



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

FINANCE DIVISION

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Director, Finance Division

TO: POTENTIAL BIDDERS

FROM: Administrative Office of the Courts
Administrative Services Unit

DATE: October 20, 2006

SUBJECT/PURPOSE OF MEMO: REQUEST FOR PROPOSALS
Project Title: AOC-NCRO ON-SITE CATERING
RFP Number: ASU-1006-RB

ACTION REQUIRED: You are invited to review and respond to the attached Request for Proposals ("RFP"), as posted at
<http://www.courtinfo.ca.gov/reference/rfp/>

BIDDERS CONFERENCE CALL: A Bidders Conference Call is scheduled to take place on Monday, October 30, 2006 at 10 a.m. Vendors must submit an intent to participate to the Solicitations Mailbox. See the Schedule of RFP Events on page 3, for procedures to participate.

SUBMISSION OF PROPOSALS: Proposals must be delivered to:
Judicial Council of California
Administrative Office of the Courts
Attn: Nadine McFadden, RFP #ASU-1006-RB
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102

DUE DATE & TIME FOR SUBMITTAL OF PROPOSALS: Proposals must be received by: **1:00 p.m. on November 13, 2006**

**JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS**

1.0 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

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 2880 (Suite 300) and 2860 (Suite 400) Gateway Oaks Drive, Sacramento. 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.

Historical catering expenditure (not a guarantee of future expenditures):

Fiscal year 2004/2005:	\$26,835.00
Fiscal year 2005/2006:	\$39,890.00
Fiscal year 2006/2007:	\$1,500.00 (July 1, 2006 through September 15, 2006)

Daily averages (not a guarantee of future expenditures): The AOC currently averages (2) two catering orders per week, 35 covers per order, for a total of 140 meals served per week.

Meals are catered in the building on average of 2 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 (not both simultaneously to the same meeting), lunch, and an afternoon break. Receptions and dinners are rarely served, and would likely take place at an off-site location

such as the State Capitol and/or an additional office location of 770 L Street Suite 700), Sacramento.

2.0 PURPOSE OF THIS RFP

The AOC seeks the services of a vendor with expertise in providing professional, catering services for meetings taking place within the conference rooms located at 2880 Gateway Oaks Drive (Suite 300) and 2860 Gateway Oaks Drive (Suite 400), Sacramento.

The AOC seeks to identify and retain qualified vendors 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 prospective vendors to submit their qualifications to the AOC and request selection as a vendor.

3.0 SCHEDULE OF RFP EVENTS

3.1 The AOC has established the following tentative timetable for this RFP:

<u>Milestone</u>	<u>Target Date</u>
RFP Issuance:	October 20, 2006
Deadline to Request to Participate in Bidders Conference Call (see 3.2 below) :	October 26, 2006 at 1:00 p.m.
Bidders Conference Call:	October 30, 2006 at 10 a.m.
Deadline to submit questions to the Solicitations Mailbox	November 6, 2006 at 1:00 p.m.
Proposals Due:	November 13, 2006 at 1:00 p.m.
Supplier Tasting/Tour of Facilities:	November 20 –December 1, 2006
Vendor Selected:	December 8, 2006
Effective Date of Agreement:	December 18, 2006

3.2 Vendors wishing to attend the Bidders Conference Call must send an e-mail request to the Solicitation Mailbox (solicitations@jud.ca.gov) by the deadline stating their intent to participate in the conference call. Specifically include: **“RFP ASU-1006-RB Intent To Participate”** in the subject line of the e-mail. In the body of the e-mail, include the company name, contact name, title, telephone number, and statement of intent to participate in Bidders Conference Call. The call in number will then be provided by either a return e-mail or by phone call.

4.0 SCOPE OF SERVICES

- 4.1 Services are expected to be performed by the vendor between December 1, 2006 and December 31, 2007.
- 4.2 The vendor will be asked to provide the AOC with the work as specified in Attachment 2, Standard Provisions, Exhibit D.

5.0 SPECIFICS OF A RESPONSIVE PROPOSAL

The following information shall be included in the proposal:

- 5.1 Name, address, telephone and fax numbers, and social security number or federal tax identification number.
- 5.2 Five copies of the proposal signed by an authorized representative of the company, including name, title, address, and telephone number of one individual who is the responder's designated representative.
- 5.3 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.
- 5.4 Resumes describing the background and experience of key staff, as well as each individual's ability and experience in conducting the proposed activities.
- 5.5 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.
- 5.6 Names, addresses, and telephone numbers of a minimum of four (4) clients for whom the vendor 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 vendor.

Additionally, please provide the company name, contact person, and telephone number for at least one customer who no longer does business with your company.

- 5.7 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 AOC's instructions, requirements of this RFP, and completeness and clarity of content.

5.8 Overall plan with time estimates for completion of all work required.

5.9 Methods and Plans:

5.9.1 Please describe your proposed catering order placement & order confirmation methods, as well as your proposed delivery and pick-up procedures.

5.9.2 Please indicate your ability/willingness to accommodate the occasional off-site catering request at the following locations: The State Capitol and 770 L Street (Suite 700), Sacramento.

5.9.3 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.

5.9.4 Please describe your proposed invoicing process. Please note that the AOC will do its best to make sure invoices are paid promptly (net 45), but is unable to pay any late fees or interest payments on invoices past due.

5.9.5 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.

Package options must be priced no higher than the following price structure:

\$6.00 for continental breakfast options.

\$4.00 for am/pm break options.

\$10.00 for lunch options.

\$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.

Please note that package menu selections should include an assortment of beverages. Beverages should not however, include bottled water, which is provided by the AOC.

Additionally, 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., membership warehouse items).

6.0 FEE PROPOSAL

- 6.1 The proposal must include the vendor's proposed fee schedule. It is expected that all vendors responding to this RFP will offer the vendor's government or comparable favorable rates.
- 6.2 The total cost for vendor services will not exceed the pricing structure referenced above inclusive of personnel, materials, computer support, travel, and overhead rates. The method of payment to the vendor will be by cost reimbursement.

7.0 RIGHTS

The AOC reserves the right to reject any and all proposals, in whole or in part, as well as the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One copy of a submitted proposal will be retained for official files and becomes a public record.

8.0 PROJECT MANAGEMENT

The Project Manager for this RFP process is:

TBD

9.0 EVALUATION OF PROPOSALS

Proposals will be evaluated by the AOC using the following criteria in descending order of priority:

- a. Reasonableness of Fee proposal
- b. Ability to meet timing requirements to complete the project
- c. Appealing menu selection.
- d. Presentation and quality of tasting (to be scheduled)
- e. Experience on similar assignments
- f. Quality of customer satisfaction plan submitted.
- g. Quality of work plan submitted

- h. Credentials of staff to be assigned to the project
- i. Positive feedback from referrals
- j. Proximity of catering operation relative to the AOC's building.

10.0 ADDITIONAL REQUIREMENTS

It may be necessary to interview prospective vendors to clarify aspects of their submittal. If conducted, interviews will likely be conducted by telephone conference call. The AOC will notify prospective vendors regarding the interview arrangements.

11.0 PROPOSED CONTRACT TERMS AND ADMINISTRATIVE RULES

- 11.1 Incorporated in this RFP, and attached as Attachment 1, is a document entitled "Administrative Rules Governing Requests for Proposals. Vendors shall follow these rules in preparation of their proposals.
- 11.2 Contracts with successful firms 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 typical for the requested services are attached in Attachment 2.

JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS

ADMINISTRATIVE RULES GOVERNING REQUESTS FOR PROPOSALS

1.0 General

- 1.1 This solicitation document, the evaluation of proposals, and the award of any contract shall conform with current competitive proposing procedures as they relate to the procurement of goods and services. A vendor's proposal is an irrevocable offer for sixty (60) days following the deadline for its submission.
- 1.2 In addition to explaining the Administrative Office of the Courts' (AOC's) requirements, the solicitation document includes instructions which prescribe the format and content of proposals.

2.0 Proposal Submission

- 2.1 Provide an original and four (4) printed copies of the proposal, signed by an authorized representative of the vendor, and including name, title, address, and telephone number of one individual who is the vendor's designated representative.
- 2.2 Provide one set of the proposal in its entirety on a compact disk (CD) labeled with vendor name and RFP number.
- 2.3 All proposals must be delivered via U.S. Mail, common carrier, overnight delivery service (with proof of delivery), or hand delivery. A receipt should be requested for hand delivered material. Proposals received prior to the due date and time that are marked properly will be securely kept, unopened until the due date and time. Proposals received after the due date and time will not be considered.
- 2.4 The proposer is solely responsible for ensuring that the full proposal is received by the AOC in accordance with the solicitation requirements, prior to the due date and time, and at the place specified. The AOC shall not be responsible for any delays in mail or by common carriers or by delivery errors or delays or missed delivery.
- 2.5 Submittal of proposals by facsimile or email transmission is not acceptable, and any proposal so transmitted will be rejected as non-responsive.

- 2.6 Submittal of proposals addressed to anyone other than the person named in Submission of Proposals on the cover sheet of this RFP may result in the rejection of proposal as being non-responsive.

3.0 Communications with AOC Regarding the RFP

Except as specifically addressed elsewhere in this RFP, including directions pertaining to the submittal of Proposals, vendors shall use the "Solicitations Mailbox," identified on the cover memo of this Request for Proposals (solicitations@jud.ca.gov), for any communications with the AOC regarding the RFP, including requests to participate in the Bidders Conference Call. Vendors must include the RFP Number in subject line of any communication.

4.0 Questions Regarding the RFP

- 4.1 If a vendor's question relates to a proprietary aspect of its proposal and the question would expose proprietary information if disclosed to competitors, the vendor may submit the question via email to the Solicitation Mailbox, identified on the cover memo of this RFP, conspicuously marking it as "CONFIDENTIAL." With the question, the vendor must submit a statement explaining why the question is sensitive. If the AOC 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 AOC does not concur regarding the proprietary nature of the question, the question will not be answered in this manner and the vendor will be notified.
- 4.2 Vendors interested in responding to the solicitation may submit questions via email to the Solicitation Mailbox, identified on the cover memo of this RFP, on procedural matters related to the RFP or requests for clarification or modification of this solicitation no later than the due date and time, set forth on the RFP cover memo. If the vendor is requesting a change, the request must set forth the recommended change and the vendor's reasons for proposing the change. Questions or requests submitted after the due date and time will not be answered. Without disclosing the source of the question or request, a copy of the questions and the AOC's responses will be posted on the Courtinfo website (<http://www.courtinfo.ca.gov/reference/rfp/>).

5.0 Errors in the RFP

- 5.1 If, prior to the date fixed for submission of proposals, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in this solicitation document, the vendor shall immediately notify the AOC via email to the Solicitation Mailbox, identified on the cover memo of this RFP and request modification or clarification of the RFP. Without disclosing the source of the request, the AOC may modify the solicitation document prior to the date fixed for submission of

proposals by posting an addendum to the solicitation on the AOC's web site "Courtinfo" (<http://www.courtinfo.ca.gov/reference/rfp/>)

- 5.2 If a vendor fails to notify the AOC of an error in the RFP known to vendor, or an error that reasonably should have been known to vendor, prior to the date fixed for submission of proposals, vendor shall propose at its own risk. Furthermore, if vendor is awarded the agreement, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

6.0 Addenda

- 6.1 The AOC may modify the solicitation document prior to the due date and time for submission of proposals, as set forth in the RFP cover memo, by posting an addendum on the Courtinfo website <http://www.courtinfo.ca.gov/reference/rfp/>. It is each vendor's responsibility to inform itself of any addendum prior to its submission of a proposal.
- 6.2 If any vendor determines that an addendum unnecessarily restricts its ability to propose, the vendor shall immediately notify the AOC via email to the Solicitation Mailbox, identified on the cover memo of this RFP (solicitations@jud.ca.gov), no later than one (1) day following issuance of the addendum.

7.0 Withdrawal and resubmission/modification of proposals

A vendor may withdraw its proposal at any time prior to the deadline for submitting proposals by notifying the AOC in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified proposal, provided that it is received at the AOC no later than the proposal due date and time listed on the cover letter of this RFP. Modifications offered in any other manner, oral or written, will not be considered. Proposals cannot be changed or withdrawn after the proposal due date and time listed on the coversheet of this RFP.

8.0 Errors in the Proposal

If errors are found in a proposal, the AOC may reject the proposal; however, AOC may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the vendor (if selected for the award of the agreement), the vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the proposal.

9.0 Rights to Reject or Award Proposals

- 9.1 The AOC may reject any or all proposals and may or may not waive an immaterial deviation or defect in a proposal. The AOC's waiver of an immaterial deviation or defect shall in no way modify the solicitation document or excuse a vendor from full compliance with solicitation document specifications. The AOC reserves the right to accept or reject any or all of the items in the proposal, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the AOC's best interest. Moreover, the AOC reserves the right to make no selection if proposals are deemed to be outside the fiscal constraint or against the best interest of the State of California.
- 9.2 In addition to the right to reject any and all proposals, in whole or in part, the AOC also reserves the right to issue similar RFPs in the future. This RFP is in no way an agreement, obligation, or contract and in no way is the AOC or the State of California responsible for the cost of preparing the proposal. One (1) copy of a submitted proposal will be retained for official files and becomes a public record.
- 9.3 Vendors are specifically directed NOT to contact any AOC or its personnel or consultants for meetings, conferences, or discussions that are specifically related to this RFP at any time prior to any award and execution of a contract. Unauthorized contact with any AOC or its personnel or consultants may be cause for rejection of the vendor's proposal.

10.0 Evaluation process

- 10.1 An evaluation team will review in detail all proposals that are received to determine the extent to which they comply with solicitation document requirements.
- 10.2 If a proposal fails to meet a material solicitation document requirement, the proposal may be rejected. A deviation is material to the extent that a response is not in substantial accord with solicitation document requirements. Material deviations cannot be waived. Immaterial deviations may cause a proposal to be rejected.
- 10.3 Proposals that contain false or misleading statements may be rejected if in the AOC's opinion the information was intended to mislead the state regarding a requirement of the solicitation document.
- 10.4 During the evaluation process, the AOC may require a vendor's representative to answer questions with regard to the vendor's proposal. Failure of a vendor to

demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.

11.0 Protest procedure

11.1 General

Failure of a vendor to comply with the protest procedures set forth in this Section J, will render a protest inadequate and non-responsive, and will result in rejection of the protest.

11.2 Prior to Submission of Proposal

An interested party that is an actual or prospective proposer with a direct economic interest in the procurement may file a protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the due date and time for submittal of proposals, as set forth on the RFP cover memo. The protestor shall have exhausted all administrative remedies discussed in this Attachment 1 prior to submitting the protest. Failure to do so may be grounds for denying the protest.

11.3 After Notice of Intent to Award/Not to Award

A vendor submitting a proposal may protest the AOC's intent to award based upon allegations of improprieties occurring during the proposal evaluation or selection period if it meets all of the following conditions:

- a. The vendor has submitted a proposal that it believes to be responsive to the solicitation document;
- b. The vendor believes that its proposal meets the administrative and technical requirements of the solicitation, proposes services of proven quality and performance, and offers competitive cost/pricing; and,
- c. The vendor believes that the AOC has incorrectly selected another vendor submitting a proposal for an award.

Protests must be received no later than five (5) business days after the protesting party receives a notice of intent not to award.

11.4 Form of Protest

A vendor who is qualified to protest should submit the protest to the individual addressed under Submission of Proposals, as set forth in the RFP cover memo, who will forward the matter to the appropriate Contracting Officer.

- a. The protest must be in writing and sent by certified, or registered mail, or overnight delivery service (with proof of delivery), or delivered personally to the address noted on the RFP cover memo under Submission of Proposals. If the protest is hand-delivered, a receipt must be requested.
- b. The protest shall include the name, vendor, address, telephone and facsimile numbers, and email address of the party protesting or their representative.
- c. The title and number of the solicitation document under which the protest is submitted shall be identified.
- d. A detailed description of the specific legal and factual grounds of protest and any supporting documentation shall be included.
- e. The specific ruling or relief requested must be stated.

The AOC, at its discretion, may make a decision regarding the protest without requesting further information or documents from the protestor. Therefore, the initial protest submittal must include all grounds for the protest and all evidence available at the time the protest is submitted. If the protestor later raises new grounds or evidence that was not included in the initial protest but which could have been raised at that time, the AOC will not consider such new grounds or new evidence.

11.5 Determination of Protest Submitted Prior to Submission of Proposal

Upon receipt of a timely and proper protest based on allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal, the AOC will provide a written determination to the protestor prior to the date and time for submittal of proposals, as set forth on the RFP cover memo. If required, the AOC may extend such proposal due date and time to allow for a reasonable time to review the protest. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

11.6 Determination of Protest Submitted After Submission of Proposal

Upon receipt of a timely and proper protest, the AOC will investigate the protest and will provide a written response to the vendor within a reasonable time. If the AOC requires additional time to review the protest and is not able to provide a response within ten (10) business days, the AOC will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below. The AOC, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the agreement.

11.7 Appeals Process

The Contracting Officer's decision shall be considered the final action by the AOC unless the protesting party thereafter seeks an appeal of the decision by filing a request for appeal with the AOC's Business Services Manager, at the same address set forth under Submission of Proposal on the RFP cover memo, within five (5) calendar days of the issuance of the Contracting Officer's decision.

The justification for appeal is specifically limited to:

- a. Facts and/or information related to the protest, as previously submitted, that were not available at the time the protest was originally submitted;
- b. Contracting Officer's decision contained errors of fact, and that such errors of fact were significant and material factors in the Contracting Officer's decision; or
- c. Decision of the Contracting Officer was in error of law or regulation.

The vendor's request for appeal shall include:

- a. Name, vendor, address, telephone and facsimile numbers, and email address of the vendor filing the appeal or their representative;
- b. Copy of the Contracting Officer's decision;
- c. Legal and factual basis for the appeal; and
- d. Ruling or relief requested. Issues that could have been raised earlier will not be considered on appeal.

Upon receipt of a request for appeal, the AOC's Business Services Manager will review the request and the decision of the Contracting Officer and shall

issue a final determination. The decision of the AOC's Business Services Manager shall constitute the final action of the AOC.

11.8 Protest Remedies

If the protest is upheld, the AOC will consider all circumstances surrounding the procurement in its decision for a fair and reasonable remedy, including the seriousness of the procurement deficiency, the degree of prejudice to the protesting party or to the integrity of the competitive procurement system, the good faith efforts of the parties, the extent of performance, the cost to the AOC, the urgency of the procurement, and the impact of the recommendation(s) on the AOC. The AOC may recommend any combination of the following remedies:

- a. Terminate the contract for convenience;
- b. Re-solicit the requirement;
- c. Issue a new solicitation;
- d. Refrain from exercising options to extend the term under the contract, if applicable;
- e. Award a contract consistent with statute or regulation; or
- f. Other such remedies as may be required to promote compliance.

12.0 Disposition of materials

All materials submitted in response to this solicitation document will become the property of the State of California and will be returned only at the AOC's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal as it may be made available to the public.

13.0 Payment

Payment terms will be specified in any agreement that may ensue as a result of this solicitation document.

14.0 Award and Execution of Agreement

- 14.1 Award of contract, if made, will be in accordance with the solicitation document to a responsible vendor submitting a proposal compliant with all the

requirements of the solicitation document and any addenda thereto, except for such immaterial defects as may be waived by the AOC.

- 14.2 The AOC reserves the right to determine the suitability of proposals for contracts on the basis of a proposal's meeting administrative requirements, technical requirements, its assessment of the quality of service and performance of items proposed, and cost/pricing.
- 14.3 The AOC will make a reasonable effort to execute any contract based on this solicitation document within sixty (60) days of selecting a proposal that best meets its requirements. However, exceptions taken by a vendor may delay execution of a contract.
- 14.4 A vendor submitting a proposal must be prepared to use the attached Contract Terms rather than its own contract form.
- 14.5 Upon award of the agreement, the agreement shall be signed by the vendor(s) in two (2) original contract counterparts and returned, along with the required attachments, to the AOC no later than ten (10) calendar days of receipt of agreement form or prior to end of June if award is to encumber funds prior to fiscal year-end. The period for execution may be changed by mutual agreement of the parties. Agreements are not effective until executed by both parties and approved by the appropriate AOC officials. Any work performed prior to receipt of a fully executed agreement shall be at vendor(s)' own risk.

15.0 Failure to Execute the Agreement

Failure to execute the agreement within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the successful vendor(s) refuse or fail to execute the agreement, the AOC may award the agreement to the next qualified vendor(s).

16.0 Decision

Questions regarding the AOC's award of any business on the basis of proposals submitted in response to this solicitation document, or on any related matter, should be addressed to Solicitations Mailbox (solicitations@jud.ca.gov).

17.0 News releases

News releases pertaining to the award of a contract may not be made without prior written approval of the AOC's Business Services Manager.

JUDICIAL COUNCIL OF CALIFORNIA
ADMINISTRATIVE OFFICE OF THE COURTS
STANDARD PROVISIONS

EXHIBIT A

1. Indemnification

The Contractor shall indemnify, defend (with counsel satisfactory to the State), and save harmless the State and its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, Materials, Data, or services in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

2. Relationship of Parties

The Contractor and the agents and employees of the Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

3. Termination for Cause

The State may terminate this Agreement and be relieved of the payment of any consideration to the Contractor if the Contractor fails to perform the provisions of this Agreement at the time and in the manner provided. If the Agreement is terminated, the State may proceed with the Work in any manner it deems proper. The cost to the State to perform this Agreement shall be deducted from any sum due the Contractor under this Agreement or any other agreement, and the balance, if any, shall be paid to the Contractor upon demand.

4. No Assignment

Without the written consent of the State, the Contractor shall not assign this Agreement in whole or in part.

5. Time of Essence

Time is of the essence in this Agreement.

6. Validity of Alterations

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by the parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

7. Consideration

The consideration to be paid to the Contractor under this Agreement shall be compensation for all the Contractor's expenses incurred in the performance of this Agreement, including travel and per diem, unless otherwise expressly provided.

END OF EXHIBIT A

EXHIBIT B
SPECIAL PROVISIONS

1. Definitions

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. **"Administrative Director"** refers to that individual, or authorized designee, empowered by the State to make final and binding executive decisions on behalf of the State.
- B. **"Amendment"** means a written document issued by the State and signed by the Contractor which alters the Contract Documents and identifies the following: (1) a change in the Work; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.

- C. **“Confidential Information”** means trade secrets, financial, statistical, personnel, technical, and other Data and information relating to the State’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- D. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the State and the Contractor, as attached to and incorporated by a fully executed State Standard Agreement form. The terms **“Contract”** or **“Contract Documents”** may be used interchangeably with the term **“Agreement.”**
- E. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the State to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. The **“Contractor”** means the individual, association, partnership, firm, company, consultant, corporation, affiliates, or combination thereof, including joint ventures, contracting with the State to do the Contract Work. The Contractor is one of the parties to this Agreement.
- G. **“Data”** means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- H. **“Day”** means calendar day, unless otherwise specified.
- I. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Contractor shall complete and deliver or submit to the State for acceptance.
- J. **“Force Majeure”** means a delay which impacts the timely performance of Work which neither the Contractor nor the State are liable because such delay or failure to perform was unforeseeable and beyond the control of the party. Acts of Force Majeure include, but are not limited to:
- i. Acts of God or the public enemy;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;

- v. Strike or defensive lockout; and,
 - vi. Unusually severe weather conditions.
- K. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- L. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
 - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- M. **“Project”** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State’s representatives.
- N. The **“State”** refers to the Judicial Council of California / Administrative Office of the Courts (**“AOC”**). The State is one of the parties to this Agreement. The term **“State”** shall also include any individual designated to perform technical and/or administrative functions, as set forth herein.
- O. **“State Standard Agreement”** means the form used by the State to enter into agreements with other parties. Several originally signed, fully executed versions of the State Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual **“Contract Counterpart.”**
- P. **“Subcontractor”** shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the State refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term **“Subcontractor”** includes, at every level and/or tier, all subcontractors, sub-consultants, suppliers, and materialmen.
- Q. **“Task(s)”** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.
- R. **“Third Party”** refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the State or the Contractor, which is not a party to this Agreement.

- S. “**Work**” or “**Work to be Performed**” or “**Contract Work**” may be used interchangeably to refer to the service, labor, Materials, Data, and other items necessary for the execution, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the State. Work may be defined to include Tasks, Deliverables, and/or Submittals, as required by the Contract.

2. Manner of Performance of Work

The Contractor shall complete all Work specified in these Contract Documents to the State's satisfaction and in compliance with the Nondiscrimination/No Harassment Clause, as set forth in this Exhibit B.

3. Termination Other Than for Cause

- A. In addition to termination for cause under Exhibit A, Standard Provisions paragraph 3, the State may terminate this Agreement at any time upon providing the Contractor written Notice at least ten (10) Days before the effective date of termination. Upon receipt of the termination Notice, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the State terminates all or a portion of this Agreement other than for cause, the State shall pay the Contractor for the fair value of satisfactory services rendered before the termination, not to exceed the total Contract Amount.

4. State's Obligation Subject to Availability of Funds

- A. The State's obligation under this Agreement is subject to the availability of authorized funds. The State may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the State, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the State may terminate this Agreement in whole or in part, upon written Notice to the Contractor. Such termination shall be in addition to the State's rights to terminate for convenience or default.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
- i. The State will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
 - ii. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

- C. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.

5. Agreement Administration/Communication

- A. Under this Agreement, the Project Manager, TBD, shall monitor and evaluate the Contractor's performance. All requests and communications about the Work to be Performed under this Agreement shall be made through the Project Manager. Any Notice from the Contractor to the State shall be in writing and shall be delivered the Project Manager as follows:

TBD, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3660

- B. Notice to the Contractor shall be directed in writing to:

TBD

6. Subcontracting

The Contractor shall not subcontract this Agreement or services provided under this Agreement, unless the State agrees to the subcontracting in writing. Any authorized subcontract(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

7. Changes and Amendments

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Project Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure. After the Project Manager reviews the request, a written decision shall be provided to the

Contractor. Amendments to the Agreement shall be authorized via bilateral execution of a State Standard Agreement.

8. Accounting System Requirement

The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or GAAP.

9. Retention of Records

The Contractor shall maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with State and Federal law, a minimum retention period being no less than three (3) years. The retention period starts from the date of the submission of the final payment request. The Contractor is also obligated to protect Data adequately against fire or other damage.

10. Audit

The Contractor shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all Data relating to performance and billing to the State under this Agreement. The Contractor further agrees to maintain such Data for a period of three (3) years after final payment under this Agreement.

11. Insurance Requirements

A. General. The Contractor shall obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, the State shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy shall be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the Work which is the subject of this Agreement.

B. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage and limits no less than the following:

- i. Workers' Compensation at statutory requirements of the State of residency.
- ii. Employers' Liability with limits not less than **\$1,000,000.00** for each accident.

- iii. Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage.
 - iv. Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.
- C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the State. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the State and shall be the sole responsibility of the Contractor.
- D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:
- i. The State, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.
 - ii. To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the State, its officers, officials, employees or agents shall not contribute with the insurance or benefit the Contractor in any way,
 - iii. The Contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- E. The Contractor shall provide the State certificates of insurance satisfactory to the State evidencing all required coverages before Contractor begins any Work under this Agreement, and complete copies of each policy upon the State's request.
- F. If at any time the foregoing policies shall be or become unsatisfactory to the State, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the State, the Contractor shall, upon Notice to that effect from the State, promptly obtain a new policy, and shall submit the same to the State, with the appropriate certificates and endorsements, for approval.
- G. All of the Contractor's policies shall be endorsed to provide advanced written Notice to the State of cancellation, nonrenewal, and reduction in coverage, within fifteen (15) Days, mailed to the following address: Judicial Council, Administrative Office

of the Courts, Business Services Manager, 455 Golden Gate Ave., 7th Floor, San Francisco, CA 94104.

12. Permits and Licenses

The Contractor shall observe and comply with all federal, state, city, and county laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

13. Confidentiality

- A. Both the State and the Contractor acknowledge and agree that in the course of performing the Work under this Agreement, the State may disclose Confidential Information to the Contractor.
- B. The Contractor agrees not to disclose the Confidential Information to any Third Party and to treat it with the same degree of care as it would its own confidential information. It is understood, however, that the Contractor may disclose the State's Confidential Information on a "need to know" basis to the Contractor's employees and Subcontractors and, as directed by the Project Manager, representatives of the State that are working on the Project. All such employees and Subcontractors of the Contractor shall have executed a confidentiality agreement with the Contractor requiring a promise of confidentiality concerning the Contractor's clients and business.
- C. The Contractor shall acquire no right or title to the Confidential Information. The Contractor agrees not to use the Confidential Information for any purpose except as contemplated pursuant to this Agreement. Notwithstanding the foregoing, the Contractor may disclose the Confidential Information (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it; (ii) as appropriate to respond to any summons or subpoena applicable to it; or (iii) to the extent necessary to enforce its rights under this Agreement.

14. Conflict of Interest

- A. The Contractor and employees of the Contractor shall not participate in proceedings that involve the use of State funds or that are sponsored by the State if the person's partner, family, or organization has a financial interest in the outcome of the proceedings. The Contractor and employees of the Contractor shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5)

adverse effects on the confidence of the public in the integrity of the government or this Agreement.

- B. The Contractor certifies and shall require any Subcontractor to certify to the following:

FORMER STATE EMPLOYEES WILL NOT BE AWARDED A CONTRACT FOR TWO (2) YEARS FROM THE DATE OF SEPARATION IF THAT EMPLOYEE HAD ANY PART OF THE DECISION MAKING PROCESS RELEVANT TO THE CONTRACT, OR FOR ONE (1) YEAR FROM THE DATE OF SEPARATION IF THAT EMPLOYEE WAS IN A POLICY MAKING POSITION IN THE SAME GENERAL SUBJECT AREA AS THE PROPOSED CONTRACT WITHIN THE TWELVE (12) MONTH PERIOD OF HIS OR HER SEPARATION FROM state service.

15. Limitation on State's Liability

The State shall not be responsible for loss of or damage to any non-State equipment arising from causes beyond the State's control.

16. Standard of Professionalism

The Contractor shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

17. Covenant Against Gratuities

The Contractor warrants by signing this Agreement that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by the Contractor or any agent, director, or representative of the Contractor, to any officer, official, agent, or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State will have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring, on the open market, any items which the Contractor agreed to supply, shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

18. National Labor Relations Board

By executing this Agreement, the Contractor certifies under penalty of perjury under the laws of the State of California that no more than one (1) final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the

immediately preceding two (2) year period because of the Contractor's failure to comply with an order of the National Labor Relations Board.

19. Drug-Free Workplace

The Contractor certifies that it will provide a drug-free workplace as required by California Government Code, Sections 8355 through Section 8357.

20. Nondiscrimination/No Harassment Clause

- A. During the performance of this Agreement, the Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- B. During the performance of this Agreement, the Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Contractor shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Contractor and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Contractor shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform Work under the Agreement.

21. Americans with Disabilities Act

By signing this Agreement, Contractor assures the State that it complies with applicable provisions of the Americans with Disabilities Act (“**ADA**”) of 1990 (42 U.S.C. Sections

012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

22. California Law

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

23. Severability

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

24. Waiver

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

25. Signature Authority

The parties signing this Agreement certify that they have proper authorization to do so.

26. Survival

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to or subsequent to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

27. Evaluation of Contractor

The State shall evaluate the Contractor's performance under the Agreement.

28. Agreement Term and Options to Renew

- A. The initial term of the Agreement shall commence on TBD and expire on TBD [One year following commencement date] ("Initial Term"). Thereafter, the parties have the option to renew this Agreement for two (2) consecutive Option Terms, as defined below:

First Option Term: TBD [Expiration Date of Initial Term]
through TBD [One year following commencement
date of First Option Term]

Second Option Term: TBD [Expiration Date of First Option Term]
through TBD [One year following commencement
date of Second Option Term]

- B. To exercise each consecutive Option Term, the parties shall amend the Agreement by both executing the standard State Agreement Form a minimum of thirty (30) Days prior to the expiration of the then current term. The terms and conditions of the existing Agreement shall apply once an amendment for the next subsequent consecutive Option Term is executed.
- C. In the event a party elects to decline an Option Term, the declining party shall provide the other party written Notice of that election to decline an Option Term, a minimum of ninety (90) Days prior to commencement of the Option Term in question.

29. Entire Agreement

This Agreement, consisting of all documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the State.

END OF EXHIBIT B

EXHIBIT C
PAYMENT PROVISIONS

1. Compensation

The Contractor's compensation for performing the Work as set forth in Exhibit D, Work to be Performed, shall be at the rates set forth in Exhibit E, Menu Options.

2. Pricing

- A. Menu pricing and selection is as set forth in Exhibit E, and shall not exceed the following California State mandated maximums (inclusive of tax and gratuity):

Breakfast:	\$6.00 per person
Am/Pm break:	\$4.00 per person
Lunch:	\$10.00 per person
Reception/Dinner:	\$18.00 per person

- B. The above pricing includes: set-up, use of linen table cloths, pickup, and delivery. Dinner pricing shall also include a server for buffet lines. No other additional charges shall apply.

3. Method of Payment

- A. All invoices must be presented to Receptionist upon delivery of food.
- B. Each individual invoice must include the following information:
- i. Cost per meal
 - ii. Number of meals served
 - iii. Date of service
 - iv. Name of meeting
 - v. Room name
- C. For tracking purposes, each invoice must have its own specific invoice number.
- D. In an effort to ensure on time payment of invoices, Contractor shall submit monthly statements listing all unpaid invoices, to the attention of the Project Manager or the Project Manager's designee.
- E. The State will make all reasonable efforts to make payment with sixty days of receipt of the Contractor's invoices.
- F. Contractor will provide the AOC with a monthly list of all outstanding (unpaid) invoices.
- G. The Contractor will direct questions or concerns regarding payment of invoices to the Project Manager or the Project Manager's designee.

4. Direct Expenses

All fees and charges noted in this Agreement are inclusive of any and all anticipated Materials, fees, overhead, profits, and other costs and/or expenses incidental to the performance of the specified requirements under this Agreement.

5. Other Expenses

The State shall not consider reimbursement for costs not defined as allowable in this Agreement, including but not limited to any administrative or operating, expenses incurred during the performance of this Agreement.

6. Taxes

The State is exempt from federal excise taxes and no payment will be made for any taxes levied on the Contractor's or any Subcontractor's employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement.

7. Disallowance

If the Contractor claims or receives payment from the State for a service or reimbursement that is later disallowed by the State, the Contractor shall promptly refund the disallowed amount to the State upon the State's request. At its option, the State may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

END OF EXHIBIT C

EXHIBIT D
WORK TO BE PERFORMED

1. Work Requirements

The Contractor shall provide the following Work:

A. Menu:

Prior to introduction of any new items to the printed menu options available, Contractor will schedule a tasting with AOC management staff.

B. Order Placement:

- i. Menu selection changes may be made to a previously placed order up to 24 hours in advance of event time/date.
- ii. Changes in the guaranteed number of meals without penalty (increase or decrease) may be made up to 5 pm, on the day before the event.
- iii. Full cancellation of orders previously placed, may be made up to 24 hours in advance of event time/date.

C. Delivery/Set-up and Pick-up:

- i. All catering orders will include delivery and pick-up at no charge to the AOC.
- ii. All orders shall be delivered and set-up no later than 10 minutes after specified "set-up" time.
- iii. Any orders late by 30 minutes or longer will be at no charge to the AOC.
- iv. All deliveries will be made through the rear building entrance, and via the main elevator bank.
- v. If the main elevator is out of service, the contractor will contact the AOC representative at 916 263-1900, prior to delivery using the main stairwell.
- vi. If the contractor anticipates a late delivery, they will immediately call the AOC representative at 916 263-1900 with an estimated time of arrival.
- vii. 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).
- viii. All catering equipment (serving utensils etc.) must be cleared from the building no earlier than 3:30pm, and no later than 5:00pm on day of delivery (with the exception of days when late afternoon or early evening receptions are scheduled to take place.)
- ix. Dinner orders are to include a server for buffet lines.

D. Presentation/portion size:

- i. The display of catered items must include at a minimum the following items:
 - Carafes are used for orange juice service.

- Linen table clothes are used on buffet surfaces in conjunction with all orders, and will be provided at no additional charge.
 - Professionally printed food labels are used on buffets.
 - All bakery items served (with the exception of bread slices) should be fresh, and not consist of pre-packaged, mass marketed/branded items (e.g., membership warehouse items).
 - ii. Contractor agrees to periodic unscheduled tours of the Contractor's facility by the AOC staff.
 - iii. Portion sizes on all buffet items ordered, will be 1.5 servings per guaranteed attendee.
- E. Inventory:
- The contractor agrees to keep at the AOC, an inventory of a minimum of the following: 50 plates, 50 sets of eating utensils (plastic forks, knives, spoons and paper napkins etc.), and 50 plastic cups, at all times. Contractor agrees to be responsible for monitoring and replenishing inventory as necessary.
2. Problem Resolution
- A. The Contractor shall provide the AOC direct access to Contractor's management contact, in order to provide the AOC immediate and accurate information and problem resolution.
 - B. The Contractor shall ensure prompt problem resolution, with appropriate and concise follow-up to the Project Manager or the Project Manager's designee.

END OF EXHIBIT D

EXHIBIT E
MENU OPTIONS

[Menu/Order Form to be inserted here]

END OF EXHIBIT E