

Project Title: AOC On Site Catering San Francisco

RFP Number: ASU-201001-CT

RFP Attachment B

Master Agreement Terms and Conditions

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STANDARD PROVISION
(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 Contractor's performance of Work.

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

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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 STANDARD PROVISIONS (EXHIBIT A)

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SPECIAL PROVISIONS
(EXHIBIT B)

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, excluding menu items specified in Exhibit E, which the Parties may mutually agree upon without an Amendment; (2) a change in Contract Amount; (3) a change in time allotted for performance; and/or (4) an adjustment to the Agreement terms.
- C. "**Authorized Personnel**" means those persons named in Exhibit F, Authorized Personnel, who are the only persons that may issue an order for catering services.
- D. "**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.
- E. 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 Standard Agreement Coversheet including, without limitation, the Master Agreement and all related signed Menu Option Forms. The terms "Contract" or "Contract Documents" may be used interchangeably with the term "**Agreement.**"
- F. "**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.

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- G. 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.
- H. “**Data**” means all types of raw data, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.
- I. “**Day**” means calendar day, unless otherwise specified.
- J. “**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.
- K. “**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.
- L. “**Master Agreement**” means the component of the Agreement that sets forth the terms and conditions under which the State retains the Contractor and the Contractor will provide catering services pursuant to a signed Menu Option Form.
- M. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- N. “**Menu Option Form**” refers to the form substantially in the form and format of Exhibit E that is used for placing orders against the Master Agreement.
- O. “**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

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- ii. Hand-delivered to the other party's authorized representative, which shall be effective on the date of service.

- P. **"Project"** refers to all activity relative to this Agreement including activity of the Contractor, its Subcontractors, the State and the State's representatives.

- Q. 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.

- R. **"Standard Agreement Coversheet"** refers to the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the Standard Agreement Coversheet, together with the integrated Contract Documents, shall each represent the Agreement as an individual **"Contract Counterpart."**

- S. **"Standard Amendment Coversheet"** refers to the form used by the AOC to amend agreement with other parties.

- T. **"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.

- U. **"Task(s)"** means one or more functions, if specified in the Contract Documents, to be performed by the Contractor for the State.

- V. **"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.

- W. **"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.

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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.

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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 to the Project Manager as follows:

TBD, Project Manager
Judicial Council of California
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102-3688

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

TBD

6. Agreement Term(s) and Options to Renew

- A. Until this Agreement is mutually signed and delivered, none of the terms and conditions of this Agreement shall have any legal force or effect, and any such prior commencement of performance by the Contractor shall be at the Contractor's own risk; provided, however, following mutual execution and delivery of this Agreement, the terms and conditions of this Agreement shall be deemed to apply equally to both subsequent and prior performance.
- B. The Agreement shall remain in effect from **June 1, 2011** through **June 30, 2012** ("**Initial Term**").
- C. The Parties agree that the State may elect to extend the Agreement beyond the Initial Term for up to three (3) consecutive optional one-year Terms, identified as follows, if authorized in writing in accordance with the terms and conditions of the Agreement:
- i. **July 1, 2012** through **June 30, 2013** ("**First Option Term**").
 - ii. **July 1, 2013** through **June 30, 2014** ("**Second Option Term**").
 - iii. **July 1, 2014** through **June 30, 2015** ("**Third Option Term**").
- D. In the event the State elects to exercise an option to extend the Agreement, the Agreement will not exceed a total of four (4) years and one (1) month, as set forth in this provision, and the Parties will modify the Agreement via execution of the State's Standard Amendment Coversheet form.

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7. 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.

8. 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 Standard Amendment Coversheet.

9. Accounting System Requirement

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

10. 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 four (4) 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.

11. 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 four (4) years after final payment under this Agreement.

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12. 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,

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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.

13. 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.

14. 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

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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.

15. 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.

16. 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.

17. 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.

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18. 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.

19. 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.

20. 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.

21. 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,

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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.

22. 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.

23. California Law

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

24. 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.

25. 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.

26. Signature Authority

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

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27. 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.

28. Evaluation of Contractor

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

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 SPECIAL PROVISIONS (EXHIBIT B)

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PAYMENT PROVISIONS
(EXHIBIT C)

1. Compensation

The Contractor's compensation for performing the Work as set forth in Exhibit D, Work to be Performed, shall not exceed the rates set forth in section 2, Pricing, below.

2. Pricing

A. Menu 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. No other additional charges shall apply.

3. Method of Payment

A. All invoices will be sent to the Project Manager or the Project Manager's designee within 24 hours of the order in a mutually agreed upon manner.

B. Each individual invoice must include the following information:

- i) Master Agreement Number MA-___TBD___
- ii) Cost per meal
- iii) Number of meals served
- iv) Date of service
- v) Name of meeting
- vi) 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.

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- E. The State will make all reasonable efforts to make payment with sixty (60) days of receipt of the Contractor's invoices.
- F. 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 PAYMENT PROVISIONS (EXHIBIT C)

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WORK TO BE PERFORMED
(EXHIBIT D)

1. Work Requirements

- A. Upon Contractor's receipt of an order, the Contractor shall provide catering services to the following AOC facilities:

455 Golden Gate Avenue, San Francisco, CA

B. Menu Items:

- i. Menu items and options shall be as specified in Attachment E, Menu Options.
- ii. Prior to introduction of any new items to the menu options in Attachment E, Contractor will schedule a tasting with AOC management staff.
- iii. Upon mutual agreement by the parties, the parties may modify only the menu items and options in Exhibit E, but not the per person pricing. The AOC's submission of a modified order to the Contractor, and the Contractor's acceptance and fulfillment of such order shall constitute mutual agreement by the parties.

C. Order Placement:

- i. Orders shall be placed using a Menu Option Form containing the information substantially the same as in Exhibit E.
- ii. Only those orders received by e-mail or fax containing a signature from any one of the authorized personnel named in Exhibit F, shall be considered valid. Any order attempted to be placed by persons other than authorized personnel shall be considered invalid and if such an order is fulfilled by Contractor, the invalid order shall not be billable to the State.
- iii. Menu selection changes may be made to a previously placed order up to 24 hours in advance of event time/date.
- iv. Changes in the guaranteed number of meals without penalty (increase or decrease) may be made by 4:00 p.m. on the day preceding the scheduled delivery.
- v. Full cancellation of orders previously placed, may be made up to 24 hours in

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advance of event time/date.

D. Delivery/Set-up & pick-up:

- i. All orders should be delivered and set-up no later than 10 minutes after the specified "set-up" time on the order placement form.
- ii. Any orders late by 30 minutes or more, will be at no charge to the AOC.
- iii. All deliveries will be made to the loading dock, and via the service elevator. If the service elevator is unavailable, the Contractor will contact the AOC Receptionist at 415 865-7840, prior to using the public elevator.
- iv. If the Contractor anticipates a late delivery, they will immediately call the AOC Receptionist at 415 865-7840 with an estimated time of arrival.
- v. 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).
- vi. All catering equipment (serving utensils etc.) must be cleared from the building no earlier than 3:30pm, and no later than 6:00pm on day of delivery (with the exception of days when late afternoon or early evening receptions are scheduled to take place.)

E. Presentation:

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

F. Inventory:

- i. The Contractor agrees to keep at the AOC, an inventory of a minimum of the following:
 - a) 100 plates, 200 sets of eating utensils (plastic forks, knives, spoons and paper napkins etc.), and 200 plastic cups, and two airpots at all times.

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- b) Contractor must keep a supply of seasonings, teas, sweeteners, in a supply closet as well.
 - ii. Contractor will be responsible for monitoring and replenishing inventory as necessary.
- G. **Unscheduled Visits:**

The Contractor agrees to periodic unscheduled tours of the catering facility by the AOC staff.
- H. **Problem Resolution:**
 - i. The AOC requires direct access to a management representative with the Contractor, in order to gain immediate and accurate information and problem resolution.
 - ii. The Contractor will ensure prompt problem resolution, with appropriate and concise follow-up to the AOC's Project Manager.

END OF WORK TO BE PERFORMED (EXHIBIT D)

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MENU OPTIONS
(EXHIBIT E)

TBD

END OF MENU OPTIONS (EXHIBIT E)

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AUTHORIZED PERSONNEL
(EXHIBIT F)

1. Authorized Personnel

A. The following are the only persons that may issue an order for catering services:

TBD

B. From time to time, the Project Manager, TBD, may add or delete names in section 1, above, and must do so in writing by e-mail. The Project Manager is the only person that may add or delete names.

END OF AUTHORIZED PERSONNEL (EXHIBIT F)