

<p>3. VENDOR Name and Contact Information:</p>	<p><input type="checkbox"/> Licensed Blind Vendor <input type="checkbox"/> VMU Contractor</p> <p>_____ (Name)</p> <p>_____ (Street Address)</p> <p>_____ (City) (State) (Zip)</p> <p>_____ (Telephone)</p> <p>_____ (Facsimile) (E-mail)</p>
<p>4. Location of VENDING FACILITIES: (See <u>Attachment "A"</u>, Floor Plan)</p>	<p>_____ (Floors)</p> <p>_____</p> <p>Narrative Description</p>
<p>5. Days and Hours of Operation:</p>	<p><input type="checkbox"/> Mon-Fri, 7:30 a.m. – 5:30 p.m. <input type="checkbox"/> Other (describe):</p> <p>_____</p> <p>_____</p>
<p>6. Permit Commencement Date:</p>	<p>_____, 20__</p>
<p>7. Permit Attachments: (Check all that apply)</p>	<p><input checked="" type="checkbox"/> <u>Attachment "A"</u>, Floor Plan <input type="checkbox"/> <u>Attachment "B"</u>, List of BEP-Owned Equipment <input type="checkbox"/> <u>Attachment "C"</u>, List of Items for Sale <input type="checkbox"/> <u>Attachment "D"</u>, List of CONTRACTING AGENCY-OWNED EQUIPMENT <input type="checkbox"/> <u>Attachment "E"</u>, Vending Machine Inventory <input type="checkbox"/> <u>Attachment "F"</u>, Non-Discrimination Clause <input type="checkbox"/> <u>Attachment "G"</u>, Maintenance and Cleaning Schedule <input type="checkbox"/> <u>Attachment "H"</u>, Business Practices <input type="checkbox"/> <u>Attachment "I"</u>, Sustainable Food Service Standards</p>

8. CONTRACTING AGENCY Designated Representative:	Administrative Coordinator II Facility Operations Administrative Office of the Courts Office of Court Construction and Management 2860 Gateway Oaks Drive Suite 400 Sacramento, CA 95833 Tel: (916) 263-1934 Fax: (916) 263-8140 E-mail: Stephanie.Brandy@jud.ca.gov
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In consideration of the foregoing, the PARTIES agree as follows:

PERMIT TERMS:

1. **Grant of Permit.** CONTRACTING AGENCY hereby authorizes the BEP to establish one or more vending facilities (each a “VENDING FACILITY” and if more than one, “VENDING FACILITIES”) in the [NAME OF COURT FACILITY] located at [STREET ADDRESS OF COURT FACILITY] pursuant to California Welfare and Institutions Code section 19625 *et seq.* (herein referred to as the “CODE”) and Title 9 of the California Code of Regulations, sections 7210 *et seq.* (herein referred to as the “REGULATIONS”). The number, type, and location of the VENDING FACILITIES covered by this Permit is as indicated in section 2 of the Permit Summary and as shown on Attachment “A” hereto.
2. **PERMIT Commencement Date.** This PERMIT shall commence on _____, 20__.
3. **Applicable Terms.** Each VENDING FACILITY shall be installed, maintained, operated, and, if applicable, removed on the terms and conditions set forth in the MOU, the CODE, and the REGULATIONS, which shall at all times apply to and govern the VENDING FACILITY. The MOU shall govern in the event of any direct conflict between the terms of this PERMIT and the terms of the MOU.
4. **Selection of VENDOR.** BEP shall place in charge of each VENDING FACILITY the licensed blind vendor or Vending Machine Unit (VMU) contractor identified in section 3 of the Permit Summary (herein called “VENDOR”). The VENDOR shall be selected pursuant to the selection process described in the CODE, in section 7214 of the REGULATIONS, and in the MOU.
5. **BEP To Enforce.** BEP shall diligently enforce this PERMIT, the MOU, the CODE, the REGULATIONS and other laws and regulations governing the installation, operation. Maintenance and, if applicable, removal of the FACILITY by the VENDOR.
6. **Menu Items.** The VENDOR shall provide and sell in the VENDING FACILITY food, beverages, and other items described in Attachment “C” to this PERMIT.

7. **BEP-Owned Equipment; CONTRACTING AGENCY-Owned Equipment.** BEP shall make provision for all necessary equipment not provided by the CONTRACTING AGENCY. CONTRACTING AGENCY shall make provision for the CONTRACTING AGENCY-Owned Equipment listed in Attachment “D” to this PERMIT. An initial list of the BEP-Owned Equipment to be provided by the BEP is attached as Attachment “B” to this PERMIT. BEP shall maintain the CONTRACTING AGENCY-Owned Equipment located in the VENDING FACILITY in good working order through normal servicing and repair; however, BEP retains the right not to repair such equipment if it is deemed that such repair is not financially feasible. In such cases, BEP retains the right to either replace the CONTRACTING AGENCY-Owned Equipment or not to use it. If BEP replaces any such piece of CONTRACTING AGENCY-Owned Equipment, ownership of that equipment shall remain with BEP. Upon termination of this PERMIT, all CONTRACTING AGENCY-Owned Equipment furnished by CONTRACTING AGENCY will be left on the VENDING FACILITY premises in good condition, except wear and tear.
8. **Hours of Operation.** BEP shall require VENDOR to operate the VENDING FACILITY on the days and during the hours described in section 5 of the Permit Summary. The VENDING FACILITY shall be closed on all official State of California holidays. Adjustments of operating days and hours necessitated by Building conditions may be made by written concurrence of the CONTRACTING AGENCY and the BEP.
9. **Maintenance of VENDING FACILITY.** BEP and the VENDOR shall provide for cleaning and maintenance of the VENDING FACILITY on the terms set forth in the MOU and as described in Attachments “A” and “G” to this PERMIT.
 - (A) Unless otherwise expressly set forth on Attachment “G” to this PERMIT, CONTRACTING AGENCY’S obligations for cleaning and maintenance of the VENDING FACILITY shall be limited to performing, or causing Court staff to perform, the following:
 - (i) Collection and disposal of trash and garbage from the trash and garbage collection area of the Building pursuant to Attachment “G” to this PERMIT. The trash and garbage collection area is located as shown on Attachment “A” to this PERMIT; and
 - (ii) Provide an accessible storage area for the retrieval of an inedible grease container, if applicable to the VENDING FACILITY.
10. **Use of BUILDING and VENDING FACILITY.** BEP shall require VENDOR to access and use the BUILDING and the VENDING FACILITY in compliance with the terms of the MOU, the CODE, and the REGULATIONS, including:
 - (i) Using the BUILDING and the VENDING FACILITY solely for any purpose expressly provided in this PERMIT and for no other purpose whatsoever;

- (ii) Operating the VENDING FACILITY, at a minimum, in compliance with the Business Operations and Practices set forth in Attachment "H" to this PERMIT.
- (iii) Providing physical examination and test reports for the VENDOR and all food handlers, if required by existing statutes and local ordinances;
- (iv) Obtaining, maintaining, and posting in the VENDING FACILITY all licenses, permits, and food handlers' cards required by law in VENDOR'S name at no cost to the CONTRACTING AGENCY;
- (v) Providing paying customers with all necessary expendable items and consumable supplies such as, but not limited to, paper cups, paper plates, napkins, utensils (knives, forks, spoons), to-go containers, condiments, and other customary items required for the sale and consumption of items sold in the VENDING FACILITY;
- (vi) Complying with the BEP'S Facilities Green Program as set forth in Attachment "I" to this PERMIT, whenever possible, including the use of "green" cleaning products and "green" pest control services;
- (vii) Prohibiting, in all parts of the VENDING FACILITY area, the use, consumption, selling, dispensing, furnishing, or supplying of any alcoholic beverage or narcotics to or by anyone, and to prohibit all forms of wagering and gambling devices, except for the sale of California State Lottery tickets;
- (viii) Not creating or attempting to create any liens upon the Building, including the VENDING FACILITY area, or on any CONTRACTING AGENCY-Owned Equipment by way of chattel mortgage or otherwise; nor is the VENDOR to make any purchase in connection with the vending business in the name of the CONTRACTING AGENCY or BEP. Any permit, lease, or other form of agreement with any third party for use of the VENDING FACILITY shall be subject to approval of the BEP, the CONTRACTING AGENCY, and the State Public Works Board; and
- (ix) Not making any repairs, alterations, or improvements to the Building of any kind without the express written consent of the CONTRACTING AGENCY. This includes the installation of signs, artwork, and entertainment systems.

11. **Non-Discrimination.** The BEP affirmatively supports all federal and state civil rights laws and will not knowingly do business with any agency or entity which discriminates on the basis of ethnic group identification, national origin, race color, creed, religion, sex, age, sexual orientation, physical or mental disability, medical condition, marital status or ancestry. BEP and CONTRACTING AGENCY hereby agrees to comply with the non-discrimination clauses of Attachment "F".

IN WITNESS WHEREOF, the BEP and the CONTRACTING AGENCY have executed this PERMIT as of the date first above written.

APPROVED:

DEPARTMENT OF REHABILITATION JUDICIAL COUNCIL OF CALIFORNIA

BUSINESS ENTERPRISES PROGRAM

ADMINISTRATIVE OFFICE OF THE COURTS

By: _____
Debra Meyer, Manager
Business Enterprise Program
721 Capitol Mall
Sacramento, CA 95814

By: _____
Grant Walker, Senior Manager, Business Services
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

Date: _____, 20__

Date: _____, 20__

ATTACHMENT A
FLOOR PLAN

ATTACHMENT B
LIST OF BEP-OWNED EQUIPMENT

ATTACHMENT C

LIST OF ITEMS FOR SALE

The following types of articles may be sold and services may be offered in Court Facilities owned or operated by the AOC pursuant to the Permit to which this **Exhibit "C"** is attached. The items described in this attachment are also in line with the State of California's policy of promoting healthier foods consistent with California SB 441 (Torlakson, 2007). The DOR and the AOC share the goal of encouraging the State's employees and visitors to make an informed choice for healthy, freshly-made food that looks and tastes great.

The BEP's Blind Vendors and, where applicable, VMU Contractors are not, however, prohibited from augmenting the menu. These menu items shall be offered in all appropriate venues available to the Blind Vendor within the parameters set forth in applicable provisions of the Codes and the Regulations. Each Blind Vendor may request a change, in writing, to reduce the level of goods and services defined herein based upon the needs of the building population and marketability of certain products. Any such request made by a Blind Vendor or, where applicable, a VMU Contractor for change shall only take effect if first approved in writing by the DOR's BEP.

VENDING MACHINE - PREPACKAGED ITEMS NOT PREPARED ON PREMISES:

- **Bakery:** Muffins, donuts, bagels, cakes, pies, pastries
- **Cold Beverage:** Soda, canned/bottled; juices, canned/bottled; ice tea, canned/bottled; bottled water, sports drink, orange juice ½ pint and pint. A minimum of four (4) selections of canned/bottled beverages must be "diet" or sugar free to meet the dietary requirements of the customers.
- **Confection and Snacks:** Chips: a minimum of eight (8) flavors/types, two (2) of which must be available in low fat or baked variety; pretzels; nuts; trail mix; popcorn; candy bars; a minimum of fifteen (15) nationally recognized brand items; hard candy, similar to Life Savers, Good and Plenty, Hot Tamales, minimum of eight (8) selections; gum; a minimum of five (5) selections, one (1) of which must be "sugar free"; breath mints: a minimum of five (5) selections, one (1) of which must be "sugar free"; Fresh Fruits.
- **Coffee Drinks:** Regular, Decaffeinated, and Specialty Hot Beverages.
- **Specialty Foods, Microwavable or Ready to Eat:** A minimum of eight (8) selection items; similar but not limited to: burritos, hot pockets, individual microwavable entrees, pizza, cheeseburger, twin chili dog, beef charbroil with barbeque sauce, grilled ham and cheese, Italian combo sandwich, Oriental style beef wrap, pastrami and cheese sandwich, pizza bread, bagel and cream cheese,

egg rolls, chicken sandwiches, pork sandwiches, sausage and biscuits, honey mustard chicken sandwiches, barbeque chicken sandwiches.

**SNACK BAR -
PREPACKAGED ITEMS NOT PREPARED ON PREMISES:**

- **Bakery:** Muffins, donuts, bagels, cakes, pies, pastries.
- **Cold Beverage:** Soda, canned/bottled; juices, canned/bottled; ice tea, canned/bottled; bottled water, sports drink, orange juice ½ pint and pint. A minimum of four (4) selections of canned/bottled beverages must be “diet” or sugar free to meet the dietary requirements of the customers.
- **Confection and Snacks:** Chips: a minimum of eight (8) flavors/types, two (2) of which must be available in low fat or baked variety; pretzels; nuts; trail mix; popcorn; candy bars; a minimum of fifteen (15) nationally recognized brand items; hard candy, similar to Life Savers, Good and Plenty, Hot Tamales, minimum of eight (8) selections; gum; a minimum of five (5) selections, one (1) of which must be “sugar free”; breath mints: a minimum of five (5) selections, one (1) of which must be “sugar free”; Fresh Fruits.
- **Dairy Products:** Milk homogenized, 1/3 pint; milk homogenized reduced fat, 2%, 1/3 pint; milk homogenized, 1/3 pint; yogurt, 6 oz. (3) flavors; cottage cheese, ½ pint.
- **Coffee Drinks:** Regular, Decaffeinated, and Specialty Hot Beverages.
- **Specialty Foods, Microwavable or Ready to Eat:** A minimum of eight (8) selection items; similar but not limited to: burritos, hot pockets, individual microwavable entrees, pizza, cheeseburger, twin chili dog, beef charbroil with barbeque sauce, grilled ham and cheese, Italian combo sandwich, Oriental style beef wrap, pastrami and cheese sandwich, pizza bread, bagel and cream cheese, egg rolls, chicken sandwiches, pork sandwiches, sausage and biscuits, honey mustard chicken sandwiches, barbeque chicken sandwiches.

ITEMS PREPARED ON PREMISES:

- **Specialty drinks:** Such as but not limited to, iced coffee/mocha and similar drinks; blended protein drinks.
- **Beverages, hot:** Coffee, a minimum of four (4) flavors per day; decaffeinated coffee; hot chocolate; Hot tea, a minimum of six (6) selections which should be from a nationally recognized brand/flavor; Cup sizes available for all hot beverages, excluding espresso type drinks, shall be 12 oz. and 16 oz.

- **Espresso and specialty coffee drinks:** Café Latte, single and double; cappuccino, single and double; café mocha, single and double; espresso, single and double; a minimum of four (4) flavored syrups for espresso/specialty drinks.
- **Confections and Snacks:** Popcorn; gelatin cups; pudding cups; carrot sticks; celery sticks; hard boiled eggs; string cheese; fresh baked cookies, a minimum of four (4) types, i.e., chocolate chip, peanut butter, oatmeal raisin, chocolate chip with walnuts, similar but not limited to Otis Spunkmeyer.
- **Sandwiches:** Bread, a minimum of four (4) types, including but not limited to: white, wheat, rye and sourdough; Cheese, including but not limited to American, Swiss, Jack and Cheddar; salad fillings for sandwiches: chicken, tuna and egg; Meats, a minimum of four (4) types, including but not limited to – roast beef, turkey, ham and pastrami. Fresh made deli sandwiches shall have a minimum of 4 oz. of meat and pre-packaged sandwiches shall have a minimum of 2.5 oz. of meat.

**COFFEE CART -
PREPACKAGED ITEMS NOT PREPARED ON PREMISES:**

- **Bakery:** Muffins, donuts, bagels, cakes, pies, pastries.

ITEMS PREPARED ON PREMISES:

- **Specialty drinks:** Such as but not limited to, iced coffee/mocha and similar drinks; blended protein drinks.
- **Beverages, hot:** Coffee, a minimum of four (4) flavors per day; decaffeinated coffee; hot chocolate; hot tea, a minimum of six (6) selections which should be from a nationally recognized brand/flavor; Cup sizes available for all hot beverages, excluding espresso type drinks, shall be 12 oz. and 16 oz.

Espresso and specialty coffee drinks: Café Latte, single and double; cappuccino, single and double; café mocha, single and double; espresso, single and double; a minimum of four (4) flavored syrups for espresso/specialty drinks.

ATTACHMENT D
LIST OF CONTRACTING AGENCY-OWNED EQUIPMENT

ATTACHMENT E VENDING MACHINE INVENTORY (coin operated only)	1. Region	2. Area Office	3. Field Office	4. Date
	N/A	N/A	N/A	N/A

5. Building Name and Address

Agency

6. Individual or Group Receiving Vending Machine Commissions (concessionaire, employee welfare group, blind, etc.)

N/A

7. Commission Rate	8. Annual Commissions Received	9. Annual Vending Machine Income	10. Vending Machine Commissions
N/A* %	N/A*	N/A*	N/A*

TYPE AND QUANTITY OF MACHINES

11. LOCATION OF MACHINES IN BUILDING	FROZEN FOOD	BOTTLE BEVERAGE	MILK	HOT BEVERAGES	CANDY / SNACK	COLD FOOD	CANNED SODA	CHANGE	MICROWAVE OVEN				TOTAL MACHINES
Total Vending Machines													

12. Remarks

Vending Machines are Business Enterprise Program owned and maintained. They are operated by the licensed vendor assigned to the BEP vending facility located at the aforementioned address

13. PREPARED BY:	14. JOB TITLE

ATTACHMENT F

NON-DISCRIMINATION CLAUSE (OCP-1)

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, religious creed, marital status, denial of family and medical care leave, national origin, medical condition (cancer/genetic characteristics), age (40 and above) disability (mental and physical) including HIV and AIDS, denial of pregnancy and disability leave or reasonable accommodation. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

ATTACHMENT G

MAINTENANCE AND CLEANING SCHEDULE

All cleaning and sanitation shall be done in accordance with the California Food Code and any other applicable codes or regulations. The following schedule and guidelines represent a minimum adherence standard.

The following items for maintenance cleaning are found in dining, serving, kitchen, preparation, and storage and vending machine areas. Areas or parts of the facility requiring special attention are identified separately. For example, the dining area has specific requirements for tables, chairs, and table bases, which are identified separately.

Vending Machines:

- Blind Vendors' and VMU Contractors' responsibility for maintenance and cleaning of vending machines shall include the area of the Court Facility within a 10 foot radius around the vending machine.
- Machine exteriors are to be cleaned and polished with appropriate cleaner regularly and as often as required to keep surfaces free of spots, film, spills and residue.
- Machine delivery trays are to be cleaned and wiped daily and as often as required to keep surfaces free of spots, film, spills and residue.
- A regular inspection of the area under and behind vending machines shall be made to insure that the area is free from waste paper and debris, and that compressor motors have adequate ventilation.
- A regular schedule for cleaning product trays and interior of snack and cold food machines will be necessary.

Snack Bar and Coffee Cart:

- Counters are to be thoroughly wiped after each break period and as often as required to keep counters free of spots, spills, residue, and refuse.
- Floors are to be swept at a minimum of twice daily and as often as required to keep floors free of refuse. Floors will be thoroughly mopped at a minimum of once daily and damp mopped as often as required to keep floors free of spills and residue.
- Food contact surfaces and utensils are to be clean to sight and touch and sanitized before use.
- General Equipment is to be wiped at a minimum of once daily and as often as required to keep equipment free of spots, spills, and residue.

- Refrigeration units are to have the bottoms and insides, including the door tracks, thoroughly cleaned a minimum of once weekly and as often as required to keep free of spills, residue, and buildup.
- Direct food dispensing equipment, including but not limited to hot dog machines, coffee equipment, soup kettles, meat slicers, and toasters, are to be cleaned in accordance with the California Retail Food Code on a daily basis and as often as required to keep equipment free of spots, film, spills, and residue.
- Glass surfaces are to be cleaned with appropriate cleaner at least once daily and as often as required to keep surfaces free of spots, film, spills, and residue.
- Trash cans are to be emptied daily and as often as required to keep refuse from spilling out of the cans. Cans are to be wiped daily and thoroughly cleaned weekly and as often as required to keep them free of spots, spills, residue, and odors.
- Walls are to be thoroughly cleaned monthly and to be spot cleaned as often as required to keep them free of spots and residue.
- Floor sinks are to be thoroughly cleaned weekly and wiped daily and as often as required to keep them free of stains, residue, and refuse.
- Storage shelving and cabinets are to be thoroughly wiped and cleaned monthly and as often as required to keep free of residue and buildup.
- Air supply and return vents are to be thoroughly cleaned quarterly.

ATTACHMENT H

BUSINESS OPERATIONS AND PRACTICES

- 1) “Public and Employee Relations” which shall include plans for:
 - a. Customer feedback
 - b. Public relations training for Vending Facility employees
 - c. Employee relations – company standards and policies
 - d. Refund policy, as provided in DOR’s Blind Vendor Operating Agreement with the Blind Vendor or VMU Contractor

- 2) “Merchandising” which shall include plans for:
 - a. A variety of merchandise in addition to the minimum standard set forth in Attachment “C”
 - b. Merchandise display(s)
 - c. Inventory control

- 3) “Staff Supervision” which shall include plans for:
 - a. Sufficient level of staffing for type of Vending Facility
 - b. Duty statements
 - c. Training and cross training of staff
 - d. Supervision of employees
 - e. Controlling employee turnover
 - f. Standards for performance and appearance of staff
 - g. Employee evaluations

- 4) “Financial Responsibility” which shall include plans for:
 - a. Accounting – a system to monitor the daily financial performance of the business, including the records required by BEP as identified in California Code of Regulations, title 9, Article 7.7.
 - b. Payroll
 - c. Inventory Control

- 5) “Sanitation and Safety” which shall include:
 - a. Compliance with the state injury prevention program as specified in Labor Code section 6401.7.
 - b. Compliance with food safety certification requirements as specified in Health and Safety Code section 113716.

- 6) “Vending Machine Requirements” which shall include:
 - a. Affixing to the exterior of each vending machine a statement of the BEP’s policy for refunds to customers of money lost in any vending machine, along with the name and contact information for the Blind Vendor or VMU Contractor, as required by California State Board of Equalization.

ATTACHMENT I

SUSTAINABLE FOOD SERVICE STANDARDS

The following categories describe Sustainable Food Services Standards as prescribed by the USGBC (US Green Building Council). Leadership in Energy and Environmental Design Operations and Maintenance Standards (LEED O&M) and enhancement options to be established and placed into performance for a sustainable food service program. Standard Requirements are mandatory. Enhancement Options are numbered and may be included in the service proposal at VENDOR option for enhanced consideration. VENDOR agrees to provide documentation in format acceptable to the AOC's Office of Court Construction and Management ("**AOC OCCM**") not to exceed once per quarter upon the request of AOC OCCM.

Sustainable Food Service Products

Standard Requirement:

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

Enhancement Option:

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

At least:

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

VENDOR shall provide the following documentation to AOC OCCM upon request:

- Monthly itemized log of the cost of ALL ongoing consumable purchases.
- Monthly itemized log of the cost, date of purchase, and quantity of COMPLIANT ongoing consumables.
- Manufacturer's cut sheets documenting sustainable characteristics of COMPLIANT ongoing consumable items.

2. Dish room service: VENDOR shall provide and maintain washable dishware, mugs, glasses and utensils for customers dining at the facility.

VENDOR shall provide the following documentation to AOC OCCM upon request:

- Documentation by site inspection.

Sustainable Food Purchasing

Standard Requirement:

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

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

VENDOR shall provide the following documentation to AOC OCCM upon request:

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

Enhancement Option:

3. For the purposes of Leadership in Energy and Environmental Design building certification (LEED O&M), VENDOR shall purchase at least 25% of total food/beverages that meet one or both of the following:

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

VENDOR shall provide the following documentation to AOC OCCM upon request:

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

Sustainable Food Service Operations

Standard Requirement:

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

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

VENDOR shall provide the following documentation to AOC OCCM upon request:

- Maintain monthly log of cleaning and janitorial supply purchases including item, cost, date of purchase, purchasing entity (supplier), quantity and criteria met (product cut sheet).
- Maintain monthly log of Integrated Pest Management Best Practices, including date/time, location, name, identified pest issue and action taken, i.e. pesticide application and associated notification of tenants.

Enhancement Options:

4. Source Reduction: Vendor shall audit pre-consumer food waste quarterly to identify trends in types of food waste and adjust purchasing levels accordingly.

VENDOR shall provide the following documentation to AOC OCCM upon request:

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

VENDOR shall provide the following documentation to AOC OCCM upon request:

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

VENDOR shall provide the following documentation to AOC OCCM upon request:

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