



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-7960 • Fax 415-865-4325 • TDD 415-865-4272

TANI CANTIL-SAKAUYE
Chief Justice of California
Chair of the Judicial Council

WILLIAM C. VICKREY
Administrative Director of the Courts

RONALD G. OVERHOLT
Chief Deputy Director

STEPHEN NASH
Director, Finance Division

FROM: Administrative Office of the Courts (AOC)
Finance Division

DATE: April 7, 2011

SUBJECT/PURPOSE OF MEMO: Request For Proposals: Catering services for all AOC-related on site events taking place at the Administrative Office of the Court's, Judicial Council Conference Center, as well as the Milton Marks Conference Center, located at 455 Golden Gate Avenue, San Francisco

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals ("RFP"):
Project Title: **AOC On Site Catering San Francisco**
RFP Number: **ASU-201001-CT**

SUBMISSION OF QUESTIONS: Submit questions to the following email address and include Project Title and RFP Number in subject line: solicitations@jud.ca.gov.

Deadline for submittal of questions on procedural matters related to the RFP or requests for clarification or modification of this solicitation document is **1:00 p.m. (Pacific Time) on April 14, 2011.**

PROPOSAL DUE DATE: Proposals must be received by no later than **3:00 p.m. (Pacific Time) on April 27, 2011**

SUBMISSION OF PROPOSAL: **Proposals must be sent to:**
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden
455 Golden Gate Avenue, ASU-201001-CT
San Francisco, CA 94102

1. GENERAL INFORMATION

1.1. Background

The Judicial Council of California, chaired by the Chief Justice of California, is the chief policy making agency of the California judicial system. The California Constitution directs the Council to improve the administration of justice by surveying judicial business, recommending improvements to the courts, and making recommendations annually to the Governor and the Legislature. The Council also adopts rules for court administration, practice, and procedure, and performs other functions prescribed by law. The Administrative Office of the Courts (AOC) is the staff agency for the Council and assists both the Council and its chair in performing their duties.

1.2. Background Information on Historic Catering Needs

1.2.1. As an internal services organization, the Conference Services Group (located within the Administrative Services Unit of the AOC) is tasked with placing the catering orders in conjunction with meetings taking place in the conference rooms that are located within the buildings at 455 Golden Gate Avenue, San Francisco, and orchestrating the logistical needs of meetings, conferences, trainings, etc. taking place on site. Included in these logistical components is the need to order catered meals for meeting attendees. Historically, the AOC has tried to establish an on-going and mutually beneficial relationship with a professional catering company to service these catering needs throughout the year. This was done in an effort to leverage the volume of business into cost savings that would allow the AOC to administer public funds in a sound and fiscally responsible manner.

1.2.2. Historical catering expenditure on a fiscal year basis (July 1st of one year to June 30th of the following year) are indicated below. It should be noted, however, that regardless of prior amounts expended, there is no guarantee of future volume of expenditures, if any. Further, due to the on-going State of California budget crisis, reductions to the historical expenditure level should be anticipated.

1.2.2.1. Fiscal Year 2006/2007:	\$177,321.40
1.2.2.2. Fiscal Year 2007/2008:	\$182,872.45
1.2.2.3. Fiscal Year 2008/2009:	\$178,591.15
1.2.2.4. Fiscal Year 2009/2010:	\$143,941.70
1.2.2.5. Fiscal Year 2010-2011 To Date (July 1, 2010 to February 28, 2011):	\$97,985.50

1.2.3. Daily averages (there again, not a guarantee of future volume of orders, if any):
The AOC currently averages (6) six catering orders per week, 30 covers per order, for a total of 177 meals served per week.

1.2.4. Meals are catered in the building on average of 4 days per week, with peak numbers of meals served Tuesday through Friday. The meals served most often are either some variation of a continental breakfast or a morning break/coffee service (not both simultaneously to the same meeting), lunch, and an afternoon break. Weekends, receptions and dinners are served on the very rare occasion.

2. TIMELINE FOR THIS RFP

2.1. The AOC has developed the following list of key events from RFP issuance through commencement of services. All key dates are subject to change at the AOC's discretion.

EVENT	KEY DATES
RFP issued	April 7, 2011
Deadline for questions	1:00 pm (Pacific Time) April 14, 2011
Posting of answers to questions (<i>estimate only</i>)	April 18, 2011
Latest date and time proposal may be submitted	3:00 pm (Pacific Time) April 27, 2011,
Menu tasting of top-ranked proposers	Week of May 2
Site visits and tour of facilities of top-ranked proposers, if held	Week of May 2
Notice of intent to award (<i>estimate only</i>)	May 13, 2011
Finalize and execute master agreement (<i>estimate only</i>)	May 27, 2011
Commencement of services	June 1, 2011

3. PURPOSE OF THIS RFP

3.1. The AOC seeks the services of a contractor with expertise in providing professional, daily, catering services for a fairly high volume conference center located at 455 Golden Gate Avenue, San Francisco.

3.2. The AOC seeks to identify and retain a qualified contractor to prepare, deliver, set-up and tear-down catered meals, in a professional manner with the utmost attention to

detail. This RFP is the means for proposers to submit their qualifications to the AOC and request selection as a contractor for these services.

- 3.3. The AOC anticipates awarding a master agreement for an initial 13-month term, with three (3) additional consecutive one-year option terms for a potential maximum total of four (4) years and one (1) month. The initial term of the awarded master agreement is anticipated to commence on or about **June 1, 2011** and run for 13 months. The three (3) consecutive one-year option terms will then run 12-months each, and may only be exercised at the AOC's sole discretion.
- 3.4. The State does not guarantee that the contractor will receive a specific volume of work, a specific total amount, or a specific order value under the awarded master agreement for these services. Additionally, there will be no limit on the number of orders the State may issue under the Master Agreement, nor will there be any specific limitation on the quantity, minimum and/or maximum value of individual orders.

4. RFP ATTACHMENTS

Included as part of this RFP are the following attachments:

- 4.1. Attachment A, Administrative Rules Governing Request for Proposals. Proposers shall follow the rules, set forth in Attachment A, in the preparation and submittal of their proposals.
- 4.2. Attachment B, Master agreement Terms and Conditions. A master agreement with the successful firm will be signed by the parties on a State of California Standard Agreement form and will include terms appropriate for this project. Terms and conditions for the requested services are included as Attachment B, which consists of Exhibits A through F.
- 4.3. Attachment C, Proposer's Acceptance of the RFP's Master Agreement Terms and Conditions or Exceptions to Master Agreement Terms and Conditions. Proposers must either indicate acceptance of Master agreement Terms, as set forth in Attachment B, or clearly identify exceptions to the Master agreement Terms, as set forth in Attachment B. If exceptions are identified, then proposers must also submit (i) the required red-lined version of Attachment B, that clearly tracks proposed changes to this attachment, and (ii) written documentation to substantiate each such proposed change to include (a) the relevance of the change, (b) the rationale for proposing the change, and (c) the proposed benefit to the AOC for accepting the change in question.
- 4.4. Attachment D, Payee Data Record Form. The AOC is required to obtain and keep on file, a completed Payee Data Record for each proposer prior to entering into a contract with that proposer. Therefore, proposer's proposal must include a completed and signed Payee Data Record Form, set forth as Attachment D.

5. SCOPE OF SERVICES

5.1. The contractor will be asked to provide the AOC with the following work:

5.1.1 Order Placement:

- 5.1.1.1 Menu selection changes may be made to a previously placed order up to 24 hours in advance of the event time/date.
- 5.1.1.2 Changes in the guaranteed number of meals without penalty (increase or decrease) may be made by 4:00 p.m. on the day preceding the scheduled delivery.
- 5.1.1.3 Full cancellation of orders previously placed, may be made up to 24 hours in advance of event time/date.

5.1.2 Delivery/Set-up & pick-up:

- 5.1.2.1 All orders should be delivered and set-up no later than 10 minutes after the specified “set-up” time on the order placement form.
- 5.1.2.2 Any orders late by 30 minutes or more, will be at no charge to the AOC.
- 5.1.2.3 All deliveries will be made to the loading dock, and via the service elevator. If the service elevator is unavailable, the caterer will contact the AOC Receptionist at 415 865-7840, prior to using the public elevator.
- 5.1.2.4 If the contractor anticipates a late delivery, they will immediately call the AOC Receptionist at 415 865-7840 with an estimated time of arrival.
- 5.1.2.5 Prior to room set-up, the contractor will always check in at the Reception desk upon arrival to the AOC, to receive any last minute information or instructions (i.e., room changes).
- 5.1.2.6 All catering equipment (serving utensils etc.) must be cleared from the building no earlier than 3:30pm, and no later than 6:00pm on day of delivery (with the exception of days when late afternoon or early evening receptions are scheduled to take place.)

5.1.3 Presentation:

- 5.1.3.1 The display of catered items must include at a minimum the following items:
 - 5.1.3.1.1 Carafes are used for orange juice service.
 - 5.1.3.1.2 Linen table clothes are used on buffet surfaces.
 - 5.1.3.1.3 Professionally printed food labels are used on buffets for indication of coffee type, and vegetarian selection at a minimum.

5.1.4 Inventory:

5.1.4.1 The contractor agrees to keep at the AOC, an inventory of a minimum of the following:

5.1.4.1.1 100 plates, 200 sets of eating utensils (plastic forks, knives, spoons and paper napkins etc.), and 200 plastic cups, and two airpots at all times.

5.1.4.1.2 Caterer must also keep a supply of seasonings, teas, sweeteners, in a supply closet as well.

5.1.4.2 Contractor will be responsible for monitoring and replenishing inventory as necessary.

5.1.5 Unscheduled Visits:

5.1.5.1 The contractor agrees to periodic unscheduled tours of the catering facility by the AOC staff.

5.1.6 Billing:

5.1.6.1 All invoices must be presented to the Receptionist upon delivery of food.

5.1.6.2 Each individual invoice must include the following information:

5.1.6.2.1 Cost per meal.

5.1.6.2.2 Number of meals served.

5.1.6.2.3 Date of Service.

5.1.6.2.4 Name of meeting.

5.1.6.3 For tracking purposes, each invoice must have its own specific invoice number.

5.1.6.4 Any questions or concerns regarding payment of bills should be directed to the AOC's Project Manager (To Be Determined).

5.1.6.5 Caterer must be able to provide the AOC with a monthly statement listing all outstanding (unpaid) invoices.

5.1.7 Problem Resolution:

5.1.7.1 The AOC requires direct access to a management representative with the catering company, in order to gain immediate and accurate information and problem resolution.

5.1.7.2 The contractor will ensure prompt problem resolution , with appropriate and concise follow-up to the AOC's Project Manager.

6. SPECIFICS OF A RESPONSIVE PROPOSAL

The following information and attachments shall be included in the proposal:

- 6.1. In a cover letter, signed by an authorized representative, please provide the company name, address, telephone and fax numbers, federal tax identification number and proposer's point of contact, including name, physical and e-mail addresses, and telephone and facsimile numbers.
- 6.2. Please provide a brief history of your company. Include management philosophy, length of years in the catering business, annual volume of catering business, and industry associations to which your company belongs.
- 6.3. Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.
- 6.4. Indicate staffing level and include an organizational chart identifying the members of your team, their roles and responsibilities, and showing lines of authority. Describe key staff's knowledge of the requirements necessary to complete this project.
- 6.5. Names, addresses, and telephone numbers of a minimum of four (4) clients for whom the proposer has conducted similar services. Cite examples in those engagements where your company has made extraordinary efforts to ensure continues high quality service to a customer. The AOC may check references listed by the proposer.
- 6.6. Overall plan with time estimates for completion of all work required.
- 6.7. Methods and Plans:
 - 6.7.1. Please describe your proposed catering order placement & order confirmation methods, as well as your proposed delivery and pick-up procedures.
 - 6.7.2. Proposed Customer Satisfaction Plan. Describe the plan you will implement to ensure continued customer satisfaction throughout this engagement. Include items such as guarantees, client surveys, problem escalation procedures, and periodic meetings with the AOC Project Manager.

- 6.7.3. Please describe your proposed invoicing process. Please note that the AOC will do it's best to make sure invoices are paid promptly, but is unable to pay any late fees or interest payments on invoices past due.
- 6.7.4. Please submit a minimum of five (5) cold lunch menu options, five (5) hot lunch menu options, three to five (3-5) cold breakfast menu options, and three (3) am and pm break options. Menus should be creative and flexible. They should have the potential to rotate every six months if the AOC so desires. They should be presented in both a la carte and package options for maximum flexibility.
 - 6.7.4.1. Package options must be priced no higher than the following price structure:
 - 6.7.4.1.1. \$6.00 for continental breakfast options.
 - 6.7.4.1.2. \$4.00 for am/pm break options.
 - 6.7.4.1.3. \$10.00 for lunch options.
 - 6.7.4.1.4. \$18.00 for dinner/reception options.

The above price structure must be **inclusive** of tax and service charge. Though the above pricing structure represents the maximum allowable by the AOC, lower cost options will be viewed favorably for the purposes of this RFP.

- 6.7.4.2. Please note that package menu selections should include an assortment of beverages. Beverages should not, however, include bottled water.
 - 6.7.4.3. All baked good items served (with the exception of sliced breads for sandwiches) should be fresh, and not consist of pre-packaged or mass marketed/branded items (e.g., Kirkland brand from Costco).
- 6.8. Fee Proposal
- 6.8.1. Proposer's proposed fee schedule. It is expected that all proposers responding to this RFP will offer the proposer's government or comparable favorable rates.
 - 6.8.2. The total cost for proposer's services will not exceed the pricing structure set forth in section 6.7.4.1, above, and shall be inclusive of personnel, materials, computer support, travel, and overhead rates. The method of payment to the awarded contractor will be by cost reimbursement.
- 6.9. Compliance with Master Agreement Terms - Complete and submit Attachment C, Proposer's Acceptance of the RFP's Master agreement Terms. Also, if changes are

proposed, submit a version of Attachment B, Master agreement Terms with all tracked changes, as well as written justification supporting any such proposed changes.

- 6.10. The AOC is required to obtain and keep on file, a completed Payee Data Record for each proposer prior to entering into a contract with that proposer. Therefore, proposer's proposal must include a completed and signed Payee Data Record Form, set forth as Attachment D.

7. EVALUATION OF PROPOSALS

- 7.1. Proposals will be evaluated by the AOC using the following criteria in descending order of priority:
 - 7.1.1. Reasonableness of fee proposal
 - 7.1.2. Ability to meet timing requirements to complete the project
 - 7.1.3. Appealing menu selection
 - 7.1.4. Presentation and quality of tasting (to be scheduled for top-ranked proposers only)
 - 7.1.5. Experience on similar assignments
 - 7.1.6. Quality of customer satisfaction plan submitted
 - 7.1.7. Quality of work plan submitted
 - 7.1.8. Compliance with requirements of the RFP and acceptance of master agreement terms and conditions
 - 7.1.9. Credentials of staff to be assigned to the project
 - 7.1.10. Positive feedback from referrals
 - 7.1.11. Proximity of catering operation relative to the AOC's building

8. SUBMISSION OF PROPOSALS

- 8.1. Responsive proposals should provide straightforward, concise information that satisfies the requirements noted above. Expensive bindings, color displays, and the like are not necessary or desired. Emphasis should be placed on conformity to the state's instructions, requirements of this RFP, and completeness and clarity of content.

- 8.2. Submit one (1) hard copy original and four (4) hard copy duplicates of the proposal signed by an authorized representative of the company. In addition to the hard copies, proposers must submit one (1) electronic version of the proposal on CD.
- 8.3. Proposals must be delivered to the individual listed in the Submission of Proposals section of the coversheet to this RFP and must be received no later than the Proposal Due Date & Time as set forth on the coversheet to this RFP.
- 8.4. Only written proposals will be accepted. Proposals should be sent by registered or certified mail, overnight delivery service (with proof of delivery), or by hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the Proposal Due Date & Time that are marked properly will be securely kept, unopened until the Proposal Due Date & Time. Proposals received after the Proposal Due Date & Time will be deemed non-responsive and will not be considered. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- 8.5. A proposer's submitted proposal shall constitute an irrevocable offer for **60 days** following the Proposal Due Date & Time as set forth on the coversheet to this RFP.
- 8.6. The proposer is solely responsible for ensuring that the full and complete proposal is received by the AOC in accordance with the solicitation requirements prior to the Proposal Due Date & Time and at the place specified.
- 8.7. Any proposal containing information that proposer considers confidential and/or proprietary must comply with the requirements set forth in Attachment A, Administrative Rules Governing Requests for Proposals.
- 8.8. **Submitting proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.**

9. ADDITIONAL REQUIREMENTS

- 9.1. A proposer may be required to participate in one or more interviews to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. However, if conducted in person at the AOC in San Francisco, all expenses shall be borne by the proposer. The AOC will notify proposers regarding the interview arrangements.
- 9.2. It will be necessary during the time frame set forth in section 2.1 of the RFP, for the top-ranked proposers, only, to present in person at the AOC, a tasting or several items off the proposed breakfast and lunch menus. At this time, delivery, presentation, and food quality and portion size will be assessed by the project management staff. All expenses associated with this tasting shall be borne by the proposer. The AOC will notify the top-ranked proposers regarding the tasting arrangements.

- 9.3. Additionally, it may be necessary for the AOC to conduct site visits of top-ranked proposers' facilities during the time frame set forth in section 2.1 of the RFP. The AOC will notify the top-ranked proposers regarding site visit arrangements if they are to be held.

10. CONFIDENTIAL OR PROPRIETARY INFORMATION

- 10.1. The Administrative Office of the Courts is bound by California Rule of Court 10.500 (*see: <http://www.courts.ca.gov/xbcr/cc/ammend-jan2010-2.pdf>*) as to disclosure of its administrative records. If the information submitted contains material noted or marked as confidential and/or proprietary that, in the AOC's sole opinion, meets the disclosure exemption requirements of Rule 10.500, then that information will not be disclosed pursuant to a request for public documents.
- 10.2. If the AOC does not consider such material to be exempt from disclosure under Rule 10.500, the material may be made available to the public, regardless of the notation or markings. If a proposer is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of Rule 10.500, then it should not include such information in its proposal.

11. PROPOSED MASTER AGREEMENT TERMS AND ADMINISTRATIVE RULES

- 11.1. Master agreements with the successful firms will be signed by the parties on a Judicial Council of California, Administrative Office of the Courts Standard Agreement form and will include terms appropriate for this project. Terms and conditions for the requested services are attached as Attachment B, Master Agreement Terms and Conditions.
- 11.2. Proposers shall follow and be bound by the rules set forth in Attachment A, Administrative Rules Governing Requests for Proposals, in preparation of their proposals.

END OF FORM