



**LaDONNA HARRIS**  
Chief Probation Officer

# ALAMEDA COUNTY PROBATION DEPARTMENT

June 21, 2016

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

Dear Board Members:

**SUBJECT: AWARD A CONTRACT FOR JUVENILE FACILITY FOOD SERVICES,  
REQUEST FOR PROPOSAL NO. 901433; AMOUNT: \$4,201,151**

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 901433, Procurement Contract No. 13607, with Revolution Foods, Inc. (Principal: Joyce Huang; Location: Oakland), to provide juvenile facility food services to the Alameda County Probation Department, for the approximate term of 09/01/16 – 08/31/19, in the amount of \$4,201,151.

DISCUSSION/SUMMARY:

Food services at Alameda County's two juvenile facilities, Juvenile Hall and Camp Sweeney in San Leandro, are currently utilizing the cook-chill method, whereby food is prepared off-site and chilled at a central facility, and then reheated prior to being served at Juvenile Hall which is located in the Juvenile Justice Center (JJC). All food is delivered to the JJC campus, and then transported by Alameda County staff to the Camp Sweeney location. The distribution kitchen is located in Juvenile Hall. Up to 500 youth receive three meals and a snack daily, which are served in individual portions. Meals for staff are also provided, and served buffet/family style. There are currently no food preparation facilities available at either Juvenile Hall or Camp Sweeney.

This contract will provide nutritional, varied, and aesthetically pleasing meals to staff and youth housed at Juvenile Hall and Camp Sweeney in accordance with the requirements of the following regulations, rules, and standards:

- Food standards found in California Code of Regulations Title 15, Division 1, Chapter 1, Subchapter 5, Article 9;
- Education Code Section 49430-49434;
- Nutrition Standards found in National School Lunch and School Breakfast Programs, 7 Code of Federal Regulations Parts 210 and 220; and
- Alameda County Nutrition and Physical Activity Policy.

SELECTION CRITERIA/PROCESS:

*The Probation Department (Probation) has determined that the County does not currently have the resources to provide juvenile facility food services.*

*Probation worked with General Services Agency (GSA)-Procurement to develop and issue a Request for Proposal (RFP) that was issued on February 26, 2016; posted on the website for 43 days; sent to 2,844 subscribers to the E-Gov Goods and Services-Current Contract Opportunities mailing service. Two networking/bidders conferences were held and were attended by two vendors.*

*On April 8, 2016, three responses to the RFP were received. Kidango, Inc. was disqualified for not meeting the bidder minimum requirements. The remaining two responses were evaluated and interviewed by the County Selection Committee (CSC) comprised of: two representatives from the Alameda County Probation Department; one from the Alameda County Social Services Agency; one from the Alameda County Sheriff's Office; and one from the University of California, San Francisco Benioff Children's Hospital. A maximum total of 550 evaluation points were available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.*

*Revolution Foods, Inc. was the highest scoring qualified vendor and is being recommended for award. SLEB requirements have been waived by the Office of Acquisition Policy (OAP) for Revolution Foods, Inc., SLEB Waiver No. 4167, expires August 31, 2019.*

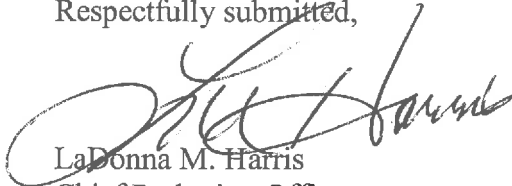
*The following is a summary of the evaluation:*

<b>Vendor</b>	<b>Location</b>	<b>Local</b>	<b>SLEB</b>	<b>Evaluation Points</b>
<i>Revolution Foods, Inc.</i>	<i>Oakland, CA</i>	<i>Y</i>	<i>N</i>	<i>465</i>
<i>Compass Group USA by and through its Bateman Division</i>	<i>Charlotte, NC</i>	<i>N</i>	<i>N</i>	<i>299</i>

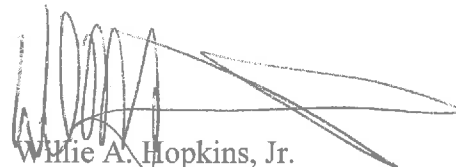
FUNDING:

Appropriations for this contract are included in the Probation Department's FY 2016-17 Approved Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,



LaDonna M. Harris  
Chief Probation Officer



Willie A. Hopkins, Jr.  
Director, General Services Agency

Attachment

WH:AF:jf/I:\Board Letters\Purchasing\FY 2016-17\901433 BL\_JJC Facility Food Services.docx

cc: Susan S. Muranishi, County Administrator  
Steve Manning, Auditor-Controller/Clerk-Recorder  
Donna R. Ziegler, County Counsel

ATTACHMENT

JUVENILE FACILITY FOOD SERVICES  
 RFP No. 901433  
 SEPTEMBER 1, 2016 – AUGUST 31, 2019

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>Revolution Foods, Inc.</i>	<i>8393 Capwell Drive, #200 Oakland, CA</i>	<i>\$4,201,151</i>	<i>100%</i>	<i>\$4,201,151</i>

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 8/23, 2016, is by and between the County of Alameda, hereinafter referred to as the "County", and Revolution Foods, Inc. hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain juvenile facility food services which are more fully described in Exhibit A hereto ("Description of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide juvenile facility food services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit A-1 Description of Services
- Exhibit A-2 Deliverables/Reports
- Exhibit A-3 Operating Plan
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E CCR Title 15, Division 1, Chapter 1, Subchapter 5, Article 9
- Exhibit F Education Code Section 49430-49434
- Exhibit G 7 CFR Parts 210 and 220
- Exhibit H Alameda County Nutrition and Physical Activity Policy
- Exhibit O The Iran Contracting Act (ICA) of 2010


The term of this Agreement shall be from September 1, 2016 through August 31, 2019.

The compensation payable to Contractor hereunder shall not exceed Four Million Two Hundred One Thousand One Hundred Fifty One dollars (\$4,201,151) for the term of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

COUNTY OF ALAMEDA

REVOLUTION FOODS, INC.

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

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

Name: John Glann  
(Printed)

Name: Joyce Huang  
(Printed)

Title: Purchasing Agent

Title: Senior Manager Bids/Contracts

Date: 8/23/16

Date: 08.08.2016

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **INTENTIONALLY DELETED**

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
  
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  
  - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.
  
7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.

- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: During the term of this agreement, Contractor may grant to the County a nonexclusive right to access certain proprietary materials of Contractor, including signage, food service surveys and studies, allergen and carbohydrate reports, management guidelines and procedures, operating manuals, software (both owned by and licensed by Revolution Foods), and similar compilations regularly used in Revolution Foods' business operations (trade secrets). All trade secrets and other confidential information shall remain the exclusive property of Revolution Foods. The County shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods.
- Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored

in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices

provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: County of Alameda  
Probation Department  
2500 Fairmont Drive  
San Leandro, CA 94578  
Attn: Raymond Nickaloff

To Contractor: Revolution Foods, Inc.  
8393 Capwell Drive #200  
Oakland, CA 94621  
Attn: Joyce Huang

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:  
Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.
- The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.
18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement,

all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its juvenile facility food services shall not exceed \$4,201,151 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. **SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:** Contractor has been approved by County to participate in contract without SLEB participation. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision.

**However, if circumstances or the terms of the contract should change,** Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of

participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.

- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or

attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,

without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
  32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
  33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
    - a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
    - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]



**ADDITIONAL PROVISIONS**

- The addition in the first paragraph Section #11 Ownership of Documents and the deletion of Section #4 is approved as to form:

County Counsel Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "K. R. ...", is written over a horizontal line that serves as a signature line.



**EXHIBIT A**

**DEFINITION OF SERVICES**

1. Contractor shall provide juvenile facility food services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Description of Services  
Exhibit A-2 Deliverables/Reports  
Exhibit A-3 Operating Plan

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901433, including any addenda, RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

<b>Revolution Foods, Inc.</b>		
Kathy Murray	General Manager	kmurray@revolutionfoods.com
Mary Oser	Programs and Services Manager	moser@revolutionfoods.com
Ann Cooper	Customer Success Coordinator	acooper@revolutionfoods.com

<b>Kidango, Inc.</b>		
Jenny Alber	Nutrition Services Manager	jalber@kidango.org

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

## EXHIBIT A-1

### DESCRIPTION OF SERVICES

1. Contractor shall subcontract with Kidango, Inc. to complete portions of the contract as required in the RFP.
2. Contractor's responsibilities include, but not limited to:
  - a. General Requirements
    - (1) Contractor shall be required to provide food services to the youth and staff housed in County facilities. The work detailed shall proceed with promptness and diligence and shall be executed in accordance with the highest professional workmanship standards in the field and to the satisfaction of the County of Alameda.
      - (a) Contractor shall be subject to a quarterly performance evaluation by Probation's Food Services Manager.
    - (2) Contractor shall be responsible for keeping abreast with changes to all laws and regulations governing the services provided during the term of the contract.
    - (3) Contractor shall be responsible for the purchase, maintenance, and control of food and supplies, and the provision of meals that are to be delivered to the Juvenile Justice Center (JJC) campus in accordance with the menu requirements, meal service requirements, quality requirements, and sanitation requirements.
    - (4) Contractor shall provide re-usable trays in serving plated youth meals. Contractor is responsible for keeping an adequate supply available for Probation. As trays wear out or break, they are taken out of service and returned to the Contractor for replacement. Plastic trays shall be 10 x 14 inch and NSF certified. Contractor shall provide an initial supply of 400 trays at the start of the contract.
    - (5) Contractor shall be responsible for the development and implementation of a continuous quality improvement program designed to immediately identify and correct any deficiencies within the Contractor's food services operation.
  - b. Operational Requirements

(1) Cook-Chill Production Requirements for Youth Meals

Food services at the County's two juvenile facilities shall utilize the cook-chill method. Contractor shall prepare and chill food off-site, and deliver to the JJC campus. County staff will be responsible for reheating food and transport to the Camp Sweeney location.

(2) Recycling/Sustainability/Environmental Initiatives

(a) Serving-Ware

- i. Five paper drinking cups (8 fl. oz.) shall be made available for each youth per day.
  - ii. Serving-ware shall be reusable and collected as part of a Contractor run reuse program when feasible.
  - iii. If it is not feasible for serving-ware to be reusable, serving-ware shall be made of paper, or certified commercially compostable by Biodegradable Products Institute or equivalent.
  - iv. Serving-ware includes plates, bowls/bowls, cups, pitchers, cutlery, serving dishes, serving utensils, and other items used in the serving and consumption of food provided under this contract.
  - v. No #6 Polystyrene, or "Styrofoam," shall be used in any form or function.
  - vi. All serving-ware must be pre-approved by the County before being put in use.
- (b) Contractor shall consider opportunities to donate excess food generated as part of this contract whenever feasible.
- (c) Contractor shall collaborate with the Alameda County General Services Agency Sustainability Program to finalize and implement waste reduction, recycling and composting efforts executed as part of this contract.
- (d) On an ongoing basis, Contractor shall seek to identify opportunities to reduce waste overall and to increase the ratio of recyclable and compostable waste as compared to trash that must be land filled as a result of executing this contract.

(3) Food Labeling

- (a) The Contractor shall possess or develop a system, including a time coding system that will prevent expired foods from being delivered to JJC facilities.
- (b) Restricted diet items shall be labeled with the name of the restriction (such as "No Lactose"), the meal, and date of consumption. The name of the restriction shall be exactly as it is written on the medical diet order.

(4) Temperatures

Temperatures for cook-chill refrigerated foods, fruit, vegetables, snack foods requiring refrigeration, milk, and juice products shall be maintained between 35 degrees Fahrenheit and 40 degrees Fahrenheit during transport, and upon County's acceptance of delivery.

(5) Purchasing

- (a) Contractor must meet minimum purchasing specifications herein to be used in the purchase of all food products, small wares, utensils, and disposable service ware, which will include spoons and forks.
- (b) Probation must approve, in writing, any changes from the stated specifications. Proposed exceptions must be clearly detailed by the Contractor and submitted in writing for review.
- (c) The minimum grade specifications are to be as follows for youth meals:
  - i. Beef- U.S.D.A. Select or better;
  - ii. Lamb- U.S.D.A. Select or better;
  - iii. Processed Meat must be from a U.S.D.A. government inspected plant;
  - iv. Poultry- U.S.D.A. Grade B or better;
  - v. Dairy- Eggs U.S.D.A. Graded A;
  - vi. Fresh Fruits and Vegetables- U.S.D.A. Grade A;

- vii. Canned Fruits or Vegetables- U.S.D.A. Grade B or better;  
and
- viii. Frozen Fruits and Vegetables- U.S.D.A. Grade B or better.
- (d) Staff meals will utilize U.S.D.A. Select or higher quality meats, as well as U.S.D.A. Grade A for fruits and vegetables.
- (e) The minimum purchasing specifications are to be followed for small wares/utensils/disposable service ware:
  - i. Reusable, when feasible. If disposable, must be made of paper, or certified commercially compostable by Biodegradable Products Institute or equivalent.
- (6) Account Manager
  - (a) Contractor shall also provide adequate, competent support staff that shall be able to service the County during the following hours:  
  
Monday – Friday 7:00 a.m. to 5:00 p.m. PST
  - (b) Such representative(s) shall be knowledgeable about the contract, products offered, and able to identify and quickly resolve any issues including, but not limited to, ordering and invoicing problems.
  - (c) Responsibilities:
    - i. Provide overall planning, direction, and operation for the successful food service operation at the JJC facilities with particular attention to the issues of food service quality control, sanitation, and delivery issues.
  - (d) Experience:
    - i. A minimum of five years of managing a large scale food service operation in an institutional, commercial, industrial, or similar organization.

(7) Communication

Contractor shall not publish or share any findings based on data obtained from the operation of this contract without the prior written consent of the County.

(8) Background Investigation

- (a) Contractor will be required to provide background investigations, at the Contractor's cost, for all personnel who will be entering Juvenile Hall facilities. Investigations must be done through one of the following agencies:
  - i. Department of Justice;
  - ii. DMV; or
  - iii. Local law enforcement.
- (b) At the sole discretion of the County, personnel may be subject to rejection based on the results of background investigation, and Contractor shall be responsible for replacing personnel. Applicants with a criminal record related to violence, child abuse, etc., will not be considered.

(9) Compliance with Laws and Regulations

Contractor shall, at all times, observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any manner affecting the contract.

c. Meal Service

(1) Responsibilities

- (a) The Contractor shall provide all specified meal service for the youth and staff regardless of holidays, weather conditions, work stoppages, or any other adverse or emergency conditions that shall occur.
- (b) If, for any reason, the Contractor fails to provide food service, the JJC shall obtain the required meal(s) from the most expedient source, and the awarded Contractor shall be responsible for any and all charges, including consequential expenses incurred by JJC for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.

(2) Estimated Meals

- (a) Estimated youth meals, snacks, and bag lunches are as follows:

Youth Meals

Facility	Number of Youth	Meals per Day M-Sun	Total meals per Day M-Sun	Meals per week	Meals per year
<b>Juvenile Hall</b>	250	3	750	5,250	273,000
<b>Camp Sweeney</b>	60	3	180	1,260	65,520
<b>Total Meals per Year both facilities</b>					<b>338,520</b>

Youth Snacks (a snack for evening consumption is provided with dinner services)

Facility	Number of Youth	Snacks per Day M-Sun	Total Snacks per Day M-Sun	Snacks per week	Snacks per year
<b>Juvenile Hall</b>	250	1	250	1,750	91,000
<b>Camp Sweeney</b>	60	1	60	420	21,840
<b>Total Snacks per Year both facilities</b>					<b>112,840</b>

Bag Lunches

Facility	Bag Lunches per Sat – Sun	Total Bag Lunches per Year
<b>Juvenile Hall</b>	55	5,720
<b>Total Bag Lunches per Year both facilities</b>		<b>5,720</b>

- The youth population housed at the two facilities varies. Contractor shall react on short notice to supply meals to a changing youth population.
- Contractor should plan to deliver meal quantities as specified above. Facility food service manager will be in contact with Contractor to provide approximate meal count 2-3 days in advance. Meal count will include a provision for increased intake should the number fluctuate above 310.

(b) Estimated Staff Meals

Both Facilities	Meals per Day	Days per week	Meals per week	Meals per Year
Mon-Sun	170	7	1190	61,880
<b>Total Staff meals per Year both facilities</b>				<b>61,880</b>

Meal Quantity: Sufficient quantities, overage of 10% more than the count, of food should be available such that staff desiring more than one serving of a particular item can be accommodated.

- (3) Condiments
  - (a) Condiments shall be provided as single-serve packets.
- (4) Daily Delivery Requirements
  - (a) Youth and Staff Meals Delivery Times:
    - i. Daily delivery shall be between 5:30 a.m. and 7:00 a.m.
    - ii. Delivery timeframes can be amended as mutually agreed upon.
  - (b) Late Delivery Penalty
    - i. A \$150 penalty will be imposed daily for deliveries after 7:01 a.m.
- (5) Nutritional Requirements
  - (a) Youth meals must meet the nutritional requirements specified in CCR Title 15, Section 1461 (Exhibit E) and 7 CFR Sections 210 and 220 (Exhibit G).
  - (b) Youth breakfasts and lunches must additionally meet the requirements of the National School Lunch and School Breakfast Programs found in 7 CFR Parts 210 and 220.
  - (c) Neither deep fried foods nor foods containing trans fats may be served, per Ed. Code §49430.7 (Exhibit F).
  - (d) Staff meals shall be in compliance with the Alameda County Nutrition and Physical Activity Policy (Exhibit H).

(6) Medical Diets

(a) Medical diets prescribed by the attending physician, shall be provided, pursuant to CCR Title 15, Section 1462 (Exhibit E). 40-60 medical diets are prescribed each month; most are for Lactose intolerance/Milk intolerance. Contractor shall be notified of all medical diets with a corresponding prescription to ensure accurate accommodation of the special meal. Medically prescribed diets may include but are not limited to the following:

- i. Allergies
- ii. Diabetic
- iii. High Protein/High Calorie
- iv. Renal (restricted protein, sodium, and potassium)
- v. Low Calorie
- vi. Vegetarian
- vii. Lactose Intolerance
- viii. BRAT (Bananas, Rice, Applesauce, Toast/Bread)
- ix. Dental Soft
- x. Full Liquid
- xi. Clear Liquid
- xii. Finger Food
- xiii. Pregnancy (must include a hot breakfast and an evening snack)
- xiv. Religious diets and other specialized diets shall be accommodated
- xv. Other

(7) Meal Style

- (a) Youth Meals
    - i. Meals are prepared and served in individual portions.
  - (b) Staff Meals
    - i. All staff meals will be served buffet/family style.
- (8) Meal Variation
- (a) It is the County's intent to provide both youth and staff with a varied meal menu. It is the County's requirement the youth meals provided must meet all nutritional and caloric requirements per CCR Title 15 – Article 9, sections 1460, 1461, 1462, 1463, and the guidelines to the USDA National School Lunch and School Breakfast Program. Menus shall be planned to provide a variety of foods considering the cultural and ethnic makeup of the facility, thus preventing repetitive meals. Prior to final approval by the facility director, menus shall be approved by a registered dietitian, provided by the Contractor, before being scheduled for production.
  - (b) Final menus will be approved by the facility director three months in advance.
  - (c) Changes to approved menus will need to be submitted two weeks in advance.
  - (d) Menu changes or substitutions may be required due to unforeseen circumstances; in the event a substitution is required, Contractor shall communicate the need in writing to the County.
  - (e) Contractor shall provide nutritional data no later than one week in advance of service upon written request. The nutritional data shall include:
    - i. Monthly Menu Portion Detail to demonstrate compliance with Meal Patterns: National School Lunch Program for grades PK, K-5, 6-8, 9-12, and Title 15.
    - ii. Carbohydrate Report to assist parents and staff in ordering for youths with diabetes.

- iii. Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA) to assist staff in ordering for special meal accommodations.
  - (f) Contractor shall develop and provide four week lunch menu cycle within the first year of the contract start date. Contractor shall be authorized to choose lunch entrée items. County shall not choose alternative lunch entrée items to be served. County shall be required to serve the accompanied vegetables, side dishes and fruit as designed with the meal.
  - (g) Probation reserves the right to sample/taste food before being served to youth and staff.
  - (h) All changes will be noted in writing on the menu in the kitchen and the corrected menu will be filed with Probation Department.
- (9) Meal Composition
- (a) It is the County's intent to provide aesthetically pleasing food for youth and staff, including a variety of seasonal fruits and vegetables, organically produced. It is the County's preference that locally sourced food is used including locally produced baked goods, where such goods are not prepared by the Contractor. Contractor shall make best efforts to use locally sourced foods, sourced within 250 miles, at a minimum of 20%.
  - (b) Contractor should not include any pork-based or seafood products in proposed meal plans/menus.
- (10) Holiday Menus
- (a) Special holiday menus shall be designed and approved by the Probation Department for New Year's Day, Easter, Thanksgiving, and Christmas that meet all the guidelines of USDA National School Lunch and School Breakfast Program and Title 15 minimum standards for Juvenile Facilities. Probation reserves the right to plan, prepare, and deliver their own holiday menus, and not use Contractor services for those specific meal periods.
- (11) Meal Ordering

- (a) Contractor shall list daily menu options up to one month in advance using Contractor's online system, AppleCore.
  - (b) Contractor shall place orders on behalf of the County at any time until Tuesday at 5:00 p.m. for the following week of service.
  - (c) The Medical Division of Alameda County Probation Department shall authorize and order medical meals via fax to 510-897-6997. For youths requiring medical meals, Contractor and County nursing and food service staff shall communicate via email and telephone when youths are released and new youths arrive.
  - (d) Contractor requires four hours' notice for new restricted diet meal. For medical meals requiring same day delivery, County shall fax order in by 5:30 a.m. Same day orders placed after 5:30 a.m. can be delivered by 3:00 p.m. and the County shall be assessed a \$20 delivery charge.
- (12) Meal Delivery
- (a) Contractor shall make deliveries daily to each site between 5:30 a.m. and 7:00 a.m., Sunday through Friday.
    - i. Subcontractor, Kidango, shall make deliveries daily to each site between 5:30 a.m. and 7:00 a.m. Monday through Friday.
  - (b) Deliveries shall consist of lunch, dinner, and snacks to be eaten the same day; and breakfast meals to be eaten the following morning. Friday's delivery shall include Saturday's meals and Sunday's breakfast.
  - (c) Meals shall be transported in bread racks and stackers that support food when shifted.
  - (d) Contractor's drivers shall unload and place meals in the designated location at the delivery site during the agreed upon delivery window.
  - (e) Contractor's drivers shall take temperatures of the food prior to departure and upon delivery.

- (f) Contractor is responsible for delivery of all meals, providing adequate refrigeration of all foods to ensure wholesomeness during delivery in accordance with State and local health codes.
- (g) Contractor shall be responsible that each meal is prepared, packaged, and sealed to ensure meals stay fresh, prevent leakage and does not dry out when heating.
- (h) The County shall be responsible for all food components and food safety once delivered.

**EXHIBIT A-2**

**DELIVERABLES/REPORTS**

1. Contractor shall report to the Probation Department information regarding services provided including but not limited to the following:
  - a. Monthly reports:
    - (1) Daily record of meals served for each location;
    - (2) Daily and/or weekly summary records documenting all applicable Contractor and food service industry standard quality assurance procedures, to include the testing of temperatures in the refrigeration, cooking and serving areas and any other records necessary to meet health care standards;
    - (3) All records necessary to document the minimum portion standards and nutritional adequacy of each meal served; and
    - (4) Documentation of menus as actually served, including food-based nutritional analysis, recipes, and portion sizes of each menu:
      - (a) Nutrient analysis must be based on the cooked weight or volume of individual portions;
      - (b) The analysis must include weekly summaries of nutrients (kilocalories, protein, carbohydrates, fat, vitamins, and minerals) specified in the Minimum Diet found in CCR Title 15, Section 1461 (Exhibit E). The analysis also must summarize the amount of sodium, cholesterol, and the percent of kilocalories supplied by saturated fat on a daily and weekly basis;
      - (c) Allergen Report tracking the eight commonly recognized allergen components (wheat, dairy, eggs, soy, shellfish, fish, peanuts, tree nuts) as defined by the Food Allergen Labeling and Consumer Protection Act of 2004 (FALCPA);
      - (d) Documentation of menus as actually served, including food labels used in preparing meals with additional information regarding the meals in the Allergen Report as mentioned listed in item (3) directly above;

- (e) Documentation quantifying the portion of entrees served that use vegetarian protein (legumes, cheese, etc.); and
- (f) In the event of an audit, Contractor shall provide all documentation including menus, production records, recipes, labels, and product formulation statements at no cost to the County.
  - i. The County shall notify Contractor when aware of an audit within three business days of receiving any information from the state agency of an audit, technical assistance or other action, forwarding the complete Official Written Request/Letter to the School Partnerships team and be available to answer questions.

**EXHIBIT A-3**  
**OPERATING PLAN**

1. Contractor shall adhere to the following preliminary operating plan:

Category	Activity	Owner	Cycle of Service
Menu Management	<p>Menu published online in AppleCore system one month prior to meal service. Menus to follow Offer vs. Serve.</p> <p>Two week rotating menu developed by Nutrition Compliance Manager and Program &amp; Services Manager to offer compliance and variety.</p> <p>Kidango will make adjustments and substitutions for restricted diets to be equal or in excess of the nutritional value of the meals provided to general youth population.</p>	<ul style="list-style-type: none"> <li>• Revolution Foods Program Service Manager</li> <li>• Kidango Nutrition Services manager</li> </ul>	<p>Monthly</p> <p>2 week menu, maintained continuously. Substitutions and modifications assessed and communicated between both RevFoods and JJC.</p>
Menu Management	<p>Revolution Foods places orders for JJC based off of enrollment numbers provided by the JJC.</p> <p>JJC communicates directly with Kidango daily to request special diet meals, by diet needs and numbers.</p>	<ul style="list-style-type: none"> <li>• JJC Food Program Services Manager</li> <li>• Revolution Foods Program Service Manager</li> <li>• Revolution Foods Customer Support Coordinator</li> <li>• Kidango Customer Service</li> </ul>	As Needed
Meal Service	All meal components will be delivered cold. Hot items will be re-heated on-site.	<ul style="list-style-type: none"> <li>• Revolution Foods Driver</li> <li>• Kidango Driver</li> </ul>	<p>Revolution Foods: Sunday – Friday;</p> <p>Kidango: Monday - Friday</p>
Compliance & Audit	Compliance Department will support audit and documentation request.	<ul style="list-style-type: none"> <li>• Revolution Foods Compliance Team</li> <li>• Kidango Compliance Team</li> <li>• Revolution Foods Program Service Manager</li> </ul>	As Needed

Master Contract No. 901433  
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Partnership Support	Customer service team available daily for service needs that arise. Team will address meal and supply delivery needs, catering requests and quality assurance questions.	Revolution Foods Customer Service Team, Kidango Customer Service Team	As Needed
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**EXHIBIT B**

**PAYMENT TERMS**

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Description	Unit of Measure	Year 1	Year 2	Year 3
Youth Meal	Each	\$2.97	\$3.06	\$3.15
Youth Snack	Each	\$0.87	\$0.90	\$0.93
Bag Lunch	Each	\$3.35	\$3.45	\$3.55
Staff Meal	Each	\$3.97	\$4.09	\$4.21

2. Invoices will be reviewed for approval by the Alameda County Probation Department.
3. Total payment under the terms of this Agreement will not exceed the total amount of Four Million Two Hundred One Thousand One Hundred Fifty One dollars (\$4,201,151). This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.
5. Contractor has agreed to subcontract with Kidango, Inc. who will be directly paid by the Contractor.



**EXHIBIT C**  
**INSURANCE REQUIREMENTS**  
COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li><b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li><b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li><b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li><b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li><b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:             <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li><b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li><b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	

**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

**The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:**

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

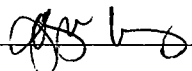
**If there are any exceptions to this certification, insert the exceptions in the following space.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: REVOLUTION FOODS, INC.

PRINCIPAL: JOYCE HUANG TITLE: SENIOR MANAGER

SIGNATURE:  DATE: 08.08.2016

**EXHIBIT E**

**CCR TITLE 15, DIVISION 1, CHAPTER 1, SUBCHAPTER 5, ARTICLE 9**

**§ 1460. Frequency of Serving.**  
15 CA ADC § 1460  
BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations Currentness  
Title 15. Crime Prevention and Corrections  
Division 1. Board of State and Community Corrections  
Chapter 1. Board of State and Community Corrections  
Subchapter 5. Minimum Standards for Juvenile Facilities  
Article 9. Food

15 CCR § 1460

**§ 1460. Frequency of Serving.**

Food shall be served three times in any 24-hour period. At least one of these meals shall include hot food. Supplemental food shall be offered to minors at the time of initial intake; shall be served to minors if more than 14 hours pass between meals; and shall be served to minors on medical diets as prescribed by the attending physician.

A minimum of twenty minutes shall be allowed for the actual consumption of each meal except for those minors on medical diets where the responsible physician has prescribed additional time.

Provisions shall be made for minors who may miss a regularly scheduled facility meal. They shall be provided with a substitute meal and beverage, and minors on medical diets shall be provided with their prescribed meal.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code; and Assembly Bill 1397, Chapter 12, Statutes of 1996. Reference: 1995-96 Budget Act, Chapter 303, Item Number 5430-001-001, Statutes of 1995; Assembly Bill 904, Chapter 304, Statutes of 1995; and Assembly Bill 1397, Chapter 12, Statutes of 1996.

**§ 1461. Minimum Diet.**

The minimum diet provided shall be based upon the nutritional and caloric requirements found in the 2011 Dietary Reference Intakes (DRI) of the Food and Nutrition Board, Institute of Medicine of the National Academies; the 2008 California Food Guide, and the 2010 Dietary Guidelines for Americans. Facilities electing to provide vegetarian diets, and facilities that provide religious diets, shall also conform to these nutrition standards.

The nutritional requirements for the minimum diet are specified in the following subsections. Snacks may be included as part of the minimum diet. A wide variety of foods should be served.

(a) Protein Group. Includes: beef, veal, lamb, pork, poultry, fish, eggs, cooked dry beans, peas, lentils, nuts, peanut butter, and textured vegetable protein (TVP). One serving equals 14 grams or more of protein; the daily requirements shall equal two servings (a total of 196 grams per week). In addition, there shall be a requirement to serve a third serving from the legumes three days a week. One serving equals, but is not limited to, one of the following examples:

2 to 3 oz. (without bone) lean, cooked meat, poultry or fish

2 medium eggs

1 cup cooked dry beans, peas, or lentils

4 Tbsp. peanut butter

8 oz. tofu

2 1/4 oz. dry, or 1 cup rehydrated, canned, or frozen TVP

1/2 cup seeds

2/3 cup nuts

(b) Dairy Group. Includes milk (fluid, evaporated or dry; nonfat; 1% or 2% reduced fat, etc.); cheese (cottage, cheddar, etc.); yogurt; ice cream or ice milk, and pudding. A serving is equivalent to 8 oz. of fluid milk and provides at least 250 mg of calcium. All milk shall be pasteurized and fortified with vitamins A and D. For persons 9-18 years of age, including pregnant and lactating women, the daily requirement is four servings. One serving equals, but is not limited to, one of the following examples:

- 8 oz. fluid milk (nonfat, 1% or 2% reduced fat)
- 1 1/2 oz. natural cheese
- 2 oz. processed cheese
- 1 1/2 cups of lowfat, or nonfat cottage cheese
- 1 1/2 cups of ice milk, or ice cream
- 1/3 cup nonfat dry milk
- 1/2 cup nonfat, or lowfat evaporated milk
- 1 cup nonfat, or lowfat plain yogurt
- 1 cup pudding

(c) Vegetable-Fruit Group. Includes: fresh, frozen, dried, and canned vegetables and fruits. One serving equals: 1/2 cup vegetable or fruit; 6 oz. of 100% juice; 1 medium apple, orange, banana, or potato; 1/2 grapefruit, or 1/4 cup dried fruit. The daily requirement shall be at least six servings; at least one serving per day, or seven (7) servings per week, shall be from each of the following three categories:

- (1) One serving of a fresh fruit or vegetable.
- (2) One serving of a Vitamin C source containing 30 mg. or more. One serving equals, but is not limited to, the following examples:

Broccoli	Orange juice
Brussels Sprouts	Potato (baked only)
Cabbage	Strawberries
Cantaloupe, or honeydew melon	Tangerine, large
Cauliflower	Tomato paste
Green and red peppers (not dehydrated)	Tomato puree
Greens collards including kale, turnip, and mustard greens	Tomato juice
Grapefruit	Tomato sauce (6 oz.)
Grapefruit juice	Vegetable juice cocktail
Orange	

- (3) One serving of a Vitamin A source fruit or vegetable containing 200 micrograms Retinol Equivalents (RE) or more. One serving equals, but is not limited to, the following examples:

Apricot nectar (6 oz.)	Peas and carrots
Apricots	Pumpkin
Cantaloupe	Red peppers
Carrots	Sweet potatoes or yams
Greens, including kale, beets, chard, mustard, turnips, or spinach	Vegetable juice cocktail (6 oz.)
Mixed vegetables with carrots	Winter squash

(d) Grain Group. Includes: bread, rolls, pancakes, sweet rolls, ready-to-eat, or cooked cereals, corn bread, pasta, rice, tortillas, etc., and any food item containing whole or enriched grains. At least four (4) servings from this group must be made with some whole grains. The daily requirement for youth shall be a minimum of six (6) servings, or 42 servings per week. One serving equals, but is not limited to, one of the following examples:

Bread, white (including French and Italian), whole wheat, rye, pumpernickel, or raisin	1 slice
Bagel, small	1/2
English muffin, small	1/2
Plain roll, muffin or biscuit	1
Frankfurter roll	1/2
Hamburger bun	1/2
Dry bread crumbs	3 Tbsp.
Crackers:	
Arrowroot	3
Graham, 2 1/2"	2
Matzo, 4" x 6"	1/2
Oyster	20
Pretzels, 3 1/8" long, 1/8" diameter	25
Rye wafers, 2" x 3 1/2"	3
Soda, 2 1/2" sq.	6
Ready-to-eat unsweetened cereal	3/4 cup
Cereal, cooked	1/2 cup
Barley, couscous, grits, macaroni, noodles, pastas, rice, spaghetti, etc.	1/2 cup
Commeal, dry	2 Tbsp.
Flour (wheat, whole wheat, carob, soybean, cornmeal, etc.)	2 1/2 Tbsp.
Wheat germ	1/4 cup
Pancakes, 5"	1
Waffle, 5"	1
Tortilla, 6" (corn/flour)	1
The following are examples of whole grains and whole grain products:	
Barley	Pumpernickel bread
Bran	Rolled oats
Brown rice	Rye
Com meal	Whole grain
tortilla	bagels, muffins, and crackers, graham
baked taco/tostada shell	hot cereal
Cracked wheat (bulgur)	pancakes and waffles
Flour	ready-to-eat cereal
carob	Whole wheat
soybean	bread
whole wheat	rolls
Oatmeal	tortilla
Popcorn	

(e) Calories. The average daily caloric allowances shall be based on the level of physical activities and shall be 1800-2000 calories for females 11 to 18 years of age; 2000-2800 calories for males 11 to 18 years of age.

(1) Providing only the minimum servings outlined earlier in this regulation is not sufficient to meet the youths' caloric requirements. Based on activity levels, additional servings from dairy, vegetable-fruit, and bread-cereal groups shall be provided in amounts to meet caloric requirements. Pregnant youth shall be provided with a diet as approved by a doctor in accordance with Penal Code Section 6030(e) and a supplemental snack, if medically indicated.

(2) In keeping with chronic disease prevention goals, total dietary fat should not exceed 30 percent of total calories on a weekly basis. Fat shall be added only in minimum amounts necessary to make the diet palatable.

(f) Sodium. In keeping with the 2010 Dietary Guidelines for Adults, facilities shall reduce the sodium content of menus. Herbs and spices may be used to improve the taste and eye appeal of food served.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code. Reference: Section 209, Welfare and Institutions Code.

§ 1462. Medical Diets.

Only the attending physician shall prescribe a medical diet. The medical diets utilized by a facility shall be planned, prepared, and served with the consultation of a registered dietitian. The facility manager shall comply with any medical diet prescribed for a minor. Diet orders shall be maintained on file for at least one year.

The facility manager and responsible physician shall ensure that the medical diet manual, with sample menus for medical diets, shall be available in both the medical unit and the food service office for reference and information. A registered dietitian shall review, and the responsible physician shall approve the diet manual on an annual basis.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code; and Assembly Bill 1397, Chapter 12, Statutes of 1996. Reference: 1995-96 Budget Act, Chapter 303, Item Number 5430-001-001, Statutes of 1995; Assembly Bill 904, Chapter 304, Statutes of 1995; and Assembly Bill 1397, Chapter 12, Statutes of 1996.

§ 1463. Menus.

Menus shall be planned at least one month in advance of their use. Menus shall be planned to provide a variety of foods considering the cultural and ethnic makeup of the facility, thus, preventing repetitive meals. Menus shall be approved by a registered dietitian before being used.

If any meal served varies from the planned menu, the change shall be noted in writing on the menu and/or production worksheet.

Menus, as planned and including changes, shall be retained for one year and evaluated by a registered dietitian at least annually.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code; and Assembly Bill 1397, Chapter 12, Statutes of 1996. Reference: 1995-96 Budget Act, Chapter 303, Item Number 5430-001-001, Statutes of 1995; Assembly Bill 904, Chapter 304, Statutes of 1995; and Assembly Bill 1397, Chapter 12, Statutes of 1996.

§ 1464. Food Service Plan.

Facilities shall have a written site specific food service plan that shall comply with the applicable California Retail Food Code (CalCode). In facilities with an average daily population of 50 or more, there shall be employed or available, a trained and experienced food services manager to prepare a written food service plan. In facilities of less than an average daily population of 50, that do not employ or have a food services manager available, the facility administrator shall prepare a written food service plan. The plan shall include, but not be limited to the following policies and procedures:

- (a) menu planning;
- (b) purchasing;
- (c) storage and inventory control;
- (d) food preparation;
- (e) food serving;
- (f) transporting food;
- (g) orientation and on-going training;
- (h) personnel supervision;
- (i) budgets and food costs accounting;
- (j) documentation and record keeping;
- (k) emergency feeding plan;
- (l) waste management; and,
- (m) maintenance and repair.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code. Reference: Section 209, Welfare and Institutions Code.

§ 1465. Food Handlers Education and Monitoring.

The facility administrator, in cooperation with the food services manager, shall develop and implement written policies and procedures to ensure that supervisory staff and food handlers receive ongoing training in safe food handling techniques, including personal hygiene, in accordance with Section 113947 of the Health and Safety Code, California Retail Food Code (CalCode). The procedures shall include provisions for monitoring compliance that ensure appropriate food handling and personal hygiene requirements.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code. Reference: Section 209, Welfare and Institutions Code.

§ 1466. Kitchen Facilities, Sanitation, and Food Storage.

Kitchen facilities, sanitation, and food preparation, service, and storage shall comply with standards set forth in Health and Safety Code, Division 104, Part 7, Chapters 1-13, Sections 113700 et seq. California Retail Food Code (CalCode).

In facilities where youth prepare meals for self-consumption or where frozen meals or pre-prepared food from other permitted food facilities (see Health and Safety Code Section 114381) are (re)heated and served, the following applicable CalCode standards may be waived by the local health officer:

(a) Health and Safety Code Sections 114130-114141;

(b) Health and Safety Code Sections 114099.6, 114095-114099.5, 114101-114109, 114123, and 114125. If a domestic or commercial dishwasher, capable of providing heat to the surface of the utensils of a temperature of at least 165 degrees Fahrenheit, is used for the purpose of cleaning and sanitizing multi-service kitchen utensils and multi-service consumer utensils;

(c) Health and Safety Code Sections 114149-114149.3 except that, regardless of such a waiver, the facility shall provide mechanical ventilation sufficient to remove gases, odors, steam, heat, grease, vapors and smoke from the kitchen;

(d) Health and Safety Code Sections 114268-114269; and,

(e) Health and Safety Code Sections 114279-114282.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code. Reference: Section 209, Welfare and Institutions Code.

§ 1467. Food Serving and Supervision.

Policies and site specific procedures shall be developed and implemented to ensure that appropriate work assignments are made and food handlers are adequately supervised. Food shall be prepared and served only under the immediate supervision of a staff member.

Note: Authority cited: Sections 210 and 885, Welfare and Institutions Code. Reference: Section 209, Welfare and Institutions Code.

## EXHIBIT F

### EDUCATION CODE SECTION 49430-49434

49430. As used in this article, the following terms have the following meanings:

(a) "Elementary school" means a school operated and maintained by a school district or county office of education that maintains any grade from kindergarten to grade 6, inclusive, but no grade higher than grade 6.

(b) "Middle school" means a school operated and maintained by a school district or county office of education that maintains grade 7 or 8, 7 to 9, inclusive, or 7 to 10, inclusive.

(c) "High school" means a school operated and maintained by a school district or county office of education maintaining any of grades 9 to 12, inclusive.

(d) "Full meal" means a combination of food items that meet USDA-approved School Breakfast Program or National School Lunch Program meal pattern requirements.

(e) "Added sweetener" means an additive other than 100 percent fruit juice that enhances the sweetness of a beverage.

(f) "Sold" means the exchange of food or beverages for money, coupons, vouchers, or order forms, when any part of the exchange occurs on a school campus.

(g) "Entrée" means a food that is generally regarded as being the primary food in a meal, and shall include, but not be limited to, sandwiches, burritos, pasta, and pizza.

(h) "Snack" means a food that is generally regarded as supplementing a meal, including, but not limited to, chips, crackers, onion rings, nachos, french fries, donuts, cookies, pastries, cinnamon rolls, and candy.

(i) "Deep fried" means a food item is cooked by total submersion in oil or fat.

(j) "Par fried" means a food item is fried to reach an internal temperature of 160 degrees Fahrenheit then is cooled to room temperature so that it may be refrigerated or frozen for future frying.

(k) "Flash fried" means a food item is quickly fried on both sides in oil with a temperature of 400 degrees Fahrenheit or higher.

49430.3. Notwithstanding any provisions of law, including, but not limited to, Chapter 3 (commencing with Section 38080) of Part 23 or Section 49931, this article shall control over contrary provisions relating to the sale of food items to public school pupils.

49430.5. (a) The reimbursement a school receives for free and reduced-price meals sold or served to pupils in elementary, middle, or high schools included within a school district, charter school, or county office of education shall be twenty-two and seventy-one hundredths cents (\$.2271) per meal, and, for meals served in child care centers and homes, the reimbursement shall be sixteen and ninety-one hundredths cents (\$.1691) per meal.

(b) To qualify for the reimbursement for free and reduced-price meals provided to pupils in elementary, middle, or high schools, a school shall follow the Enhanced Food Based Meal Pattern, Nutrient Standard Meal Planning, or Traditional Meal Pattern developed by the United States Department of Agriculture or the SFAPE Menu Patterns developed by the state.

(c) The reimbursement rates set forth in this section shall be

adjusted annually for increases in cost of living in the same manner set forth in Section 42238.1.

49430.7. (a) For purposes of this section, the following terms have the following meanings:

(1) "School" means a school operated and maintained by a school district or county office of education, or a charter school.

(2) "School district" means a school district, charter school, or county office of education.

(3) "Child development program" means a program operated pursuant to Chapter 2 (commencing with Section 8200) of Part 6 of Division 1 of Title 1.

(b) As a condition of receipt of funds pursuant to Section 49430.5, commencing with the 2007-08 fiscal year, for meals and food items sold as part of the free and reduced-price meal programs, a school or school district shall comply with all of the following requirements and prohibitions:

(1) Follow the United States Department of Agriculture (USDA) nutritional guidelines or the menu planning options of Shaping Health as Partners in Education developed by the state (SHAPE California network).

(2) Not sell or serve a food item that has in any way been deep fried, par fried, or flash fried by a school or school district.

(3) Not sell or serve a food item containing artificial trans fat. A food item contains artificial trans fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans fat content as less than 0.5 gram per serving.

(4) Not sell or serve a food item that, as part of the manufacturing process, has been deep fried, par fried, or flash fried in an oil or fat that is prohibited by this paragraph. Oils and fats prohibited by this paragraph include, but are not limited to, palm, coconut, palm kernel, lard, typically solid at room temperature and are known to negatively impact cardiovascular health. Oils permitted by this paragraph include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, typically liquid at room temperature and are known for their positive cardiovascular benefit.

(c) Commencing with the 2007-08 fiscal year, for meals and food items sold as part of the free and reduced-price meal programs, a child development program is encouraged to comply with all of the following guidelines:

(1) Meet developmentally and programmatically appropriate meal pattern and meal planning requirements developed by the USDA or menu planning options of Shaping Health as Partners in Education developed by the state (SHAPE California network).

(2) Not sell or serve a food item that has in any way been deep fried, par fried, or flash fried by a school, school district, or child development program.

(3) Not sell or serve a food item containing artificial trans fat. A food item contains artificial trans fat if it contains vegetable shortening, margarine, or any kind of hydrogenated or partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans fat content as less than 0.5 gram per serving.

(4) Not sell or serve a food item that, as part of the manufacturing process, has been deep fried, par fried, or flash fried in an oil or fat prohibited by this paragraph. Oils and fats prohibited by this paragraph include, but are not limited to, palm, coconut, palm kernel, lard, typically solid at room temperature and are known to negatively impact cardiovascular health. Oils permitted

by this provision include, but are not limited to, canola, safflower, sunflower, corn, olive, soybean, peanut, or a blend of these oils, typically liquid at room temperature and are known for their positive cardiovascular benefit.

(d) The prohibitions and requirements of this section regarding food items sold or served by a school or school district apply to raw bulk USDA commodity foods ordered by schools or school districts and sent to commercial processors for conversion into ready to use end products, but do not apply to other USDA commodity foods until the scheduled 2009 reauthorization of the USDA National School Lunch Program is complete or ingredient and nutrition information is available for all USDA commodity foods, whichever is earlier.

(e) As a condition of receipt of funds pursuant to Section 49430.5, by no later than June 30, 2006, and annually thereafter, schools and school districts shall provide the department with an annual certification of compliance with the provisions of this section.

(f) This section shall become operative only upon an appropriation for its purposes in the annual Budget Act or another statute.

49431. (a) (i) From one-half hour before the start of the schoolday to one-half hour after the schoolday, at each elementary school, the only food that may be sold to a pupil are full meals, individually sold dairy or whole grain foods, and individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit, vegetables that have not been deep fried, and legumes.

(2) An individually sold dairy or whole grain food item, and individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit, vegetables that have not been deep fried, and legumes may be sold to pupils at an elementary school, except food sold as part of a USDA meal program, if they meet all of the following standards:

(A) Not more than 35 percent of its total calories shall be from fat. This subparagraph shall not apply to individually sold portions of nuts, nut butters, seeds, eggs, cheese packaged for individual sale, fruit, vegetables that have not been deep fried, or legumes.

(B) Not more than 10 percent of its total calories shall be from saturated fat. This subparagraph shall not apply to eggs or cheese packaged for individual sale.

(C) Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar. This subparagraph shall not apply to fruit or vegetables that have not been deep fried.

(D) Not more than 175 calories per individual food item.

(b) An elementary school may permit the sale of food items that do not comply with subdivision (a) as part of a school fundraising event in either of the following circumstances:

(1) The sale of those items takes place off of and away from school premises.

(2) The sale of those items takes place on school premises at least one-half hour after the end of the schoolday.

(c) It is the intent of the Legislature that the governing board of a school district annually review its compliance with the nutrition standards described in this section and Section 49431.5.

49431.2. (a) From one-half hour before the start of the schoolday to one-half hour after the schoolday, snacks sold to a pupil in middle school or high school, except food served as part of a USDA meal program, shall meet all of the following standards:

(1) Not more than 35 percent of its total calories shall be from fat. This paragraph does not apply to the sale of nuts, nut butters,

seeds, eggs, cheese packaged for individual sale, fruits, vegetables that have not been deep fried, or legumes.

(2) Not more than 10 percent of its total calories shall be from saturated fat. This paragraph does not apply to eggs or cheese packaged for individual sale.

(3) Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugars. This paragraph does not apply to the sale of fruits or vegetables that have not been deep fried.

(4) No more than 250 calories per individual food item.

(b) From one-half hour before the start of the schoolday to one-half hour after the schoolday, entrée items sold to a pupil in middle school or high school, except food served as part of a USDA meal program, shall contain no more than 400 calories per entrée, and shall contain no more than 4 grams of fat per 100 calories contained in each entrée.

(c) A middle school or high school may permit the sale of food items that do not comply with subdivision (a) or (b) in any of the following circumstances:

(1) The sale of those items takes place off of and away from school premises.

(2) The sale of those items takes place on school premises at least one-half hour after the end of the schoolday.

(d) It is the intent of the Legislature that the governing board of a school district annually review its compliance with the nutrition standards described in this section.

49431.5. (a) (1) Regardless of the time of day, only the following beverages may be sold to a pupil at an elementary school:

(A) Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener.

(B) Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener.

(C) Drinking water with no added sweetener.

(D) One-percent-fat milk, nonfat milk, soy milk, rice milk, and other similar nondairy milk.

(2) An elementary school may permit the sale of beverages that do not comply with paragraph (1) as part of a school fundraising event in either of the following circumstances:

(A) The sale of those items takes place off and away from the premises of the school.

(B) The sale of those items takes place on school premises at least one-half hour after the end of the schoolday.

(3) From one-half hour before the start of the schoolday to one-half hour after the end of the schoolday, only the following beverages may be sold to a pupil at a middle school or high school:

(A) Fruit-based drinks that are composed of no less than 50 percent fruit juice and have no added sweetener.

(B) Vegetable-based drinks that are composed of no less than 50 percent vegetable juice and have no added sweetener.

(C) Drinking water with no added sweetener.

(D) One-percent-fat milk, nonfat milk, soy milk, rice milk, and other similar nondairy milk.

(E) An electrolyte replacement beverage that contains no more than 42 grams of added sweetener per 20-ounce serving.

(4) A middle school or high school may permit the sale of beverages that do not comply with paragraph (3) as part of a school event if the sale of those items meets either of the following criteria:

(A) The sale of those items takes place off and away from the premises of the school.

(B) The sale of those items takes place on school premises at least one-half hour after the end of the schoolday.

(b) It is the intent of the Legislature that the governing board

of a school district annually review its compliance with this section.

(c) Notwithstanding Article 3 (commencing with Section 33050) of Chapter 1 of Part 20 of Division 2, compliance with this section may not be waived.

49431.7. (a) From one-half hour before the start of the schoolday to one-half hour after the end of the schoolday, a school or school district shall not sell to pupils enrolled in kindergarten, or any of grades 1 to 12, inclusive, food containing artificial trans fat, as defined in subdivision (b).

(b) For purposes of this section, a food contains artificial trans fat if a food contains vegetable shortening, margarine, or any kind of partially hydrogenated vegetable oil, unless the manufacturer's documentation or the label required on the food, pursuant to applicable federal and state law, lists the trans fat content as less than 0.5 grams of trans fat per serving.

(c) This section shall not apply to food provided as part of a USDA meal program.

49432. Every public school may post a summary of nutrition and physical activity laws and regulations, and shall post the school district's nutrition and physical activity policies, in public view within all school cafeterias or other central eating areas. The department shall develop the summary of state law and regulations.

49434. Compliance with this article shall be monitored by the department in conformity with the United States Department of Agriculture's administrative review process, as published in the Federal Register, Volume 77, Number 17, on January 26, 2012.

**EXHIBIT G**

**7 CFR PARTS 210 AND 220**

To access 7 CFR Part 210 and 220, please click on the following links:

**[7 CFR Part 210](#)**

**[7 CFR Part 220](#)**

## EXHIBIT H

### ALAMEDA COUNTY NUTRITION AND PHYSICAL ACTIVITY POLICY



#### **NUTRITION AND PHYSICAL ACTIVITY POLICY & GUIDELINES: MAKING HEALTHY OPTIONS AVAILABLE FOR ALL**

##### **Why Do We Need a Nutrition and Physical Activity Policy?**

We all want to be healthy, and the goal of this policy is to make it easier for Alameda County employees and residents to make healthy choices during our busy days. Poor diet and physical inactivity are major contributing factors in chronic diseases, including heart disease, cancer, stroke, and diabetes – all of which are among the top 10 killers in Alameda County. To reduce rates of obesity and diet related chronic diseases, the food and physical activity environment must be improved. Alameda County is taking a leading role in modeling healthful environments by improving access to healthy food choices and by encouraging healthful behaviors where employees and residents live, play, and work.

##### **When Was the Nutrition and Physical Activity Policy & Guidelines Passed?**

On October 16, 2009, the County Board of Supervisors adopted the "Nutrition and Physical Activity Policy & Guidelines," which revise County practices and policies to promote healthy options for employees, visitors to County buildings, and participants in County meetings and events. The Policy contains specific requirements for County action and became effective January 16, 2010. The Guidelines includes tips for employees on personal choices they can make at work that are part of a healthy lifestyle.

##### **What Does the Policy Mean to County Employees?**

The Policy requires that a healthful choice of refreshments be offered at all County-sponsored functions at which meals or snacks are served. You will have more healthy options, such as seasonal fresh fruits and vegetables, whole grains, and low-fat dairy products. You'll also see more reusable dishware and utensils. You'll have healthful choices available in vending machines at County-owned and County-leased facilities. You'll also notice more opportunities and incentives to stay physically active and participate in wellness activities during lunch and at breaks, as well as more opportunities to incorporate physical activity into your commute and on-the-job travel.

##### **What Does the Policy Mean to County Residents?**

Residents attending County-sponsored meetings and events will have healthy refreshment options. Residents will also benefit from the physical activity breaks during County meetings longer than two hours and the ability to incorporate physical activity when traveling to County facilities and events (e.g., more bike racks, more events near BART/bus). The general public will also benefit by having healthy options in vending machines located in County-owned and County-leased facilities.

## What Are My Responsibilities as a County Employee in Implementing This Policy?

All of us have a role in promoting a culture of wellness in our own departments and in the community. Department directors and managers will need to follow the guidelines when ordering foods for meetings and events. They can support their staff by being flexible with schedules to allow employees to exercise at lunch and by encouraging employees to participate in wellness events. Staff can be supportive of each other by forming walking or other activity groups, participating together in sponsored events, and encouraging one another to make healthful food choices.

## What Are the Key Sections of the Policy?

- **Wellness:** The County will strive to provide a work environment that fosters good health and wellness by encouraging employee participation in County-sponsored wellness activities and providing support and incentives when feasible.
- **Nutrition:** Food and beverages purchased with County funds for meetings and events will provide variety, nutritional benefit, and choice; at least half of items will meet guidelines to reduce sugar, fats, and trans fats and to increase fiber. Nutrition Services will provide healthy option menu suggestions for ordering from SLEB vendors.
- **Vending Machines:** At least half of food items and beverages available in vending machines on County-leased or County-owned property must meet the "Healthy Option Criteria." Nutrition Services will work with vendors to ensure healthy options are available and clearly marked.
- **Physical Activity:** The County will support employees in staying physically active by promoting 10-minute physical activity breaks at meetings longer than two hours and expanding opportunities for walking, biking, or using transit to get to work and for work-related business. Risk Management is developing a process for employees to reserve facilities for physical activity during non-work time.
- **Waste Reduction and Sustainability:** Policy implementation, such as when food and beverages bought with County funds are served, will align with the goals of the County's 75% Waste Reduction Resolution and Strategic Vision's Environment/Sustainability element. GSA will provide tips and guidelines.

## Where Do I Find Out More?

The Wellness Working Group, in coordination with the Labor Management Health Care Committee, will oversee the implementation of the policy. The Public Health Department, Risk Management, and General Services Agency will provide technical assistance for staff who order and purchase food, caterers, vending machine operators, and staff who wish to organize on-site physical activity.

Resources are being developed to support implementation. The complete policy and guidelines are posted at [http://healthylivingforlife.org/worksite\\_wellness.htm](http://healthylivingforlife.org/worksite_wellness.htm). Questions can be directed to section representatives:

- **Wellness/Physical Activity:** Adrienne Humphrey Pegg, Employee Health & Wellness Manager, CAO Risk Management, (510) 271-5185
- **Meals/Snacks and Vending:** Annette Laverty, Nutrition Services, Public Health Department, (510) 595-6446
- **Waste Reduction and Sustainability:** Emily Sadigh, Sustainability Program, General Services Agency, (510) 208-3992

7/2010

## EXHIBIT O

### COUNTY OF ALAMEDA THE IRAN CONTRACTING ACT (ICA) OF 2010 For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

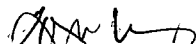
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: \_\_\_\_\_

CONTRACTOR: REVOLUTION FOODS, INC.

PRINCIPAL: JOYCE HUANG TITLE: SENIOR MANAGER

SIGNATURE:  DATE: 08-08-2016

Client#: 100

REVOFOOD

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/03/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Barney &amp; Barney, a Marsh &amp; McLennan Insurance Agency LLC company</b> 1340 Treat Blvd #250 Lic 0H18131 Walnut Creek, CA 94597	CONTACT NAME: <b>Felicia McAroy</b>
	PHONE (A/C, No, Ext): <b>925 482-9300</b> FAX (A/C, No): <b>925 482-9390</b>
	E-MAIL ADDRESS: <b>felicia.mcaroy@barneyandbarney.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A: <b>The American Insurance Company</b> NAIC # <b>21857</b>
	INSURER B: <b>Liberty Insurance Corporation</b> <b>42404</b>
	INSURER C: <b>Redwood Fire and Casualty Ins.</b> <b>11673</b>
	INSURER D:
	INSURER E:
	INSURER F:

INSURED  
**Revolution Foods, Inc.**  
8383 Capwell Drive  
Oakland, CA 94621

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MZX80972234	08/01/2016	08/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MZA80320361	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			TH7691452467046	08/01/2016	08/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	REWC706573	08/01/2016	08/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as Additional Insured (Gen. Liab.), per the attached.

## CERTIFICATE HOLDER

County of Alameda  
1405 Lakeside Drive  
Oakland, CA 94612-0000

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Janifer Christensen*

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**MultiCover® - Without Medical Payments - CG 71 93 01 14**  
Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

**1. Broadened Named Insured**

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization; and
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to bodily injury or property damage that

occurred before you acquired or formed the organization; and

(3) Coverage B does not apply to personal and advertising injury arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

**2. Additional Insured**

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for bodily injury, property damage or personal and advertising injury caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:

This Form must be attached to Change Endorsement when issued after the policy is written. One of the Fireman's Fund Insurance Companies® is named in the policy.

Secretary

President

- (1) You have agreed in a written insured contract that such person or organization be added as an additional insured under this policy;
- (2) The bodily injury, property damage or personal and advertising injury for which said person or organization is legally obligated to pay occurs subsequent to the execution of such insured contract;
- (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the insured contract;
- (4) The insurance afforded to such additional insured only applies to the extent permitted by law;
- (5) Such person or organization is an additional insured only with respect to:
  - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (b) Your ongoing operations performed for that insured;
  - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
  - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
  - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the products-completed operations hazard; or
- (6) Their liability as a grantor of a franchise to you.
- (6) This insurance does not apply to bodily injury, property damage, personal and advertising injury, occurrence or offense:
  - (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
  - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
  - (c) Which takes place after that portion of your work out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
  - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (7) With respect to architects, engineers or surveyors, coverage does not apply to bodily injury, property damage or personal and advertising injury arising out of the rendering or failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
  - (b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage, or the offense which caused the personal or advertising injury, involved the

rendering of or the failure to render any professional services by or for you.

### 3. Additional Insured - Vendors

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the products-completed operations hazard is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to bodily injury or property damage caused by your products which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded such vendor does not apply to:
  - (a) Bodily injury or property damage for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
  - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) Bodily injury or property damage arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering into, accompanying or containing such products;

(3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and

(4) The insurance afforded to such vendor only applies to the extent permitted by law.

### 4. Additional Insured - Limited Primary and Non-contributory Provision

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover® endorsement and have agreed in a written insured contract that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

b. If required by a written insured contract executed prior to the occurrence or offense, we waive any right of recovery we may have against any person or organization named in such insured contract, because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

6. Cancellation - 90 Days

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

b. 90 days before the effective date of cancellation if we cancel for any other reason.

7. Liberalization

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage

A. SECTION 1 - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the

last paragraph, is deleted and replaced by the following:

Exclusions e, through n, do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

1. Rented to you;
2. Temporarily occupied by you with the permission of the owner; or
3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5, above, the Damage to Premises Rented To You Limit shown in the Declarations, for property damage to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

(i) That is Fire, Explosion, Sprinkler Leakage or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for property damage to premises rented to you, temporarily occupied by you with the permission of the owner, or managed

by you under a written agreement with the owner; or

**D. SECTION V - DEFINITIONS, 9. Insured Contract, item a., is deleted and replaced by the following:**

(a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an insured contract;

**9. Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
  - a. the actual cash value of the damaged automobile as of the time of the loss; or
  - b. the cost of repairing the damaged automobile; or
  - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

**10. Non-Owned or Chartered Watercraft**

**SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:**

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used for public transportation or as a common carrier;

**11. Chartered Aircraft**

**SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:**

(6) An aircraft in which you have no ownership interest and that you have chartered with crew.

**12. Coverage Territory - Broadened**

**SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:**

a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands and the British Virgin Islands;

**13. Personal and Advertising Injury - Contractual**

Unless personal and advertising injury is excluded from this policy the following applies:

**SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.**

**14. Fellow Employee Coverage**

**SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:**

(1) Personal and advertising injury:

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

**15. Bodily Injury Definition - Broadened**

**SECTION V - DEFINITIONS, 3. Bodily Injury is deleted and replaced by the following:**

**Bodily injury means bodily injury, sickness or disease sustained by a person including death or**

mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. **Expected or Intended Injury**

**Bodily injury or property damage expected or intended from the standpoint of the insured.**

This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items I.b. and I.d., are deleted and replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

(1) You must see to it that we or any licensed agent of ours are notified of a General Liability occurrence or offense which may result in a claim as soon as practicable after it becomes known to:

- (a) You, if you are an individual;
- (b) Your partner or member, if you are a partnership or joint venture;
- (c) Your member, if you are a limited liability company;
- (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (e) Your authorized representative or insurance manager.

Knowledge of an occurrence or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

(2) To the extent possible, notice should include:

- (a) How, when and where the occurrence or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the occurrence or offense.

20. **Non Employment Discrimination Liability**

Unless personal and advertising injury is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. Personal and advertising injury, item h. is added as follows:

h. **Discrimination.**

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. **SECTION 1 - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:**

q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;

r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;

s. **Discrimination**, if insurance thereof is prohibited by law; or

t. **Fines, penalties, specific performance, or injunctions** levied or imposed by a governmental entity, governmental code, law, or statute because of discrimination.

All other terms and conditions of the policy apply.

Procurement Contract and PO Creation Checklist

- Contract Type: **Board Letter**
- Vendor Name and ID: **REVOLUTION FOODS, INC. 89736**
- NEW**
- Master Contract No.: **901433**
- Procurement Contract No. (if applicable): **13607**
- Contract Begin & Expiration Date: **09/01/16 – 08/31/19**
- Organization No.: **250401** / Procurement Specialist: **Sterley Bangloy**
- Requisition Order (Req No.) obtained from client: **N/A**
- Total Contract Amount: **\$ 4,201,151**
- Vendor Awarded Amount (if multiple awarded vendors): **\$ N/A**
- Amendment Amount (if applicable): **\$ N/A**
- If existing contract, current PO No.: **N/A**
- Category (if unsure ask Procurement Specialist): **FOOD2**
- Client Department Contact Name: **Hsu, Patricia PROBT**
- Goods Only Contract? **No**
- Is Prime Vendor SLEB? **No**
  - If No, please check one below:
    - SLEB Subcontractor
      - SLEB Name(s): \_\_\_\_\_
      - Small: Percentage: \_\_\_\_\_
      - Emerging: Percentage: \_\_\_\_\_
    - SLEB is Waived
      - OAP Waiver No.: **4167**
      - Federal Waiver No.: \_\_\_\_\_

**For Initial Creation of Procurement Contract:**

- Authorization to Negotiate Contract DRAFT (**attach**)
- Exhibit C (**attach**)

**Board Letters Only – PC needs to be updated prior to Board Letter submission to CAO:**

- Board Letter (**attach**)
- Updated Insurance Certificate and Additional Insured Page (**attach**)

**Once Contract is approved, attach the following documents for PC update:**

- Board Letter and Board Letter Minute Order (**attach**); **OR**
- Recommendation to Award (**attach**)
- Updated Insurance Certificate and Additional Insured Page as needed (**attach**)
- Standard Services Agreement **OR** Amendment (**attach**)

Contract Specialist: **Ariana Figueroa**

PC Created/Updated By: \_\_\_\_\_





**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Revolution Foods, Inc. DEPT #: 250401 & 250402

TITLE/SERVICE: Juvenile Facility Food Services

DEPT. CONTACT: Raymond Nickaloff PHONE: (510) 667-7463

**I. INFORMATION ABOUT THE CONTRACTOR YES NO**

- 1. Is the contractor a corporation or partnership? ( X ) ( )
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? ( X ) ( )
- 3. If the answer to BOTH questions is YES, provide the employer ID number here:  
14-1955846  
No other questions need to be answered. Withholding is not required.
- 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_  
No other questions need to be answered. Withholding is not required.
- 5. If the answer to question 2 is NO, continue to Section II.

**II. RELATIONSHIP OF THE PARTIES YES NO**

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( X ) ( )
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( X )
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( X )
- 4. Is the relationship between the County and the contractor intended to be ongoing? ( X ) ( )

**III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS** YES NO

- 1. Is the contractor being hired for a period of time rather than for a specific project? ( ) (X)
- 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) (X)

**IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS** YES NO

- 1. Will the agreement be with an individual who does not have an outside practice? ( ) (X)
- 2. Will the contractor work more than an average of ten hours per week? ( ) (X)

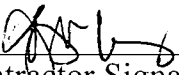
IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 3. Will the County provide more than 20% of the contractor's income? ( ) (X)
- 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

**CERTIFICATIONS:**

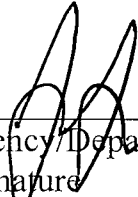
I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

  
\_\_\_\_\_  
Contractor Signature

JOYCE HUANG

\_\_\_\_\_  
Printed Name

08.08.2016  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agency/Department Head/Designee Signature

John Glan  
\_\_\_\_\_  
Printed Name

8/28/13  
\_\_\_\_\_  
Date