



# COUNTY OF ALAMEDA

## REQUEST FOR PROPOSAL No. 20234177

### for Food Service Locations

For complete information regarding this project, contact the County representative listed below. Thank you for your interest!

Contact Person: Yolanda McCormack, Real Estate Projects Manager

Phone Number: 510-208-9734

E-mail Address: [Yolanda.mccormack@acgov.org](mailto:Yolanda.mccormack@acgov.org)

### RESPONSE DUE

by

2:00 p.m.

on

11/24/2023

Alameda County, GSA-RPM

Attn: Yolanda McCormack

1401 LAKESIDE DRIVE, 9<sup>TH</sup> FLOOR  
OAKLAND, CA 94612



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**COUNTY OF ALAMEDA**  
**REQUEST FOR PROPOSAL No. 20234177**  
**SPECIFICATIONS, TERMS & CONDITIONS**  
**for**  
**Food Service Locations**

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## **I. STATEMENT OF WORK**

### **A. INTENT**

It is the intent of these specifications, terms and conditions is to describe the operation and management of food service facilities at different locations throughout the County.

The County intends to award a five-year license agreement (with option to renew) to the bidder(s) selected as the most responsible bidder(s) whose response conforms to the RFP and meets the County's requirements.

### **B. SCOPE/BACKGROUND**

The General Services Agency is seeking a licensed food service operator(s) to enter into a license agreement for the management and operation of food service facilities located in Alameda County. Operations will include, but are not limited to providing a variety of healthy and affordable food and beverages to staff, community members, and general public who access County facilities. More information on the County's Healthy Food and Beverage Criteria can be found here:

[http://www.acgov.org/wellness/documents/Healthy\\_Food\\_and\\_Beverage\\_Criteria.pdf](http://www.acgov.org/wellness/documents/Healthy_Food_and_Beverage_Criteria.pdf)

The County intends to award food service management and operations based on location. Vendors may bid on multiple locations or bid on one. If bidding on multiple locations, bidders must submit a separate bid for each facility.

Location No. 1:

- Eden Area Multi-Service Center: 24100 Amador, Hayward, CA 94544

Location No. 2:

- Jackson Street Building: 1111 Jackson St., Oakland, CA 94607

Location No. 3:

- Juvenile Justice Center: 2500 Fairmont Dr., San Leandro, CA 94578

### **C. BIDDER QUALIFICATIONS**

#### **1. BIDDER Minimum Qualifications**

- a. Bidder shall be regularly and continuously engaged in the business of providing food services, catering, or restaurant management services for at least three (3) years. Years of experience must be demonstrated by

references, or other supporting documentation included in the bid response provided by Bidder.

- b. Licensee shall currently have an established operational location for provision of services.
- c. Bidder shall possess all permits, licenses and professional credentials necessary to supply product and perform services as specified under this RFP.

**D. SITE DESCRIPTIONS**

**1. Location No. 1**

**a. Eden Area Multi-Service Center: 24100 Amador, Hayward, CA 94544**

- (1) Existing space within the first floor of the Eden Area Multi-Service Center, as designated on the attached Exhibit D. Storage space exists within the designated space shown on Exhibit D.
- (2) Service Type: Café offering salads, sandwiches and/or food offerings that require some on-site prep but do not require open-fire cooking.
- (3) County Hours of Operation: Monday – Friday: 8:30 a.m. to 5:00 p.m.

**2. Location No. 2**

**a. Jackson Street Building: 1111 Jackson St., Oakland, CA 94607**

- (1) Existing space within the first floor of the Jackson Street Building, as designated on the attached Exhibit F. Separate storage space at this location.
- (2) Service Type: Cart for grab-and-go food items and with minimal capacity for on-site prep.
- (3) County Hours of Operation: Monday – Friday: 8:30 a.m. to 4:30 p.m.

**3. Location No. 3**

**a. Juvenile Justice Center: 2500 Fairmont Dr., San Leandro, CA 94578**

- (1) Existing space within the first floor of the Juvenile Justice Center, as designated on the attached Exhibit G. No separate storage space exists at this location.
- (2) Service Type: Cart for grab-and-go food items and no on-site prep.
- (3) County Hours of Operation: Monday – Friday: 8:00 a.m. to 5:00 p.m.
- (4) The following pieces of equipment are owned by the County but may be used by the Licensee:
  - (a) One (1) Commercial Single-Door Refrigerator
  - (b) One (1) Commercial Single-Door Freezer
  - (c) Four (4) Stainless Steel Tables/Carts

E. SPECIFIC REQUIREMENTS

1. Permit to Operate

- a. Licensee must have the ability to obtain a permit to operate through Alameda County Environmental Health based on proposed service type.
- b. Licensee shall successfully obtain permit to operate within 120 days of contract start date and/or provide a plan of action to County.
- c. The permit to operate shall be conspicuously displayed while conducting business.
- d. Licensee cannot operate without a permit at any time. Licensee shall immediately stop conducting business if permit is revoked or suspended for any reason. Licensee may not resume services until the permit has been reinstated/renewed.
- e. The rental fee begins upon the earlier of permit issuance or 90 days after the contract start date. The County will not reasonably withhold the right to do business.

2. Food Safety Certification Training

- a. Employees and interns working for the Licensee are all required to complete the Food Safety Certification training and obtain a certificate of completion prior to working at a County facility, at Licensee's expense.
  - (1) The Food Safety Certification training must be completed through an accredited program certifier.

- b. Certificates of completion shall be made available to the County upon request.
- 3. Employment Requirements for Licensee Employees
  - a. Licensee shall complete fingerprinting on employees who will be entering County facilities, or having contact through their work with Licensee with the youth. Acceptable locations to obtain fingerprinting includes the following:
    - (1) LiveScan; or
    - (2) Other fingerprinting verification service that is certified with the California Department of Justice.
  - b. Licensee will be required to have personnel subject to rejection or termination of assignment to County facilities, based on the results of fingerprinting. Applicants with a criminal record related to violence or child abuse, will not be considered suitable for assignment at County facilities and shall not be allowed on the premises.
  - c. Licensee shall be responsible for financing and arranging the fingerprinting.
- 4. Food and Beverage Service:
  - a. Licensee shall offer a variety of healthy and affordable food and beverages options to the staff, community members, and the general public who access County facilities.
  - b. Prices shall be competitive regarding product offered and customer base.
  - c. Licensee shall provide aesthetically pleasing food including a variety of seasonal fruits and vegetables, organically produced when practicable.
  - d. Licensee shall not sell cigarettes, other tobacco products, or alcoholic beverages or products on County premises.
  - e. Licensee shall provide and utilize reuseable utensils, diningware, cups and mugs. Alternatively, Licensee shall utilize bpi certified compostable utensils, cups, plates and liner bags. Within thirty (30) days of license commencement, Licensee shall apply for Green Business Certification through the County of Alameda ([www.greenbusinessca.org](http://www.greenbusinessca.org))

5. Food Preparation:
  - a. Licensee will be responsible for supply of all food prepared and sold at the food service location(s). It is anticipated that much of the food preparation will be done offsite as most sites do not include a commercial kitchen.
6. Supplies and Furnishings:
  - a. Any furnishings and equipment necessary to provide the permitted services shall be the sole responsibility of the Licensee, pending County approval; and
  - b. Licensee shall maintain the facility, equipment and the adjacent areas in a safe, clean, neat, orderly condition, compliant with health code standards.
7. Improvements and Repairs:
  - a. Licensee shall make no improvements or alterations of any kind to the premises without the prior approval of the County;
  - b. Any approved improvements or alterations shall be made at the sole expense of Licensee and become property of the County of Alameda unless otherwise agreed upon by all parties;
  - c. Improvements not approved by the County, but otherwise installed, may be removed by County at Licensee's expense; and
  - d. County may, at its discretion, install, at Licensee's sole cost, additional circuits, outlets or lines, reasonably required by Licensee.
8. CalFresh
  - a. Upon award, Licensee shall submit a completed CalFresh Restaurant Meals Program (RMP) application to the CA Department of Social Services (CDSS) within 30 days of license commencement.
9. Hours of Operation:
  - a. Licensee must be available to provide food and beverage as appropriate for County staff, clients and the surrounding community. It is recommended that the food service facility be open for a minimum of 25 hours per week. Hours for catering and staff special events in the food service space will be negotiated. See Section D – Site Descriptions, for site specific operating hours.
10. Facility Grounds:



- a. Licensee will be responsible for all sanitation of food preparation/handling areas.
  - b. Licensee shall maintain the food service location, its equipment and the adjacent eating areas in a safe, clean, neat, orderly condition, compliant with health code standard during business hours;
  - c. County reserves the right to review, recommend or restrict licensee's cleaning products which must also meet all applicable laws and ordinances for application, use and storage.
11. Customer Satisfaction:
- a. Licensee shall respond to all customer concerns or complaints within 10 business days of when the concern or complaint was submitted and notify the County of any such concerns that the Licensee is unable to resolve.
12. Indemnification Requirement
- Licensee shall agree to defend, indemnify, protect and hold harmless County, its offices, employees and agents from and against any and all damage, loss, claim, cause of action, liability and expense (including reasonable attorneys' fees) to the extent such arise out of the negligent acts, omissions or willful misconduct of Licensee or its employees, subcontractors or agents, occurring in connection with this License if awarded. County shall agree to defend, indemnify, protect and hold harmless Lessor from and against any and all damages, loss claim, cause of action, liability and expense (including reasonable attorneys' fees) to the extent such arise out of County's negligent acts or omissions or willful misconduct occurring in connection with this License.

F. DELIVERABLES / REPORTS

1. Implementation Schedule:
- a. A written start up timeline from date of contract award through expected date of full food service operation shall be provided with bid response.
  - b. Upon contract award, any adjustments made to the proposed schedule must be communicated to the County within 10 days of Contract Start Date.



2. Quarterly Reports: The selected bidders shall provide quarterly sales reports with their rental fee by the last day of the month following the three month period. For example, reports and payment for the three month period of January-February-March would be due April 30<sup>th</sup>.

**Note:** Award and start dates are approximate.

G. NETWORKING / BIDDERS CONFERENCES AND MANDATORY SITE VISITS

1. Networking/bidders conference will be held to:
  - a. Provide an opportunity for bidders to ask specific questions about the project and request RFP clarification.
  - b. Provide bidders an opportunity to view sites, receive documents, etc. necessary to respond to this RFP.
  - c. Provide the County with an opportunity to receive feedback regarding the project and RFP.
2. All questions will be addressed, and the list of attendees will be included, in an RFP Addendum following the networking/bidders conference(s).
3. Mandatory Site Visits
  - a. Attendance at the networking/bidders conferences, walk-through, and site visits is mandatory. Potential bidders are required to attend networking/bidders conferences in order to be eligible to bid on this project.
  - b. Potential bidders interested in responding to this RFP **must** attend the mandatory site visit for the site they are bidding on. This will provide bidders additional information regarding the specifications in order to prepare their response to the RFP.
  - c. The mandatory site visit schedule is as follows:
    - (1) Location 1: October 25, 2023 Noon
    - (2) Location 2: October 26, 2023 Noon
    - (3) Location 3: October 27, 2023 Noon

## **II. COUNTY PROCEDURES, TERMS, AND CONDITIONS**

### **H. EVALUATION CRITERIA**

All proposals that pass the initial Evaluation Criteria which are determined on a pass/fail basis (Completeness of Response and Debarment and Suspension) will be evaluated by GSA-RPM. The Real Estate Projects Manager will score and recommend a Licensee in accordance with the evaluation criteria set forth in this RFP. Other than the initial pass/fail Evaluation Criteria, the evaluation of the proposals shall be within the sole judgment and discretion of GSA/Real Property Management (RPM).

All contact during the evaluation phase shall be through the GSA–Real Property Manager only. Bidders shall neither contact nor lobby other County staff or Officials during the evaluation process. Attempts by Bidder to contact and/or influence County staff/Officials may result in disqualification of Bidder.

GSA-RPM will evaluate each proposal meeting the qualification requirements set forth in this RFP. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County’s requirements as set forth in this RFP.

As a result of this RFP, the County intends to award a license agreement to the responsible bidder(s) whose response conforms to the RFP and whose bid presents the greatest value to the County, all evaluation criteria considered. The goal is to award a contract to the bidder(s) that proposes the County the best quality as determined by the combined weight of the evaluation criteria.

The basic information that each section of the bid proposal should contain is specified below, these specifications should be considered as minimum requirements. Much of the material needed to present a comprehensive proposal can be placed into one of the sections listed. However, other criteria may be added to further support the evaluation process whenever such additional criteria are deemed appropriate in considering the nature of the goods and/or services being solicited.

Each of the Evaluation Criteria below will be used in ranking and determining the quality of bidders’ proposals. Proposals will be evaluated according to each Evaluation Criteria, and scored on the zero to five-point scale outlined below. The scores for all Evaluation Criteria will then be added, according to their assigned weight (below), to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed

of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is four hundred and eighty (480) points.

The evaluation process may include a two-stage approach including an initial evaluation of the written proposal and preliminary scoring to develop a short list of bidders that may continue to the final stage of interview and reference checks. The preliminary scoring will be based on the total points, excluding points allocated to references and interview.

If the two-stage approach is used, the three (3) bidders receiving the highest preliminary scores and with at least 200 points will be invited to an oral interview. Only the bidders meeting the short list criteria will proceed to the next stage. All other bidders will be deemed eliminated from the process. All bidders will be notified of the short list participants; however, the preliminary scores at that time will not be communicated to bidders.

The zero to five-point scale range is defined as follows:

0	Not Acceptable	Non-responsive, fails to meet RFP specification. The approach has no probability of success. For mandatory requirements, this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving objectives per RFP.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFP specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Projects Manager.
4	Above Average / Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFP requirements and expectations.
5	Excellent / Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFP specification.

The Evaluation Criteria and their respective weights are as follows:

	Evaluation Criteria	Weight
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<b>A.</b>	<p><b>Completeness of Response:</b> Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration.</p> <p>Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.</p>	Pass/Fail
	<p><b>Debarment and Suspension:</b> Bidders, its principal and named subcontractors are not identified on the list of Federally debarred, suspended or other excluded parties located at <a href="http://www.sam.gov">www.sam.gov</a>.</p>	Pass/Fail
<b>B.</b>	<p><b>Operating Budget</b> An operating budget, which shall include proposed rental cost, will be evaluated on reasonableness and whether the figures as proposed are realistic.</p> <ol style="list-style-type: none"> <li>1. Does Bidder's proposed budget support the proposed program design?</li> <li>2. Does the budget include leveraged funding and/or other resources?</li> <li>3. Reasonableness (i.e., does the proposed pricing accurately reflect the bidder's effort to meet requirements and objectives?).</li> <li>4. Realism (i.e., is the proposed cost appropriate to the nature of the services to be provided?).</li> </ol> <p>Consideration of proposed rental cost in terms of overall affordability may be controlling in circumstances where two or more proposals are otherwise adjudged to be equal.</p>	100 Points
<b>C.</b>	<p><b>Business Proposal:</b> Credit will be given for features of the proposed program design including the proposed menus, staffing and pricing structures that demonstrate financial sustainability and transparency, reflecting a viable business and/or financial plan.</p>	100 Points
<b>D.</b>	<p><b>Implementation Plan and Schedule:</b></p>	100 Points

	An evaluation will be made of the likelihood that Bidder's implementation plan and schedule will meet the County's schedule. Additional credit will be given for the identification and planning for mitigation of schedule risks which Bidder believes may adversely affect any portion of the County's schedule.	
<b>E.</b>	<b>Relevant Experience:</b> Proposals will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Do the individuals assigned to the project have experience on similar projects?</li> <li>2. How extensive is the applicable education and experience of the personnel designated to work on the project?</li> </ol>	50 Points
<b>F.</b>	<b>Understanding of the Project:</b> Proposals will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Has proposer demonstrated a thorough understanding of the purpose and scope of the project?</li> <li>2. How well has the proposer identified pertinent issues and potential problems related to the project?</li> <li>3. Has the proposer demonstrated that it understands the deliverables the County expects it to provide?</li> <li>4. Has the proposer demonstrated that it understands the County's time schedule and can meet it?</li> </ol>	50 Points
<b>G.</b>	<b>Methodology:</b> Proposals will be evaluated against the RFP specifications and the questions below: <ol style="list-style-type: none"> <li>1. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?</li> <li>2. Does the methodology match and contribute to achieving the objectives set out in the RFP?</li> <li>3. Does the methodology interface with the County's time schedule?</li> </ol>	20 Points
<b>H.</b>	<b>References (See Exhibit A – Bid Response Packet)</b> If a short list process is used for a solicitation, reference checks are only performed on the short list vendors and the score is not included in the preliminary short list score	20 Points
<b>I.</b>	<b>Existing CalFresh Restaurant Meal Plan (RMP) Vendor:</b>	20 Points

	Bidders who are existing CalFresh RMP vendors will receive additional points.	
<b>J.</b>	<b>Site Visit:</b> If selected for an interview, the Bidder will coordinate with the Projects Manager to schedule a one (1) hour site visit at a mutually agreed upon location at which the Bidder currently operates a relevant or related project. (See page 5 of the RFP, Section C ( <u>BIDDER QUALIFICATIONS</u> ), Item 1.b.) GSA-RPM will be looking for demonstrated capacity and capability of the bidder to perform the operations required in this RFP. At the site visit Projects Manager may ask specific questions regarding the current operation at that site and its relationship to the proposal.	20 Points

**I. CONTRACT EVALUATION AND ASSESSMENT**

During the initial one hundred eighty (180) day period of any contract, which may be awarded to Licensee, the Projects Manager and/or other persons designated by the County will meet with the Licensee to evaluate services performance and to identify any issues or potential problems.

The County reserves the right to determine, at its sole discretion, whether:

1. Licensee has complied with all terms of this RFP; and
2. Any problems or potential problems with the proposed services were evidenced which make it unlikely (even with possible modifications) that such services have met the County requirements.

If, as a result of such determination, the County concludes that it is not satisfied with Licensee, Licensee's performance under any awarded contract and/or Licensee's goods and services as contracted for therein, the Licensee will be notified of contract termination effective forty-five (45) days following notice. Licensee shall be responsible for returning County facilities to their original state at no charge to the County. The County will have the right to invite the next highest ranked bidder to enter into a contract. The County also reserves the right to re-bid this project if it is determined to be in its best interest to do so.

**J. NOTICE OF RECOMMENDATION TO AWARD**

1. At the conclusion of the RFP response evaluation process ("Evaluation Process"), all bidders will be notified in writing by e-mail or US Mail of the contract award



recommendation, if any, by GSA–RPM. The document providing this notification is the Notice of Recommendation to Award.

The Notice of Recommendation to Award will provide the following information:

- a. The name of the bidder being recommended for contract award; and
  - b. The names of all other parties that submitted proposals.
2. At the conclusion of the RFP response evaluation process, debriefings for unsuccessful bidders will be scheduled and provided upon written request and will be restricted to discussion of the unsuccessful offeror's bid.
    - a. Under no circumstances will any discussion be conducted with regard to contract negotiations with the successful bidder.
    - b. Debriefing may include review of successful bidder's proposal with redactions as appropriate.
  3. The submitted proposals shall be made available upon request no later than five (5) calendar days before approval of the award and contract is scheduled to be heard by the Board of Supervisors.

K. TERM / TERMINATION / RENEWAL

1. The term of the contract, which may be awarded pursuant to this RFP, will be three years.
2. By mutual agreement, any contract which may be awarded pursuant to this RFP, may be extended for an additional three-year term at agreed prices with all other terms and conditions remaining the same.

L. RENTAL FEE

1. Rental Fee

A proposed monthly rental fee for use of the food service locations(s) must be included in all bid proposals.

- a. Prices quoted shall be firm for the first 12 months of any contract that may be awarded pursuant to this RFP.
- b. The County has the right to reassess the contract terms after the first 12 months of any contract that may be awarded pursuant to this RFP.



- c. Licensee shall pay such rental fee every three months based on the price quoted. The fee shall be due on the last day of the month following the three month period. For example, payment for the three month period of January-February-March would be due April 30<sup>th</sup>.
  - d. Payment shall be made payable to County of Alameda, and delivered to the following:  
  
County of Alameda  
c/o Real Property  
1401 Lakeside Drive, Suite 900  
Oakland, CA 94612
  - e. Failure to pay said rental fee on time, may be cause for immediate cancellation of the Agreement at the County's sole discretion.
- 2. Any price increases or decreases for subsequent contract terms may be negotiated between Licensee and County only after completion of the initial term.
  - 3. All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used. There are no exceptions.
  - 4. Federal and State minimum wage laws apply.
  - 5. Prevailing Wages: Pursuant to Labor Code Sections 1770 et seq., Licensee shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

M. AWARD

- 1. Proposals will be evaluated and will be ranked in accordance with the **Error! Reference source not found.** section entitled "Evaluation Criteria/Selection Committee."

2. GSA-RPM will recommend award to the bidder(s) who, in its opinion, has submitted the proposal that best serves the overall interests of the County and attains the highest overall point score. Award may not necessarily be made to the bidder based on rent proposal.
3. The County reserves the right to reject any or all responses that materially differ from any terms contained in this RFP or from any Exhibits attached hereto, to waive informalities and minor irregularities in responses received, and to provide an opportunity for bidders to correct minor and immaterial errors contained in their submissions. The decision as to what constitutes a minor irregularity shall be made solely at the discretion of the County.
4. The County reserves the right to award to a single or multiple Licensees.
5. The County has the right to decline to award this license or any part thereof for any reason.
6. Board approval to award a contract is required.
7. A license agreement must be finalized and signed by the recommended awardee(s) prior to Board approval.
8. The RFP specifications, terms, conditions and Exhibits, RFP Addenda and Bidder's proposal, may be incorporated into and made a part of any license agreement that may be awarded as a result of this RFP.

### **III. INSTRUCTIONS TO BIDDERS**

#### **N. COUNTY CONTACTS**

GSA–Real Property Management (RPM) is managing the competitive process for this project on behalf of the County. All contact during the competitive process is to be through the GSA–RPM department only.

The evaluation phase of the competitive process shall begin upon receipt of sealed bids until a contract has been awarded. Bidders shall not contact or lobby County staff and/or Officials during the evaluation process. Attempts by Bidder to contact County staff and/or Officials may result in disqualification of bidder.

All questions regarding these specifications, terms and conditions are to be submitted in writing, preferably via e-mail by 5:00 p.m. on **OCTOBER 20, 2023** to:

Yolanda McCormack, Real Property Projects Manager  
Alameda County, GSA–RPM  
1401 Lakeside Drive, Suite 900

Oakland, CA 94612  
E-Mail: YOLANDA.MCCORMACK@acgov.org  
PHONE: (510)-208-9734

O. SUBMITTAL OF BIDS

1. All bids must be received by US Mail or other delivery service BY 2:00 p.m. on the due date specified
2. No email (electronic) or facsimile bids will be considered.
3. All costs required for the preparation and submission of a bid shall be borne by Bidder.
4. Only one bid response per location will be accepted from any one person, partnership, corporation, or other entity; however, several alternatives may be included in one response. For purposes of this requirement, "partnership" shall mean, and is limited to, a legal partnership formed under one or more of the provisions of the California or other state's Corporations Code or an equivalent statute.
5. All other information regarding the bid responses will be held as confidential until such time as the Real Property Projects Manager has completed the evaluation, a recommended award has been made, and the license agreement has been fully negotiated with the intended awardee named in the recommendation to award/non-award notification(s). In addition, award information will be posted on the County's "Contracting Opportunities" website, mentioned above.
6. Each bid received, with the name of the bidder, shall be entered on a record, and each record with the successful bid indicated thereon shall, after the award of the order or contract, be open to public inspection.
7. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), County will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Licensee may be subject to criminal prosecution.
8. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Bid Documents.

9. The undersigned Bidder certifies that it is not, at the time of bidding, on the California Department of General Services (DGS) list of persons determined to be engaged in investment activities in Iran or otherwise in violation of the Iran Contracting Act of 2010 (Public Contract Code Section 2200-2208).
10. It is understood that County reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of one hundred eighty (180) days, unless otherwise specified in the Bid Documents.

P. RESPONSE FORMAT

1. Bid responses are to be straightforward, clear, concise and specific to the information requested.
2. In order for bids to be considered complete, Bidder **must** provide responses to all information requested. See Exhibit A – Bid Response Packet.
3. Bid responses, in whole or in part, are NOT to be marked confidential or proprietary. County may refuse to consider any bid response or part thereof so marked. Bid responses submitted in response to this RFP may be subject to public disclosure. County shall not be liable in any way for disclosure of any such records. Please refer to the County's website at:  
<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm> for more information regarding Proprietary and Confidential Information policies.



# EXHIBIT A

## BID RESPONSE PACKET

### RFP No. 20234177 – Food Service Locations

To: The County of Alameda

From: \_\_\_\_\_  
(Official Name of Bidder)

- **AS DESCRIBED IN THE SUBMITTAL OF BIDS SECTION OF THIS RFP, BIDDERS ARE TO SUBMIT ONE (1) ELECTRONIC COPY OF THE BID IN PDF (with OCR preferred). THE ELECTRONIC COPY MUST HAVE ALL APPROPRIATE PAGES SIGNED**
- **ALL NOTATIONS MUST BE PRINTED IN INK OR TYPEWRITTEN.**
- **BIDDER MUST QUOTE PRICE(S) AS SPECIFIED IN RFP DOCUMENT AND AS SPECIFIED IN THE STRATEGIC SOURCING SUPPLIER PORTAL EVENT**
- **BIDDERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT INCOMPLETE BID PACKAGES, SHALL BE SUBJECT TO DISQUALIFICATION AND THEIR BIDS REJECTED IN TOTAL**
- **IF BIDDERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO POLICIES OR SPECIFICATIONS OF THIS RFP THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AMENDMENTS SECTION OF THIS EXHIBIT A – BID RESPONSE PACKET IN ORDER FOR THE BID RESPONSE TO BE CONSIDERED COMPLETE**

## BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the Bid Documents, including, without limitation, the RFI, RFP, Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP No. 20234177 – Food Service Locations.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Licensee, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - **Bid Protests / Appeals Process**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/bidappeal.htm>]
  - **Debarment / Suspension Policy**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/debar.htm>]
  - **Iran Contracting Act (ICA) of 2010**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/ica.htm>]
  - **General Environmental Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/environ.htm>]
  - **First Source**  
[<http://acgov.org/auditor/sleb/sourceprogram.htm>]
  - **General Requirements**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/genreqs.htm>]
  - **Proprietary and Confidential Information**  
[<http://www.acgov.org/gsa/departments/purchasing/policy/proprietary.htm>]
6. The undersigned acknowledges that Bidder will be in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a

contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.

8. Patent indemnity: Vendors who do business with the County shall hold the County of Alameda, its officers, agents and employees, harmless from liability of an nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – Bid Response Packet, the Licensee agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in the RFP.





Official Name of Bidder: \_\_\_\_\_

Street Address Line 1: \_\_\_\_\_

Street Address Line 2: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Joint Venture

☐ Limited Liability Partnership

☐ Partnership

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other: \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Primary Contact Information:

Name / Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## Operating Budget

**Operating Budget:** The proposed budget shall include the monthly rental fee the Licensee will pay the County for each site – a rental fee must be submitted for each site under each location. Bidders must submit a budget that supports its proposed café services. Costs must be reasonable, allocated appropriately, and must include all available leveraged funding and/or other resources such as utilization of Youth Workforce Program.

Vendors shall use the following format for their budget. Additional budget items may be included.

One Month Operating Budget					
	BUDGET ITEM	PROJECTED COSTS	LEVERAGED FUNDING/ OTHER RESOURCES	TOTAL COST	DETAILED NARRATIVE
Location No. 1	Salaries and Wages			\$ -	
	Equipment			\$ -	
	Supplies (Food Costs)			\$ -	
	Other In-Direct Costs			\$ -	
	Rental Fee:			\$ -	
			<b>Subtotal:</b>	\$ -	
Location No. 2	Salaries and Wages			\$ -	
	Equipment			\$ -	
	Supplies (Food Costs)			\$ -	
	Other In-Direct Costs			\$ -	
	Monthly Rental Fee:			\$ -	
			<b>Subtotal:</b>	\$ -	
Location No. 3	Salaries and Wages			\$ -	
	Equipment			\$ -	
	Supplies (Food Costs)			\$ -	
	Other In-Direct Costs			\$ -	
	Monthly Rental Fee: Alameda County Clerk-Recorder's Office			\$ -	
	Monthly Rental Fee: County Administration Building			\$ -	
	Monthly Rental Fee: Jackson Street Building			\$ -	
	Monthly Rental Fee: Rene C. Davidson Courthouse			\$ -	
<b>GRAND TOTAL COST</b>				\$ -	

Vendors are not required to bid on all locations. Any location not being bid on shall be left blank.



## REQUIRED DOCUMENTATION AND SUBMITTALS

All of the specific documentation listed below is required to be submitted with the Exhibit A – Bid Response Packet in order for a bid to be deemed complete. Bidders shall submit all documentation, in the order listed below and clearly label each section with the appropriate title (i.e. Table of Contents, Letter of Transmittal, Key Personnel, etc.) and attached it as PDF file(s) to their online bid submissions through Strategic Sourcing Supplier Portal.

- ☐ 1. **Letter of Transmittal:** Bid responses shall include a description of Bidder’s capabilities and approach in providing its goods and services to the County, and provide a brief synopsis of the highlights of the Proposal and overall benefits of the Proposal to the County. This synopsis should not exceed three (3) pages in length and should be easily understood.
- 3. **Exhibit A – Bid Response Packet:** Every bidder must fill out and submit the complete Exhibit A – Bid Response Packet.
- ☐ (a) **References:**
  - (1) Bidders must use the templates of this Exhibit A – Bid Response Packet to provide references.
  - (2) Bidders are to provide a list of three current and three former business references. References must be satisfactory as deemed solely by County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.
    - Bidders must verify the contact information for all references provided is current and valid.
    - Bidders are strongly encouraged to notify all references that the County may be contacting them to obtain a reference.
  - (3) The County may contact some or all of the references provided in order to determine Bidder’s performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the Response and to use the information gained from them in the evaluation process.
- ☐ (b) **Exceptions, Clarifications, Amendments:**
  - (1) This shall include clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and shall be submitted with your bid response using the template on page 10 of this Exhibit A – Bid Response Packet.
  - (2) **THE COUNTY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR BID DISQUALIFICATION.**

- ☐ 5. **Exhibit A-1, Location No.1:** If bidding on Location No. 1, Exhibit A-1 shall be included with proposal.
- ☐ 6. **Exhibit A-2, Location No. 2:** If bidding on Location No. 2, Exhibit A-2 shall be included with proposal.
- ☐ 7. **Exhibit A-3, Location No. 3:** If bidding on Location No. 3, Exhibit A-3 shall be included with proposal.





## CURRENT REFERENCES

### RFP No. 20234177 – Food Service Locations

**Bidder Name:** \_\_\_\_\_

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	



## FORMER REFERENCES

### RFP No. 20234177 – Food Service Locations

**Bidder Name:** \_\_\_\_\_

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

Company Name:	Contact Person:
Address:	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	





## EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

### RFP No. 20234177 – Food Service Locations

**Bidder Name:** \_\_\_\_\_

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The County is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

Reference to:			Description
Page No.	Section	Item No.	
p. 23	D	1.c.	Vendor takes exception to...

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\*Print additional pages as necessary





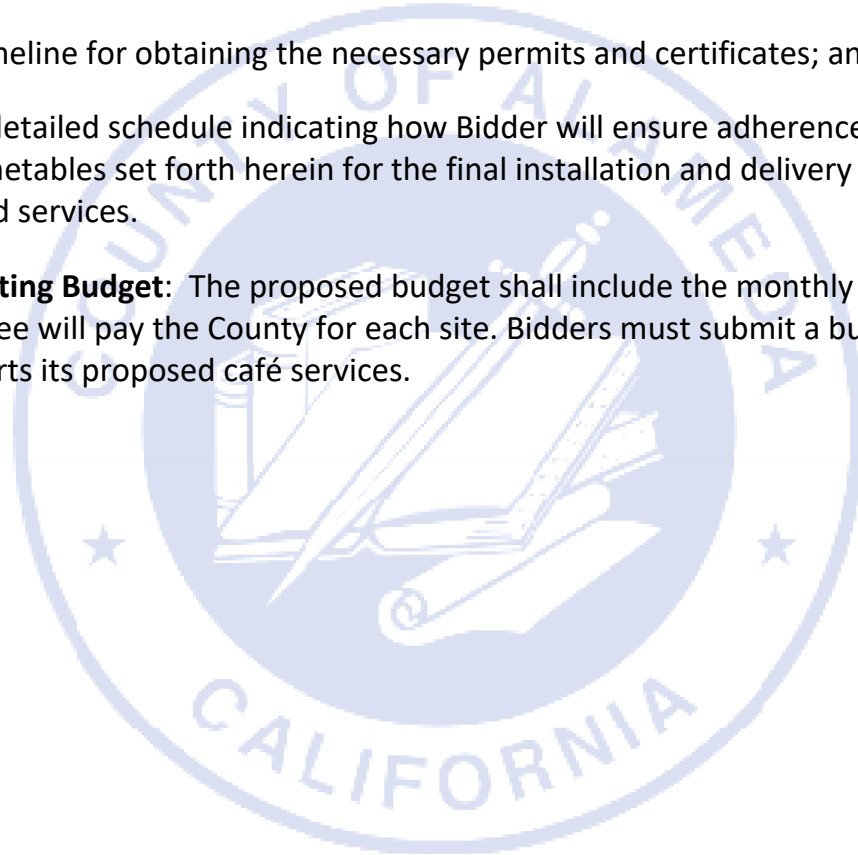
# EXHIBIT A-1

## RFP No. 20234177 – Food Service Locations

Location No. 1: Eden Area Multi-Service Center (24100 Amador, Hayward, CA 94544)

1. **Description of the Proposed Services:** Bid response shall include a description of the approach that will be taken to provide the requested café services. The description shall address the following, but not be limited, to:
  - a. Specify how the services in the bid response will meet or exceed the requirements of the County;
  - b. Explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County;
  - c. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP;
  - d. Describe bidder's ability and history of being an employer, and how bidder will commit to employ, manage and supervise the café and food service operations to ensure high-quality, efficient, timely, attentive and customer-friendly service; and
  - e. Describe the marketing strategies or plans the bidder will use to promote food service offerings at the food service location.
2. **Description of the Proposed Menu:** Bid response shall include a description of the proposed menu items to be provided during the contract term.
3. **Description of the Proposed Equipment:** Bid response shall include a description of the proposed equipment/system to be utilized to provide café services. The description shall specify:
  - a. How the proposed equipment will be utilized to provide services;
  - b. How bidder has previously and proposes to procure and maintain equipment;
  - c. Ability and process for set-up, tear-down and clean-up, equipment needs for the provision of food and beverage service;

- d. Ability and commitment for keeping the food service area clean, neat and in a safe and sanitary condition such as trash being handled in a safe and controlled manner to avoid spills and leaking containers and how supplies will be stored; and
  - e. Approach to leveraging space including storage space.
4. **Implementation Plan and Schedule:** The bid response shall include an implementation plan and schedule. The response shall address the following:
- a. The plan for installing the proposed equipment and services;
  - b. Timeline for obtaining the necessary permits and certificates; and
  - c. A detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final installation and delivery of equipment and services.
5. **Operating Budget:** The proposed budget shall include the monthly rental fee the Licensee will pay the County for each site. Bidders must submit a budget that supports its proposed café services.





## **EXHIBIT A-2**

### **LOCATION No. 2**

#### **RFP No. 20234177 – Food Service Locations**

**Location No. 2: Jackson Street Building: 1111 Jackson St., Oakland, CA 94607**

1. Description of the Proposed Services: Bid response shall include a description of the approach that will be taken to provide the requested café services. The description shall address the following, but not be limited, to:

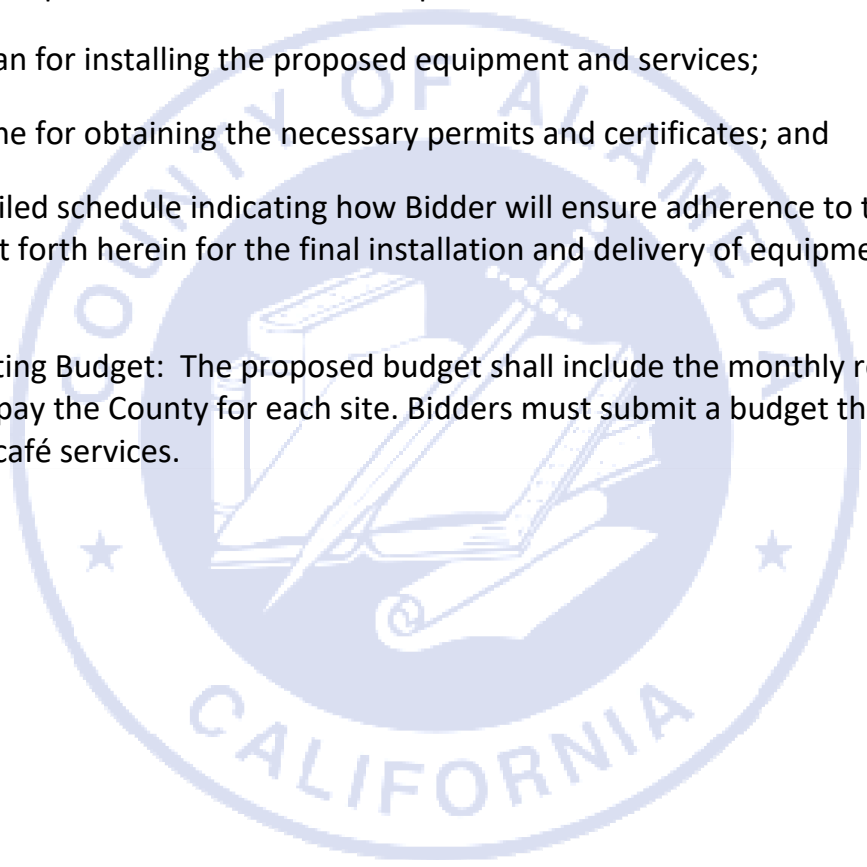
- a. Specify how the services in the bid response will meet or exceed the requirements of the County;
- b. Explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County;
- c. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP;
- d. Describe bidder's ability and history of being an employer, and how bidder will commit to employ, manage and supervise the café and food service operations to ensure high-quality, efficient, timely, attentive and customer-friendly service; and
- e. Describe the marketing strategies or plans the bidder will use to promote food service offerings at the food service location.

2. Description of the Proposed Menu: Bid response shall include a description of the proposed menu items to be provided during the contract term.

3. Description of the Proposed Equipment: Bid response shall include a description of the proposed equipment/system to be utilized to provide café services. The description shall specify:

- a. How the proposed equipment will be utilized to provide services;
- b. How bidder has previously and proposes to procure and maintain equipment;

- c. Ability and process for set-up, tear-down and clean-up, equipment needs for the provision of food and beverage service;
  - d. Ability and commitment for keeping the food service area clean, neat and in a safe and sanitary condition such as trash being handled in a safe and controlled manner to avoid spills and leaking containers and how supplies will be stored; and
  - e. Approach to leveraging space including storage space.
4. Implementation Plan and Schedule: The bid response shall include an implementation plan and schedule. The response shall address the following:
- a. The plan for installing the proposed equipment and services;
  - b. Timeline for obtaining the necessary permits and certificates; and
  - c. A detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final installation and delivery of equipment and services.
5. Operating Budget: The proposed budget shall include the monthly rental fee the Licensee will pay the County for each site. Bidders must submit a budget that supports its proposed café services.





## EXHIBIT A-3

### LOCATION No. 3

#### RFP No. 20234177 – Food Service Locations

Location No. 3: **Juvenile Justice Center: 2500 Fairmont Dr., San Leandro, CA 94578**

1. **Description of the Proposed Services:** Bid response shall include a description of the approach that will be taken to provide the requested café services. The description shall address the following, but not be limited, to:
  - a. Specify how the services in the bid response will meet or exceed the requirements of the County;
  - b. Explain any special resources, procedures or approaches that make the services of Bidder particularly advantageous to the County;
  - c. Identify any limitations or restrictions of Bidder in providing the services that the County should be aware of in evaluating its Response to this RFP;
  - d. Describe bidder's ability and history of being an employer, and how bidder will commit to employ, manage and supervise the café and food service operations to ensure high-quality, efficient, timely, attentive and customer-friendly service.
  - e. Describe the marketing strategies or plans the bidder will use to promote food service offerings at the food service location.
2. **Description of the Proposed Menu:** Bid response shall include a description of the proposed menu items to be provided during the contract term.
3. **Description of the Proposed Equipment:** Bid response shall include a description of the proposed equipment/system to be utilized to provide café services. The description shall specify:
  - a. How the proposed equipment will be utilized to provide services;
  - b. How bidder has previously and proposes to procure and maintain equipment;
  - c. Ability and process for set-up, tear-down and clean-up, equipment needs for the provision of food and beverage service;
  - d. Ability and commitment for keeping the food service area clean, neat and in a safe and sanitary condition such as trash being handled in a safe and controlled manner to avoid spills and leaking containers and how supplies will be stored; and
  - e. Approach to leveraging space including storage space.

4. **Implementation Plan and Schedule:** The bid response shall include an implementation plan and schedule. The response shall address the following:
  - a. The plan for installing the proposed equipment and services;
  - b. Timeline for obtaining the necessary permits and certificates; and
  - c. A detailed schedule indicating how Bidder will ensure adherence to the timetables set forth herein for the final installation and delivery of equipment and services.
5. **Operating Budget:** The proposed budget shall include the monthly rental fee the Licensee will pay the County for each site. Bidders must submit a budget that supports its proposed café services.







## EXHIBIT B

# INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by signing Exhibit A – Bid Packet, the bidder agrees to meet the minimum insurance requirements stated in the RFP, prior to award. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Alameda, which meets the minimum insurance requirements, as stated in this Exhibit B – Insurance Requirements.

The following page contains the minimum insurance limits, required by the County of Alameda, to be held by the Licensee performing on this RFP:

**\*\*\* SEE NEXT PAGE FOR COUNTY OF ALAMEDA MINIMUM 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	<b>Endorsements and Conditions:</b> <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 C

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the COUNTY OF ALAMEDA, a political subdivision of the State of California, hereinafter referred to as the "County" and \_\_\_\_\_ (Tax ID # \_\_\_\_\_), and hereinafter referred to as the "Licensee".

### WITNESSETH

That County, for and in consideration of the license fee, mutual covenants and conditions herein set forth, does hereby permit Licensee the non-exclusive right to use certain space leased/owned by the County and situated in the County of Alameda, State of California, and more particularly described as follows:

Location: Space within the \_\_\_\_\_ {describe physical space} of the \_\_\_\_\_ building, located at \_\_\_\_\_ {street address and city}, California, and designated "Food Service Location" as shown on the attached Exhibit "A".

1. **LICENSE.** County, for and in consideration of the license fee and the terms and conditions of this License, does hereby permit Licensee the non-exclusive use of approximately XXXXX square feet of space within the XXXXXXXX ("Premises"). The Premises consist of XXXXXXXXXXXX, each of which is identified in Exhibit A attached hereto and made a part hereof.
2. **TYPE OF USE.** Said Premises shall be used for the sole purpose of offering food and beverage services ("Cafe Services").
3. **CAL FRESH.** Licensee shall submit a completed CalFresh Restaurant Meals Program (RMP) application to the CA Department of Social Services (CDSS) within 30 days of license commencement.
4. **HOURS OF OPERATIONS.** The current hours of the XXXXXXXX are XXXX a.m. to XXXX p.m. ("XXXXX Hours"). Licensee shall operate Food Services at minimum from the hours of XXXX am to XXXXX pm each day that XXXXXXX is open. Licensee has the option, and is encouraged, to operate Cafe Services during all XXXXX Hours. Cafe Services may also be provided during special events or by special arrangement outside of XXXXXXX Hours in single occurrence basis by mutual written agreement.
5. **ITEMS SOLD.**
  - a. **Items Sold.** Licensee shall use only high quality products and equipment. Licensee shall not sell cigarettes, other tobacco products, or alcoholic beverages or products on County premises. The County reserves the right to prohibit Licensee from serving any particular food or beverage items.
  - b. **Nutritional Options.** In operating Cafe Service, Licensee shall offer affordable items that meet the requirements for providing healthy food options that are in alignment with the Alameda County Nutrition and Physical Activity Policy, as it may be revised from time to time. The current policy, and

minimum standard for Cafe Services provided through this License are as follows:

- I. At least half of food items offered by Licensee will contain:
  - No more than 35% of calories from fat (with no more than 10% of calories from saturated fat);
  - No more than 35% of sugar by weight;
  - 0% trans fat (i.e., avoid hydrogenated fat); and
  - Higher levels of dietary fiber (including high percentage of whole grains, legumes, nuts, seeds, fruits, and vegetables).
- II. At least half of all beverages offered by Licensee will meet healthy option criteria, including:
  - Water and other non-caloric beverages that do not contain sugars or artificial sweeteners (i.e., unsweetened iced tea, sparkling/seltzer waters);
  - Carbonated or non-carbonated fruit juice beverages containing at least 50% fruit juice which is not sweetened with sugar, corn syrup, or artificial sweeteners (i.e., sparkling fruit juice drinks, some smoothies).

**6. SUPPLIES.** Licensee shall provide at its own expense, any and all supplies and equipment needed for Cafe Service and care and maintenance of the Premises. Licensee shall demonstrate a commitment to environmental sustainability including adhering to the following standards relating to packaging and serving ware:

- a. **Serving.** Condiments or other items shall be served in large containers or reusable bowls rather than in individual packages, whenever possible.
- b. **Styrofoam.** No Styrofoam shall be used in any form including cups, serving-ware, and take-away containers.
- c. **Serving-ware.** Serving-ware, including cups, plates, bowls, forks, knives, spoons and take-away containers shall be paper-based or be certified compostable.
- d. **Zero Waste, Recycling And Green Certification.** Licensee shall provide and utilize reuseable utensils, diningware, cups and mugs. Alternatively, Licensee shall utilize bpi certified compostable utensils, cups, plates and liner bags. Within thirty (30) days of license commencement, Licensee shall apply for Green Business Certification through the County of Alameda ([www.greenbusinessca.org](http://www.greenbusinessca.org))

**7. MAINTENANCE.**

- a. **Area.** Licensee shall have the responsibility to maintain and keep all areas of the Premises clean, including the Seating Area.
- b. **Receptacles**
  - i. County shall provide a sufficient number of trash and recycle receptacles in the Seating Area only. County may also provide compost receptacles.



- ii. Licensee shall empty from the Premises, including the Seating Area, all trash and recycle receptacles, and if provided compost receptacles, every day. Licensee shall encourage items to be placed in the appropriate receptacles. Licensee is not required to sort through the receptacles to confirm proper placement. Licensee shall empty each receptacle into the appropriate area and large trash, recycle and compost receptacles.
  - c. **Condition.** Licensee shall keep the Premises and the adjacent areas in a clean, neat, orderly condition, and free of trash or used supplies.
  - d. **Cleaning Products.** Licensee shall use cleaning products that meet Leadership in Energy and Environmental Design (LEED) standards and are identified as a "green" product by a credible eco-labeling system such as Green Seal, UL/EcoLogo, or the U.S. Environmental Protection Agency's Design for the Environment Program, except where disinfectant product is required.
- 8. **CUSTOMER SATISFACTION.** Licensee shall respond to all customer concerns or complaints in a timely manner, and notify the County of any such concerns that Licensee is unable to resolve.
- 9. **UTILITIES.** County shall, without extra charge, provide Licensee reasonable electrical supply for use in operating the Cafe Services. The County shall provide access to electricity in reasonable amounts sufficient for the operation of the Cafe Service, as reasonably determined by the County. Should there be a failure or outage of the electrical supply for any reasons, County shall not indemnify Licensee, nor be responsible, for any resulting losses to Licensee whether or not County had any responsibility for such outage or failure. County shall not indemnify Licensee nor be responsible for damage to equipment, or loss of supplies occurring while such items are stored or used on County's premises. Licensee hereby assumes the risk of all such losses.
- 10. **FURNISHINGS.** The cost of all furnishings and equipment that is necessary to provide the cafe Services shall be the sole responsibility of Licensee.
- 11. **TERM.** This Agreement shall be for a period of three (3) years, commencing on XXXXXXXXXXXX (Commencement Date), and terminating thirty-six (36) months thereafter on XXXXXXXX, XXXXXXXX.
  - a. **Option to Extend.** Should Licensee remain in good-standing throughout the term of this Agreement, Licensee shall have the right to extend the term of this Agreement for a successive thirty-six (36) months upon giving written notice to County no more than 120 calendar days and no less than 90 calendar days prior to the termination of the initial term.
- 12. **TERMINATION.** Either party may terminate this Agreement at any time by giving written notice to the other party at least 30 days prior to the date when such termination shall become effective.
- 13. **FEE.** Licensee shall pay to County a periodic license fee based on XXXXX percent (X%) of Licensee's gross receipts during the term of this Agreement commencing on the Commencement Date. Licensee shall pay such license fee every three months based on the gross receipts of the Cafe Services. The fee shall be due on the last day of the month following the three month period. (For example, the first payment for the period of April - May- June is due on July 31<sup>st</sup>.) County shall have the right to inspect and audit Licensee's receipts and related information used in the calculations. Payment shall be made payable to the COUNTY OF ALAMEDA, and delivered to the following:

County of Alameda  
c/o Real Property Management  
1401 Lakeside Drive, Suite 900  
Oakland, California, 94612

Failure to pay said fee on time, or promptly provide any requested documentation of gross receipts, may be cause for immediate cancellation of the Agreement at the County's sole discretion.

**14. COUNTY'S OPERATIONS.** County may direct Licensee to alter its activities or take such other action as the County deems necessary, in order to eliminate said interference. Licensee shall be given a reasonable time within which to comply with the County's directive, but the determination of what is reasonable in this regard shall be left to County's sole discretion. Any costs incurred by Licensee in eliminating said interference shall be Licensee's sole responsibility. Violation of the provisions of this section shall be grounds for the immediate termination of this license by County.

**15. IMPROVEMENTS.** Licensee shall make no improvements or alterations of any kind to the premises without the prior written approval of the County, which approval shall be at the sole discretion of the County. Any such improvements or alterations shall be made at the sole expense of Licensee. Unless otherwise agreed to in writing by the parties, all such improvements shall become the property of the County of Alameda. Improvements not approved by the County may be removed by County at Licensee's sole expense.

**16. CONDITION OF' PREMISES UPON TERMINATION.** Upon termination of this Agreement, Licensee at its sole cost and expense shall remove all its furnishings, equipment, and personal property from premises and, to the extent requested by County, restore the premises as nearly as possible to the condition in which it existed immediately prior to the date of commencement of this Agreement.

**17. SECURITY/ACCESS.**

- a. Licensee and its employees and agents having contact with youth or at risk adults through their work with Licensee may be subject to background investigations, including fingerprinting.
- b. Licensee is responsible for all background checks and fingerprinting. Licensee shall obtain an appropriate valid release from the individuals to release such background and fingerprint information to County.
- c. Acceptable locations at which to obtain fingerprinting include the following:
  - i. Alameda County Sheriffs Office
  - ii. LiveScan
  - iii. Other fingerprinting verification service that is preapproved by County.

- 18. ASSIGNMENT.** Neither this Agreement nor any rights hereunder shall be transferred or assigned by the Licensee, nor shall the Licensee rent to any person or persons or permit the use of any portion of the subject site by others. Any such action shall be void and County may, at its sole discretion, immediately terminate this Agreement without prior notice for violation.
- 19. ACKNOWLEDGMENT OF TITLE.** It is understood and agreed that Licensee, by the acceptance of this Agreement and by the use or occupancy of said premises, has not acquired and will not acquire hereafter any property rights or interest in or to said premises, and that Licensee may use subject site only as herein provided, nor does Licensee have nor will it obtain any right or claim to the continued use of said premises beyond that specifically given in this Agreement.
- 20. RELOCATION ASSISTANCE.** This Agreement is of a temporary nature and no relocation payment or advisory assistance shall be sought or provided in any form as a consequence of this Agreement.
- 21. HOUSE RULES.** Licensee agrees to abide by any and all house rules as established from time to time by the County. County reserves the right to oversee and amend said rules.
- 22. ACCEPTANCE AND REPAIRS.** Licensee shall, at its sole cost, keep and maintain said premises and every part thereof in good and sanitary order, condition and repair. Licensee shall be responsible for any and all repairs or maintenance of the premises required as the result of the negligent, careless, or willful acts of Licensee, its employees, servants or business visitors. By entry onto the premises, Licensee shall be deemed to have acknowledged that the premises are in good order and repair and suitable for the use anticipated.
- 23. INDEMNIFICATION.** County hereby agrees to defend, indemnify, protect and hold harmless Licensee from and against any and all damages, loss claim, cause of action, liability and expense (including reasonable attorneys' fees) to the extent such arise out of County's negligent acts or omissions or willful misconduct occurring in connection with this License. Licensee hereby agrees to defend, indemnify, protect and hold harmless County, its offices, employees and agents from and against any and all damage, loss, claim, cause of action, liability and expense (including reasonable attorneys' fees) to the extent such arise out of the negligent acts, omissions or willful misconduct of Licensee or its employees, subcontractors or agents, occurring in connection with this Licensee.
- 24. INSURANCE.** Licensee shall at all times during the term of this Agreement maintain in force those insurance policies as designated in **Exhibit "C"** and shall comply with all those requirements as stated therein. County may, at County's sole option, terminate the Agreement without prior notice should Licensee fail to comply herewith.
- 25. PROPERTY TAXES.** Licensee recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Licensee may be subject to the payment of property taxes levied on such interest. Any such taxes shall be the sole responsibility of Licensee.
- 26. INSPECTION.** The County shall have the right at all times to enter upon said premises to inspect the same and determine if said use is to the satisfaction of County.
- 27. LIAISON.** The County, in order to expedite any questions of rules and regulations, business practice, etc. will establish a liaison to deal with these matters. As of this date, the designated liaison is Real Property Project Manager, Yolanda McCormack

Yolanda.mccormack@acgov.org. All communication regarding the terms of this License will be conducted between the County liaison and the Licensee unless Licensee designates in writing an alternate spokesperson.

**28. HEADINGS.** The headings used in this Agreement are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part hereof.

**29. NOTICES.** Any demand or notice which either party shall be required or may desire to make upon, or give to the other, shall be in writing and shall be delivered personally upon the other or be sent by prepaid certified mail addressed to the respective parties as follows:

**COUNTY:**

Real Property Manager  
1401 Lakeside Drive, Suite 900  
Oakland, CA 94612

**LICENSEE:**

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

**30. LICENSEE COMPLIANCE.** Licensee shall comply with County's policies and all applicable federal, state, and local laws and regulations governing sanitation, infection control, and the preparation, handling and serving of foods and beverages and all aspects of its operation. Licensee will procure and keep in effect all necessary licenses, permits, and food handler's cards required by law, including, but not limited to, state and local public health laws. Licensee shall insure that food products for sale are purchased from vendors complying with all applicable federal, state, and local laws concerning sanitary preparation and manufacture of such products.

**31. HEALTH AND SAFETY.** Licensee shall at all times possess all applicable business and Health Department permits and certificates that may be required for its operation. County reserves the right to inspect such permits and certificate at all times. Licensee shall also keep the area clean and expediently mop up spills, maintain containers for refuse disposal and provide for recycling of applicable materials. Failure to maintain acceptable levels of sanitation and health and safety practices shall result in immediate cancellation of the Agreement.

**32. NOISE LEVELS.** Licensee shall not play any radio, music or create other noise or nuisance within said building outside of the standards agreed upon with the Real Property Manager.

**33. SIGNS.** Licensee shall only display those signs that are approved by County.

**34. SOLICITING.** Licensee shall not enter into business areas of the County building without permission first given by County. Licensee shall not distribute any advertising materials such as flyers on County premises without the prior written consent of County. Licensee shall not display or distribute any signage or advertising other than the County approved signage affixed to Licensee's "Food Service Area", which may be displayed during the business hours set forth above in Section 1. Licensee shall not use the name or logo of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior consent of County in each instance.



**35. STATUS OF EMPLOYEES.** In the performance of the obligations under this Agreement, it is mutually understood and agreed that each party is at all times acting and performing as independent contractor with respect to the other party and that no relationship of partnership, joint venture or employment is created by this Agreement. Neither party, nor any other person performing services on behalf of such party pursuant to this Agreement, shall have any right or claim against the other party under this Agreement for social security benefits, workers' compensation benefits, health benefits, vacation pay, sick leave or any other employee benefits or any kind.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates appearing below the signatures of their respective authorized representatives.

