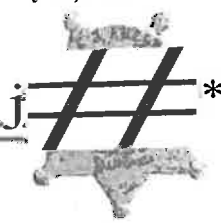


# Alameda County Sheriffs Office

Lakeside Plaza, 1401 Lakeside Drive, 1<sup>1/2</sup> Floor, Oakland, CA 94612-4305



**Gregory J. Ahern, Sheriff**

Director of Emergency Services  
Coroner · Marshal

July 9, 2015

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

Dear Board Members:

**SUBJECT: AWARD A CONTRACT FOR FOOD SERVICES DELIVERY, REQUEST FOR PROPOSAL NO. 901240; AMOUNT: \$19,097,148**

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a contract, for Master Contract No. 901240, Procurement Contract No. 11293, with Aramark Correctional Services, LLC (Principal: Tim Barttrum; Location: Philadelphia, PA) to provide food services delivery to the Alameda County Sheriff's Office, for the approximate term of 08/01/15 – 07/31/18, in the amount of \$19,097,148.

DISCUSSION/SUMMARY:

The Alameda County Sheriffs Office (ACSO) is responsible for the care, custody, and control of inmates incarcerated at Santa Rita Jail and Glenn E. Dyer Detention Facility. These two facilities house up to 4,800 inmates and ACSO is required to provide three meals a day to these individuals. ACSO's main detention facility, Santa Rita Jail in Dublin, operates a fully functional commercial-grade kitchen/production facility. This kitchen facility utilizes inmate labor to produce all meals provided to the inmate population and inmates at court service locations within Alameda County.

In addition to providing food services to the inmate population, services are also provided to staff members. Staff members assigned to detentions and corrections are required to remain at their assigned facility for their entire shift. Due to this requirement, food services for staff meals are prepared and served on-site in a staff dining room atmosphere at the Oakland and Dublin facilities.

SELECTION CRITERIA/PROCESS:

*The ACSO has determined that the County does not currently have the resources to provide inmate food service delivery.*

*The ACSO worked with General Services Agency (GSA)-Procurement & Support Services to develop and issue a Request for Interest (RFI). The RFI was issued on April 28, 2014, to approximately 2911 subscribers to GSA Goods and Services-Current Contract Opportunities*

mailing services via E-Govt including certified Small Local Emerging Businesses (SLEB). The RFJ was posted on the GSA Current Contracting Opportunities website for approximately 150 days and resulted in two responses. Subsequently, a Request for Proposal (RFP) was issued on September 2, 2014; posted on the website for 66 days; sent to the 16 responders and 2944 subscribers to the E-Gov Goods and Services-Current Contract Opportunities mailing service. Two mandatory site visits and bidders conferences were held and were attended by two vendors.

On November 7, 2014, two responses to the RFP were received. All responses were evaluated by the County Selection Committee (CSC) comprised of: one representative from the Alameda County Sheriffs Office; one representative from the Alameda County Probation Department, and one representative from the San Francisco Sheriffs Department. Both vendors that submitted a proposal were interviewed by the CSC. A maximum total of 550 evaluation points were available for this RFP.

Aramark Correctional Services, LLC. was the highest scoring qualified vendor and has agreed to subcontract 15% of the contract to Atlantis Food Services, Corp. (Principal: Anton Haddad; Location: Union City; Certified Small: 07-91050; Expiration: 05/31/16) to provide paper products and dry groceries and 5% of the contract to LeBlanc Dairy (Principal: Joseph C. LeBlanc; Location: Oakland; Certified Small: 10-00190; Expiration: 06/30/17) to provide dairy and juice.


The following is a summary of the evaluation:

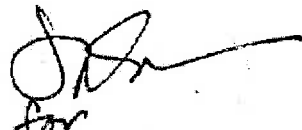
Vendor	Location	Local	SLEB	Evaluation Points
Aramark Correctional Services, LLC.	Philadelphia, PA	N N	N N	493.33493.33
Trinity Food Services	Oldsmar, FL	N N	N N	296.52296.52

FUNDING:

Appropriations for this contract are included in the ACSO FY 2015-16 Budget and will be requested in fixture budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,

  
Gregory J. Ahem  
Sheriff/Coroner

  
Caroline Judy  
Acting Director, General Services Agency

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Attachment

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

## ATTACHMENT

FOOD SERVICES DELIVERY  
RFP No. 901240  
AUGUST 1, 2015 – JULY 31, 2018

<i>Vendor</i>	<i>Location</i>	<i>Dollar Value of Contract Award</i>	<i>Local Participation</i>		<i>SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>	<i>Percentage</i>	<i>Dollar Amount</i>
<i>Aramark Correctional Services, LLC</i>	<i>1101 Market Street Philadelphia, PA 19107</i>	<i>\$19,097,148</i>	<i>20%</i>	<i>\$3,819,430</i>	<i>20%</i>	<i>\$3,819,430</i>

<i>SLEB Subcontracting Information</i>			
<i>Atlantis Food Services, Corp. Anton Haddad Certified Small Certification No. 07-91050 Valid through: 05/31/16</i>	<i>30470 Whipple Road Union City, CA 94587</i>	<i>15%</i>	<i>\$2,864,572</i>
<i>Leblanc Dairy Joseph C. LeBlanc Certified Small Certification No. 10-00190 Valid through: 06/30/17</i>	<i>4073 Oak Hill Road Oakland, CA 94605</i>	<i>5%</i>	<i>\$954,858</i>

ALAMEDA COUNTY BOARD OF SUPERVISORS  
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/21/2015

Approved as Recommended

Other

Unanimous  Chan:  Haggerty:  Miley:  Valle:  Carson:  - 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Documents to be signed by Agency/Purchasing Agent:

Contract: C-901240,C-11293

File No. \_\_\_\_\_

Item No. 52

Copies sent to:  
Debbie Sullivan

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:  
Clerk of the Board  
Board of Supervisors

By: Rhonda Bailey  
Deputy

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

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

CONTRACTOR NAME: Aramark Correctional Services, LLC DEPT #: 290541

TITLE/SERVICE: Food Services Delivery

DEPT. CONTACT: Reynaldo Bondoc PHONE: 510-208-9767

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

1. Is the contractor a corporation or partnership? (X) ( )

2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? (X) ( )

3. If the answer to BOTH questions is YES, provide the employer ID number here: 23-2573585  
No other questions need to be answered. Withholding is not required.

4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_  
No other questions need to be answered. Withholding is not required.

5. If the answer to question 2 is NO, continue to Section II.

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

1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) ( )

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )

4. Is the relationship between the County and the contractor intended to be ongoing? ( ) ( )

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

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

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

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


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

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

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

**CERTIFICATIONS:**

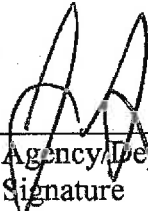
I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

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

Mark R. Adams, Vice President Finance

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

6-2-15  
\_\_\_\_\_  
Date

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

John Olam  
\_\_\_\_\_  
Printed Name

7/29/15  
\_\_\_\_\_  
Date

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2015, is by and between the **County of Alameda**, hereinafter referred to as the "County", and **Aramark Correctional Services, LLC.**, hereinafter referred to as the "Contractor".

**WITNESSETH**

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

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

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

- Exhibit A Definition of Services
- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables/Reports
- Exhibit A-3 Subcontractors
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification
- Exhibit E Contract Compliance Reporting Requirements
- Exhibit F The Iran Contracting Act (ICA) of 2010
- Exhibit G Micros POS System

The term of this Agreement shall be from July 1, 2015 through June 30, 2018.

The compensation payable to Contractor hereunder shall not exceed nineteen million, ninety seven thousand, and one hundred forty eight dollars (\$19,997,148) for the term of this Agreement.

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

COUNTY OF ALAMEDA

ARAMARK CORRECTIONAL SERVICES, I.L.C.

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

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

Name: John Glann  
(Printed)

Name: Mark R. Adams  
(Printed)

Title: Purchasing Agent

Title: Vice President Finance

Date: 7/29/15

Date: 6-2-15

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



## GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor 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.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

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

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

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

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

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

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

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

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

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

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA  
Alameda County Sheriff's Office  
1401 Lakeside Dr., 12<sup>th</sup> Floor  
Oakland, CA 94612  
Attn: Reynaldo Bondoc

To Contractor: Aramark Correctional Services, LLC.  
1101 Market Street  
Philadelphia, PA 19107  
Attn: Karen Russell

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

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

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

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3)



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

19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its food services delivery shall not exceed \$19,097,148 in payments for services provided hereunder prior to the effective date of said suspension, termination, or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS PARTICIPATION:** Contractor shall subcontract with the SLEB subcontractors identified in Exhibit A-3 designated small local and emerging business entities for services to be provided under this Agreement for a total of twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:
  - a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
  - b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
  - c. Contractor shall not substitute or add any small and/or emerging local business(es) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).

- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

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

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

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

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

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

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

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

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

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

[END OF GENERAL TERMS AND CONDITIONS]

## ADDITIONAL PROVISIONS

### I. Additional Terms

37. **Prohibition on Contraband:** Contractor will do its best to ensure that no contraband and/or other prohibited items make its way into the county jails through the delivery and/or preparation of food by Contractor. If not already in place, Contractor shall develop a plan and policy to address how it can limit the addition and/or placement of contraband and/or other prohibited items into its products within sixty (60) days after this Agreement becomes effective. This policy shall be presented to ACSO as soon as it is drafted. Should ACSO discover that any contraband or other prohibited items has entered the county jails through Contractor services, it shall be considered a material breach and ACSO will have the right to terminate this Agreement without notice. Moreover, Contractor agrees to fully indemnify and defend the County and ACSO for any incidents where such contraband or other prohibited items can be traced to Contractor.
38. **Compliance with Law:** Contractor shall, at its sole expense, conduct and cause to be conducted all activities in the jails and on any Alameda County property in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether presently in effect or subsequently adopted, and whether or not in the contemplation of the Parties. Contractor shall, at its sole expense, procure and maintain in force at all times during the contract any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Nothing herein shall limit in any way Contractor's obligation to obtain any required regulatory approvals from County departments, boards or commissions or other governmental regulatory authorities or limit in any way County's exercise of its police powers, including approval of all individuals who may enter any of the County jails.
39. **Safety:** Contractor agrees to conduct its activities at all times in a safe and prudent manner with full regard to the jail policy and safety and the public safety and to observe all applicable rules, regulations, policies and requests of the County, ACSO, and other government agencies responsible for public safety.
40. **Security:** Contractor acknowledges that pursuant to entering the Agreement with the County and performing services, Contractor may be exposed to and may review, see, or observe security procedures, information, data, and/or records that constitute secure, safety, valuable, confidential and proprietary information, know-how, jail procedures, and trade secrets, belonging to County and ACSO, or their agents, entities, or affiliates and/or third parties (hereinafter referred to as "Confidential Information") In consideration of being made privy to such Confidential Information, Contractor hereby agrees to hold the same in strict confidence, and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of the Confidential Information. Contractor

understands that disclosure of any such information, or failure to follow ACSO procedures could result in extreme harm including possibly great bodily harm or death of inmates, County staff, the public and Contractor.

41. **Regulatory Changes:** Should a change in Federal, State, and/or County laws or regulations affect the terms of this Agreement, the Parties agree to modify and/or adjust this Agreement to reflect those changes.

**II. Revisions to General Terms and Conditions:**

1. The following is added to Provision 6, CONFORMITY WITH LAW AND SAFETY:

- d. Contractor shall adopt and comply with the Prison Rape Elimination Act (PREA) standards, and make information available to Alameda County, as required under 28 CFR § 115.12, to demonstrate its PREA compliance. 28

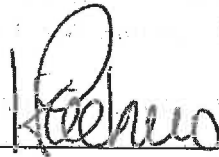
CFR § 115.401 requires Contractor to engage in receive a PREA audit at least once during each three-year audit cycle beginning period starting on

August 20, 2013. Contractor will make available to Alameda County Sheriff's Office Contract Monitor Contractor the auditor's final report after completion of an audit. Until the first audit report becomes available, Contractor shall demonstrate PREA compliance to Alameda County by furnishing a copy of its PREA policy to Alameda County Sheriff's Office Contract Monitor Contractor

2. Paragraph 20, TERMINATION, is amended by adding the following sentence:

County shall provide Contractor sixty (60) days' prior notice of termination pursuant to this section.

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



**EXHIBIT A**

**DEFINITION OF SERVICES**

Contractor shall provide food services with the Specific Requirements, Deliverables/Reports set on this Exhibit A, Exhibit A-1, and Exhibit A-2.

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 901240, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible. This incorporation specifically excludes the liquidated damages provision, contained in Section R, beginning on page 39 and the Exhibit E.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Key Personnel	Title
Karen Russell	Director of Business Development
Eric Johnson	Regional President
Lori McConnell	Resident District Manager
Kristen J. Scott	Food Service Director, Operations
Brian Savannah	Food Service Director, Cook Chill Production
Cynthia Irizarry	Director of Nutritional and Operational Support
Kelly Merrick	Regional Finance Director
Ari Phillips	Human Resources Director
Joseph LeBlanc	SLEB Subcontractor (J. LeBlanc Dairy)
Anton Haddad	SLEB Subcontractor (Atlantis Food Services Corp.)

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

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



**EXHIBIT A-1**

**SPECIFIC REQUIREMENTS**

1. Contractor's Responsibilities

a. General Requirements:

The Contractor shall have full responsibility for the operation of the Alameda County Sheriff's Office (ACSO) food service program. The work detailed shall proceed with promptness and diligence and shall be executed in accordance with the highest professional workmanship standards in the field and to the satisfaction of the County of Alameda. Further, all work, materials, and services not expressly called for, but may be necessary for the complete and proper performance of the work, shall be performed or furnished by the Contractor.

Contractor shall be responsible for ensuring levels of sanitation meet the food standards required by ACA standards, local regulations, and Hazardous Critical Control Points (HACCP). The contractor shall adhere to all Food Safety and Sanitation Codes and Rules and Regulations as detailed by the County of Alameda's Public Health Regulations Governing Food Service/Preparation.

b. The Contractor shall be responsible for:

- (1) The purchase, maintenance and control of food and supplies, and the provision of meals that are to be delivered to areas specified for inmates and staff at all ACSO facilities, satellite facilities, and off-site facilities in accordance with the menu requirements, meal service requirements, quality requirements, and sanitation requirements established in this Specific Requirements and the Contract;
- (2) The provision, supervision, and training of all contractor staff required to provide food delivery service operations to ACSO;
- (3) The planning, scheduling, supervision, and training of all inmate food service workers;
- (4) All contractor's employees shall be required to attend a civilian training course provided by ACSO and will be certified on up-to-date expectations, security policies, sexual harassment training, etc. Documentation will be kept by contractor to memorialize attendance to such training;
- (5) The effective use of any County Jail Facility ("Jail") "cook-chill" production facility to ensure that it is utilized to its fullest capacity;

- (6) The safe, careful, and sanitary operation of all ACSO kitchen facilities and equipment to ensure the highest levels of sanitation and maintenance are consistent with the ACSO's policies and procedures, the laws of the United States, the laws of the State of California, and the ordinances and regulations of Alameda County;
- (7) Contractor shall utilize re-usable trays in serving plated inmate meals, except for agreed upon inmate populations. Contractor shall take necessary actions to ensure trays remain in service for their lifetime by implementing inventory control measures, and ensuring proper sanitation and cleaning procedures;
- (8) Contractor shall utilize re-usable cutlery (sporks) for inmate meals as directed by the ACSO staff. Contractor shall not distribute disposable cutlery in meals delivered to housing units using re-usable cutlery;
- (9) Staying abreast of changes to all laws and regulations governing the service of inmate food services;
- (10) The compliance of all employees and inmate workers under contractor's direction, according to the policies and procedures established by ACSO; particularly those involving security operations;
- (11) The development and implementation of a continuous quality improvement program designed to immediately identify and correct any deficiencies within the contractor's food services operation; and
- (12) The development of a successful working relationship with ACSO management and staff through the continuous provision of a high quality food service program.

## 2. Operational Requirements

- a. **Cook-Chill Production Requirements:** Alameda County uses an advanced "cook-chill" production system in the food service production center that also includes a "blast-chill" component. The contractor shall be responsible for the effective use of the Alameda County "cook-chill" production facility to ensure that it is utilized to fullest capacity consistent with the County's needs while preserving the County's investment in the facility
- b. **Environmental Initiatives:** Contractor shall ensure recyclable and compostable items generated in kitchen and onsite office operations are separated appropriately by inmate and Contractor staff and disposed of in appropriate hauler provided collection containers. At minimum, the following materials shall be sorted, managed and disposed of to ensure recycling:

- (1) Corrugated cardboard;
  - (2) #10 tin cans;
  - (3) Other packaging materials acceptable in hauler provided recycling program; and
  - (4) Office paper, paperboard, newspaper and other paper products acceptable in hauler provided recycling program.
- c. Food Labeling:
- (1) The contractor shall possess or develop a system, including a time coding system, where applicable, that will prevent foods from being served that do not meet the minimum quality standards.
  - (2) "Cook-chill" items maintained in the Food Bank Inventory shall indicate the item name, date of production, batch number, and the date of expiration for each batch of food prepared and placed into the tumbler chiller for cooling. The final bag leaving the preparation area shall be marked with the batch number as well as notation of final bag.
- d. Temperatures: "Cook-chill" refrigerated foods will be maintained at a temperature between 28.5°F and 31°F.
- e. Use of Standardized Recipes:
- (1) The contractor will possess, or will develop, test, and use standard recipes. Quality, consistency, portion control, and cost control will be maintained by the use of these and other means.
  - (2) All recipes will be developed with Hazardous Critical Control Points (HACCP) criteria identified. The recipe will include identified potential hazards to each food item, the identity of the critical control points and will indicate the method of control.
- f. Purchasing:
- (1) Contractor shall meet minimum purchasing specifications or the County of Alameda's specifications, whichever is higher, to be used in the purchase of all food products, small wares, utensils, and disposable service ware, which will include spoons (sporks).

- (2) ACSO shall approve, in writing, any changes from the stated specifications. Proposed exceptions must be clearly detailed by the contractor and submitted in writing for review.
- (3) The minimum grade specifications are to be as follows for inmate meals: (a)
  - Beef – U.S.D.A. Select or better;
  - (b) Pork – U.S.D.A. Select or better; (c)  
Lamb – U.S.D.A. Select or better;
  - (d) Processed Meat From U.S.D.A. government inspected plants; (e)  
Poultry – U.S.D.A. Grade B or better;
  - (f) Dairy – Eggs U.S.D.A. or State Graded A;
  - (g) Fish and Seafood – Fresh or frozen, must be packed under continuous inspection of U.S. Department of Commerce;
  - (h) Canned Fruits or Vegetables – U.S.D.A. Grade B or better or Fancy; and
  - (i) Frozen Fruits and Vegetables – U.S.D.A. Grade 6 or better.
- (4) Staff meals will utilize USDA Choice meats, as well as Grade “A” fruits and vegetables.

g. Menu:

- (1) During the term of the Agreement, the Contractor shall suggest changes to the menu. Changes in the menu should consider improved nutritional value, variety, choice, contrast, visual appeal, customer preference, contemporary food standards, and seasonal variations.
- (2) Although equipped for “cook-chill” production, Contractor is free to include “pre-cook” or other cook systems if the ACSO facilities are equipped for such production and upon approval by ACSO.
- (3) In no case will alcoholic beverages be used, consumed, or kept on the premises.
- (4) All changes in the menu must have prior written approval by the Contractor’s dietitian, ACSO Contracts Captain/Lieutenant, and ACSO Inmate Medical Services Provider.

- (5) The menu cycle used at ACSO is a four-week cycle menu. The menu must include two (2) hot meals (breakfast and dinner) and a cold meal for lunch. The Contractor shall provide proposed four-week menus.
  - (6) All meals shall be served on a three (3)-compartment plastic/polymer tray suitable for use with the "cook-chill" food preparation and distribution process, and whose approval for use is reserved for the Contracts Unit of ACSO. The current tray being utilized by ACSO is 6.25" x 8.5" x 1.5" in depth.
- h. Nutritional Value and Quality:
- (1) The Contractor shall provide well-balanced meals meeting the nutritional guidelines set forth in Title 15 Minimum Jail Standards and any applicable California and County laws.
  - (2) Nutritional Analysis – All menus shall be reviewed and certified as to nutritional adequacy and compliance with specifications by a Registered Dietitian (Certified by the Commission on Dietetic Registration) provided by the proposer.
  - (3) The Contractor shall provide a nutrient analysis, recipe, ready-to-eat weight for each serving size portion, and recipes for every menu item. All recipes must be appropriate for the size of the population and all recipes must be submitted to ACSO upon request.
- i. Regular Menu – Inmate Meals:
- (1) Hot/Cold Breakfast – The contractor will prepare breakfast items utilizing "cook-chill" production. The Contractor shall prepare and ship breakfast meals each day at the time designated. Food items will be prepared and served with a hot and cold tray. Meals shall be prepared and shipped to appropriate locations within ACSO facilities prior to the morning court schedule to ensure all inmates receive their meal before leaving the ACSO facilities. All breakfast meals will be served and prepared utilizing Title 15 guidelines and keeping in mind maximum allowable timeframes between served meals.
  - (2) Cold Lunch – The Contractor shall prepare and ship lunch meals each day at the time designated, seven (7) days a week. All lunch meals will be prepared as a bag lunch to ensure portability and opportunity for consumption by court-attending inmates. All lunch meals will be served and prepared utilizing Title 15 guidelines and keeping in mind maximum allowable timeframes between served meals.

- (3) Hot Dinner Meals – The contractor shall prepare and ship dinner meals each day at the time designated. All dinner meals will be served with a hot and cold tray. All dinner meals will be served and prepared utilizing Title 15 guidelines and keeping in mind maximum allowable timeframes between served meals.
- (4) Intake, Transfer, and Release Meals:
  - (a) The Contractor shall be required to prepare cold lunch meals for both male and female inmates. These meals will be primarily served to inmates awaiting processing in intake, transfer and release, work details, and outside trips.
  - (b) The Contractor shall vary the type of meat and other similar items in the sandwiches to avoid repetition.
- (5) Court Meals: The Contractor shall prepare and deliver court meals to the housing units of each facility. Each court meal must be bagged.
- (6) Medical Diet Menus: (a)

General

- The Contractor shall provide medical diet meals such as, but not limited to, allergy, diabetic, low salt, low fat, dental soft, dental liquid, pregnancy, renal, vegetarian, and special meals in accordance with ACSO procedures and as ordered by medical staff. Medical staff will continue to record special diet orders that are satisfied by the Universal Menu.
  - Medical diets shall be served during normal hours in the manner specified by the physician. Arrangements shall be made to provide meals beyond the scheduled meal hours when so ordered by the physician.
  - The Contractor shall prepare written four-week cycle menus for each approved medical diet. All menus will include portion sizes. The contractor shall consult with its own dietitian and Food Services Coordinator to ensure that the requirements of each diet type are met.
- (b) Medical Diet Notification: Medical diets are determined by the medical provider. Contractor shall be responsible for obtaining medical diet notifications via the medical provider.

(c) Medical Diet Menu Requirements. The written medical diet menu shall:

- Identify all food items to be served to meet diet requirements.
- Reflect portion sizes consistent with diabetic exchanges and/or food manipulation (i.e. Puree) as required to meet the diet requirements.
- Be acceptable to ACSO as evidenced by periodic meal inspection reports.
- Medical Diet Recipes – The contractor shall develop standardized recipes to ensure consistency of medical diet menu items and will be formulated.

(7) Menu Changes and Substitutions:

- (a) The Contractor shall make all menu changes requested by the Commanding Officer of the facility (or her/his designee(s)) as long as the change does not increase the price per meal to ACSO and meets all menu requirements.
- (b) To plan for such changes, the Contractor shall utilize the four-week menu cycle. Changes shall be submitted for review and approval by the Contract Administrator four (4) weeks prior to the effective date of the next menu cycle.
- (c) Except in an emergency, the Contractor shall not change, by deletion or substitution, items on any menu that have been approved by the ACSO Contract Manager without prior written approval.
- (d) In a situation requiring a menu substitution, the Contractor shall notify the ACSO Contract Manager 24 hours in advance. Once approved, notice shall also be forwarded to each facility.
- (e) The Contractor shall prepare a written report and forward it to the Contract Administrator within 24 hours of the occurrence of a menu substitution. The report will document the reason for the substitution, the number of substitute meals served, the menu of the substitute meals served, the location of substitute meals served and steps the Contractor will take to prevent future substitutions.
- (f) In the event of an emergency change, the Contractor shall make

best efforts to meet the nutritional content for that meal. (8)

**Holiday and Special Meals Menus:**

- (a) The Contractor shall provide special meals related to specific holidays and themes.
- (b) At a minimum, special meal programs shall be required for the following Holidays:
- New Year's Day;
  - Ramadan – observed for practicing inmates;
  - Easter Sunday;
  - Thanksgiving Day; and
  - Christmas Day
- (c) Religious Menus – The Contractor shall provide menus at all meals that comply with the religious requirements of the inmates and approved by the ACSO Detentions and Corrections Commander, Detentions and Corrections Captain ACSO's Contract Administrator, and Inmate Services Chaplain. Contractor must initiate diet service within no more than 24 hours of notification. Examples of religious menus include, but are not limited to, Kosher, Halal, and Ovo-Vegetarian. Contractor shall keep up-to-date with current law and adjust its menus according to controlling state and federal law, including case law.

(9) **Staff Menus:**

- (a) The health and well-being of sworn and non-sworn staff is a very high priority for ACSO. Contractor shall provide tasty, appetizing, wholesome quality meals to the staff at any County run Jail Facility. Officer's Dining Rooms will be open to staff 24-7. Beverage and Coffee service will be available 24 hours per day. Inmate labor will not be used in the production or service of these meals. Additionally, there will be defined locations in the jail and administration where the Contractor shall be responsible for stocking coffee and condiments.

Meal times for the Santa Rita Jail are:

- Graveyard: 0001-0500
- Day: 0900-1600
- Swing: 1630-2100

Meal Times for the Glenn E. Dyer Detention Facility are:



Graveyard: 0100-0500  
Day: 0900-1400  
Swing: 1630-2100

Meals served to any Jail Facility staff in the staff dining room shall be displayed in an appealing manner. The following specifications shall apply except where there is a lack of appropriate equipment.

- (b) The Contractor shall provide a separate four-week menu plan for the staff dining room.
- The Contractor shall provide MICROS POS system for staff to pay for their meals;
  - The Contractor shall provide a Healthy Menu, utilizing a nationally recognized food distributor such as Sysco Food Services;
  - Contractor shall not utilize inmate menu items for staff;
  - Contractor shall use a standard recipes based on a business services model;
  - Contractor shall provide tableside condiments such as hot sauce, salt and pepper, soy sauce, and specialty items as required by the menu are mandatory;
  - Contractor shall provide a self-service salad bar is required for each meal period. The salad bar shall contain a minimum of three (3) dressings, a variety of 12 or more toppings to include vegetables, yogurt, cottage cheese, a lean protein source (i.e. tuna fish, cubed boneless/skinless chicken, etc.), and shredded cheese. Salad mix must have a variety of green leafy lettuces. A minimum of three (3) fruits (at least one (1) must be fresh) shall be offered. Salad bar must include yogurt mixing items (i.e. granola, nuts, raisins, etc.);
  - Contractor shall provide a deli station for each meal period. A variety of whole muscle lunch meats such as turkey, roast beef, and ham shall be available at each meal service. A minimum of three (3) cheeses shall be offered. These shall be natural cheeses such as Swiss, Monterey jack, and cheddar;

- Soft Serve ice cream and/or frozen yogurt shall be offered for each meal period;
- A daily entrée shall be offered for each meal. This can be the same entree for the lunch and dinner meal. A breakfast menu shall be offered for the graveyard shift;
- The beverage station shall include a variety of milk, juices, and sodas;
- The coffee station shall include all condiments to include dairy and non-dairy creamers, to-go cups, and lids. Cups shall be paper-based. Styrofoam cups are not acceptable;
- Re-useable plates, bowls, and glasses shall be used in the staff dining. Replacement of these items shall be the responsibility of the contractor. Disposables shall be provided for staff members who are unable to take their meal breaks in the staff dining room. Disposable silverware is acceptable, but must be heavy weight;
- Meals shall be billed at a separate cost from the inmate meal; and
- Contractor MICROS POS system shall be used to maintain a log of meals served. Log shall include the name of staff or contractor who has purchased the meal. No cash is to be exchanged.

j. Special Catering:

- (1) In the event that food and/or beverages for meetings, luncheons, dinners, inmate related functions are requested, they shall be provided at cost.
- (2) Separate records of direct expenses will be maintained. Cost estimates or maximum costs shall be provided prior to the commencement of such functions. Outside labor may be brought in for such functions, as required and as approved by ACSO. k.

Meal Service:

- (1) Responsibilities

- (a) The contractor shall provide all specified meal service for inmates, staff and guests regardless of holidays, weather conditions, work stoppages, lack of availability of inmate staff or any other adverse or emergency conditions that shall occur.
  - (b) If, for any reason, the contractor fails to provide food service, the ACSO shall obtain the required meal(s) from the most expedient source, and the contractor shall be responsible for any and all charges, including consequential expenses incurred by ACSO for food service. Charges will be deducted from outstanding invoices and additional damages may be imposed.
- (2) **Set Up:** Consistent with the food service delivery system in each facility the contractor shall be responsible to ensure that all meals are in place and ready to serve at the hours specified in that facility
- (3) **Transportation:** All transportation from any Jail of prepared food, whether trayed or bulk to facilities, is the responsibility of the Contractor. Consistent with the food service delivery system in each facility, contractor shall be responsible for transporting all food to the dining areas, rethermalization areas, serving areas, and for returning all trays, utensils, and equipment to the food preparation or washing areas, as appropriate. Contractor is responsible for maintaining logs and inventory of all trays which have been delivered, as well as picked up from each facility.
- (4) **Inmate Feeding**
- (a) **Time –** Consistent with the food service delivery system in each facility, contractor shall be responsible for serving during hours as required by the Title 15, ACSO, and American Correctional Association (ACA) guidelines.
  - (b) **Locations –** Inmates are to be fed at the designated locations. ACSO reserves the right to amend these locations, which may include the designation of additional locations, as may be required for the overall operation of the ACSO, at no additional cost.
- (5) **Medical Diets**
- (a) The Contractor shall clearly delineate medical diet meals for inmates.
  - (b) Meals shall be marked with clear and obvious markings so that the person taking the meal shall know that his/her dietary needs are being fulfilled.

- (6) Religious Diets: The Contractor shall clearly delineate religious diet meals for inmates. Meals shall be marked with clear and obvious markings so that the person taking the meal shall know that his/her dietary needs are being fulfilled.
- (7) Appearance
  - (a) Food shall be served in such a fashion as to be appealing to the inmate and staff. It shall be served in sufficient quantity and at the appropriate temperature as to make the food offered acceptable. All equipment and utensils used in the service of meals shall be clean and free of defects that will render the food unappealing.
  - (b) The Contractor shall ensure that all foods and beverages are presented and prepared in a sanitary manner.
  - (c) The general cleanliness of the serving areas shall be the contractor's responsibility. Contractor shall be responsible for expeditiously reporting facility sanitation and maintenance issues in serving areas.
  - (d) A National Sanitation Foundation (NSF) approved ounce scale shall be provided at all food preparation serving areas to ensure portion controls.
  - (e) The Contractor shall possess or develop a system to prevent foods or beverages from deteriorating while holding. Such a system shall ensure that food quality (taste, appearance, texture, temperature) does not deviate from the minimum quality standards.
  - (f) Thermometers shall be used on service lines to ensure all foods/beverages are being held at proper temperatures. Thermometers used must be consistent in all facilities. Thermometers must be NSF and HACCP approved. The type of thermometers must be comparable to a Fluke FoodPro infrared thermometer.
  - (g) The use of instruments that indicate temperature will be subject to the inspection and approval of the County of Alameda.
3. Staff Requirements: Contractor shall also provide adequate, competent support staff that shall be able to service the County during normal working hours, Monday through Friday. Such representative(s) shall be knowledgeable about the contract, products offered and able to identify and resolve quickly any issues including, but not limited to, order and invoicing problems.
  - a. Account Manager

- (1) Responsibilities: Contractor shall provide overall planning, direction and operation for the successful food service operation at the Alameda County Sheriff's facilities with particular attention to the issues of food service quality control, sanitation, and inmate vocational training.
- (2) Experience: Contractor's account manager shall have a minimum of five (5) years of managing a large scale food service operation in an institutional, commercial, industrial, or similar organization, with at least two (2) years in a major correctional facility or equivalent.

b. Cook-Chill Production Supervisor

- (1) Responsibilities: Contractor shall direct the product planning and oversee the quality control operations of the "cook-chill" production facility at the Santa Rita location. This employee should be dedicated to the "cook-chill" area only.
- (2) Experience: Contractor's Cook-Chill Production Supervisor shall have a minimum of two (2) years supervisory experience in correctional Cook/Chill techniques and applications.

4. ACA Compliance:

Contractor's quality assurance process shall be based on ACA standards and ensure compliance at every meal, every day. Compliance reviews shall be completed by Resident District Manager, Lori McConnell, on a monthly basis to be used as a continuous self-evaluation of contractor's performance. ACA Compliance operations shall be inspected by Contractor's Regional Team Members, Nutrition and Operation Support Services, Finance Officers and Operation Support Directors. Contractor shall also collect data from audits conducted by health inspectors and accreditation audits performed by the ACA and American Jail Association (AJA).

Contractors food safety Quality Assurance Review (QAR) standardization process shall be utilized to ensure perform at the highest levels of safety across all food service portfolios. QAR shall consist of site visits by objective third-party consultant EcoSure5,

(a leading food safety, and operational firm) which will evaluate the level of quality at the venue, and provide corrective action plans where necessary.

Failure to comply with and achieve ACA standards will result in a \$50,000 penalty and potential breach of contract.

5. Inmate Training Programs:

Contractor training programs shall culminate in meaningful certification which shall be clearly delineated. Contractor shall manage the IN2WORK (I2W) Program, in conjunction with the ROP Culinary Program currently in place at the Santa Rita Jail. I2W shall be a comprehensive curriculum entailing both classroom and on-the-job components. Selected offender workers shall learn foundational food and retail skills. Each working offender shall be given their own workbook, structured pre-work, quizzes, and test on food service operations and shall be issued certifications upon their successful completion of vocational training.

Additionally, Contractor shall implement its FreshFavorites program. This program shall be used as a tool to reward appropriate behavior. FreshFavorites shall offer popular takeout-style foods to working offenders. FreshFavorites shall be paid for by offenders thus generating additional revenue for the facility. FreshFavorites shall be a key component on I2W as participation shall allow offenders the knowledge of how to prepare and serve take-out food as they would in a retail food environment. FreshFavorites shall be made fresh onsite and can be offered on a daily or weekly basis as determined by ACSO.

6. Community Outreach Initiative:

Contractor shall support inmates returning to the community. As the vast majority of inmates from County run jails return to local residences, there is a substantial need for re-entry programs that can assist these individuals in becoming positive and contributing members of the community. Contractor's support shall include programs that support this goal.

Contractor shall support reentry efforts through partnerships with one or more community agencies and the private sector to offer inmate training programs which provide employability skills and assist in job placement in the community. Contractor's efforts shall be done with the goal to help released inmates transition to gainful employment, family stability, and community engagement. In addition, Contractor will make reasonable efforts to employ, within its organization but outside the corrections setting, successful participants of reentry programs. Contractor may also provide support through grants to programs helping released inmates transition to gainful employment, family stability, and community engagement.

Contractor shall provide an annual written report on the efforts and results of meeting these community outreach initiatives.

7. Performance:

An assessment shall be imposed/assessed to Contractor in each of the following categories. The Alameda County Sheriff Office, or its designee, shall notify Contractor of any occurrence and the proposed assessment. Contractor shall have five days to respond before a final determination is made related to the assessment. After consideration of the

response and factual situation, an assessment may be made by the County against Contractor and the full amount of the assessment shall be reflected as credit to the County in next invoice. If any credit exceeds the amount of the invoice Contractor shall submit a check for the credit balance to County with the invoice. The notice and reply period is for assessments only, it does not excuse or extend the time required under any term of this Agreement, include preapproval requirements or correction of deficiencies. This is not a liquidated damages provision and any assessment does not excuse Contractor from their obligations under this Agreement or any breach.

Type of Incident	Assessment Amounts
Late Meal Service	\$5,000 per occurrence
Improper Meal Substitutions	\$5,000 per occurrence
Inadequate Staff/Inmate Ratio	\$5,000 per occurrence
Sanitation Deficiencies	\$5,000 per occurrence
Equipment Damage	\$5,000 per occurrence
Security Breach	\$5,000 per occurrence
Failing to meet American Correctional Association Standards (ACA)	\$50,000 per occurrence
Failing to meet Alameda County Health Regulations	\$5,000 per occurrence
Failing to meet California Minimum Jail Standards Title 15	\$5,000 per occurrence

**EXHIBIT A-2**

**DELIVERABLES/REPORTS**

1. Contractor shall maintain at each facility the following records, reports, and deliverables which shall be made available for monthly review by ACSO, or as specified:
  - a. A current staffing chart and work schedule for all employees, which conforms to the provisions of this agreement. Contractor shall provide written notice one (1) week in advance to the appropriate facility administrator and the contract administrator of any scheduled absence by the Contractor's General Manager, which may be required for corporate training or other matters;
  - b. A complete job description for all the positions and inmate assignments utilized at the facility;
  - c. Any vacancies due to extended illness or termination will be filled within 30 days;
  - d. Daily records of meals served for each location and for any additional satellite facilities contracts by Contractor, according to established meal count procedures and County supplied inmate labor;
  - e. Daily and/or weekly summary records documenting all applicable contractor and food service industry standard quality assurance procedures, to include the testing of temperatures in the refrigeration, cooking and serving areas, and any other records necessary to meet health care standards, inspections, or inquiries. In addition, all records (recipes, production sheets, etc.) necessary to document the minimum portion standards and nutritional adequacy of each meal served;
  - f. Nutritional analysis and recipes and portion sizes of menus;
  - g. Maintain for 72 hours a frozen sample meal of each meal trayed at the "cook-chill" Production Kitchen;
  - h. A sample meal of each served meal will be kept refrigerated for a period of three days at all facilities;
  - i. All HACCP, Cook/Chill charts, records, and perpetual cooked product inventories will be kept for a period of one year at the Cook/Chill Production Kitchen;
  - j. The required ACA documentation in order to comply with ACA standards for accreditation; and



- k. Contractor shall provide meal counts for satellite facilities and other appropriate documentation to ACSO including but not limited to satellite facilities billing invoices in order to record the number of meals provided to each facility.
2. Contractor shall maintain and make available to ACSO the following required communication and reports for each ACSO facility:
    - a. Weekly reports of meals served;
    - b. Daily records of testing of meal temperatures as provided in item;
    - c. Records of nutritional analysis, recipes, and portion sizes;
    - d. A quarterly financial statement in accordance with industry standards, which shows all contractor income, expenses and profit or loss, related to this contract. This information will be treated by ACSO as confidential and will be made available only to ACSO, the ACSO Contract Administrator, the County Administrator, and/or the County Board of Supervisors;
    - e. Meal cart distribution sheets for meal carts leaving the kitchen, which shall be signed by contractor supervisors after verification of the number of meals prepared and loaded onto the meal carts. ACSO will sign for the designation dispatching of the food service carts. Jails will have random audits by the contract monitor or ACSO kitchen staff to validate meal counts;
    - f. Federal/State/local required forms relating to food services;
    - g. Analysis of nutrients showing Recommended Daily Allowance for this type of age group, and
    - h. Monthly status report on maintenance of capital equipment to include damaged equipment and equipment in need of repair or preventative maintenance.
  3. Contractor shall have monthly scheduled meetings with the ACSO to discuss Contractor performance and other items of mutual interest to this Agreement.
  4. Contractor shall have a two-way communication system in place during meal preparation and delivery hours to insure communication between the office personnel and the staff on the main kitchen floor.
  5. Sustainable Food Service
    - a. Contractor shall follow a Sustainable Food Service Action Plan (the "Plan"). Contractor shall meet with the County GSA Sustainability Team regarding the Plan prior to July 1, 2015. Contractor shall finalize and implement an approved Plan by September 1, 2015

- b. Contractor shall meet with County on a regular basis to review and update the Plan, including revisions to incorporate additional efforts for continuous improvement.
- c. Contractor shall provide regular reports that demonstrate how it reduces the environmental impact of food service delivery and operations associated with this Agreement.
- d. At a minimum, the Plan and reports shall identify efforts Contractor takes to minimize the generation of waste, divert waste that is generated from landfill, and strategies to minimize the life cycle environmental and social impacts associated with the provision of food. Examples of efforts the Contractor shall address include, but are not limited to:
  - (1) Packaging waste minimization;
  - (2) Food waste minimization;
  - (3) Other waste minimization actions;
  - (4) Surplus food diversion (e.g. for human or animal consumption);
  - (5) Recycling and composting implementation plan, including staff and inmate worker training, infrastructure (i.e. collection bins), and integration into work duty;
  - (6) Food sourcing strategies to minimize lifecycle greenhouse gas emissions intensity of food, such as locally grown foods, moving toward protein sources with lower emissions profiles and toward foods produced with no or low chemical inputs (e.g. fertilizers and pesticides);
  - (7) Food sourcing strategies that assure no human rights abuses throughout the supply chain;
  - (8) Operational practices that conserve energy and water; and
  - (9) Additional operational or corporate practices that result in an improved environmental and social impact footprint of the food service delivery and operation for which the contractor is contracted to provide.
- e. The Contractor shall develop and track metrics that measure and evaluate achievement in meeting the goals of the plan. Metrics shall be collected on an ongoing basis, and shall be reported quarterly to ACSO and GSA.

- f. Contractor shall update the Sustainable Food Service Action Plan annually in consultation with ACSO and GSA. The annual update to the plan shall incorporate a summary of the metrics from previous contract year(s), a summary of the environmental and social footprint improvements achieved, and seek to identify opportunities for continuous improvement in addressing the environmental and social impacts of the food service operation.
- g. To support sustainability goals, Contractor shall incorporate composting into their food services program. This will include, an investment of approximately \$100,000 to install composting equipment at the Santa Rita Jail kitchen facilities. The installation of this equipment is part of the services being provided under this Agreement and shall become the property of County at termination of the Agreement. However, Contractor shall remove the equipment if requested by County prior to the termination of the Contract.

**EXHIBIT A-3**

**SUBCONTRACTORS**

Pursuant to the terms of this Agreement, Contractor shall use the following subcontractors:

- **Atlantis Food Services, Corp.**  
30470 Whipple Road, Union City, CA  
Principal: Anton Haddad  
In an amount equal to fifteen percent (15%)
- **J. Leblanc Dairy**  
4073 Oak Hill Road, Oakland, CA  
Principal: Joseph C. LeBlanc  
In an amount equal to five percent (5%)

**EXHIBIT B**

**PAYMENT TERMS**

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

2. Costs

Description	Unit of Measure	Year 1	Year 2	Year 3
		Unit Cost	Unit Cost	Unit Cost
SRJ-Inmate Meals	Each	\$ 1.349	\$ 1.383	\$ 1.417
SRJ-Court Meals	Each	\$ 1.349	\$ 1.383	\$ 1.417
SRJ-Staff Meals	Each	\$ 4.700	\$ 4.818	\$ 4.938
GEDDF-Inmate	Each	\$ 1.349	\$	\$
GEDDF-Staff Meals	Each	\$ 4.700	\$	\$

**SLIDING SCALE**

Population Scale		Price/Meal
2000	2199	\$ 1.764
2200	2399	\$ 1.676
2400	2599	\$ 1.602
2600	2799	\$ 1.552
2800	2999	\$ 1.508
3000	3199	\$ 1.460
3200	3399	\$ 1.418
3400	3599	\$ 1.382
3600	3799	\$ 1.349
3800	3999	\$ 1.323
4000	4199	\$ 1.300

3. Invoices will be reviewed for approval by the Alameda County Sheriff Agency.
4. Total payment under the terms of this Agreement will not exceed the total amount of \$17,520,319. This cost includes all taxes and all other charges.
5. Upon award of this Agreement by County, County and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

EXHIBIT C

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

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

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability, Products and Completed Operations; Contractual Liability, Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	<p><b>Endorsements and Conditions:</b></p> <ol style="list-style-type: none"> <li>1. <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>2. <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>3. <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>4. <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>5. <b>SUBCONTRACTOR:</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>6. <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>7. <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>8. <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>	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/15/2015

Page 1 of 1

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

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

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: ACE American Insurance Company	22667-003	
INSURED Aramark Correctional Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	INSURER B: Indemnity Insurance Company of North Amer	43575-001	
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 23163276

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Law Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HD0G27335457	10/1/2014	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ None \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insured for <input checked="" type="checkbox"/> Auto Physical Damage			ISAH08827011	10/1/2014	10/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AOS WLRC48013570	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	CA & MA WLRC48013569	10/1/2014	10/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
A				WI SCFC48013582	10/1/2014	10/1/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000


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

ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives are included as Additional Insureds per policy terms & conditions.

## CERTIFICATE HOLDER

## CANCELLATION

County of Alameda 1401 Lakeside Dr. 12th Floor Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Call: 4690070 Tpl: 1858331 Cert: 23163276 © 1988-2014 ACORD CORPORATION. All rights reserved.

Named Insured: Aramark Correctional Services, LLC  
Insuring Company: ACE American Insurance Company  
Policy Number: HDOG27335457  
Policy Effective: 10/1/2014

**Endorsement No. 88**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided in the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**Schedule**

Name of Person or Organization

- 1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or
- 2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

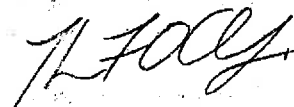
1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.



Authorized Agent



**EXHIBIT D**

**COUNTY OF ALAMEDA  
DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

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

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

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

CONTRACTOR: Aramark Correctional Services, LLC

PRINCIPAL: Mark R. Adams TITLE: Vice President Finance

SIGNATURE:  DATE: 6-2-15

**EXHIBIT E**

**COUNTY OF ALAMEDA  
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at <http://www.elationsys.com/elationsys/ContactUs.aspx> or call Elation Systems at (925) 924-0340. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

**EXHIBIT F**

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

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

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

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

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

NAME: Aramark Correctional Services, LLC

PRINCIPAL: Mark R. Adams TITLE: Vice President Finance

SIGNATURE:  DATE: 6-2-15

**EXHIBIT G**

**MICROS POS SYSTEM**



**PDF Attached Hereto**

## MICROS mTablet and mStation



*The mTablet and mStation are currently supported by the following MICROS applications:*

Application	Version Supporting mTablet/mStation
Simphony 1	V1.6 MR4
RES	5.2

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**Feature Summaries**

Specification/Feature	mTablet
Processor	Freescale i.MX6 Dual Core ARM Cortex A9 1GHz
Memory	1G DDR3 800MHz RAM
Storage	4G Fixed NAND Flash Internal 8G Removable microSD Standard
Operating System	Microsoft Windows Embedded Compact 7 (EC7)
Display	10.1" WVGA (1024x600) TFT LCD
Touchscreen	10.1" Hardened Projected Capacitive Sensor
Screen Orientation	Portrait or Landscape, Auto Rotating
Magnetic Card Reader	Modular Integrated 3-Track MCR Capable of Hardware Encryption at the Swipe
Network	802.11 a/b/g/n Dual Band Radio (WPA, WPA2, TKIP, AES Support) Bluetooth 2.1
Battery	Integrated Lithium Ion Battery 21.8Wh Provides 6 Hours of Operation in Typical Usage
USB	1 Below Modular MCR Cover for Future Accessories 1 USB "On the Go" Port
Serial Ports	1 Reserved for MCR
Operating Temperature Range	-10 to 60C (14-140F) Normal Operation 0 to 45C (32 to 113F) when charging battery
Enclosure	Magnesium Alloy, PC-ABD and Nylon Materials. Spill & Drop Resistant Enclosure
Certifications	FCC Class A, UL, CE, TUV, RoHS, China RoHS
Specification/Feature	mStation
USB 2.0	4 Standard USB 2.0 1 MICROS 12V Powered USB
Serial Ports	Com 1 DB9 RS232 – 5/9/12V Selectable Power Com 2 DB9 RS232 – 12V Power Com 5 RJ45 RS232 MICROS IDN Port RJ45 RS422/RS232
Cash Drawers	2 MICROS "Series 2" Cash Drawer Ports
Customer Display	1 MICROS Customer Display Port
Power Output	1 12V Output
Network	10/100/1G RJ45 Ethernet – only when mTablet Installed
Power Supply	Internal Universal 100W Power Supply
Battery	Optional Internal High Capacity Battery

## mStation/WS5A/PCWS2015/KW270 Differences Summary

The MICROS mTablet and mStation provide a high degree of connectivity and flexibility and are ideal for many use cases, however, care should be taken to ensure customers are provided with the best device for their particular needs and investment protection. The chart below highlights some key distinctions in the current MICROS workstation line

Specification/Feature/Functionality	mStation	WS5A	PCWS2015	KW270
Processor	Freescale i.MX6	Intel Atom N450	Intel Celeron or Core i5	Freescale i.MX27
Architecture	ARM	X86	X86	ARM
CPU Frequency	1GHz	1.6GHz	1.86 or 2.4GHz	800MHz
Processor Power	Mid	High	Very High	Low
RAM	DDR3 800	DDR2 667	DDR3 1066	DDR 333
USB 2.0 Ports	6 Total <ul style="list-style-type: none"> <li>• 4 on I/O Panel</li> <li>• 1 MICROS 12V Powered USB</li> <li>• 1 Below MCR Cap for Future Use</li> </ul>	8 Total <ul style="list-style-type: none"> <li>• 4 on I/O Panel</li> <li>• 1 Internal for Flash Drive</li> <li>• 2 Internal for Options</li> <li>• 1 MICROS Powered USB</li> </ul>	9 Total <ul style="list-style-type: none"> <li>• 4 on I/O Panel</li> <li>• 1 Internal for Flash Drive</li> <li>• 2 Internal for Options</li> <li>• 2 MICROS Powered USB</li> </ul>	6 Total <ul style="list-style-type: none"> <li>• 4 on I/O Panel</li> <li>• 1 Internal for Flash Drive</li> <li>• 1 Internal for Options</li> </ul>
USB Control	Power to USB ports can be controlled	USB ports can be independently disabled for security.	USB ports can be independently disabled for security.	NA
SATA Interface	NA	SATA Interface Standard	2 SATA 2 Interface	NA
Expansion Bus	NA	Optional PCIeexpress Expansion	Mini-PCI and Optional Express Card	NA
Serial Ports	4 Available <ul style="list-style-type: none"> <li>• 1 5/8/12V Powered DB9 RS232</li> <li>• 1 12V Powered DB9 RS232</li> <li>• 1 RJ45 RS232</li> <li>• 1 RJ45 RS422/RS232/IDN</li> </ul>	4 Available <ul style="list-style-type: none"> <li>• 1 DB9 RS232</li> <li>• 2 RJ45 RS232</li> <li>• 1 RJ45 RS422/RS232 IDN</li> </ul>	4 Available <ul style="list-style-type: none"> <li>• 2 DB9 RS232</li> <li>• 1 RJ45 RS232</li> <li>• 1 RJ45 RS422/232/IDN</li> </ul>	3 Available <ul style="list-style-type: none"> <li>• 1 DB9 RS232</li> <li>• 1 RJ45 RS232</li> <li>• 1 RJ45 RS422/RS232 2 IDN</li> </ul>



# mWorkstation – Product Overview



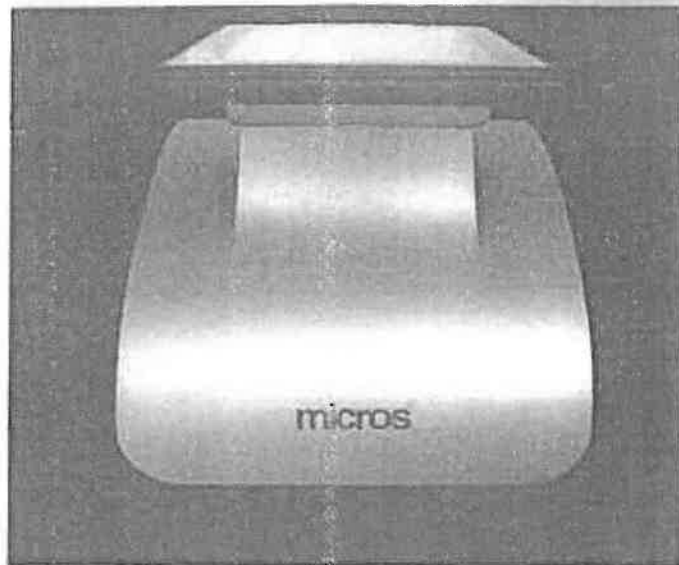
Specification/Feature/Functionality	mStation	Y355A	PCW32816	KW270
VGA Output	NA	1 VGA Connector on I/O Panel  (provides mirrored display output with Windows CE, dual independent display output with Win32 OS)	1 VGA Connector on I/O Panel	NA
Factory Recovery	Standard, activated via <ul style="list-style-type: none"> <li>Power Button</li> <li>Utility</li> </ul> Both password protected	Standard, activated via: <ul style="list-style-type: none"> <li>Hotkey Combo</li> <li>CMOS Menu</li> </ul>	Standard, activated via: <ul style="list-style-type: none"> <li>Hotkey Combo</li> <li>CMOS Menu</li> </ul>	NA
Operating System Support	<ul style="list-style-type: none"> <li>Windows Embedded Compact 7</li> </ul>	<ul style="list-style-type: none"> <li>Windows Embedded CE 6.0 R3</li> <li>Windows POSReady 2009</li> <li>Windows POSReady 7</li> <li>Windows 7</li> </ul>	<ul style="list-style-type: none"> <li>Microsoft Windows 7 Pro</li> <li>Microsoft POSReady 7</li> <li>Microsoft POSReady2009</li> </ul>	<ul style="list-style-type: none"> <li>Windows Embedded CE 6.0</li> </ul>
Operator LED	Blue LED	White LED	Green LED	Green LED
Application Support	<ul style="list-style-type: none"> <li>Simphony 1.6 MR4</li> <li>RES 5.2</li> </ul>	<ul style="list-style-type: none"> <li>9700</li> <li>E7</li> <li>RES</li> <li>Simphony 1</li> <li>Simphony 2</li> </ul>	<ul style="list-style-type: none"> <li>9700</li> <li>RES</li> <li>Simphony 1</li> <li>Simphony 2</li> </ul>	<ul style="list-style-type: none"> <li>9700</li> <li>Simphony 1</li> </ul>
Integrated Finger Printer Reader	NA	Optional	Optional	NA
Customer Display	1 Customer Display Port	2 Customer Display Ports	2 Customer Display Ports	1 Integrated Customer Display 1 External Customer Display Port
Accessory Power	12V Out	Optional 12V Out	12V Out	9V & 12V Out
Cash Drawer Ports	2 – Series 2 CD Ports Requires adapter cable for legacy CD support	2 – MICROS CD Ports	2 – MICROS CD Ports	2 – MICROS CD Ports

### mTablet & mStation Overview

The MICROS mTablet is an all new tablet designed specifically with POS requirements and harsh hospitality environments in mind. Featuring a 10.1" display with a projected capacitive touch screen, the mTablet utilizes the latest technologies, including a cutting edge dual core processor. A modular design allows the mTablet to feature a secure, integrated magnetic card reader that is capable of hardware encryption of track data, which can be quickly replaced with additional peripheral devices such as scanner/imagers and RFID readers as they become available.

To meet the needs of the hospitality environment, including both indoor and outdoor environments, the mTablet features an extremely wide operating temperature range, a robust casework and hardened touch screen for a superior level of durability and drop protection, and a tight design to withstand the worst spills and weather.

When the mTablet is combined with the mStation, the result is a complete POS client featuring a full range of peripheral and connectivity options. The mStation allows customers to use all of their existing peripheral devices, from printers and cash drawers to customer displays, scanners, scales and more. Additionally, when wireless networks are not present or have gaps in signal coverage the mStation allows customers to take advantage of traditional wired networks, with a 10/100/1G capability.



The mTablet and mStation provide MICROS customers with a tailored solution for their business needs. Unlike consumer products, these devices are tailored for the hospitality and retail environments, providing a clean, secure, integrated device hardened to withstand the day to day abuse common in these environments. As with all MICROS hardware, the mTablet and mStation achieve a set of goals to provide maximum benefit to MICROS customers. These goals include simplified installation, high levels of reliability, unobtrusiveness, and adaptability to various operational requirements.

#### Installation

Each mTablet ships with the MICROS Client Application Loader (CAL) installed. CAL is key to the highly intuitive installation and configuration of the mTablet, and provides ongoing monitoring and updating of the device.

MICROS CAL on the mTablet allows for device configuration to occur through either a wired network (when installed on an mStation) or wireless. In a wired network, the Client Application Loader takes care of assigning an IP address, and downloads the correct database for the mTablet, so it is quickly up and running. If platform updates are available the CAL will download and install those as well, including new drivers, firmware, even an entire OS update. These capabilities are available in both wired and wireless configurations.

## Reliable

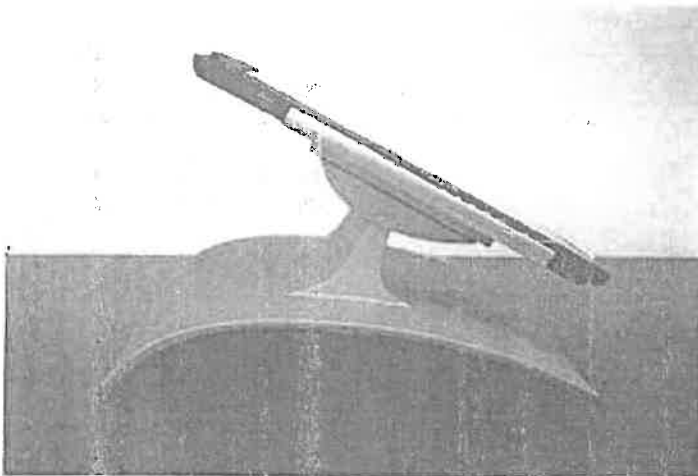
MICROS products have set high standards for reliability. The mTablet and mStation are designed to continue this trend of long lasting, trouble free operation.

Even though passively cooled, the mTablet and mStation retain MICROS' commitment to spill resistance and wide operating temperature ranges.

The mTablet features full gasketing internal to the assembly, and electrically isolated connectors along its lower edge, making it immune to damage from spills, rain, snow and standing liquids. The mStation is also designed for maximum protection. The power supply is mounted internally, ensuring it is always correctly placed and not subject to the abuse and spills that plague external units and peripheral cables are securely held in place, immune to splash, debris or tampering.

MICROS workstations are installed in a variety of locations, frequently in less than ideal environments. In addition to spill resistance, the mTablet is designed to operate in temperatures ranging from -10° centigrade (14°F) to 60° centigrade (140°F), allowing the device to be used in areas that are not temperature controlled, including patios, poolside, in outdoor concessions and elsewhere. The mTablet is constructed of magnesium alloy and PC-ABS, which provide a robust casework that can withstand years of abuse. The raised front bezel provides an attractive finish to the mTablet, while providing protection for the touchscreen and LCD. This design provides the mTablet with a level of impact resistance that consumer products cannot achieve.

## Unobtrusive

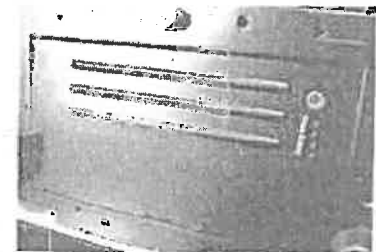


The sleek styling of the mStation complements any décor, with an attractive finish, low profile and small footprint. The mStation requires very little counter space, leaving this valuable area open for customer interactions.

The mStation allows the installed mTablet to be oriented in either portrait or landscape modes, with the magnetic card reader positioned at the top, or either the left or right side of the terminal. The self-tightening hinges of the mStation allow for easy angular adjustment.

Special care was taken to make sure the mStation provides a stable base, is easy to install, and reduces the overall footprint of the device. The raised feet of the mStation ensure spills and standing liquids do not interfere with operations. These feet are also designed to guide data lines from the customer displays, ensuring a clean appearance and proper strain relief.

The mStation also accommodates an optional high capacity battery, allowing the unit to be used completely unplugged from electrical sources. The optional battery also provides power to the I/O panel and integrated peripheral devices, as well as maintaining charge to an installed mTablet. The optional battery is installed in the bottom of the mStation and is charged by the mStation when AC power is connected. An indicator light on the front of the mStation provides



charge status of the battery. The battery can be easily accessed by removing the cover plate, or the cover plate can be locked into place with the provided security screw.

The mStation is easy to use, and mounting the mTablet is quick and intuitive. Channels along the side of the mTablet engage rails on the mStation, allowing for fast alignment. Two captive screws below the mating connection of the mStation allow users to lock the mTablet into place if desired.

The mStation also provides mounting locations for modular peripheral integration, including customer display options and soon to be released scanner and printer modules.

### **Adaptable**

The flexibility of the mTablet and mStation is greatly enhanced by its modular design and available options.

### **Mobile Operation**

The integrated wireless capabilities of the mTablet allow customers the flexibility of providing service at any point in their establishment, whether table side, line busting, or in seat service. The rugged design of the mTablet ensures it will withstand the abuse, spills and extreme temperatures found in these environments.

### **Fixed & Portable Operation**

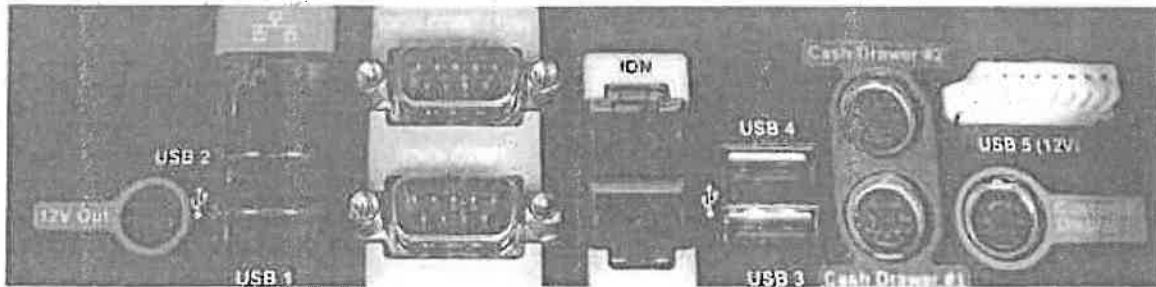
The mStation provides peripheral connectivity for the mTablet, and allows connection to AC power and wired networks. When docked, the mTablet initializes the ports of the mStation – this process can take several seconds. Each mStation is assigned a unique identifier by the MICROS application, allowing the tablet to identify key attributes of the mStation, including cash drawer assignments by employee. The mStation also charges the mTablet when installed. When the mTablet is undocked, the peripheral ports on the mStation lose all functionality. There is no standalone functionality of the mStation.

The mStation can be equipped with an optional high capacity battery. This is the same battery used by the MICROS Keyboard Workstation 270. Unlike the KW270, all mStation units are "battery ready". When equipped with a battery, the mStation can provide full portable operation of an mTablet and modular peripherals, unplugged from AC power.

A special Concessions configuration of the mTablet that removes wireless capabilities and the tablet's internal battery is available for situations where a removable, mobile tablet is not necessary. This configuration must be mounted within the mStation at all times, and either AC power or the mStation high capacity battery must be present to provide power to the device. It should be noted that there is no field upgrade to add wireless capabilities (802.11 or Bluetooth) to this configuration at a later time.

### **Peripheral Support**

The mStation supports a wide variety of peripherals. The I/O panel features 2 MICROS Series 2 cash drawer ports, 10/100/1000BaseT network, 4 USB 2.0, 4 Serial ports (1 - RS-232 DB9 w/5/9/12V software selectable power, 1 RS-232 w/12V power, 1 IDN- switchable, 1 RJ45 serial), 1 MICROS customer display, 1 MICROS Powered USB (12V) ensure the mStation will accommodate the range of devices found in typical hospitality installations.



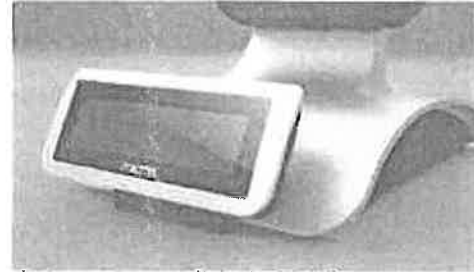
The mStation I/O panel includes some significant changes from previous generations of MICROS products. The traditional MICROS cash drawer ports have been replaced with Series 2 ports. These new cash drawer ports are significantly smaller than the previous generation, and occupy less space on the I/O panel and circuit board. The Series 2 ports also feature an expanded number of connectors, allowing for future options on the cash drawer interface. An adapter cable to provide backwards compatibility to existing MICROS cash drawers is available.

In addition, the mStation features a single customer display port. This port is compatible with existing MICROS pole displays. The mStation integrated customer displays will also use this connector, replacing the integrated customer display connector found on the WS5/WS5A and PCWS 2015.

The 12V power output can be used to power external peripheral devices.

### Customer Displays

The MICROS 240x64 customer display has been redesigned to match the look of the mStation. The integrated display mounts directly to the mStation and has a fixed angle. The display connects to the single customer display port at the I/O panel. Alternatively the customer display port can be used for an external 240x64 pole display.



The redesigned pole display matches the styling of the mStation as well. The oval base of the pole features a screw hole pattern that aligns with the mounting locations on MICROS cash drawers. The pole display comes with a 3' cable and connects to the I/O panel of the mStation.

MICROS also offers an LCD pole display Y cable, allowing two LCD pole displays to be connected to the mStation simultaneously. This cable is useful in locations such as cafeteria lines, where customers may approach the cashier station from either side.

At this time there is only a single 18" pole display offering. Additional configurations may be offered in the future. Existing MICROS pole displays are compatible with the mStation.

### Depot Maintainable

The fundamental goal of the mTablet and mStation is to provide the most reliable, trouble free operation of any device on the market, while delivering the performance and capability required by current applications. MICROS achieves this goal through the combination of many years of experience, thorough engineering research and design, and the selection of superior components.

The second goal is to reduce the impact of a hardware problem, in both cost and, more importantly, down time. It is a recognized fact that no device is impervious to failure. How quickly and easily a system can be repaired or replaced is an important consideration in the hardware selection process. The following tools allow the mTablet achieve its second goal.

### Personality Module

The qualities that make the mTablet easy to install also make it ideal for depot maintenance. While the mTablet features a rugged design, accidents can and do happen. When it is necessary, employees with little or no previous training can replace the device. The mTablet retains MICROS' unique "Personality Module", making swapping mTablets as easy as replacing a flash memory card in a camera.

Each mTablet maintains identifying information on an integrated microSD card. Applications, registry data and offline totals are all stored in the Personality Module. Moving the personality module from one device to another effectively "swaps" the identity of the units.

If an mTablet fails, replacing it can be as simple as unboxing a new device, removing the microSD from the broken unit and installing it in the new one and powering up.

### MICROS Factory Recovery

Like previous generations of MICROS hardware, the mTablet has incorporated MICROS Factory Recovery, which allows a technician to easily and quickly restore a device to its factory fresh, out of the box condition.

The mTablet implements recovery through a password protected utility accessed either by pressing the power button for several seconds, or through a utility in the boot directory of the operating system. After activating factory recovery the mTablet will reload its original Windows Embedded Compact 7 operating system image, drivers, and CAL client, then format the microSD card, making the unit ready to be rotated into a depot inventory. If the integrated encrypting magnetic stripe reader has been set to encrypting mode, factory recovery will reset to the factory default of non-encrypting.

### mTablet and mStation Technology

To meet design objectives, MICROS carefully selected each component of the mTablet. Special emphasis was placed on selecting components that are reliable, efficient, and available for many years to come.

The mTablet and mStation are designed around embedded and industrial components; those items identified by their manufacturer for long life cycle, superior specification and tightly controlled quality.

#### Processor

The latest Freescale processor, the i.MX6, was selected to meet the balance of high performance and low power consumption. This new processor is based on the ARM Cortex A9 architecture. The Freescale i.MX6 family of processors allows for a range of performance options. MICROS has selected a dual core, 1GHz model for use in the mTablet, which provides an excellent balance of performance and battery conservation.

#### Persistent Storage

The mTablet features two storage locations. A fixed, 4G eMMC flash device on the main board is configured in multiple partitions, and encompasses the "boot" partition as well as the recovery partitions.

The secondary storage device is the microSD flash card. The microSD is a removable file system storage device that was chosen for its reliability and relative low cost per GB. The microSD stores the tablet specific registry hive, as well as applications and off line totals.

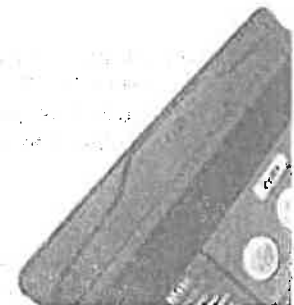
The mTablet comes standard with the microSD installed and this device is **REQUIRED** for all MICROS applications. The removable nature of the microSD was also required to support the MICROS identity-swapping, *Personality Module* feature. The microSD card is located under the magnetic card reader assembly of the mTablet, which is secured by 4 Allen head screws. Each mTablet comes with a tool for removal of these screws as necessary.

#### Encryption Ready Magnetic Stripe Reader (MSR)

The integrated magnetic stripe reader features a three track titanium head, for excellent wear characteristics, allowing for more than 2 million reads. The head is also capable of providing bank card encryption at the swipe, providing a hardware level security to credit card acceptance.

The MSR encryption utilizes a Triple Data Encryption (TDES or 3DES) algorithm with a Derived Unique Key Per Transaction (DUKPT) key rotation algorithm. These techniques are industry standards to ensure secure encryption and key management.

The magnetic stripe reader is currently preinjected with a Merchantlink key and shipped in a non-encrypting mode. Additional keys will be available in the future. MICROS applications which support encryption at the swipe will enable encryption when POS operations begin. By encrypting track data at the swipe, the mTablet may



allow customers to be eligible for reductions in PCI assessment. Customers should discuss the advantages of hardware level encryption with their assessor.

### **Double Molded Casework**

The rear casework of the mTablet is made of highly durable PC-ABS plastic, and is constructed with a unique "double mold" process, which allows for the permanent integration of a soft gasket material around the perimeter of the case. This gasketing process makes the mTablet impervious to spills, rain, snow and even periods of time in standing liquids.

In addition to the gasketing around the casework, the I/O connections of the tablet are gasketed and electrically isolated, ensuring there are no issues if liquids come in contact with this area of the device.

### **Environmental Regulations**

MICROS has been at the forefront of the move to more environmentally friendly design and manufacturing processes. MICROS workstations, including the mTablet and mStation, are designed to meet current and anticipated environmental regulations, including international requirements.

The mTablet and mStation, (as well as the PCWS 2015, WS5A, KW270, WS5, WS4 LX, WS4 and KWS4) meet the strict European Union Reduction of Hazardous Substance (RoHS) initiative, as well as the similar RoHS initiatives implemented by China.

In addition to meeting governmental regulations, MICROS has implemented other, smaller measures to minimize our products environmental impact, including:

- Continuing efforts to reduce power consumption while retaining high performance levels. MICROS workstations require on average half the energy of competitive products.
- Maintaining wide operating temperature ranges so that the POS equipment does not dictate room cooling or heating requirements.
- Screensavers with automatic backlight controls to greatly increase the life of LCD backlights.



## Operating System and Platform Software

### Windows® Embedded Compact 7

The mTablet comes preinstalled with the latest embedded operating system from Microsoft, Windows Embedded Compact (EC) 7. By taking advantage of the modular nature of this embedded operating system, MICROS is able to tailor an OS image specifically for the mTablet. This ensures the image only contains components and drivers relevant to the hardware, dramatically reducing the OS size and resource requirements.



This strict control of the operating system also allows MICROS to improve the security of the mTablet. By choosing not to include an e-mail client, drive letters, scripting components, and other components often targeted by developers of malware, MICROS has greatly reduced the chances of the mTablet being afflicted by a virus, spyware or other destructive programs.

Utilizing Windows Embedded Compact 7 provides a number of other advantages to the mTablet, including:

**Lower Operating System licensing cost** – Windows EC7 is dramatically less expensive than Windows 7 or POSReady 7. Not only does this lower initial cost, but keeps future upgrade costs down as well.

**Less Maintenance** – Since the mTablet operating system is tightly controlled by MICROS, there is no need for end users to monitor and install upgrades and hot fixes issued by Microsoft on a weekly basis.

**Registry Hive** – Key to the functionality of the Personality Module, EC7 provides the ability to “hive” the registry on the microSD, while the operating system itself resides on the eMMC. This makes the registry portable, enabling the ability to swap it from a failed unit into a new mTablet.

**Ability to Upgrade OS Remotely** – The small footprint of the Windows EC7 operating system makes it possible for CAL to download and upgrade the operating system on an mTablet in a completely unattended manner.

**Long Term Operating System Support** – Microsoft has extended support for the EC7 operating system, ensuring at least 10 years of ongoing support.

## mTablet Platform Software

The mTablet platform software consists not only of the Windows Embedded Compact 7 operating system, but also several other components that MICROS has developed specifically for the device. All of these components come pre-loaded on the mTablet. These software components include:

- A bootloader tailored for the mTablet, to provide pre-boot functionality such as the MICROS Factory Recovery and Auto Flash Upgrade.
- The OEM Abstraction Layer (OAL), essential software that allows the Windows Embedded Compact 7 OS to control the mTablet hardware.
- Hardware Device Drivers, specific to the unique capabilities of the mTablet and mStation.

## Orderable Parts

### mTablet/mStation

The mTablet is available in two configurations. Each contains the following:

- mTablet
- 2 MICROS Employee Cards
- Allen key for MSR Assembly

The mStation is available in one configuration, which contains the following:

- mStation
- 3 MICROS Employee Cards
- US Power Cord
- 8 Cable Ties
- Allen Key for Battery Cover Security Screw

Part Number	Description
400962-002	mTablet, Standard Display, EC7
400962-000*	mTablet, Std Disp. No Battery, No Wireless. * Must Use with mStation
700351-031	AC Wall Adapter for mTablet Charging (not needed when mTablet used with mStation)
400374-020	mStation
700043-900	Battery for mStation

\*Please note that this configuration is intended primarily for use as a Concessions terminal. It has no wireless network capability, including 802.11 or Bluetooth. There is no internal battery in this device. Field upgrades of this system are not possible.

### Customer Displays

Part Number	Description
400380-001	Rear Customer Display (240x64) for mStation
700827-028	Pole Display, 240x64, 18" Pole
300107-030	Y Cable for 240x64 Pole Display

### Cash Drawers

The mStation uses a new cash drawer connector which is not compatible with existing MICROS cash drawers, unless an adapter cable is utilized. The cash drawers below are the initial offerings featuring this new connector, additional drawers will be added in the future.

Part Number	Description
400018-226	Cash Drawer, Series 2 Connector, Dual Media Slot, 5 Bill, 5 Coin w/Roll Coin Storage, 18"x16.7"x4.17. APG Series 4000
400018-233	Cash Drawer, Series 2 Connector, 13"x17", APG SERIES 4000 JD030-BL1317-B1A
300290-020	Cash Drawer Conversion Cable - Adapts MICROS Series 1 Cash Drawers to Series 2

### Serial Port Conversion Cables

Converts RJ45 Serial Port Connection to RS-232 DB9 Serial Connection

Part Number	Description
300319-102	Cable Assy, IDN to RS232, No Handshaking, RJ45 To DE-9P
300319-103	Cable Assy, RS232 with Handshaking, RJ45 to DE-9P

### Warranty Information

#### Direct End-user Warranty and Maintenance information

The mTablet and mStation and customer displays are sold with a 1 year, "all zones", on-site, extended hours of coverage (9:00AM to 10:00PM, 365 days) warranty to MICROS Direct End-users.

Appendix A - Dimensions

