

Request for Proposal (RFP)

Notice to prospective bidders
for coffee and non-alcoholic beverage service space at:

May Lee State Office Complex (MLSOC)
Café
651 Bannon Street
Sacramento, CA 95811

Advertisement end date:	August 3, 2026
Mandatory walk-through:	August 4, 2026 at 1:30 p.m.
Question and answer period:	August 4, 2026 to August 11, 2026
Submission due date:	August 17, 2026 5:00 p.m.
RFP contact:	Department of General Services State Owned Leasing and Development Attn: John Pine 707 3rd Street, 5th Floor (Project 16961) West Sacramento, CA 95605 (279) 799-4097 John.Pine@dgs.ca.gov

Prepared by:
John Pine
State Owned Leasing and Development
Date: July 5, 2026

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I. INTRODUCTION:

The California Department of General Services (DGS), Facilities Management Division (FMD), collectively referred to as State, invites you to review and welcomes proposals for the Café space located in the May Lee Office Complex at 651 Bannon Street, Sacramento County, California.

- The coffee shop space, known as the MLSOC Café, will provide coffee and non-alcoholic beverage service for State employees, guests, and the local community.
- The MLSOC Café is furnished with beverage service equipment comprised of a counter service and seating area which measures 2,831 square feet (SF).
 - The service area is set up with storage, beverage prep areas, and a cash wrap.
 - The service area also includes refrigerated shelves and counters for online orders and pre-prepared grab-and-go food items.
- The State is seeking a qualified coffee service provider (“Awarded Bidder”) to provide a variety of coffee and non-alcoholic beverage options and excellent customer service. Operations could include, but are not limited to: snacks, beverages, grab-and-go food, and online ordering. At no time will alcoholic beverages be served. The Awarded Bidder must maintain a high level of customer service and prioritize DGS’ satisfaction with food quality, pricing, and menu selection.

Proposal Submission Information

Please take the time to familiarize yourself with the proposal requirements. All proposals must comply with the instructions herein. Proposals submitted for consideration must also be received by the date as specified on the cover page labeled “SUBMISSION DUE DATE”.

- The State will not consider any proposal in which material/information requested is not furnished or where unclear or incomplete information is provided. Prospective bidders are hereby notified that this award shall be made in the best interest of the State and the State reserves the right to reject any and all proposals received in response to this request.
- The Awarded Bidder will have the opportunity to utilize the kitchen during non-business hours for preparation and could potentially extend past business hours based on the proposal provided. The Awarded Bidder will need to comply with all the terms of the lease. Use of the space during non-business hours, or any additional requests, must be included in the proposal submission.

Sustainability Compliance

It is a mandatory requirement that the Awarded Bidder administer sustainable programs throughout operations. The Awarded Bidder should note that the State’s goal is to promote sustainable environmental practices and reduce waste by recycling and eliminating disposable products. The Awarded Bidder will need to become familiar with the Sustainable Food Services Standards as prescribed by the US Green Building Council’s Leadership in Energy and Environmental Design Operations and Maintenance Standards (LEED O&M).

- The Awarded Bidder shall purchase recyclable or biodegradable paper supplies, utensils, plates, bowls, to-go containers, and any other utensil to be used by Café customers. Styrofoam products are prohibited and therefore the Awarded Bidder will not purchase, use, or provide to customers any Styrofoam cups or containers.
- The Awarded Bidder shall properly recycle all glass, cans, plastics, cardboard, paper, aluminum, and food waste as part of the sustainable compliance effort and train Café staff on all recycling practices. The Awarded Bidder must also contract with local waste oil recycler.

- The Awarded Bidder shall provide Café employees with food waste (organic waste) procedures and participate in the organic waste diversion program coordinated by DGS. The Awarded Bidder shall collect all organic waste generated in the Café and deliver the material to the collection bins at the back of the building.

II. PROJECT SCOPE:

The purpose of this RFP is to enter into a Coffee Shop and Café Lease Agreement for the supply of food services and café operations at this location.

The State is seeking a Café operator that:

- Is committed to providing affordable hot beverage options.
- Provides “grab-and-go” options along with kiosk/mobile ordering.
- Provides professional and hospitable services within a pleasant environment.
- Establishes and maintains control over all aspects of Cafe operations.
- Works closely with DGS, FMD staff to resolve all issues quickly and effectively.
- Utilizes the equipment provided.

Terms:

- Rent: All offers will be considered, including those with revenue share proposals.
- Profits: Awarded Bidder shall keep all profits.
- Hours of operation: All proposals will be considered. Ideal candidate would be open prior to office hours and open during State business.

III. PROJECT LOCATION and SIZE:

The bid proposal is being requested for Café space located in Sacramento County at the following address:

651 Bannon Street, Sacramento, CA 95811

The approximate size of the facility is as follows:

- Café service and eat-in area: 2,831 SF

IV. PROPOSED TIME SCHEDULE

All bidders are hereby advised of the following proposed time schedule and will be expected to adhere to the required dates and times.

Event	Start Date	End Date	Time
RFP Advertisement (Posted on Cal eProcure)	07/17/2026 to 08/03/2026		

RSVP Deadline for Mandatory Site Walk	08/03/2026		11:59 p.m.
Mandatory Site Walk / Bidder Conference	08/04/2026		1:30 p.m.
Question and Answer Period	08/04/2026	08/11/2026	5:00 p.m.
Final Bid Deadline (delivered by)	08/17/2026		5:00 p.m.
Evaluation of Proposals by State	08/19/2026		
Award Bid	08/25/2026		
Anticipate Start of Lease Operations	10/01/2026		

Note: The Proposed Time Schedule is subject to change at the State's discretion.

VI. PROPOSAL INSTRUCTIONS:

Mandatory Site Walk:

A mandatory site walk is scheduled at the time and location shown on page 1, the cover sheet. Contact the person on the cover sheet to RSVP for the walkthrough.

- If a bidder does not attend the walkthrough, they will be disqualified from bidding.
- During the site walk, the prospective bidder should carefully examine work sites and specifications.
- The prospective bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered.

Submission of Proposal:

- All original proposals must be received by the date shown on the cover sheet under sealed cover to the following address:
Department of General Services
State Owned Leasing and Development
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Attn: John Pine
- The sealed cover must be plainly marked with the Lease number and title, must show your firm name and address, and must be marked with "DO NOT OPEN". Proposals not submitted under sealed cover may be rejected.
- The proposals should be submitted in an organized manner, each copy in one volume with parts appropriately tabbed and identified for each of the following sections. The entity submitting the proposal must be the same legal entity that will be the occupant and operator of the facility. All information submitted shall relate solely to the actual Café operator. Each proposal should be bound, placed in a binder, or stapled. Please submit three (3) individual copies of the proposal.
- A deposit of five hundred dollars and zero cents (\$500.00) in the form of a cashier's check made out to the State of California is required to be submitted with the proposal package. The Awarded Bidder will have its cashier's check applied to the first month's rent. All other cashier's checks shall be returned to the unsuccessful bidders.
- All prospective bidders must complete Form CCC-307 (Contractor Certification Clauses), labeled "Exhibit I" attached hereto and made a part hereof, and include the form in the bid package.
- All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State.
- A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- A bidder may withdraw its proposal by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- The State may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a Proposal Package.

- The awarding agency, DGS, reserves the right to reject all proposals. The agency is not required to award an agreement to lease.
- Before submitting a response to this solicitation, prospective bidders should review, correct all errors, and confirm compliance with the RFP requirements.
- No oral understanding or agreement shall be binding on either party.

Disposition of Proposal:

Upon the opening of proposals, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6251 et seq.) and be subject to public review.

Café Lease Agreement:

The winning bidder will enter into a Lease agreement with the State prior to the Café's start of operations. A sample lease is provided within this RFP as "Exhibit H" where the terms and conditions can be found. The State's general terms and conditions within the lease are not negotiable.

Lease Execution and Performance:

Service shall be available on the date set by the awarding agency and the Awarded Bidder after all approvals have been obtained and the agreement is fully executed. Should the Awarded Bidder fail to commence work at the agreed-upon time, the awarding agency, upon five (5) days' written notice to the Awarded Bidder, reserves the right to terminate the agreement and award the contract to the next highest bidder.

Minimum Bid Qualifications (see sample scoring table in section VIII):

1. Cover letter: Prepare a cover letter for the proposal indicating your commitment to quality and intent to adhere to the State's interests as stated in the Introduction of the RFP. The cover letter required for this response should be signed by the individual authorized to bind the firm.
2. Legal documents (minimum of one required):
 - Fictitious Business Name Statement (unless not required by law).
 - Corporate filing with the Secretary of State (unless not required by law).
 - Business License
3. Financial documents (minimum of one required):
 - A Letter of Credit from a financial institution (minimum \$10,000.00); or
 - An Intent to Issue Letter of Credit from a financial institution (minimum \$10,000.00); or
 - A Bank Statement showing liquid assets of \$10,000.00 or more.
4. Resume: Provide qualifications summarizing the bidder's experience in food service management.
5. References: Provide three (3) references from former clients or employers which you provided food related services. Provide reference contact name, address, and phone number.

Bid Proposal Scoring (see sample scoring table in section VIII):

1. Clarity and Organization of Proposal: The proposal is presented in a clear, organized manner that facilitates the evaluation process.
2. Business Plan: Proposer shall provide their business plan that describes the overall approach to their work, identify specific techniques and methodologies that will be used, and specific administrative and operational management expertise that will be employed to accomplish all tasks. Rent and hours of operation should be included in this section.
 - a. Labor and Training Practices:
 - i. Employee Handbook
 - ii. Describe personnel-related functions designed to maintain compliance with all local, State, and Federal laws including, but not limited to:
 - iii. Fair employment practices
 - iv. Lawful wage and hour practices
 - v. Occupational safety and health requirements
 - vi. Affirmative action statement
 - vii. Provide a list of the minimum number of hours that will be required for each on-site employee (management and hourly) prior to opening day.
 - viii. Specify how many total hours will be expended for management and hourly employees
 - b. Sanitation and Safety Practices:
 - i. Briefly describe sanitation and safety practices, and the anticipated program to train and reinforce standards in the Café operations
 - ii. Outline sanitation and safety inspection procedures for the Café operations
 - iii. Provide a sample checklist for use during the inspections, indicate the frequency of the inspections, and individuals responsible for completing the inspections
 - iv. Outline how you plan to prevent grease and other drainage/sewer system build-up and blockage
 - v. Describe Sustainability Compliance
 - vi. Waste, cleaning and recycling practices must comply with all current LEED standards in the Best Practices
3. Resume
 - a. Summary of highlights and qualifications
 - b. Professional experience
 - c. Management and supervision experience
 - d. Summary of total years' experience in the industry.
4. Operating Plan and Menu Themes:
 - a. Provide Operating Plan:
 - i. Include sufficient detail to clearly describe how you will operate coffee shop service.
 - ii. Describe how your company solicits customer comments/complaints, and how you will initiate action
 - b. Provide Menu Themes and Selections:
 - i. Provide sample concept menu with pricing (include food and beverage merchandising techniques).

VII. PROPOSAL REQUIREMENTS:

Proposal Evaluation Criteria:

- Each proposal will be checked for required information in conformance with the submission requirements of this RFP.
- The State will evaluate each proposal to determine its responsiveness to the published requirements.
- Proposals that contain false or misleading Statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

MINIMUM QUALIFICATIONS	Yes	No
1. Cover Letter		
2. Copy of Legal Documents (minimum of one required) a. Fictitious Business Name Statement (unless not required by law) b. Corporate Wiling with Secretary of State (unless not required by law) c. Business License		
3. Copy of financial documents a. Letter of credit, or an intent to issue letter of credit if awarded, from a financial institution (minimum \$10,000.00) or a Bank Statement referencing liquid assets in amount of \$10,000.00 or more.		
4. Resume		
5. References		
Bids must include all five (5) minimum qualification items for consideration		

PROPOSAL SCORING TABLE		
1. CLARITY AND ORGANIZATION OF PROPOSAL	Points Possible	Points Awarded
The proposal is presented in a clear, organized manner that facilitates the evaluation process.	50	
2. BUSINESS PLAN	Points Possible	Points Awarded
Proposer shall provide a business plan that describes the overall approach to their work, identify, specific techniques, methodologies and specific administrative and operational management expertise that will be used to accomplish all tasks.	400	
3. RESUME	Points Possible	Points Awarded
Highlights of Qualifications and Professional Experience	200	
4. OPERATING PLAN AND MENU	Points Possible	Points Awarded
Provide Operating Plan: • Include sufficient detail to clearly describe business operations including beverage service details • Description of how customer feedback is received, and how you initiate action to comments/complaints • Include food and beverage merchandising techniques	200	
Provide Menu Selections : • Sample concept menu and pricing • Description of available services	150	
TOTAL POINTS	POINTS POSSIBLE 1000	SCORE

SCORING METHODOLOGY		
% Points Awarded	Interpretation	General Basis for Point Assignment
0 - 25%	Inadequate	Fails to address the requirement(s) being scored or proposer does not describe any experience related to the requirement(s). The omission(s), flaw(s), or defect(s) are significant and unacceptable.
26 - 50%	Adequate	Proposal response (i.e. content and/or explanation offered) is adequate to meet DGS's needs, requirements or expectations. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
51 - 75%	Good	The proposal response fully meets DGS's needs, requirements, or expectations, with a high degree of confidence in the contractor's response or business proposal. Proposer offers one or more enhancements to features, methods, or approaches that exceed basic expectations.
76 - 100%	Excellent	All requirements are addressed with the highest degree of confidence in the contractor's response or business proposal. The response exceeds the requirements in providing superior experience, a creative approach, or an exceptional business proposal.

The proposal evaluation criteria specifies the total number of points possible for each section. Using the Scoring Methodology chart, the evaluation team will determine the points awarded for each section. For each technical scoring criterion, numbers will be rounded to the nearest whole number.

List of Exhibits

The following exhibits are incorporated herein and by this reference incorporated into this RFP.

Exhibit A - Floor Plan

Exhibit B - State-Owned Equipment

Exhibit C - Operational Terms and Conditions

Exhibit D - Items For Sale

Exhibit E – N/A

Exhibit F - Cleaning and Maintenance Schedule

Exhibit G - California Uniform Retail Food Facilities Law (CURFFL)

Exhibit H - Safety Checklist

Exhibit I - Sample Café Lease (attached separately)

Exhibit J - Contractor Certification Clauses (CCC-307)

Exhibit L - Sustainable Food Service Practices

Exhibit A - Floor Plan

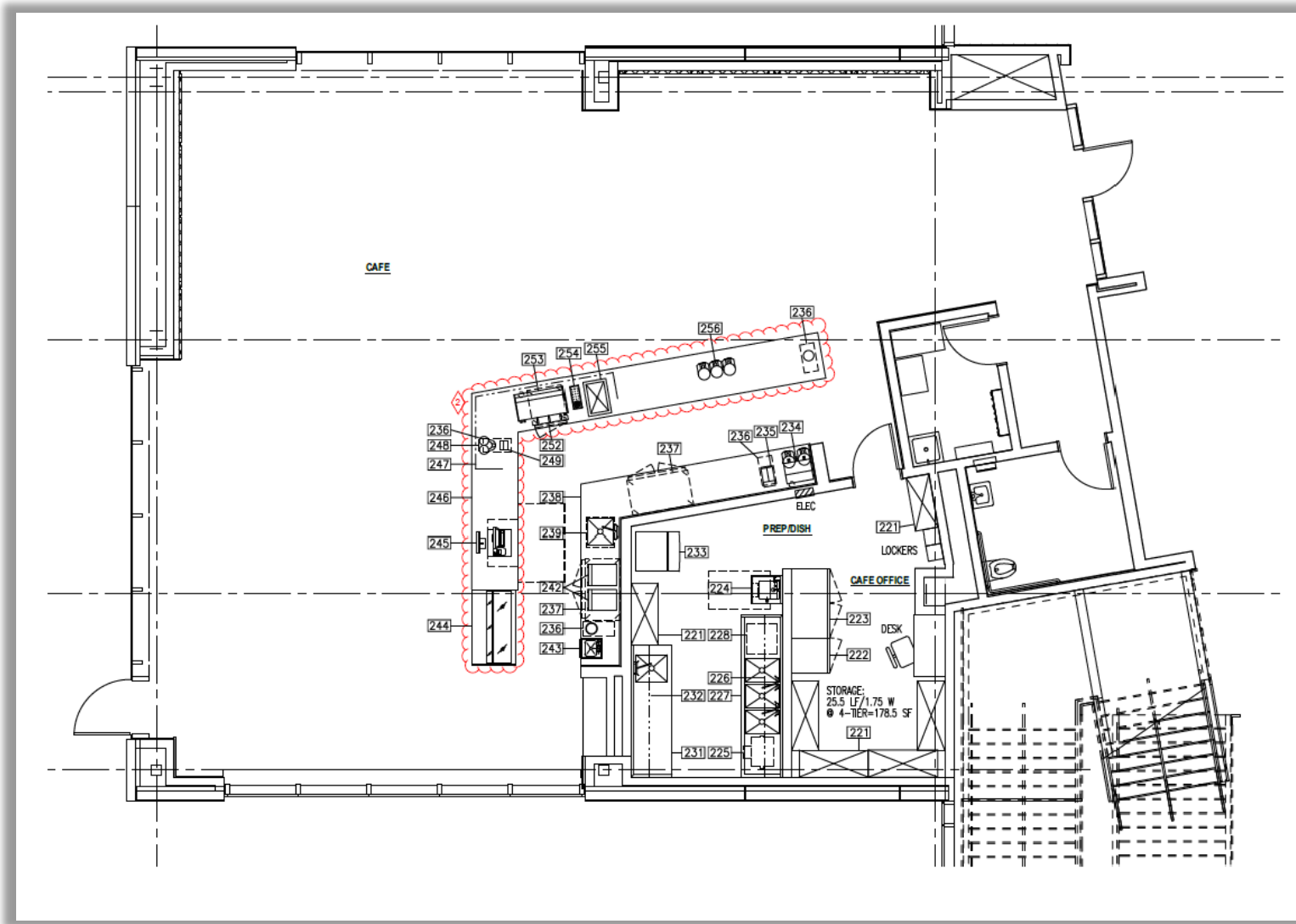


Exhibit B - State-Owned Equipment

ITEM	QTY	DESCRIPTION	MANUFACTURER	MODEL NUMBER	NOTES
221	6	SHELVING	EAGLE	S4-88Z FOUR TIER	
222	1	FREEZER	BEVERAGE AIR	HBF23HC-1	
223	1	REFRIGERATOR	BEVERAGE AIR	HBR48HC-1	
224	1	HAND SINK/SIDE SPLASH/S&T/EW	EAGLE GROUP/GUARDIAN	HSAP-14-ADA-FE-B/G1848	
225	1	GREASE TRAP	BIG-DIPPER	W-200-IS/SFK-1 STAND	
226	1	WALL SHELF/UTENSIL RACK	CUSTOM FABRICATED	SEE ELEVATIONS	
227	1	POT SINK	CUSTOM FABRICATED	SEE ELEVATIONS	
228	1	U/C DISHMACHINE	JACKSON	DISHSTAR HT-E-SEER	
229		NOT USED			
230		NOT USED			
231	1	WORK TABLE WITH SINK	CUSTOM FABRICATED	SEE ELEVATIONS	
232	1	WALL SHELF	CUSTOM FABRICATED	SEE ELEVATIONS	
233	1	ICE MACHINE/BIN	ATOSA	YR450-AP-161/CYR400P	
234	1	COFFEE BREWER	FETCO	CBS-2132XTS (E213252)	
235	1	COFFEE GRINDER	FETCO	GR-2.2 (G02012)	
236	4	TRASH CONTAINER	RUBBERMAID	FG354060GRAY	
237	2	U/C REFRIGERATOR	BEVERAGE AIR	UCR48AHC	
238	1	BACK COUNTER	CUSTOM FABRICATED	SEE ELEVATIONS	
239	1	UNDERMOUNT SINK/FAUCET	ADVANCE TABCO/T&S	2020A-12/B-1123-CR	
240		NOT USED			
241		NOT USED			
242	2	CONVECTION/MICROWAVE	TURBOCHEF	ECO-9500-1	
243	1	HAND SINK/S&T	EAGLE GROUP	HWB-T	
244	1	DISPLAY REFRIGERATOR	FEDERAL	ESSRC-5952-SC	
245	1	POINT-OF-SALE	PROVIDED BY OPERATOR		NC
246	1	SERVING COUNTER	CUSTOM FABRICATED	SEE ELEVATIONS	
247	1	EQUIPMENT SHIELD	PREMIER	UV BONDED GLASS	
248	1	ESPRESSO GRINDER	F&O LA MARZOCCO	SWIFT	
249	1	KNOCK BOX	F&O ESPRESSO PARTS	EPK665B	
250		NOT USED			
251		NOT USED			
252	1	U/C REFRIGERATOR	BEVERAGE AIR	UCR27AHC	
253	1	ESPRESSO MACHINE	F&O LA MARZOCCO	GB/5-3-EE	
254	1	PITCHER RINSER	F&O ESPRESSO PARTS	EPPR724	
255	1	DROP-IN ICE BIN/SLIDING LID	ADVANCE TABCO	D-24-IBL	
256	3	COFFEE DISPENSER	FETCO	L4S-10/A147	
257		NOT USED			
258		NOT USED			
259		NOT USED			
260		NOT USED			
ABBREVIATIONS:					
FSEC	FOODSERVICE EQUIPMENT CONTRACTOR		EW	EYE WASH	
S/S	STAINLESS STEEL				
U/C	UNDER COUNTER				
S&T	SOAP AND TOWEL				
NC	NOT IN CONTRACT				
SCHEDULE / DRAWING NOTES:					

Exhibit C - Operational Terms and Conditions

I. AWARDED BIDDER AGREES TO:

Establish and operate a Café to provide fresh, high-quality beverages and various pre-packaged foods items in accordance with all terms and conditions, as specified herein.

II. HOURS OF SERVICE

A. Schedule

To be determined by vendor proposal.

B. Schedule Modification

Adjustments of operating days and hours necessitated by building conditions may be made between the DGS, FMD and the Awarded Bidder. Any adjustments initiated by the Awarded Bidder will require thirty (30) days written notification, with a justification for the proposed change, and be approved by the on-site DGS Coordinator in writing before implementation.

IV. DETAILED DESCRIPTIONS OF BEVERAGE SERVICES TO BE PROVIDED

The Awarded Bidder shall serve high quality beverages under clean and sanitary conditions, in accordance with both the provisions and recommendations contained in the most current Food Code, U.S. Public Health Service, Publication No. (FDA) PB95-265492CEH, during the entire term of the Agreement.

A. Awarded Bidder shall:

1. Provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the building in which services are provided.
2. Allow all employees and visitors to the building access to and use of the public dining room, which is not a part of the subleased space included in this Agreement.
3. Maintain all licenses and permits as required by all State and local authorities, and all applicable building, health, sanitary ordinances, and other regulations and laws.
4. Employ a full-time, on-site Manager responsible for all Café functions and personnel. The Manager must have a minimum of five (5) years of consecutive employment in a similar operation with comparable responsibilities.
5. Employ sufficient and suitable personnel, secure and maintain insurance, maintain records, submit reports, and observe other Lease requirements, all as more specifically detailed herein.
6. Awarded Bidder shall conduct his/her operations as to offer the least possible obstruction and inconvenience to the public and to building tenants, with due regard to the rights of the public and to building tenants. Any person that the State deems incompetent or disorderly shall be promptly removed, and may not return to the Premises.
7. Awarded Bidder, and the agents and employees of Awarded Bidder, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

B. Menus and Pricing

1. Awarded Bidder shall provide services, sell drink and some food items, and meet the minimum standards for this Café, as identified in Exhibit D and Exhibit E. During each serving period, menus with prices listed shall be prominently displayed for customers.

2. Awarded Bidder shall complete the pricing in a sample Café Menu. All pricing shall be based on fair market value. If the State elects to use sample daily menu as proposed, then it shall be binding upon the Awarded Bidder for at least the first year of operation unless otherwise agreed to in writing.

C. Awarded Bidder's Equipment, Utensils, and Supplies

1. All required equipment and utensils not provided by the State under the provisions of Exhibit B, shall be provided by the Awarded Bidder, and replaced when necessary due to loss, wear, breakage, or obsolescence. All items provided by the Awarded Bidder shall be of good quality, suitable for the purposes intended, and consistent with the quality of the various items provided by the State. All equipment furnished by the Awarded Bidder shall be subject to State approval.
2. Awarded Bidder to provide all necessary expendable items and consumable supplies such as, but not limited to, paper cups, paper plates, napkins, condiments, etc.

D. Equipment, Maintenance, Repairs, and Service

1. The Awarded Bidder shall provide the necessary maintenance, repair, and replacement of all Café equipment. Repair means to repair or replace a component of the entire piece of equipment. Replace means to provide a new or different piece (in good working order) of equipment that is comparable in quality.
2. The Awarded Bidder shall maintain equipment provided by the State listed in Exhibit B, in good working order by normal servicing and repair. Awarded Bidder shall be responsible for all costs associated with servicing and repairs. Notify Building Manager of equipment not operational to check for warranty of the equipment.
3. If Awarded Bidder elects to replace the State's equipment, Awarded Bidder shall obtain prior written authorization from the State in the event the equipment is under warranty. At no time shall any piece of State equipment be disposed of without prior written authorization. This authorization shall also provide precise instructions for the removal and disposition of this equipment. Awarded Bidder shall be responsible for all costs associated with the delivery and placement of new equipment and removal of the old equipment.

4. If Awarded Bidder elects to replace said piece of State's equipment, ownership of the new piece of equipment may remain with the Awarded Bidder unless the State elects to purchase it from Awarded Bidder.
5. Awarded Bidder shall be responsible for cleaning and proper maintenance of equipment in all areas of the Café on a regular basis rather than it belongs to the State or Awarded Bidder. Consult with Building Manager to determine if there is a required maintenance on any equipment to maintain the warranty.

E. Preventive Maintenance, Testing and Report

1. Awarded Bidder is required to perform a preventive maintenance program pursuant to the manufacture's specifications and requirements on all State-owned equipment. In the event the Awarded Bidder does not have maintenance department or qualified maintenance personnel, the Awarded Bidder is required to contract with a qualified equipment maintenance source.
2. At the beginning of each month, Awarded Bidder will forward to the DGS Building Manager a report of the preventive maintenance schedule and work actually performed providing the dates that each job was completed.
3. Failure of the Awarded Bidder to perform preventive maintenance on the equipment may result in the State obtaining maintenance company services and shall then bill the Awarded Bidder for such services.
4. Arrange for a qualified, licensed Vendor to certify the fire suppression systems semi-annually, as required by State law. Awarded Bidder is required to coordinate and schedule the inspection with the DGS Building Manager. Awarded Bidder shall be responsible for all costs associated with the suppression system inspection.

F. Sanitation and Food Quality

1. All food and drinks served shall be of good quality, wholesome, and free from spoilage or misbranding, and safe for human consumption. Any food that is recalled will be excluded from the menu until deemed safe to consume.
2. All employees assigned by the Awarded Bidder to perform work under this Lease shall be physically able to do their assigned work and shall be free from communicable diseases, as certified by a medical examination, done at no cost to the State. All current Federal, State, and local codes and regulations relating to food service sanitation and procedures shall be adhered to by the Awarded Bidder and its personnel at all times.

G. Awarded Bidder's Personnel

1. Awarded Bidder shall provide test reports for its personnel (all food handlers), if required by existing laws, regulations, statutes, and local ordinances.
2. Awarded Bidder shall employ sufficient personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service at all times. All employees must be sober, conscientious, neat, and courteous. Awarded Bidder must at all times provide an adequate staff of food service employees to perform the varied and essential duties inherent to a successful food service operation.
3. It is the intention of DGS, FMD to have the Café services linked to the local community. To that end, Awarded Bidder will participate with local culinary schools when seeking staffing or relief personnel. Some of these local culinary schools may include, but are not limited to:
 - Culinary Arts and Farm-To-Fork Education (WUSD)

- American River College
 - Cosumnes River College
4. Provide adequate, trained relief personnel to substitute for the absent regular employees, in order to ensure that a high-quality food service operation will be maintained at all times.
 5. Require all personnel to comply with any instruction pertaining to conduct and building regulations that are in effect for the control of persons in the building, or as may be issued for that purpose by the State during the duration of this Lease.
 6. All agents, employees, and/or representatives of the Awarded Bidder shall be professionally and appropriately attired. Awarded Bidder's employees shall wear a distinctive item of clothing such as a badge, cap, armband, blouse, or uniform as a means of identification during the time they are in the Building. Awarded Bidder's employees shall wear proper sanitation attire, (to include hair nets and/or head covers, and professional food service type gloves) when handling food, during the time they are performing their duties in the Café. Legible name plates identifying each employee shall be provided by the Awarded Bidder and displayed as part of the uniform.
 7. All articles found by the Awarded Bidder, its personnel, or by patrons and given to Awarded Bidder's personnel shall be turned in to the on-site DGS Building Manager immediately.
 8. Notify the State of any changes in those personnel allowed access to the Café Premises, for the purpose of providing services outlined herein. Upon each personnel change, the State reserves the right to conduct fingerprinting and clearance through the Department of Justice, Bureau of Criminal Identification, and Information, prior to being permitted access to the Premises.
 9. Awarded Bidder and its personnel shall be responsible for the security of all areas under the jurisdiction of the Awarded Bidder. Designated employees shall have the responsibility for determining that all equipment, lights, fans are turned off, and doors locked when the Café is closed.

H. Licensing and Permits

The Awarded Bidder must comply with all applicable laws and regulations governing the operation of a Café and secure all licenses, permits, and food handlers' cards required by law, in Awarded Bidder's name, and at no cost to the State. Awarded Bidder shall post within the Café area such permits, licenses, or notices as are required by law. All permits, licenses and notices shall be maintained current for the entire duration of this Lease.

I. Cleaning and Custodial Services

1. Awarded Bidder must provide custodial services in accordance with LEED Best Practices, Exhibit F and Exhibit G and any other applicable codes or regulations.
2. Awarded Bidder must provide trash and garbage removal in the Café kitchen, serving area, public dining, and storage areas. Garbage shall be placed in the designated area pursuant to Paragraph VIII.

3. Awarded Bidder must clean the drains and grease trap on a quarterly basis and clean the exhaust vent hood system on a semi-annual basis. Awarded Bidder is required to coordinate and schedule the cleaning with the DGS Building Manager. Furthermore, Awarded Bidder shall be responsible for all costs associated with cleaning the grease trap and exhaust vent hood system, which are attributable to its daily operation.

V. SAFETY

- A. All of the services shall be performed in a safe, professional and competent manner and in accordance with all applicable Federal, State, and local laws, code regulations, and ordinances including, but not limited to the Fair Labor Standards Act, General Industry Safety Orders, the State and Federal Occupational Safety and Health Act, and any and all applicable Environmental Laws.
- B. Awarded Bidder is responsible for completing the Safety Checklist (Exhibit H) pursuant to local ordinances, State, and Federal laws and regulations.
- C. All services shall meet or exceed local industry standards and practices.

VI. KEYS AND ACCESS CARDS:

Keys and access cards will be issued by the on-site DGS Building Manager. Lost access cards and door lock keys must be reported to the on-site DGS Building Manager immediately. The current charge for a lost access card is \$15.00; however, the State reserves the right to adjust this amount. The charge for a lost door key is \$25.00; however, the State reserves the right to adjust this amount.

VII. CAFÉ DEFINITION

The parties hereby agree to the following definitions:

Café shall be defined as the kitchen area, prep area, serving area, dishwashing room, office, and storage areas.

VIII. STATE'S RESPONSIBILITIES

A. State shall:

1. Grant the Awarded Bidder the exclusive right and privilege to operate the Café and to sell and dispense food items listed in Exhibit D and Exhibit E, or other such products as may be permitted by the State to be sold within the Café.
2. Notify the Awarded Bidder in writing of any conduct that the State deems to be contrary to this Lease, or any other reason for which the State is dissatisfied with the operation of the Café. Awarded Bidder shall, if appropriate, take corrective action.
3. Not to direct, control, or interfere with the methods of operation utilized by the Awarded Bidder in charge of the Café, other than to assert its rights under this Lease.
4. Designate an agent or representative upon whom Awarded Bidder may serve any and all complaints, demands or notices of any kind. If State desires to change its designated agent or representative, State agrees to notify Awarded Bidder.

5. Provide custodial service to maintain the cleanliness of the floors, walls, ceilings, fixtures, and windows in the public dining areas of the Café.
6. Provide a designated recycling and garbage collection area for the Awarded Bidder to dispose of waste.
7. Make arrangements for removal of recycling and garbage from the designated collection area provided by the State.
8. Provide the Premises to Awarded Bidder in it's as-is condition, broom-swept and free of debris.

IX. SETTLEMENT OF DISPUTES:

In the event of a dispute, Awarded Bidder shall file a "Notice of Dispute" with Department of General Services, State Owned Leasing Manager or designee within ten (10) days of discovery of the problem. Within ten (10) days the State Owned Leasing Manager or designee shall meet with the Awarded Bidder for purposes of resolving the dispute. The decision of the State Owned Leasing Manager or designee shall be final. In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the proposal.

Awarded Bidder shall continue with the responsibilities under this agreement during any dispute.

X. AGENCY LIABILITY:

The Awarded Bidder warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee.

Exhibit D - Food & Drink Items For Sale

B.

Bidders should include a proposed sample menu in their proposal.

Exhibit E - Sample Menu

Intentionally Omitted – please include sample menu by proposal

Exhibit F - Cleaning and Maintenance Schedule

- A. Maintenance and cleaning schedule - All cleaning and sanitation shall be done in accordance with the Exhibit G, California Uniform Retail Food Facilities Law (CURFFL) and any other applicable codes or regulations. The following schedule and guidelines represent a minimum standard to be adhered to.
- B. The following items for maintenance cleaning are found in the public dining, serving, kitchen, preparation, and storage areas. Other areas or parts of the Café requiring special attention are identified separately, for example the public dining area has specific requirements for tables, chairs, table bases, and carpet are identified separately.
1. Counters - To be thoroughly wiped and sanitized after each break period and as often as required, to keep counters free of spots, spills, residue and refuse.
 2. Floors - To be inspected on a regular basis in conjunction with the use of a floor sweep schedule (Exhibit H) in accordance with Exhibit G and are to be swept at a minimum of two times daily and as often as required, to keep floors free of refuse. Floors will be mopped thoroughly at a minimum of once per day and damp mopped as often as required, to keep floors free of spills and residue. Floor maintenance is to be done every two weeks with floor systems cleaning to maintain the floors condition.
 3. Food contact surfaces - Food contact surfaces and utensils are to be clean to sight and touch and sanitized before use.
 4. General equipment - To be wiped and sanitized at a minimum of once per day and after each use and otherwise as often as required, to keep equipment free of spots, spills and residue and in sanitary condition for use.
 5. Food preparation stations and equipment - Such as the grill station, etc. shall be maintained throughout the day, including but not limited to; floors, counter-tops, service ware, sneeze guards, etc.
 6. Refrigeration - To have the bottoms, insides, including the door tracks cleaned thoroughly at a minimum of once per week and as often as required, to keep them free of spills, residue and build up.
 7. Direct food dispensing equipment - To include but not limited to soda fountain machines, coffee equipment, soup kettles, meat slicers, toasters, etc. are to be cleaned and sanitized in accordance with CURFFL on a daily basis. Cleaning of spills, spots and any residue shall be done as often as required, to keep equipment free of such matters and in sanitary operating condition.
 8. Glass surfaces - To be cleaned with appropriate cleaner at least once per day and as often as required, to keep surfaces free of spots, film, spills and residue. Care should be taken when cleaning glass with chemicals in the presence of exposed food.

Care should be taken not to break or chip glass surfaces. Exposed food should be removed before any cleaning with chemicals takes place. Such cleaning shall occur after or before prepared food is placed in unit.
 9. Grease storage and removal - Provide an accessible storage area for the retrieval of an inedible grease container and schedule a grease removal contractor to pick up container on a weekly basis.

10. Trash cans - Trash cans within the Café and the public dining area are to be emptied daily and as often as required, to keep refuse from spilling out of the cans. Cans are to be wiped daily and thoroughly cleaned weekly and as often as required, to keep them free of spots, spills, residue and any odors.
11. Walls - Walls within the Café and serving area are to be thoroughly cleaned monthly and to be spot cleaned as often as required, to keep walls free of spots and residue.
12. Air supplies and returns (ceiling vents) - These are to be thoroughly cleaned quarterly.
13. Floor sinks - To be inspected and cleaned on a daily basis in accordance with Exhibit G and are to be thoroughly cleaned weekly and wiped daily and/or as often as required, to keep them free of stains, residue and refuse.
14. Storage shelving and cabinets - to be thoroughly wiped and cleaned monthly and as often as required, to keep them free of residue and build-up. Spills of items stored on shelving are to be cleaned up immediately to prevent dangerous conditions or infestations.
15. Dish Machines - Dish machines are to be broken down and thoroughly cleaned on a daily basis.
16. All equipment is to be examined daily with conditions that may cause problems properly and timely reported.
17. Floor drains - Keep the maximum level of water in the floor drains to prevent odor and to control pest infestation.

C. PUBLIC DINING AREA

1. Tables - To be cleaned at a minimum of four (4) times daily and as often as required, to maintain them free of residue and refuse.
2. Table Bases - To be thoroughly cleaned monthly and as often as required, to keep the bases free of residue and or build up.
3. Chairs - Wood frames are to be thoroughly cleaned monthly and as often as required, to keep chairs free of spots, spills, or residue.

DISPENSING MACHINES

1. Machine exteriors to be cleaned and polished with appropriate cleaner at least once per day and as often as required, to keep surfaces free of spots, film, spills and residue.
2. Machine delivery trays to be cleaned and wiped daily and as often as required, to keep surfaces free of spots, film, spills and residue.
3. A daily inspection of the area under and behind dispensing machines shall be made to ensure that the area is free from waste paper and debris and compressor motors have adequate ventilation.
4. A regular schedule for cleaning product trays and interior of snack and cold food machines will be established in accordance with Exhibit G.
5. Coffee/Esspresso station. Include specific cleaning requirement for this equipment (daily Urnex cycles, monthly Caffiza descaling, etc.).

6. Grey water tank(s) to be emptied, rinsed daily, and to have bleach or like solution added daily to prohibit odors from forming in drains or tanks.

Finishes within the Café preparation and serving area, including but not limited to brass and wood grains, are to be cleaned and polished with appropriate cleaner at least once per day, and as often as required, to keep surfaces free of spots, film, spills, and residue.

Exhibit G - California Uniform Retail Food Facilities Law (CURFFL)

All cleaning and sanitation shall be done in accordance with the California Uniform Retail Food Facilities Law (CURFFL) and any other applicable codes or regulations. The following schedule and guidelines represent a minimum standard to be adhered to.

Service area:

- Counters - To be thoroughly wiped and sanitized after each break period and as often as required to keep counters free of spots, spills, residue and refuse.
- Floors - To be inspected on a regular basis in conjunction with the aforementioned floor sweep schedule (Exhibit H) in accordance with Exhibit F, Section B2 and are to be swept at a minimum of two times daily and as often as required to keep floors free of refuse. Floors will be mopped thoroughly at a minimum of once per day and damp mopped as often as required, to keep floors free of spills and residue. Hard and resilient tile floors are to have a single coat of finish applied monthly and thoroughly stripped and waxed quarterly. Alternate floor maintenance systems, which will achieve the same results, may be substituted subject to the approval of the State.
- Food contact surfaces - Food contact surfaces and utensils are to be clean to sight and touch and sanitized before use.
- General equipment - To be wiped and sanitized at a minimum of once per day and as often as required to keep equipment free of spots, spills, residue, and in sanitary condition for use.
- Refrigeration - to have the bottoms and insides, including the door tracks, cleaned thoroughly at a minimum of once per week and as often as required to keep them free of spills, residue, and build-up.
- Direct food dispensing equipment - To include but not limited to hot dog machine, coffee equipment, and soup kettles, are to be cleaned and sanitized in accordance with CURFFL on a daily basis. Cleaning of spills, spots, and any residue shall be done as often as required to keep equipment free of such matters and in sanitary operating condition.
- Glass surfaces - To be cleaned with appropriate cleaner at least once per day and as often as required to keep surfaces free of spots, film, spills and residue. Care should be taken when cleaning glass with chemicals in the presence of exposed food. Exposed food should be removed before any chemical cleaning takes place. Such cleaning shall occur after or before prepared food is placed in the unit.
- Trash cans - To be emptied daily and as often as required to keep refuse from spilling out of the cans. Cans are to be wiped daily and thoroughly cleaned weekly, and as often as required, to keep them free of spots, spills, residue, and any odors.
- Walls - To be thoroughly cleaned monthly and to be spot cleaned as often as required to keep walls free of spots and residue.
- Air supplies and returns (ceiling vents) to be thoroughly cleaned in accordance with Exhibit F, Section B12.
- Floor sinks - To be inspected on a regular basis in conjunction with aforementioned floor sweep schedule (Exhibit H) in accordance with Exhibit F, Section B13 and are to be thoroughly cleaned weekly and wiped daily and as often as required to keep them free of stains, residue, and refuse.

- Storage shelving and cabinets to be thoroughly wiped and cleaned monthly and as often as required to keep them free of residue and build-up.

Preparation area:

- Counters - To be thoroughly wiped daily and as often as required to keep counters free of spots, spills, residue, and refuse.
- Floor sinks - To be inspected on a regular basis in conjunction with aforementioned floor sweep schedule (Exhibit H) in accordance with Exhibit F, Section B12 and are to be thoroughly cleaned weekly and wiped daily and as often as required to keep them free of stains, residue and refuse.
- Mopping - Per day and as often as required to keep floors free of refuse. Floors will be mopped thoroughly at a minimum of once per day and damp mopped as often as required to keep floors free of spills and
- Residue - Hard and resilient tile floors are to have a single coat of finish applied quarterly and thoroughly stripped and waxed annually. Alternate floor maintenance systems that achieve the same results may be substituted, subject to the State's approval.
- Food contact surfaces - Food contact surfaces and utensils are to be clean to sight and touch and sanitized before use.
- Equipment - To be wiped and sanitized at a minimum of once per day and as often as required to keep equipment free of spots, spills, and residue.
- Refrigeration - To have the bottoms and insides, including the door tracks, cleaned thoroughly at a minimum of once per week and as often as required to keep them free of spills, residue, and build-up.
- Direct food dispensing equipment - to include but not be limited to hot dog machine; coffee equipment; soup kettles; is to be cleaned in accordance with CURFFL on a daily basis. Spills, spots, and any residue shall be cleaned as often as required to keep equipment free of such items.
- Glass surfaces - To be cleaned with appropriate cleaner at least once per day and as often as required to keep surfaces free of spots, film, spills, and residue. Care should be taken when cleaning glass with chemicals in the presence of exposed food. Exposed food should be removed before any chemical cleaning takes place. Such cleaning shall occur after or before prepared food is placed in the unit.
- Trash cans - To be emptied daily and as often as required to keep refuse from spilling out of the cans. Cans are to be wiped daily and thoroughly cleaned weekly, and as often as required, to keep them free of spots, spills, residue, and any odors.
- Walls - To be thoroughly cleaned monthly and to be spot cleaned as often as required to keep walls free of spots and residue.
- Air supplies and returns (ceiling vents) to be thoroughly cleaned in accordance with Exhibit F, Section B12.
- Storage shelving and cabinets - To be thoroughly wiped and cleaned monthly and as often as required to keep them free of residue and build-up.

Storage Area:

- Floors - To be swept at a minimum once per day and as often as required to keep floors free of refuse. Floors will be mopped thoroughly at a minimum once per day and damp mopped as often as required, to keep floors free of spills and residue. Hard and resilient tile floors are to have a single

coat of finish applied quarterly and thoroughly stripped and waxed annually. Alternative floor maintenance systems that achieve the same results may be substituted, subject to State approval.

- Equipment - To be wiped at a minimum of once per day and as often as required to keep equipment free of spots, spills, and residue.
- Glass surfaces - To be cleaned with appropriate cleaner at least once per day and as often as required, to keep surfaces free of spots, film, spills, and residue. Care should be taken when cleaning glass with chemicals in the presence of exposed food. Exposed food should be removed before any chemical cleaning takes place. Such cleaning shall occur after or before prepared food is placed in unit.
- Trash cans - To be emptied daily and as often as required to keep refuse from spilling out of the cans. Cans are to be wiped daily and thoroughly cleaned weekly and as often as required to keep them free of spots, spills, residue, and any odors.
- Walls - To be thoroughly cleaned every two months and to be spot cleaned as often as required to keep walls free of spots and residue.
- Air supplies and returns (ceiling vents) to be thoroughly cleaned quarterly in accordance with Exhibit F, Section B12.
- Storage shelving and cabinets - To be thoroughly wiped and cleaned monthly and as often as required, to keep them free of residue and build up.

Exhibit H - Safety Check List

Placeholder, to be provided in Prospective Bidder's RFP(s)

Exhibit I - Sample Café Lease (attached separately)

Exhibit J - Contractor Certification Clauses (CCC-307)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the prospective Proposer to the clause(s) listed below. This certification is made under the laws of the State of California.

Proposer/Prospective proposer Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

PROPOSER CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Proposer has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Proposer will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a Statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace; and Form CCC-304
 - 3) any available counseling, rehabilitation and employee assistance programs; and
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy Statement; and
 - 2) agree to a proposal by the terms of the company's Statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Proposer may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Proposer has made false certification, or violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.).

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Proposer certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against Proposer within the immediately preceding two-year period because of Proposer's failure to comply with an order of a Federal court, which orders Proposer to comply with an order of the National Labor Relations Board (PCC 10296) (Not applicable to public entities).

4. **UNION ORGANIZING:** Proposer hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

5. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE - PRO BONO REQUIREMENT:**

Proposer hereby certifies that Proposer will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Proposer agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. **EXPATRIATE CORPORATIONS:** Proposer hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

7. **SWEAT-FREE CODE OF CONDUCT:**

- a. All Proposers contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor.

The Proposer further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov and Public Contract Code Section 6108.

- b. The Proposer agrees to cooperate fully in providing reasonable access to the Proposer's records, documents, agents or employees, or Premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Proposer's compliance with the requirements under paragraph (a).

8. DOMESTIC PARTNERS:

For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Proposer needs to be aware of the following provisions regarding current or former State employees. If Proposer has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent proposer with any State agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- 2) For the 12-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

If Proposer violates any provisions of above paragraphs, such action by Proposer shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Proposer needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-

insurance in accordance with the provisions, and Proposer affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT:** Proposer assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. **PROPOSER NAME CHANGE:** An amendment is required to change the Proposer's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

a. When agreements are to be performed in the State by corporations, the contracting agencies will be verifying that the Proposer is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

b. "Doing business" is defined in RTC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate proposer performing within the State not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. **RESOLUTION:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. **AIR OR WATER POLLUTION VIOLATION:** Under the State laws, the Proposer shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

Exhibit L - Sustainable Food Service Practices

The following categories describe Sustainable Food Services Standards as prescribed by the USGBC (US Green Building Council) Leadership in Energy and Environmental Design Operations and Maintenance Standards (LEED O&M), along with enhancement options to be established and implemented for a sustainable food service program. Standard Requirements are mandatory. Enhancement Options are numbered and may be included in the service proposal at Awarded Bidder option for enhanced consideration. Awarded Bidder agrees to provide documentation in the format provided by DGS, FMD LEED O&M Program, not to exceed once per quarter, upon the request of DGS, FMD.

Sustainable Food Service Products

Standard Requirement:

Disposable food service products, including utensils, plates, bowls, cups, lids, straws, stir sticks, napkins, and to-go food containers, shall be biodegradable and comply with ASTM D6400.

Enhancement Option:

1. For the purposes of LEED O&M, at least 60% (by cost) of disposable food service products (utensils, plates, bowls, cups, lids, straws, stir sticks, napkins and to-go food containers, etc.) and other ongoing consumable products like paper towels, foil, plastic wrap, paper, notepads, etc. purchased by Awarded Bidder for use at subject facility shall meet one or more of the following standards:

At least:

- 10% post-consumer or 20% post-industrial material.
- 50% rapidly renewable material.
- 50% material harvested, processed, or extracted from within 500 miles of the food service facility.
- 50% Forest Stewardship Council (FSC)-certified paper products.

Awarded Bidder shall provide the following documentation to DGS, FMD upon request:

- Monthly itemized log of the cost of ALL ongoing consumable purchases.
 - Monthly itemized log of the cost, date of purchase, and quantity of COMPLIANT ongoing consumables.
 - Manufacturer's cut sheets documenting sustainable characteristics of COMPLIANT ongoing consumable items.
2. Dish room service: Awarded Bidder shall provide and maintain washable dishware, mugs, glasses and utensils for customers dining at the facility.

Awarded Bidder shall provide the following documentation to DGS, FMD upon request:

- Documentation by site inspection.

Sustainable Food Purchasing

Standard Requirement:

Vendor shall provide a minimum of 10% of total food/beverages that meet one or both of the following:

- Labeled USDA Organic, Food Alliance Certified, Rainforest Alliance Certified, Protected Harvest Certified, Fair Trade or Marine Stewardship Council's Blue Eco-Label.
- Purchases are produced (grown, raised, prepared) within 100 mile radius of site.

Awarded Bidder shall provide the following documentation to DGS, FMD upon request:

- Quarterly accounting of total food/beverage purchase amount and 10% compliant purchase amount, with receipts.

Enhancement Option:

3. For the purposes of Leadership in Energy and Environmental Design building certification (LEED O&M), Vendor shall purchase at least 25% of total food/beverages that meet one or both of the following:
 - Labeled USDA Organic, Food Alliance Certified, Rainforest Alliance Certified, Protected Harvest Certified, Fair Trade or Marine Stewardship Council's Blue Eco-Label.
 - Purchases are produced (grown, raised, prepared) within a 100-mile radius of the site.

Awarded Bidder shall provide the following documentation to DGS, FMD upon request:

- Monthly itemized log of the cost of all food purchases.
- Monthly itemized log of the cost, date of purchase, purchasing entity, quantity, and criteria met for compliant purchases.
- Documentation of organic and/or local compliant food products purchased.

Sustainable Food Service Operations

Standard Requirement:

Awarded Bidder shall integrate the following practices into the daily operations of the food service facility:

- Green cleaning: Awarded Bidder shall review the Green Cleaning Policy with food service facility cleaning personnel or contractor; purchase cleaning and janitorial supplies as required by the policy and follow green cleaning guidelines.
- Integrated Pest Management: Awarded Bidder shall review and compare the Integrated Pest Management Plan and actual practices with facility pest management personnel or contractor, and incorporate LEED O&M recommended practices.

Awarded Bidder shall provide the following documentation to DGS, FMD upon request:

- Maintain monthly log of cleaning and janitorial supply purchases including item, cost, date of purchase, purchasing entity (supplier), quantity and criteria met (product cut sheet).
 - Maintain monthly log of Integrated Pest Management Best Practices, including date/time, location, name, identified pest issue and action taken, i.e., pesticide application and associated notification of tenants.
4. Source Reduction: Vendor shall audit pre-consumer food waste quarterly to identify trends in types of food waste and adjust purchasing levels accordingly.

Vendor shall provide the following documentation to DGS, FMD upon request:

- Maintain log of results of quarterly food waste audits, including audit date, participant, food waste types and quantities, and any planned adjustments to purchasing.
5. Food Donation: Awarded Bidder shall make charitable donation of food that will not be sold that meets basic quality and safety standards to food banks, etc.

Awarded Bidder shall provide the following documentation to DGS, FMD upon request:

- Receipts for donated food items.
6. Waste oil recycling: Awarded Bidder shall contract with available local companies providing services for rendering of waste oil into biodiesel, soap, anaerobic digestion of green waste and food waste to produce biogas, fiber and liquid fertilizer.

Awarded Bidder shall provide the following documentation to DGS, FMD upon request:

- Copy of contract between Vendor and waste oil removal company.
7. Food waste recycling: Awarded Bidder shall participate in any program for food waste recycling made available by building management for the removal of pre and/or post-consumer food waste by segregating food waste from the disposable and recyclable waste streams as required by the food recycling contractor. Documentation by site inspection.