

**SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF KERN  
REQUEST FOR APPLICATION No. RFA-2022-07**

**By: Ms. Leticia Rojo, Supervising Buyer**

**Date: 5/4/2022**

**Due Date: May 20, 2022**

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The Superior Court of California, County of Kern (the "Court") is seeking Food Truck Services to be set up outside of the Superior Court Building located at 1415 Truxtun Avenue, Bakersfield, CA 93301.

Interested vendors may submit the completed application attached, see Attachment -1. This Request for Application form must be signed below and submitted to the Court as part of your response package.

**Application Due Date and Time:** No later than 3:00 p.m. on Friday, May 20<sup>th</sup>, 2022. The Court must receive the application package before the Quote Due Date and Time indicated.

**Submit application package Via:**

- E-Mail to: [purchasing@kern.courts.ca.gov](mailto:purchasing@kern.courts.ca.gov) OR
- Deliver to: 1415 Truxtun Ave., Rm 212, Bakersfield, CA 93301

**Questions:**

All questions regarding the Food Truck Services Application process must be submitted in writing to Leticia Rojo at [leticia.rojo@kern.courts.ca.gov](mailto:leticia.rojo@kern.courts.ca.gov)

**Application package shall include the following;**

- 1. This form completed and signed**
- 2. Attachment – 1 Application Form**
- 3. Current Menu and Pricing**
- 4. Environmental Health Permit**
- 5. CA Sellers Permit**
- 6. Other Certifications required to provide these services**
- 7. Proof of insurance**
- 8. Exhibit A – Darfur Contracting Act Certification completed and signed**

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**Award Basis:**

- Qualified applicants will be considered and added to the Rotating list based on the number of applications received.
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**Notes:**

1. Vendor must submit a copy of its California Sellers’s Permit with its quote (see the Rules Governing Non-IT and IT Goods and Services RFQ (available at <https://www.courts.ca.gov/documents/jbcl-manual.pdf>) for additional details.

**The Superior Court of California, County of Kern encouraged the following vendors providing Mobile Food Truck Services to submit applications:**

1. **DVBE (Disable Veteran Business Enterprise)**
2. **SBE (Small Business Enterprise)**
3. **BEP (Business Enterprise Program)**

**Please provide documentation and certification number, see terms and conditions attached for instructions.**

If selected by the Court, Vendor agrees (i) to provide the requested Mobile Food Truck Services to the Court at the prices specified in the menu and pricing provided in the application, (ii) to deliver the Mobile Food Truck Services to the Court by the dates specified, and (iii) that the services will be governed solely by the Courts Purchase Order Terms and Conditions (attached) without regard to any additional or other terms and conditions proposed by Vendor.

Vendor acknowledges that this RFA is governed by the Court’s Rules Governing Non-IT and IT Goods and Services RFQs (attached).

Submitted by: \_\_\_\_\_  
\_\_\_\_\_  
(Print or type name and title)

Vendor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Email: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
TAX ID: \_\_\_\_\_

## Rules Governing Non-IT and IT Goods and Services RFQs

1	<p><b>Submission of Quotes.</b> Vendor must sign and submit its quote using the Court’s form. Quotes may be submitted by mail (to the address specified on the quote) or by fax (to the fax number specified on the quote). Quotes sent to any other address or fax number will not be considered. The Court must receive the quote on or before the Quote Due Date and Time. Late quotes will not be accepted.</p>
2	<p><b>Faxed Quotes.</b> All pages of a faxed quote received before the Quote Due Date and Time will be considered the complete quote. Please be advised that there may be a heavy demand placed on the fax machine receiving quotes and the Court assumes no responsibility if Vendor cannot transmit its quote via fax, or if the entire quote is not received before the Quote Due Date and Time.</p>
3	<p><b>Process.</b> Before the Quote Due Date and Time, the Court may cancel the RFQ for any or no reason. After the Quote Due Date and Time, the Court may reject all quotes and cancel the RFQ if the Court determines that: (i) the quotes received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court. The Court reserves the right to accept or reject any or all of the items in the quote, to award the contract in whole or in part and/or negotiate any or all items with a vendor if it is deemed in the Court’s best interest. The RFQ is not an order, agreement, or obligation on behalf of the Court, and in no way is the Court responsible for the cost of preparing the quote.</p>
4	<p><b>Offer Period.</b> Vendor may withdraw its quote at any time before the Quote Due Date and Time by notifying the Court in writing of its withdrawal. The notice must be signed by Vendor. Quotes cannot be changed or withdrawn after the Quote Due Date and Time; Vendor’s quote is an irrevocable offer for ninety (90) days following the Quote Due Date and Time.</p>
5	<p><b>Terms.</b> Upon award of the contract, the Court will issue a purchase order (including the Court’s Purchase Order Terms and Conditions) to the selected vendor. Quotes that reference other terms and conditions or propose changes to the Court’s Purchase Order Terms and Conditions, may be rejected. If the selected vendor rejects or attempts to amend or supplement the Court’s purchase order, the Court may cancel the award and award the contract to the next qualified vendor.</p>
6	<p><b>Award Basis.</b> If the “lowest responsive quote” box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the lowest responsive quote. If the “highest scored quote” box is checked, the contract will be awarded (if at all) to the responsible Vendor that submitted the highest scored quote. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected vendors, who may attend the coin toss at their own expense. If the “Rotating list” is checked, the contract will be awarded (if at all) to the qualified Vendor(s) that submitted applications. During the evaluation process, the Court may require Vendor to answer questions or provide clarifications regarding Vendor’s quote. Failure to answer such questions or provide the requested clarifications may result in the quote being deemed non-responsive.</p>
7	<p><b>Seller’s Permit and Payee Data Record.</b> Vendor must submit with its quote, for itself and each of its affiliates that make sales for delivery into California, a copy of either (a) a California seller’s permit issued under Revenue and Taxation Code (“RTC”) 6066 et seq. or (b) a certificate of registration issued under RTC 6226. If awarded the contract, Vendor must complete and submit to the Court a Payee Data Record form.</p>
8	<p><b>Certifications.</b> Vendor certifies: (i) [Darfur Contracting Act] it is not a “scrutinized company” as defined in Public Contract Code (“PCC”) 10476 (applicable if Vendor currently or within the previous three years has had business activities or other operations outside of the United States); (ii) [Congolesse Conflict minerals] it is not a “scrutinized company” as defined in PCC 10490(b), or the goods or services Vendor would provide to the Court are not related to products or services that are the reason Vendor must comply with Section 13(p) of the Securities Exchange Act of 1934; (iii) [DVBE Violation] Vendor is not on the Department of General Services’ (“DGS”) list of firms and persons that have been suspended or debarred from contracting with the state because of a violation of PCC 10115.10, regarding disabled veteran business enterprises (“DVBEs”); and (iv) [Tax delinquency] it is not on the Franchise Tax Board’s list of 500 largest state income tax delinquencies, or the Board of Equalization’s list of 500 largest delinquent sales and use tax accounts.</p>
9	<p><b>DVBE Incentive.</b> Eligibility for and application of the DVBE incentive are governed by the Court’s DVBE Rules and Procedures. Vendor will receive a DVBE incentive if, in the Court’s sole determination, Vendor has met all applicable requirements. DVBE incentive qualification is <b>optional</b>. Failure to qualify for the DVBE incentive will not render a quote non-responsive.</p> <p><b>For lowest responsive quote RFQs:</b> if Vendor receives the DVBE incentive, the dollar amount of its quote will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsive quote. <b>For highest scored quote RFQs:</b> if Vendor receives the DVBE incentive, a specified number of points will be added to the score assigned to Vendor’s quote.</p> <p>To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, Vendor may have an approved Business Utilization Plan (“BUP”) on file with DGS.</p> <p>If Vendor wishes to seek the DVBE incentive:</p> <ol style="list-style-type: none"> <li>1. Vendor must complete and submit with its quote the “Bidder Declaration” document (available from the Court upon request). Vendor must submit with the Bidder Declaration all materials required in the Bidder Declaration.</li> </ol>

	<p>2. Vendor must submit with its quote a “DVBE Declaration” document (available from the Court upon request) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Vendor is itself a DVBE, it must complete and sign the DVBE Declaration. If Vendor will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. <b>NOTE:</b> The DVBE Declaration is not required if Vendor will qualify for the DVBE incentive using a BUP on file with DGS.</p> <p>Failure to complete and submit these forms as required will result in Vendor not receiving the DVBE incentive. In addition, the Court may request additional written clarifying information. Failure to provide this information as requested will result in Vendor not receiving the DVBE incentive. If Vendor receives the DVBE incentive: (i) Vendor will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Vendor must use any DVBE subcontractor(s) identified in its quote unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its quote will constitute a breach of contract. FRAUDULENT MISREPRESENTATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MILITARY AND VETERANS CODE 999.9.</p>
10	<p><b>Errors.</b> If errors are found in a quote, the Court may reject the quote. The Court may, at its sole option, correct arithmetic or transposition errors or both. The Court may or may not waive an immaterial deviation or defect in a quote. The Court’s waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a Vendor from full compliance with RFQ specifications.</p>
11	<p><b>Protests.</b> Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see <a href="http://www.courts.ca.gov/documents/jbcl-manual.pdf">www.courts.ca.gov/documents/jbcl-manual.pdf</a>). Failure to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive and will result in rejection of the protest. The deadline for the Court to receive a solicitation specifications protest is Quote Due Date and Time. Protests should be sent to the Court Contact on the page 1 of the RFQ.</p>
12	<p><b>Confidential information.</b> Quotes are subject to disclosure pursuant to applicable provisions of the PCC and Rule 10.500 of the California Rules of Court. Disclosure will be made regardless of whether the quote (or portions thereof) is marked “confidential,” “proprietary,” or otherwise, and regardless of any statement in the quote (a) purporting to limit the Court’s right to disclose information in the quote, or (b) requiring the Court to inform or obtain the consent of Vendor prior to the disclosure of the quote (or portions thereof). Accordingly, Vendor should not include confidential or proprietary information in its quote.</p>
13	<p><b>Miscellaneous.</b> It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Business and Professions Code 17030. It is unlawful to prohibit a printer or copier cartridge that is sold to a judicial branch entity from being recycled or remanufactured.</p>

EXHIBIT A

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States,

it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the JBE to submit a proposal.

To submit a proposal to the JBE, the proposer must insert its company name and Federal ID Number below and complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Checking Box (for paragraph 1 or 2 below)</i>	

1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the JBE to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the JBE is included with our proposal.*

**OR**

3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

**CERTIFICATION FOR PARAGRAPH 3:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of _____ in the State of _____</i>

EXHIBIT B  
SCOPE OF WORK / PRICING

The Court is seeking Food Truck Services to be set up outside of the Superior Court Building located at 1415 Truxtun Avenue, Bakersfield, CA 93301 for the period from June 1, 2022 through May 31, 2023.

A Scope of work shall include

1. Mobile food services shall be provided for Breakfast and/or Lunch.
2. Days of operation shall be Monday through Friday
3. Hours:
  - a. Breakfast hours from 7:30 a.m. to 10:00 a.m.
  - b. Lunch hours from 11:00 a.m. to 1:30 p.m.
4. Menu and Pricing:

Vendors shall provide a copy of their current menu and pricing for the food services they offer.
5. Start date: Vendor shall be ready to start services by June 1, 2022.
6. Rotation of Mobile Food Services:
  - A. Qualified vendors submitting applications interested in participation will be put on a rotation list based on the number of applications received.
  - B. The rotation will be for three months with an option for the Court to extend to six months.
  - C. The Court will randomly select vendors for breakfast and lunch, unless vendor is able to provide both breakfast and lunch.
  - D. Vendors will be notified at least three months prior to being selected.
7. Initial program trial period:
  - a. The initial program trial period will be for three (3) months with an option for the court to extend to six (6) months.
  - b. The Court will evaluate the program after three (3) months.
  - c. The Courts reserves the right to cancel services after three (3) month
  - d. The Court will notify the vendors by July 31<sup>st</sup>, 2022 if the services will extend beyond the three (3) month trial period.

8. Location:
  - a. The food truck will set up in front of the Superior Court House located at 1415 Truxtun Avenue, Bakersfield, CA 93301.
  - b. Map attached indicates the location to be used for set up, see Exhibit D.
  - c. Maximum available space for Mobile Food truck set up is 25' x 15' including any overhangs. Vendor cannot exceed the allotted space for providing these services.
9. Food Truck must be self-contained with the following:
  - a. Clean water
  - b. Gray water disposal
  - c. Electricity/power
  - d. Cooking fuel
  - e. Food Truck shall be well staffed to avoid long delays in delivery of orders to their customers.
  - f. Food Truck shall be clean in appearance and kept up inside and out
10. Vendor is responsible for clean-up of the immediate areas used by customers and shall remove all trash off premises. Vendor shall at no time use Court trash bins for disposal of trash.
11. Permits/Certifications: Participating vendors shall have all required permits and certifications to operate a Mobile Food Service Truck
12. Insurance: Vendors shall provide proof of insurance to cover their operations, see attached minimum insurance required by the Courts.
13. Subcontractors: No subcontractors will be allowed.

**B Pricing**

1. Vendor shall pay no fees or commission on sales to the Courts for providing these services
2. The Court shall pay no fees to the vendor for providing these services.

**C Agreement**

1. All participating vendors must sign an agreement in the same format as the sample agreement attached as Exhibit C prior to start of services. The sample agreement is for information only and does not need to be completed and submitted with your bid response.

**EXHIBIT C – SAMPLE AGREEMENT**

**SERVICES—SHORT FORM AGREEMENT** rev Jan. 2022

AGREEMENT NUMBER

**[Agreement Number]**

1. In this agreement (the “Agreement”), the term “Contractor” refers to **[Contractor name]**, and the term “JBE” refers to the **[name of the Judicial Branch Entity]**.
2. This Agreement becomes effective as of **[Date]**, (the “Effective Date”) and expires on **[Date]**.
3. The maximum amount that the JBE may pay Contractor under this Agreement is **[Dollar amount]** (the “Maximum Amount”).
4. This Agreement incorporates and the parties agree to the attached provisions labeled “Services—Short Form Agreement Terms.” This Agreement represents the parties’ entire understanding regarding its subject matter.
5. Contractor will perform the following services (the “Services”), and deliver the following work product (the “Work Product”):



**Services:**

Description of Services	<b>[Insert description of Services.]</b>
Completion Date	<b>[Insert completion date; start date can be addressed here too if different from Effective Date, above.]</b>
Acceptance Criteria	<b>[Insert acceptance criteria.]</b>

**Work Product:**

Description of Work Product	<b>[Insert description of Work Product. If there is no Work Product, insert “None.”]</b>
Delivery Date	<b>[Insert delivery date. If there is no Work Product, insert “None.”]</b>
Acceptance Criteria	<b>[Insert acceptance criteria. If there is no Work Product, insert “None.”]</b>

6. The JBE’s project manager is: **[Insert project manager’s name.]**
7. The JBE will pay Contractor as follows: **[Insert payment description.]**

JBE’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>[JBE name]</b>	CONTRACTOR’S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)</i> <b>[Contractor name]</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>	PRINTED NAME AND TITLE OF PERSON SIGNING <b>[Name and title]</b>
DATE EXECUTED <b>[Date]</b>	DATE EXECUTED <b>[Date]</b>
ADDRESS <b>[Use the address of the JBE’s Accounts Payable department]</b>	ADDRESS <b>[Address]</b>



# SERVICES—SHORT FORM AGREEMENT TERMS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.
- B. ACCEPTANCE.** All Services and Work Product are subject to written acceptance by the JBE. The JBE may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the JBE does not signify acceptance of the Services or Work Product.
- C. INTELLECTUAL PROPERTY.** Contractor irrevocably assigns to the JBE all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the JBE a nonexclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The JBE retains all intellectual property rights in any materials it provides to Contractor (the "JBE Materials"). Contractor will hold the JBE Materials in trust and confidence. Contractor will use the JBE Materials solely for performing the Services and creating Work Product created under this Agreement.
- D. INVOICES, PAYMENT AND SETOFF.** After the JBE has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the JBE considers reasonably necessary to permit the JBE to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the JBE rejects any Services or Work Product after payment to Contractor, the JBE may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the JBE, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the JBE's request. Unless Contractor is a governmental entity, the JBE will take no action on invoices submitted before Contractor has completed the JBE's standard payee data record form, which Contractor may obtain from the JBE. Contractor must include with any request for reimbursement from the JBE a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the JBE was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- E. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the JBE, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.
- F. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the JBE's authorized representative.
- G. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the JBE, the State Auditor, or their representatives during normal business hours for inspection and copying.
- H. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE JBE, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE JBE.
- I. TERMINATION.** The JBE may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the JBE terminates this Agreement for convenience, the JBE's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the JBE's directions as to work in progress and the delivery of completed or partially-completed Work Product.
- J. INSURANCE.** Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.
- K. REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the JBE. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the JBE. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- L. ANTITRUST.** Contractor shall assign to the JBE all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the JBE. Such assignment shall be made and become effective at the time the JBE tenders final payment to Contractor. If the JBE receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the JBE any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the JBE as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the JBE shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the JBE has not been injured thereby, or (b) the JBE declines to file a court action for the cause of action.
- M. MISCELLANEOUS.** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the JBE. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the JBE, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in **[Insert county name]** County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the JBE's prior written approval, which may be denied for any or no reason.

# EXHIBIT D

## MOBILE FOOD TRUCK LOCATION

NOT TO EXCEED 25' X 15' INCLUDING ANY OVERHANGS

