintaining custody and control of election materials.
- (B) A Nominating Petition, Candidate Statement, or any other form required by rule in this division must be completed in accordance with instructions and filed by the dates set forth in the Schedule of Charges and Deadlines.

*Rule 6.1 adopted effective January 1, 2009.*

##### Rule 6.2 Nomination of governors

- (A) A qualified member<sup>1</sup> must petition for candidacy by filing a completed Nominating Petition<sup>2</sup>. The Nominating Petition may be filed electronically. Candidates who file electronically must retain the original copy of the petition for four years and produce it to the State Bar upon request.
- (B) In a State Bar District with more than one board vacancy, a candidate may submit a Nominating Petition for only one vacant office. The office must be designated on the Nominating Petition.

<sup>1</sup> Bus. & Prof. Code §§ 6015, 6014.

<sup>2</sup> Bus. & Prof. Code § 6018.

- (C) The Secretary may extend the deadline for filing a Nominating Petition up to ten working days if
  - (1) no valid Nominating Petition has been filed;
  - (2) the only valid Nominating Petition filed is withdrawn before the deadline in the Schedule of Charges and Deadlines; or
  - (3) only one candidate has filed a valid Nominating Petition and has died or become ineligible.

*Rule 6.2 adopted effective January 1, 2009.*

#### Rule 6.3 Candidate information

- (A) The State Bar will post on its Web site and include in the ballot package mailed to eligible voters biographic information about qualified candidates including education, date admitted to practice, any public record of discipline, and other information in the official membership records of the State Bar.
- (B) Candidates may file a Candidate Statement that describes their views and qualifications for office.
- (C) A candidate for the Board of Governors must disclose his or her membership in a club that discriminates in its membership policies on the basis of race, color, creed, national ancestry, sex, or sexual preference, but is not required to disclose the name of the particular club.

*Rule 6.3 adopted effective January 1, 2009.*

#### Rule 6.4 Ballots

- (A) The ballot, any Candidate Statement, and a return envelope must be mailed to the address of record of eligible members at least six weeks before the date specified in the Schedule of Charges and Deadlines.
- (B) To be counted, a ballot must be returned in the envelope provided by the State Bar and received in the manner and time designated in the Schedule of Charges and Deadlines. The outside of the return envelope must include the voting member's printed name and address and must be signed by the member. Alternatively, the Secretary may provide for electronic voting using a secure means that complies with the requirements of these rules.

*Rule 6.4 adopted effective January 1, 2009.*

#### Rule 6.5 Plurality of votes; tie votes

Votes will be counted as prescribed by law.<sup>3</sup> The candidate who receives a plurality of the votes cast for an office will be elected a governor of the State Bar. In the event of a tie, the election will be determined by lot. The affected candidates must be notified and may attend the drawing of the lot.

*Rule 6.5 adopted effective January 1, 2009.*

#### Rule 6.6 Recounts

- (A) No later than five days after certification of election results, a candidate may request a recount. The request must be in the manner prescribed by the Secretary and include advance payment of reasonable fees for the cost of the recount. Members of the State Bar may attend a recount, subject to reasonable conditions imposed by the Secretary.
- (B) As soon as practicable, the Secretary must appoint a recount committee consisting of five active members who did not initially count ballots. The recount committee must
  - (1) recount the ballots;
  - (2) examine the ballots not counted;
  - (3) determine the number of votes validly cast for each candidate in the election; and
  - (4) immediately report the results, which will be final, to the Secretary.

*Rule 6.6 adopted effective January 1, 2009.*

#### Rule 6.7 Appointment due to a vacancy

- (A) A vacancy on the board occurs when a board member dies, resigns, or ceases to be an active member of the State Bar. The board must fill a vacancy by appointment unless these rules provide otherwise.
- (B) If a winning candidate dies or becomes ineligible or unable to serve before taking office, the office must go to the candidate receiving the next-highest number of votes for that office. If there is no other candidate, the board must appoint a member to fill the vacancy until the next regularly scheduled election.

*Rule 6.7 adopted effective January 1, 2009.*

#### Rule 6.8 Special election due to a vacancy

<sup>3</sup> Bus. & Prof. Code § 6019.

- (A) If a vacancy leaves an unexpired term exceeding eighteen months, a special election must be held to fill the balance of the term. This special election must be held in conjunction with the next regularly scheduled Board of Governors election.
- (B) The rules and procedures applicable to a regular election apply to a special election.

*Rule 6.8 adopted effective January 1, 2009.*

#### Rule 6.9 California Young Lawyer Governor

Subject to the supervision of the Board and the Secretary, the governing body of the California Young Lawyers Association (CYLA) must elect as a member of the Board of Governors one of its constituents.<sup>4</sup> CYLA constituents are active members of the State Bar until their thirty-seventh birthday or the end of their fifth year of active status, whichever is later. A candidate for office is subject to the information provisions of rule 6.3 and must be a constituent at the time of his or her election.

*Rule 6.9 adopted effective March 6, 2009; amended effective April 10, 2010.*

<sup>4</sup> Bus. & Prof. Code § 6013.4

## Attachment E

### Schedule of Dates and Deadlines

		<b>2013</b>	<b>2014</b>
Nominating petitions available	February 1, 2012	February 1, 2013	February 3, 2014
Last day to file nominating petitions	April 2, 2012	April 1, 2013	April 1, 2014
Last day to withdraw nomination	April 11, 2012	April 11, 2013	April 11, 2014
Eligibility list closes	April 20, 2012	April 22, 2013	April 21, 2014
Ballots mailed	April 30, 2012	April 30, 2013	April 30, 2014
Last day for voting <b>2012</b>	July 2, 2012	July 1, 2013	June 30, 2014
Canvass of ballots	July 9-12, 2012	July 8-11, 2013	July 7-10, 2014
Annual Meeting	October 11-14, 2012	TBD	TBD