

RFP Title: *Café/Food Cart Services*  
RFP Number: 10-2024-CAFE

# REQUEST FOR PROPOSALS

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***SUPERIOR COURT OF CALIFORNIA  
COUNTY OF FRESNO***

**REGARDING:** *Café/Food Cart Services*  
*10-2024-CAFE*

**PROPOSALS DUE:**  
**DECEMBER 13, 2024** NO LATER THAN **4:00** P.M. PACIFIC TIME

## **1.0 BACKGROUND INFORMATION**

The Superior Court of California, County of Fresno ("Court") is seeking proposals from highly qualified café and/or food cart service operators ("Vendor" or "Proposer") for the furnishing of equipment, supplies, and staffing necessary to operate a café, or food carts, for the sale of prepackaged food and hot/cold beverages to staff, attorneys, litigants, and the general public at one or two downtown Fresno courthouse locations.

### **First Location**

The first location is at the Main Courthouse (MCH), 1100 Van Ness Avenue, Fresno, CA 93724 and is dedicated to criminal and dependency case filings. On average, the MCH location has 1,600 monthly visitors and approximately 425 staff including, but not limited to judicial officers, court staff, and attorneys.

### **Second Location**

The second location is at the B.F. Sisk Courthouse (Sisk), 1130 O Street, Fresno, CA 93721 and is dedicated to civil and family law case filings. On average, this location has 600 monthly visitors and approximately 310 staff including, but not limited to judicial officers, court staff, and attorneys.

Both locations are open to the public from 8:00 a.m. to 5:00 p.m., Monday through Friday and are closed on weekends and court holidays.

## **2.0 DESCRIPTION OF SERVICES AND DELIVERABLES**

The Court is requesting proposals from highly qualified vendors with expertise in providing café and/or food carts services as described in Attachment 6, Scope of Work, incorporated into this Request for Proposal.

## **3.0 PERIOD OF PERFORMANCE**

The Court intends to award up to two contracts. Each contract will come with ongoing terms until terminated by either party.

#### 4.0 TIMELINE FOR THIS RFP

The Court has developed the following list of key events related to this RFP. All dates are subject to change at the discretion of the Court.

EVENT	DATE
RFP issued	<i>Monday, November 4, 2024</i>
Deadline for Notice of Attendance at the Pre-proposal Site Visit	<i>Wednesday, November 13, 2024</i>
Pre-proposal Site Visit ( <b>Mandatory</b> )	<i>Thursday, November 14, 2024</i>
Deadline for questions	<i>Wednesday, November 20, 2024</i>
Questions and answers posted	<i>Friday, November 22, 2024</i>
Latest date and time proposal may be submitted	<b>Friday, December 13, 2024, 4 p.m.</b>
Anticipated interview dates ( <i>estimate only</i> )	<i>Week of December 16-20, 2024</i>
Evaluation of proposals ( <i>estimate only</i> )	<i>December 23-January 3, 2025</i>
Notice of Intent to Award ( <i>estimate only</i> )	<i>Week of January 6, 2025</i>
Negotiations and execution of contract ( <i>estimate only</i> )	<i>January 2025/February 2025</i>
Contract start date ( <i>estimate only</i> )	<i>March 1, 2025</i>

## 5.0 RFP ATTACHMENTS

ATTACHMENT	DESCRIPTION
<b>Attachment 1:</b> Administrative Rules Governing RFPs (Non-IT Services)	These rules govern this solicitation.
<b>Attachment 2:</b> General Certifications Form	The Proposer must complete the General Certifications Form and submit the completed form with its proposal.
<b>Attachment 3:</b> Darfur Contracting Act Certification	The Proposer must complete the Darfur Contracting Act Certification and submit the completed certification with its proposal.
<b>Attachment 4:</b> Unruh and FEHA Certification	The Proposer must complete the Unruh Civil Rights Act and California Fair Employment and Housing Act Certification.
<b>Attachment 5:</b> DVBE Incentive	For Proposers claiming the DVBE incentive, the Proposer must complete the DVBE Declaration and Bidder Declaration forms to receive the 3% incentive. See Section 14.0.
<b>Attachment 6:</b> Scope of Work	This document details the requested services (Scope of Work) and is incorporated by reference into this Request For Proposal (RFP).
<b>Attachment 7:</b> Judicial Council of California (JCC) Revocable Non-Exclusive License for Use of Real Property For Food Service Facility (JCC License Agreement)	The awarded Proposer(s) must sign a JCC, License Agreement. See external Attachment 7 on the Court's website.

## 6.0 PAYMENT INFORMATION

There is no rental or lease payment payable to the Court for the duration of the contract. Payments will be a percentage of the gross receipts resulting from all concession sales. The percentage amount shall be determined and payable to the JCC.

## 7.0 PRE-PROPOSAL SITE VISIT

The Court will hold a pre-proposal site visit on the date identified in the timeline noted in Section 4.0 above. The pre-proposal site visit will commence at the Court's offices at 1100 Van Ness, Fresno, CA 93724, Floor B2.

Attendance at the pre-proposal site visit is **MANDATORY**. Each Proposer must be certain to check in at the pre-proposal site visit, as the attendance list will be used to ascertain compliance with this requirement. The Court will reject a proposal from any Proposer who did not attend the pre-proposal site visit.

## 8.0 SUBMISSIONS OF PROPOSALS

8.1 Proposals should provide straightforward, concise information that satisfies the requirements of the "Proposal Contents" section below. Emphasis should be placed on conformity to the RFP's instructions and requirements, and completeness and clarity of content.

8.2 The Proposer must submit its proposal in electronic version via email. The file must be in PDF, Microsoft Word, or Excel format and is limited to 25MB in size.

8.3 Proposals must be delivered by the date and time listed on the coversheet of this RFP to:

[solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov)

8.4 Late proposals will not be accepted.

8.5 The Court will not accept proposals that are hand-delivered or delivered by a carrier or mail service provider.

## 9.0 PROPOSAL CONTENTS

9.1 Technical Proposal. The following information must be included in the technical proposal. A proposal lacking any of the following information may be deemed non-responsive.

- a. Name, title, address, telephone number, and email address of the individual who will act as the Proposer's designated representative for purposes of this RFP.

- b. A narrative background of the Proposer's ability and experience in providing concession or other food experience. The Proposer must currently operate or have a minimum of 3+ years of experience operating a similar type of food establishment.
- c. Provide a list of related job experience, with the most recent listed first, including 1) name of the business, 2) length of the business, 3) job description when employed by the business, and 4) reason for leaving the business or closure of business.
- d. Names, addresses, and telephone numbers of a minimum of two (2) references for whom the Proposer has conducted similar services. Of the two (2) references, one (1) must be relevant to a food operation. The Court may check references listed by the Proposer.
- e. Proposed method and plan for the café and/or food cart services which includes at minimum the following information:
  - (1) The type of service the Proposer plans to provide: café and/or food cart services.
  - (2) Locations where service will be provided: one or both courthouses. If only one, name which location – MCH or Sisk.
  - (3) Plans for preparation and size of equipment to be provided by the Proposer.
  - (4) Plans to comply with all county and state health code requirements.
  - (5) A detailed proposed menu and prices for food and drink items. (Due to court security, no glass or metal-ware is permitted to be served. Other material, such as plastic is permitted.)
  - (6) A plan of the routine cleaning and maintenance schedule to assure clean and properly working equipment.
  - (7) Provide detailed methods to ensure safe handling of food and drinks.
  - (8) Description of the business plan to ensure the service will be open during all court business days and staff member work schedules.
  - (9) Resumes of additional staff members.
  - (10) Copies of Proposer's (and any subcontractors') current business license and food safety certifications.

- f. Certifications, Attachments, and other requirements.
- (1) The Proposer must complete the Darfur Contracting Act Certification (Attachment 3) and submit the completed certification with its proposal.
  - (2) If Contractor is a California corporation, limited liability company ("LLC"), limited partnership ("LP"), or limited liability partnership ("LLP"), proof that Contractor is in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor conducts or will conduct (if awarded the contract) intrastate business in California, proof that Contractor is qualified to do business and in good standing in California. If Contractor is a foreign corporation, LLC, LP, or LLP, and Contractor does not (and will not if awarded the contract) conduct intrastate business in California, proof that Contractor is in good standing in its home jurisdiction.
  - (3) Proposer must submit with its proposal, 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 section 6066 et seq. or (b) a certificate of registration issued under Revenue and Taxation Code section 6226.
  - (4) Copies of the Proposer's (and any subcontractors') current business license, Food Vendor Permit, California Food Handler Card(s) and Food Manager Certification.

**NOTE:** 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 Section 17030 of the Business and Professions Code.

## **10.0 OFFER PERIOD**

A Proposer's proposal is an irrevocable offer for ninety (90) days following the proposal due date. In the event a final contract has not been awarded within this period, the Court reserves the right to negotiate extensions to this period.

## **11.0 EVALUATION OF PROPOSALS**

At the time proposals are opened, each proposal will be checked for the presence or absence of the required proposal contents.

The Court will evaluate the proposals on a 100-point scale using the criteria set forth in the table below. Award, if made, will be to the highest-scored proposal.

If a contract will be awarded, the Court will post an intent to award notice at <https://www.fresno.courts.ca.gov/general-information/procurement>.

<b>CRITERIA</b>	<b>MAXIMUM NUMBER OF POINTS</b>
<i>Quality of work plan submitted</i>	30
<i>Experience with similar assignments</i>	30
<i>Product pricing</i>	20
<i>Business License and Certifications</i>	12
<i>Acceptance of the Terms and Conditions</i>	5
<i>DVBE Incentive</i>	3

## 12.0 INTERVIEWS

The Court may conduct interviews with Proposers to clarify aspects set forth in their proposals or to assist in finalizing the ranking of top-ranked proposals. The interviews may be conducted in person, virtually or by phone. If conducted in person, interviews will likely be held at the Court's offices. The Court will not reimburse Proposers for any costs incurred in traveling to or from the interview location. The Court will notify eligible Proposers regarding interview arrangements.

## 13.0 CONFIDENTIAL OR PROPRIETARY INFORMATION

**PROPOSALS ARE SUBJECT TO DISCLOSURE TO THIRD PARTIES AND MEMBERS OF THE PUBLIC PURSUANT TO APPLICABLE LAWS, INCLUDING PUBLIC DISCLOSURE PURSUANT TO RULE 10.500 OF THE CALIFORNIA RULES OF COURT.** Except as required by law, the Court will not disclose social security numbers submitted by a Proposer that is not a publicly-traded corporation. All other information in proposals may be disclosed in response to applicable public records requests, or as otherwise required by law. Such disclosure may be made regardless of whether the proposal (or portions thereof) is marked "confidential," "proprietary," "copyright ©," or otherwise, and regardless of any statement in the proposal (a) purporting to limit the Court's right to disclose information in the proposal, or (b) requiring the Court to inform or obtain the consent of the Proposer prior to the disclosure of the proposal (or portions thereof). Any proposal that is password protected, or contains portions that are password protected, may be rejected. Submission of any proposal pursuant to this RFP constitutes acknowledgment and consent by the Proposer to the potential public disclosure of its proposal content, pursuant to this Section 13.0. **Proposers are accordingly cautioned not to include confidential, proprietary, or privileged information in proposals.**



#### **14.0 DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive.

Eligibility for and application of the DVBE incentive is governed by the Court's DVBE Rules and Procedures. Proposer will receive a DVBE incentive if, in the Court's sole determination, Proposer has met all applicable requirements. If Proposer receives the DVBE incentive, the score assigned to its proposal will be increased by an amount equal to 3% of the total possible points.

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, for solicitations of non-IT goods and IT goods and services, Proposer may have an approved Business Utilization Plan ("BUP") on file with the California Department of General Services ("DGS").

If Proposer wishes to seek the DVBE incentive:

1. Proposer must complete and submit with its proposal the Bidder Declaration (found on the Court's website). Proposer must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Proposer must submit with its proposal a DVBE Certification Declaration (found on the Court's website) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Proposer is itself a DVBE, it must complete and sign the DVBE Declaration. If Proposer will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. **NOTE:** The DVBE Declaration is not required if Proposer will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Proposer 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 Proposer not receiving the DVBE incentive.

If Proposer receives the DVBE incentive: (i) Proposer will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Proposer must use any DVBE subcontractor(s) identified in its proposal unless the Court approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its proposal will constitute a breach of contract.

If using DVBE subcontractors, the Proposer must complete and return to the Court a copy of the post-contract certification form (<https://www.courts.ca.gov/documents/JBCM-Post-Contract-Certification-Form.docx>), promptly upon completion of the awarded contract, and by no later than the date of submission of Proposer's final invoice to the Court. If the Proposer fails to do so, the Court will withhold \$10,000 from the final payment, or withhold the full payment if it is less than \$10,000, until the Proposer submits a complete and accurate post-contract certification form.

When a Proposer fails to comply with the post-contract certification requirement in this section and a payment withhold is applied to a contract, the Court shall allow the Proposer to cure the deficiency after written notice. Notwithstanding the foregoing or any other law, if after at least 15 calendar days, but no more than 30 calendar days, from the date of the written notice the Proposer refuses to comply with the certification requirements, the Court shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

**FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.**

## **15.0 PROTESTS**

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contracting Manual (see [www.courts.ca.gov/documents/jbcl-manual.pdf](http://www.courts.ca.gov/documents/jbcl-manual.pdf)). Failure of a Proposer 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 December 11, 2024. Protests must be sent to:

[solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov)

**ATTACHMENT 1  
ADMINISTRATIVE RULES GOVERNING RFPs  
(NON-IT SERVICES)**

**1. Communications with the Court Regarding the RFP**

Except as specifically addressed elsewhere in the RFP, Proposers must send any communications regarding the RFP to [solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov) (the "Solicitations Mailbox"). Proposers must include the RFP Number in subject line of any communication.

**2. Questions Regarding the RFP**

Proposers interested in responding to the RFP may submit questions via email to the Solicitations Mailbox on procedural matters related to the RFP or requests for clarification or modification of the RFP no later than the deadline for questions listed in the timeline of the RFP. Once submitted, questions become part of the procurement file and are subject to disclosure; Proposers are accordingly cautioned not to include any proprietary or confidential information in questions. If the Proposer is requesting a change, the request must set forth the recommended change and the Proposer's reasons for proposing the change. Questions or requests submitted after the deadline for questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court's responses will be made available prior to the proposal due date and time.

**3. Knowledge of Requirements**

Proposers shall carefully review all documents referenced and made a part of the solicitation document to ensure that all information required to properly respond has been submitted or made available and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction will be at the Proposer's sole risk.

Proposers shall be responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court issued clarifications, modifications, amendments, or addenda. The Court will provide notice to prospective Proposers by posting addenda and clarifications to the Court website; however, it is the Proposer's responsibility to ascertain that the proposal includes all addenda issued prior to the Proposal Due Date.

**4. Errors in the RFP**

A. If, before the proposal due date and time listed in the timeline of the RFP, a Proposer discovers any ambiguity, conflict, discrepancy, omission, or error in the RFP, the Proposer must immediately notify the Court via email to the Solicitations Mailbox and request modification or clarification of the RFP. Without disclosing the source of the request, the Court may modify

the RFP before the proposal due date and time by releasing an addendum to the solicitation.

- B. If a Proposer fails to notify the Court of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, before the proposal due date and time listed in the timeline of the RFP, the Proposer shall propose at its own risk. Furthermore, if the Proposer is awarded the agreement, the Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

## **5. Addenda**

- A. The Court may modify the RFP before the proposal due date and time listed in the timeline of the RFP by issuing an addendum which will be posted on the Court's website ([www.fresno.courts.ca.gov/general-information/procurement](http://www.fresno.courts.ca.gov/general-information/procurement)). It is each Proposer's responsibility to inform itself of any addendum.
- B. If any Proposer determines that an addendum unnecessarily restricts its ability to propose, the Proposer shall immediately notify the Court via email to the Solicitations Mailbox no later than one day following issuance of the addendum.

## **6. Withdrawal and Resubmission/Modification of Proposals**

A Proposer may withdraw its proposal at any time before the deadline for submitting proposals by notifying the Court in writing of its withdrawal. The notice must be signed by the Proposer. The Proposer may thereafter submit a new or modified proposal, provided that it is received at the Court no later than the proposal due date and time listed in the timeline of the 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 in the timeline of the RFP.

## **7. Errors in the Proposal**

If errors are found in a proposal, the Court may reject the proposal; however, the Court 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 Proposer (if selected for the award of the agreement), the Proposer 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.

## **8. Right to Reject Proposals**

- A. Before the proposal due date and time listed in the timeline of the RFP, the Court may cancel the RFP for any or no reason. After the proposal

due date and time listed in the timeline of the RFP, the Court may reject all proposals and cancel the RFP if the Court determines that: (i) the proposals received do not reflect effective competition; (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.

- B. The Court may or may not waive an immaterial deviation or defect in a proposal. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFP or excuse a Proposer from full compliance with RFP specifications. Until a contract resulting from this RFP is signed, the Court 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 Proposers if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any Proposer.
- C. The Court reserves the right to issue similar RFPs in the future. The RFP is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the proposal.
- D. Proposers are specifically directed **NOT** to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFP at any time between release of the RFP and any award and execution of a contract. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the Proposer's proposal.

## 9. Evaluation Process

- A. An evaluation team will review all proposals that are received by the appropriate deadline to determine the extent to which they comply with the RFP requirements.
- B. Proposals that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFP.
- C. During the evaluation process, the Court may require a Proposer's representative to answer questions with regard to the Proposer's proposal. Failure of a Proposer to demonstrate that the claims made in its proposal are in fact true may be sufficient cause for deeming a proposal non-responsive.
- D. 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 Proposers, who may attend the coin toss at their own expense.

**10. Disposition of Materials**

All materials submitted in response to the RFP will become the property of the Court and will be returned only at the Court's option and at the expense of the Proposer submitting the proposal.

**11. Payment**

Payment terms will be specified in the JCC License Agreement that may ensue as a result of the RFP.

**12. Award and Execution of Agreement**

- A. Award of contract, if made, will be in accordance with the RFP to a responsible Proposer submitting a proposal compliant with all the requirements of the RFP and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.
- B. A Proposer submitting a proposal must be prepared to use a JCC License Agreement rather than its own contract form.
- C. The Court will make a reasonable effort to execute any contract based on the RFP within forty-five (45) days of selecting a proposal that best meets its requirements. However, exceptions taken by a Proposer may delay execution of an agreement.
- D. Upon award of the agreement, the Proposer will work with the JCC to execute and finalize an Agreement. Agreements are not effective until executed by both parties. Any work performed before receipt of a fully-executed agreement shall be at the Proposer's own risk.

**13. Failure to Execute the Agreement**

The period for execution set forth in Section 12 ("Award and Execution of Agreement") may only be changed by mutual agreement of the parties. Failure to execute the agreement within the time frame identified above constitutes sufficient cause for voiding the award. Failure to comply with other requirements within the set time constitutes failure to execute the agreement. If the successful Proposer refuses or fails to execute the agreement, the Court may award the agreement to the next qualified Proposer.

**14. News Releases**

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Public Services and Media Coordinator.

**15. Anti-trust Claims**

- A. In submitting a proposal to the Court, the Proposer offers and agrees that if the proposal is accepted, the Proposer will assign to the Court 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 the Proposer for sale to the Court pursuant to the proposal. Such assignment shall be made and become effective at the time the Court tenders final payment to the Proposer. (See Government Code section 4552.)
- B. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Proposer shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid.
- C. Upon demand in writing by the Proposer, the Court shall, within one year from such demand, reassign the cause of action assigned under this section if the Proposer has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action. (See Government Code section 4554.)

**16. Americans with Disabilities Act**

The Court complies with the Americans with Disabilities Act (ADA) and similar California statutes. Requests for accommodation of disabilities by Proposers should be directed to the solicitations mailbox ([solicitations@fresno.courts.ca.gov](mailto:solicitations@fresno.courts.ca.gov)) with "RFP Accommodation Request" in the subject line of the email.

[END OF ATTACHMENT 1]

## ATTACHMENT 2 GENERAL CERTIFICATIONS FORM


Check the box below, if agreed, and sign this attachment. Please note that the Court will reject a proposal from a Proposer that does not indicate acceptance of these clauses.

**Conflict of Interest.** Proposer has no interest that would constitute a conflict of interest under California Public Contract Code (PCC) sections 10365.5, 10410 or 10411; Government Code sections 1090 et seq. or 87100 et seq.; or California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

**Suspension or Debarment.** Proposer certifies that neither Proposer nor any of Proposer's intended subcontractors is on the California Department of General Services' 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.

**Tax Delinquency.** Proposer certifies that it is not on either (i) the California Franchise Tax Board's list of 500 largest state income tax delinquencies, or (ii) the California Board of Equalization's list of 500 largest delinquent sales and use tax accounts.

Check box to indicate acceptance of the clauses above.

BY (Authorized Signature) 
PRINTED NAME OF PERSON SIGNING
TITLE OF PERSON SIGNING

[END OF ATTACHMENT 2]



**ATTACHMENT 3  
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 Court to submit a proposal.

To submit a proposal to the Court, the proposer/bidder 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 in paragraph 1 or 2. 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 Court to submit a proposal pursuant to PCC 10477(b). *A copy of the written permission from the Court 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>

[END OF ATTACHMENT 3]

**ATTACHMENT 4**  
**UNRUH CIVIL RIGHTS ACT AND CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT CERTIFICATION**

Pursuant to Public Contract Code (PCC) section 2010, the following certifications must be provided when (i) submitting a bid or proposal to the Court for a solicitation of goods or services of \$100,000 or more, or (ii) entering into or renewing a contract with the Court for the purchase of goods or services of \$100,000 or more.

**CERTIFICATIONS:**

1. We are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code);
2. We are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of the Title 2 of the Government Code);
3. We do not have any policy against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, that is used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code); **and**
4. Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

The certifications made in this document are made under penalty of perjury under the laws of the State of California. I, the official named below, certify that I am duly authorized to legally bind the proposer/bidder/vendor to certifications made in this document.

<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>	

[END OF ATTACHMENT 4]

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**ATTACHMENT 5**  
**DISABLED VETERAN BUSINESS ENTERPRISE INCENTIVE**

Proposers claiming the DVBE incentive must complete the DVBE Bidder Declaration and DVBE Declaration forms found on the Court's website at:

<https://www.fresno.courts.ca.gov/general-information/procurement>

[END OF ATTACHMENT 5]

## **ATTACHMENT 6 SCOPE OF WORK**

- 1. Services.** The Court seeks services from highly qualified café and/or food cart Vendor(s) who own or will purchase, supply, and staff a business that will sell prepackaged food and hot/cold beverages to staff, attorneys, litigants, and the general public at one or more specified locations within specified courthouses.

  - A. Locations for the café and/or food carts are described in Section 1.0 Background Information of this RFP.
  - B. Services are to be provided Monday through Friday, 8:00 a.m. to 5:00 p.m. or as agreed upon by the Court. No services will be provided on weekends or court holidays.
- 2. License Agreement.** The Vendor(s) will be required to enter into a license agreement with the JCC to operate and maintain the service operation. Any resulting license agreement may include provisions for the following: Providing all necessary equipment, including and without limitations, kitchen equipment, cash registers, and anything else necessary to make the facilities fully operational. Rent will be paid to the JCC in the form of a percentage of gross receipts resulting from all concession sales. The percentage amount shall be set and approved by the JCC and shall be in effect for the term of any resulting licensing agreement.
- 3. Operating Policies and Prices.**

  - A. The Vendor(s) and their employees are subject to and must conform to the Court's security rules and regulations at all times.
  - B. The Vendor(s) will work cooperatively with the Court with regard to the Vendor(s) operation.
  - C. The Vendor(s) will cooperate with the Court in determining pricing structure and menus.
    - i. The prices charged should be reasonable and competitive with those charged for comparable services by similar establishments.
    - ii. Menu pricing and portion sizes as submitted in the submitted proposal are binding on the Vendor.
    - iii. Any changes in prices, portion size, or menu are subject to the Court's approval.
  - D. The Vendor(s) and their employees must agree to undergo a background security check. All staff must pass a background check before being allowed to work inside any courthouse. Costs for the initial background checks will be paid by the Court. Costs for subsequent staff will be at the Vendor's expense.

#### **4. Vendor Requirements.**

##### **A. Licenses, Permits and Insurance.**

- i. The Vendor(s) must obtain and maintain all necessary business licenses required to operate the café and/or food cart services throughout the term of the resulting license agreement.
- ii. The Vendor(s) will work with the JCC on all necessary repairs to obtain any Fresno County Public Health Permits in order to operate legally in Fresno County. The permit shall be posted within the premises at all times.
- iii. Neither the JCC, nor the Court, will incur any costs for modifications needed to operate the café and/or food cart services. Any modifications will require written prior approval from the Court and JCC.
- iv. The Vendor(s) must comply with all applicable California Retail Food Facilities Law (Division 104 Part 7).
- v. The Vendor(s) must obtain and maintain all programs of insurance required to operate the café and/or food cart services.

**B. Experience.** Vendor(s) must have a minimum of three (3) years' experience operating a vendor cart, snack bar, café service, or similar establishment. If the vendor(s) have been in business less than three (3) years, they may still qualify if the company's principal(s) personally meet the minimum years of experience from a previous organization providing the same services to the satisfaction of the Court at its discretion.

**C. Facility and Equipment.** The Vendor(s) must conform to the following facility and equipment provisions:

- i. Provide all necessary equipment to make the facilities fully operational.
- ii. Have all equipment installed and ready for operation at the location within three (3) months from execution of the licensing agreement.
- iii. Have experience and proper equipment to serve prepackaged and cold food items.
- iv. Be responsible for maintaining and cleaning the establishments, including the daily disposal of trash and moving garbage cans to the appropriate area.
- v. Be ready to sell food at the times designated by the Court.
- vi. For Vendor(s) with vending cart services, the vending cart(s) must: (a) be wheeled away each day (location distance TBD); (b) have a cover and a refrigeration unit; and, (c) have a display case.

**5. Food Requirements.** The Court's goal is to offer its employees and visitors high quality food service. The Vendor(s) must provide a variety of quality foods consistent with industry standards in comparable food service establishments. The vendor(s) should exercise imagination and creativity in the planning, preparation and serving of food and strive to ascertain customer desires for food with regard to taste, appearance, nutritional value, and variety.

A. Food and drinks for human consumption must be prepared following all food preparation guidelines for the State of California, including guidelines for maintaining the temperatures that are set for food and drinks.

- B. No foods beyond the manufacturer's/processor's established expiration date or time may be served and/or sold.
- C. All food and beverages are to be prepared by Vendor(s) off-site and brought in pre-packaged form. Food items must be packaged individually, such as sandwiches, salads, etc.
- D. No glass bottles or materials of any kind that can be used as a weapon are allowed.

## **6. Vendor and Court Responsibilities**

### **A. Vendor Responsibilities**

- Cleaning up minor drips, spills and leaks in and around café or carts.
- Bringing food items in and out of the building every day.
- Removing filled garbage bags during hours of operation.
- Securing food, drinks, and merchandise (if applicable). The Court will not be responsible for the security of any items belonging to the Proposer or its staff at any time.
- Establishing and maintaining a recycling program for organic material.

### **B. Court Responsibilities**

- Providing a designated space for agreed upon services.
- Providing storage space for non-perishable supplies.
- Cleaning up of major spills.
- Supplying garbage container(s) and plastic bags and emptying garbage, replacing bags, and supplying extra bags.
- Allowing access to janitor's closet to dispose of waste water.
- Ensuring access to the designated space by 7:00 a.m. to allow for delivery of food items.
- Permitting parking close to the building for loading and unloading of food items in the morning and afternoon.
- Issuing identification badges to Proposer's staff that must be visibly worn at all times.
- Supplying electricity (no phone jack).
- Providing access to a water source.
- Supplying advertisement. Any non-court supplied advertisement will need to be approved by the Court prior to use.

## **7. Additional Terms and Conditions**

- A. The Vendor(s) agree to inform the Court of all interest, if any, which are or which Vendor(s) believe are incompatible with any interests of the Court.
- B. The Vendor(s) and their employees shall not offer gifts, gratuity, or favors directly or indirectly to any patrons.
- C. The Vendor(s) shall not use for personal gain or make other improper use of privileged or confidential information that is acquired in connection with the work under this Proposal.

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- D. The Vendor(s) shall prepare and process the payroll for their employees and shall pay all applicable federal and state employment taxes and payroll insurance, including any income, social security and unemployment taxes and worker compensation costs.
- E. The Vendor(s) and their employees, shall adhere to the Vendor/Contractor Access Policy posted on the Court website:  
<https://www.fresno.courts.ca.gov/system/files/vendor-contractor-access-policy.pdf>

[END OF ATTACHMENT 6]

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**ATTACHMENT 7**  
**JCC REVOCABLE NON-EXCLUSIVE LICENSE FOR USE OF**  
**REAL PROPERTY FOR FOOD SERVICE FACILITY**

Proposer(s) awarded a contract will be required to enter into a JCC Revocable Non-Exclusive License for Use of Real Property for Food Service Facility. For a sample see external Attachment 7 on the Court's website where the RFP is posted.

[www.fresno.courts.ca.gov/general-information/procurement](http://www.fresno.courts.ca.gov/general-information/procurement)

[END OF ATTACHMENT 7]