

RESOLUTION NO. 22-61

Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Enter Into A Professional Services Agreement With Kidango, Inc. In An Amount Not To Exceed \$88,000 For Fiscal Year To Provide Food Services At The Emeryville Child Development Center

WHEREAS, the City of Emeryville provides childcare services at the Emeryville Child Development Center ("Center"), located at 1220 53rd Street, Emeryville, California; and

WHEREAS, the City desires to provide a meal program for the children enrolled at the Center; and

WHEREAS, the Center is required to provide meals to all of the participants as part of the program offering and as a requirement for receiving funding from the State of California; and

WHEREAS, the City is reimbursed annually approximately \$23,000 to provide a healthy meal program under the Child and Adult Care Food Program (CACFP); and

WHEREAS, the Emeryville Community Services Department prepared an RFP and invited interested vendors to submit proposals; and

WHEREAS, Kidango, Inc. was the lowest responsible bidder received; now, therefore, be it

RESOLVED, that the City Council of the City of Emeryville hereby authorizes the City Manager to enter into a professional services agreement with Kidango, Inc. in an amount not to exceed \$88,000 for Fiscal Year 2022-23 to provide food service at the Emeryville Child Development Center.

Resolution No. 22-61
ECDC Food Program- Kidango PSA
City Council Meeting | June 7, 2022
Page 2 of 2

ADOPTED, by the City Council of the City of Emeryville at a regular meeting held Tuesday, June 7, 2022, by the following vote:

AYES:	<u>5</u>	Mayor Bauters, Vice Mayor Medina and Council Members Donahue, Martinez and Welch
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

DocuSigned by:

John Bauters

C7388B49E2C9458...

MAYOR

ATTEST:

DocuSigned by:

Sheri Hartz

F87D5D8EAD6A4BE...

CITY CLERK

APPROVED AS TO FORM:

DocuSigned by:

John Kennedy

2C934D82DB55467...

CITY ATTORNEY

Proposal

**Kidango Vended Meal Service for
City of Emeryville Child Development Center
CACFP Invitation for Bid and Contract 2022 - 2023**





Proposal Table of Contents

1. Cover Letter/ Narrative, including:
 - a. Business License
2. Attachment Checklist
3. Minimum Qualification
4. Proposal Questionnaire, including:
 - a. Financial Statements
 - b. Sample Menu
5. Respondent References
6. Fee Proposal
7. Authorization Agreement; including:
 - a. Certifications
 - i. Insurance Documentation
 - ii. Permit to Operate
 - iii. IFB Attachment III
 - iv. Certificate of Independent Price Determination, No Sanctions, and Drug Free Workplace
 - v. Scope of Services
 - vi. Contract Provisions and Specifications
 - vii. General Conditions
 - viii. Energy, Policy, and Conservation Act; Clear Air and Water certification
 - ix. Attachment B – Certification of Meal Requirements for Infants and Older Children



April 4, 2022

City of Emeryville Child Development Center
1220 53rd Street
Emeryville, CA 94608
Attention: Quera Owens
ECDC Manager

Dear Mrs. Owens,

Kidango, Inc. is pleased to present you with the enclosed proposal in response to City of Emeryville Child Development Center's Invitation for Bid Meal Delivery Services under the Child and Adult Care Food Program.

Should you have any questions regarding this proposal, please do not hesitate to contact me.

By signing this cover letter, I certify that the information contained in this proposal is accurate and that all attachments required to be submitted as part of the proposal are certified to be true and binding upon our company.

Thank you for your consideration.

Sincerely,

Noah Delos Santos
Director of Nutrition
ndelossantos@kidango.org
(925) 457-7072



Point of Contact

Noah Delos Santos, Director of Nutrition
44000 Old Warm Spring Blvd. Fremont, CA 94538
ndelossantos@kidango.org
(925) 457-7072

Narrative

Kidango Nutrition currently prepares over 6,000 meals each day, delivered to more than 50 of our own child development centers, and to over a dozen partner agencies and community facilities throughout the Bay Area. Since 2012, Kidango has supplied vended meals for preschool and infant/toddler programs to numerous clients, including YWCA of Contra Costa County, the City of Menlo Park, the Santa Clara County Office of Education, and YMCA of the East Bay.

Kidango provides family-style breakfast, lunch, and snacks for part- and full-day preschool, early care, Head Start, and school-age programs. All Kidango meals are tailored to the ages of the children. For infants, we provide formula and commercially prepared baby food.

Kidango adheres strictly to all CACFP regulations. All Kidango kitchen staff members possess the knowledge required to successfully produce CACFP-approved meals. Kidango policy dictates that all new staff members receive the required CACFP training prior to handling any food, and all key staff receive annual ongoing training through the CCFP Roundtable and National CACFP Sponsors Association conferences.

Meals are prepared fresh daily from our central kitchen. We strive to always provide meals that are both nutritious and delicious – making every bite count towards the growth of each child we serve.

To provide essential nutritional building blocks for every child, Kidango:

- Serves fresh fruit daily for at least one meal or snack.
- Incorporates whole grains into 80% of the menu (and follows the whole grain rich requirements of the CACFP).
- Uses fresh, local, and seasonal produce.
- Only serves frozen vegetables that are unpreserved, untreated, and flash frozen.



Kidango accommodates children with restricted diets such as food allergies, lactose intolerance, and vegetarian, and is a member of the Academy of Nutrition and Dietetics. Kidango nutritionists consult the Nutrition Care Manual for tailoring all special diets to be as similar to the posted menu as possible. We also take great care in limiting the risk of cross-contamination of allergens within the kitchen and have a dedicated space for the production of special meals.

The Kidango kitchen is open from 4:00am to 12:30pm, Monday through Friday. It is inspected annually by the Alameda County Department of Environmental Health. All production sheets, equipment maintenance records, and CACFP paperwork are produced and stored on-site. All kitchen staff possess either ServSafe Manager Certification or California Food Handler cards.

Kidango owns its own fleet of delivery vehicles, ensuring safe and reliable delivery. Routes are carefully calculated and tested prior to finalization.

Background

Founded in 1979, Kidango started with a single preschool site. Over the past 37 years, Kidango has grown to 52 centers, and provides nearly 4,000 Bay Area children with high quality preschool. Over 90% of the children served at Kidango sites are low-income, and without Kidango, would not have access to early learning opportunities.

In 1984, Kidango opened its first kitchen to ensure children served at Kidango would be exposed to healthy options of the highest possible quality. The Nutrition department's mission was, and still is, to help children develop positive relationships with food - impacting their experiences with food, and by extension, their health.

In 2012, Kidango began operating its vended meal program, providing CACFP-approved vended meals for multiple preschool and infant/toddler centers in the community.

As Kidango and the vended meal program grew, so did the requirements placed on the kitchen. The outdated equipment lacked the desired energy efficiency, and its cramped space prohibited Kidango from creating new partnerships.

To accommodate the growing vended meal program, and to maintain the high quality expected throughout all Kidango sites, the Board of Directors approved construction of a new kitchen. In September of 2015, Kidango officially opened the doors to its brand new, 4,200 square foot kitchen. This state-of-the-art space increased Kidango's kitchen capacity, boasts energy efficient appliances, and improved overall workflow for kitchen staff.



Kidango currently produces over 1,800 meals per day for its vended meal clients, and an additional 5,000 meals per day for its Kidango centers. Kidango's capacity for daily meals exceeds the 6,000 it is currently producing.

Viability

The combined number of breakfast, lunches, and snacks included in this proposal are:

- Breakfast: 64
- Lunch: 64
- Snack: 64

The addition of the meals listed above are well within Kidango's kitchen capacity, and would not require any additional staff members or vehicles to produce and deliver. Absorbing these meals into Kidango's current workflow will add approximate 2 hours of work, to be divided among production staff. After division of labor, the total gross production time added to the workflow is estimated to be less than 20 minutes. Kidango, and its kitchen, by extension, are in excellent financial standing with no risk of becoming insolvent. The enclosed financial statements include audited financials dating back to 2018 for comparison.

Menus

Menus will be provided one week prior to the end of each month. Kidango can accommodate most dietary restrictions and is always open to suggestions on improving menu choices. (See attached sample menu.)

Training and Support

Kidango will meet with ECDC staff prior to starting delivery to train them in receiving and serving meals.

Kidango also offers nutrition training (for staff, children and parents), assessment of meal counts, training on proper handling and serving of food, cleanliness, and other health, sanitation, and procedural matters. (Note: Site monitoring is required by CACFP regulations and must be done by the sponsoring agency.)



Delivery and Meal Service

Kidango packages hot foods in food grade polycarbonate containers and transports them in lightweight insulated containers. Meals will stay safe and hot for at least four hours. Cold foods are packaged in food safe USDA-approved transport containers.

Meals are delivered at a time determined by ECDC and Kidango. The delivery will contain lunch and snack for the same day and breakfast for the next day. Please allow some time for preparation (such as cutting fresh fruit, placing food in serving dishes, etc.) at your center.

Upon arrival, a Kidango driver will review the packing list/transport sheet with receiving ECDC staff, obtain signature of receipt, check the temperature of the meals, and answer any questions. After meal service, ECDC will rinse out the containers, and place them back in the transport boxes for pick up the next day.

Kidango will also provide each site with a full day's worth of shelf-stable and fully creditable CACFP backup meals in the event of a missed delivery due to unforeseen circumstances or an emergency. Your driver will periodically check the quantity and freshness of these items and replace as necessary.

Below is an example of an emergency meal kit.

- 29 oz bagged cereal
- 5 lbs jar sunflower butter
- 12 oz saltine cracker
- #10 canned fruit
- #10 canned corn
- 1 loaf of whole grain bread

Commitment to Service

Since beginning the vended meal program in 2012, only one client has discontinued with Kidango, which was when the YWCA of Contra Costa County decided to bring its nutrition program in-house. This decision was not the result of any negative experiences with Kidango.

Respondent References

YMCA of the East Bay
2009 10th Street
Berkeley, CA 94710
Contact: Shannon Edwards
Phone: (510) 848-9092

California Young World
1110 Fairwood Ave.
Sunnyvale, CA 94089
Contact Person: Catherine Boettcher
Phone: (408) 245-7285

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Contact Person: Natalya Jones
Phone: (650) 330-2262

BUSINESS TAX CERTIFICATE

The business named below has registered with the City of Fremont for Business Tax. The acceptance of the tax and the issuance of this Business Tax Certificate entitles the holder to operate a business in the City of Fremont. Acceptance of the tax and issuance of this Business Tax Certificate does not constitute evidence that such business is in compliance with zoning or other applicable regulations or laws.

Business Name: KIDANGO, INC.

Business Location: 44000 OLD WARM SPRINGS BLVD FREMONT, CA
94538-6145

Business Owner(s): SCOTT MOORE

KIDANGO, INC.
44000 OLD WARM SPRINGS BLVD
FREMONT, CA 94538-6145

CITY OF FREMONT

Revenue Division
39550 Liberty Street
Fremont, California 94538
(510) 494-4790

BUSINESS TAX ACCOUNT #: 035442

Taxpayer I.D. #: 94-2581686

Expiration Date: December 31, 2022

Description: CHILD CARE SERVICES

TO BE POSTED IN A CONSPICUOUS PLACE- NON TRANSFERABLE

KIDANGO, INC.
(A California Non-Profit Corporation)
STATEMENT OF FINANCIAL POSITION
JUNE 30, 2021
(WITH COMPARATIVE TOTALS FOR 2020)

	2021			Comparative
	Without Donor Restrictions	With Donor Restrictions	Total June 30, 2021	Total June 30, 2020
ASSETS				
CURRENT ASSETS				
Cash and cash equivalents	\$ 4,342,100	\$ 1,108,373	\$ 5,450,473	\$ 1,872,635
Short-term investments	6,425,824	-	6,425,824	5,322,743
Grants and contributions receivable, net	5,290,064	-	5,290,064	4,923,424
Accounts receivable, net of allowance of \$226,194 and \$213,018 respectively	271,799	-	271,799	186,347
Receivable from related entities	14,297	-	14,297	103,462
Prepaid expenses	365,682	-	365,682	436,717
Total current assets	16,709,766	1,108,373	17,818,139	12,845,328
NET PROPERTY, EQUIPMENT, AND LEASEHOLD IMPROVEMENTS	8,466,737	-	8,466,737	7,892,134
DEPOSITS	201,222	-	201,222	170,662
TOTAL ASSETS	\$ 25,377,725	\$ 1,108,373	\$ 26,486,098	\$ 20,908,124
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable and accrued expenses	\$ 3,078,428	\$ -	\$ 3,078,428	\$ 1,859,188
Accrued payroll and related liabilities	2,042,505	-	2,042,505	1,833,704
Current portion – mortgage payable	190,561	-	190,561	183,101
Current portion - capital lease	-	-	-	8,677
Line of Credit	2,000,000	-	2,000,000	-
Due to funder	440,179	-	440,179	253,638
CDE reserve	3,852,763	-	3,852,763	3,293,963
Total current liabilities	11,604,436	-	11,604,436	7,432,271
MORTGAGE PAYABLE	601,420	-	601,420	791,936
TOTAL LIABILITIES	12,205,856	-	12,205,856	8,224,207
NET ASSETS				
Without donor restrictions				
Undesignated	7,539,109	-	7,539,109	6,829,999
Designated by the Board - Equipment Fund	5,632,760	-	5,632,760	5,144,405
With donor restrictions	-	1,108,373	1,108,373	709,513
TOTAL NET ASSETS	13,171,869	1,108,373	14,280,242	12,683,917
TOTAL LIABILITIES AND NET ASSETS	\$ 25,377,725	\$ 1,108,373	\$ 26,486,098	\$ 20,908,124

See accompanying auditors' reports and notes to financial statements.

KIDANGO, INC.
(A California Non-Profit Corporation)
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS FOR 2020)

	2021			Comparative
	Without Donor Restrictions	With Donor Restrictions	Total June 30, 2021	Total June 30, 2020
REVENUES, GAINS, AND OTHER SUPPORT				
Grants and contracts	\$ 54,720,427	\$ 1,947,963	\$ 56,668,390	\$ 44,048,781
Donations and contributions	859,433	1,104,104	1,963,537	1,241,248
Inkind donations	-	-	-	28,500
Parent fees	1,097,555	-	1,097,555	1,880,715
Other earned income	698,251	-	698,251	931,111
Cash and investment income:				
Realized/unrealized gain in investments, net	1,137,793	-	1,137,793	132,422
Interest and dividends, net	142,403	-	142,403	134,544
Contract settlements	(556,083)	-	(556,083)	-
Other income	229,427	-	229,427	-
Net assets released from donor restrictions	2,653,207	(2,653,207)	-	-
Total revenues, gains, and other support	60,982,413	398,860	61,381,273	48,397,321
EXPENSES				
Operating programs:				
California Department of Education programs	37,997,191	-	37,997,191	32,925,681
School district grants program	3,265,258	-	3,265,258	3,752,222
Subsidiary programs	1,106,075	-	1,106,075	1,047,924
Mental health and development services	2,960,273	-	2,960,273	3,475,172
Voucher programs	256,109	-	256,109	348,922
Head Start support services program	11,786,638	-	11,786,638	3,989,889
Other programs	2,444,922	-	2,444,922	1,349,935
General and Administration:				
Unrestricted and building fund general	185,251	-	185,251	991,069
Total expenses	60,001,717	-	60,001,717	47,880,814
CHANGE IN NET ASSETS BEFORE NONOPERATING CHANGES	980,696	398,860	1,379,556	516,507
NON-OPERATING REVENUE (EXPENSES)				
(Loss) gain on disposal of assets	6,537	-	6,537	12,896
Depreciation expense and amortization	(278,124)	-	(278,124)	(280,738)
Additions/deletions to equipment fund:				
Additions to equipment fund	1,002,814	-	1,002,814	450,827
Deletions to equipment fund	(514,458)	-	(514,458)	(538,626)
Total non-operating (expenses) revenue	216,769	-	216,769	(355,641)
CHANGE IN NET ASSETS	1,197,465	398,860	1,596,325	160,866
NET ASSETS, beginning of year	11,974,404	709,513	12,683,917	12,523,051
NET ASSETS, end of year	\$ 13,171,869	\$ 1,108,373	\$ 14,280,242	\$ 12,683,917

See accompanying auditors' reports and notes to financial statements.

KIDANGO, INC.
(A California Non-Profit Corporation)
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2021
(WITH COMPARATIVE TOTALS FOR 2020)

	2021			Comparative
	Without Donor Restrictions	With Donor Restrictions	Total June 30, 2021	Total June 30, 2020
CASH FLOWS FROM OPERATING ACTIVITIES				
Change in net assets	\$ 1,197,465	\$ 398,860	\$ 1,596,325	\$ 160,866
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:				
Contribution of Property and Equipment	(370,000)	-	(370,000)	-
Depreciation expense and amortization	278,124	-	278,124	280,738
Depreciation/Deletions to equipment fund	514,458	-	514,458	538,626
Net realized/unrealized gain on investments	(1,137,793)	-	(1,137,793)	(217,010)
Change in allowance for accounts receivable	13,176	-	13,176	21,868
Loss (gain) on disposal of assets	(6,537)	-	(6,537)	(12,896)
Change in assets and liabilities:				
Accounts receivable, net of allowance	(98,628)	-	(98,628)	(83,997)
Grants and contributions receivable, net	(366,640)	-	(366,640)	595,789
Receivable from related entities	89,165	-	89,165	79,653
Prepaid expenses	71,035	-	71,035	(150,737)
Deposits	(30,560)	-	(30,560)	(24,777)
Accounts payable and accrued expenses	1,219,240	-	1,219,240	123,254
Accrued payroll and related liabilities	208,801	-	208,801	-
Due to funder	186,541	-	186,541	84,836
CDE reserve	558,800	-	558,800	(436,130)
Net cash (used in) provided by operating activities	<u>2,326,647</u>	<u>398,860</u>	<u>2,725,507</u>	<u>960,083</u>
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchases of equipment and improvements	(364,371)		(364,371)	(5,899)
Purchases/Additions to equipment fund, net of donation	(632,814)		(632,814)	(450,827)
Proceeds on disposal of assets	6,537		6,537	12,896
Purchases and sales of investments, net of fees	<u>34,712</u>		<u>34,712</u>	<u>(1,021,655)</u>
Net cash (used in) provided by investing activities	<u>(955,936)</u>	<u>-</u>	<u>(955,936)</u>	<u>(1,465,485)</u>
CASH FLOWS FROM FINANCING ACTIVITIES				
Proceeds received on line of credit	3,100,000		3,100,000	-
Payments on Line of Credit, net of \$0 in interest	(1,100,000)		(1,100,000)	-
Payments on mortgage, net of \$35,690 in interest	(183,056)		(183,056)	(175,779)
Payments on capital lease, net of \$395 in interest	<u>(8,677)</u>		<u>(8,677)</u>	<u>(11,787)</u>
Net cash used in financing activities	<u>1,808,267</u>	<u>-</u>	<u>1,808,267</u>	<u>(187,566)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	<u>3,178,978</u>	<u>398,860</u>	<u>3,577,838</u>	<u>(692,968)</u>
CASH AND CASH EQUIVALENTS, beginning of year	<u>1,163,122</u>	<u>709,513</u>	<u>1,872,635</u>	<u>2,565,603</u>
CASH AND CASH EQUIVALENTS, end of year	<u>\$ 4,342,100</u>	<u>\$ 1,108,373</u>	<u>\$ 5,450,473</u>	<u>\$ 1,872,635</u>
Supplemental cash flow information:				
Cash paid for interest	<u>\$ 36,085</u>	<u>\$ -</u>	<u>\$ 36,085</u>	<u>\$ 44,778</u>
InKind Goods and Services Received in lieu of Cash	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 28,500</u>

See accompanying auditors' reports and notes to financial statements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/16/2021

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 have ADDITIONAL INSURED provisions or 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 Bolton & Company 3475 E. Foothill Blvd., Suite 100 Pasadena, CA 91107 www.boltonco.com 0008309	CONTACT NAME: PHONE (A/C, No, Ext): (626) 799-7000 FAX (A/C, No): (626) 583-2117 E-MAIL: ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Alliance of Nonprofits for Insurance RRG</td> <td>10023</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Alliance of Nonprofits for Insurance RRG	10023	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 62927889**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"/> Sexual Abuse & Molestation* *Occ/Aggr Limit at \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	✓		202011445-NPO	10/1/2020	10/1/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Social Ser Professional \$1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Vended Meal Agreement

Certificate holder is named as additional insured per blanket form blanket form CG2026 attached.

CERTIFICATE HOLDER**CANCELLATION**
 Oakland State Building Kids Corporation
 1515 Clay Street, Suite SUITE 146,
 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

Mary Ann Sun

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Alameda County Department of Environmental Health

1131 Harbor Bay Parkway - Alameda, CA 94502 - (510) 567-6700

PERMIT TO OPERATE

Mail To

KIDANGO
Re: KIDANGO
Attn: NOELLE PAYOMO
44000 OLD WARM SPRINGS BLVD
FREMONT, CA 94538

Facility Name

KIDANGO
44000 OLD WARM SPRINGS BLVD
FREMONT, CA 94538

Permit Expires: 9/17/2022

Facility Owner Name KIDANGO

Facility ID FA0322758

Valid Dates **9/18/2021 - 9/17/2022**

Census Tract 415.03

Date Printed 09/09/2021

Program Description

2031 CATERING KITCHEN AND/OR COMMERCIAL KITCHEN

Permit Number

PT0317086

By Authority of:

Ronald Browder, Director of ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH

Permit to Operate is NOT TRANSFERABLE, NOT REFUNDABLE OR NOT SUBJECT TO PRORATION

Permit may be revoked or suspended for:

- Non - payments of fees
- Violations of the California Health and Safety Codes
- Imminent health hazards

THIS PERMIT MUST BE DISPLAYED CONSPICUOUSLY AT THE PERMITTED FACILITY

View Restaurant Inspection results at <http://ehgone.acgov.org/inspection/results/>
THIS PERMIT IS THE PROPERTY OF THE ALAMEDA COUNTY DEPARTMENT OF ENVIRONMENTAL HEALTH AND SHALL NOT BE COPIED OR ALTERED IN ANY WAY





3-Week Cycle Menu, February- May 2022

		Monday	Tuesday	Wednesday	Thursday	Friday
1	B	Toasted O's cereal, fresh fruit, milk	WG pancake, pears (C), milk	Corn flakes cereal, applesauce, milk	Yogurt, peaches (C), milk	WW Toast, fresh fruit, milk
	L	Mac and Cheese American cheese, WG elbow macaroni, garden salad, fresh fruit, milk	Chicken Sandwich WG Chicken patty, coleslaw, hamburger bun, fresh fruit, milk Veg: Veggie Patty	Minestrone Soup Beans, diced tomato, oyster crackers, fresh fruit, milk	Chicken Fajita Chicken thigh, WG corn tortilla, bell peppers, fresh fruit, milk Veg: Bean Fajita	Breakfast Sandwich Sliced cheese, egg patty, WG English muffin, sweet potato tots, fresh fruit, milk
	S	Egg Bites, milk	Animal crackers, milk	WG Goldfish crackers, milk	Fresh fruit, milk	WG Cinnamon graham crackers, milk
2	B	Crispy rice cereal, fresh fruit, milk	WG Cinnamon raisin bagel, pears (C), milk	Toasted O's cereal, peaches (C), milk	WG French toast, fresh fruit, milk	WG Kix cereal, applesauce, milk
	L	Lentil Chili Lentil Chili, WG roll, spinach, fresh fruit, milk	Chicken Tenders w/ Marinara WG Breaded chicken tenders w/ homemade marinara, fresh fruit, milk Veg: Chickenless Nugget	Sloppy Joes Ground turkey, WG slider, coleslaw, fresh fruit, milk Veg: Vegetarian Sloppy Joe	Cheese Quesadilla WG Cheese Quesadilla, corn, fresh fruits, milk	BBQ Chicken Wrap Diced chicken, lavash, iceberg lettuce, fresh fruit, milk Veg: BBQ Chickenless Wrap
	S	Graham crackers, milk	Fresh fruit, milk	Crackers, cheese cube, water	Pita bread w/hummus, milk	Baby carrots, milk
3	B	WG Oatmeal, peaches (C), milk	WG Biscuit, pears (C), milk	Crispy rice cereal, fresh fruit, milk	WG Waffle, fresh fruit, milk	WG Rice Chex, applesauce, milk
	L	Spaghetti with Meat Sauce Ground turkey and tomato (V) ragu over WG spaghetti, fresh fruit, milk Veg: Cheesy Spaghetti	Chicken Adobo Chicken thigh, rice, cucumbers, fresh fruit, milk Veg: Chickenless Adobo	Vegetarian Tostada Refried beans, shredded lettuce (V), WG tostada/ corn tortilla(T), fresh fruit, milk	Chicken Shawarma Chicken thighs, pita, cucumbers, fresh fruit, milk Veg: Veggie strip shawarma	Cheese Sandwich Sliced cheese, WW Bread, celery sticks/baby carrot(T), fresh fruit, milk
	S	WG Goldfish crackers, milk	Yogurt, corn flakes cereal, water	Crackers, milk	Fresh fruit, milk	WG Banana Bread, milk
KEY:		OVENS	TILTS	COLD	B = breakfast, L = lunch, S = snack, WW = whole wheat, WG = whole grain, T = toddler, C = canned, Veg: vegetarian	

Emeryville Child Development Center - Price Breakdown

	Kidango Unit Costs	2021 USDA Commodity Rate (Lunch Only)	Mileage Surcharge per Meal Equivalent (D below)	2022 - 2023 Pricing
Breakfast	\$1.80	-	\$0.03	\$1.83
Lunch	\$3.30	\$0.26	\$0.05	\$3.60
Snack	\$0.91	-	\$0.02	\$0.92

Mileage Surcharge Explanation	
A. 2022 IRS Standard Mileage Rates for Business:	\$0.585
B. Miles Roundtrip (average)	10
C. Daily Meal Equivalents (ME):	127.36
D. Total Mileage Surcharge per ME (A x B ÷ C)	\$0.05
Breakdown of Mileage Surcharge Per Meal:	
Breakfast = 0.66 ME: 0.66 x D	\$0.03
Lunch = 1 ME: equal to D	\$0.05
Snack = 0.33 ME: 0.33 x D	\$0.02

USDA Commodity Rate Explanation
USDA Commodity = Cash-In-Lieu value
2022 Commodity Value is \$0.26
USDA Value of Donated Foods

Meal Equivalents (ME) Explanation:
Breakfast is 0.66 ME
Lunch is 1.00 ME
Snack is 0.33 ME

City of Emeryville Child Development Center Meal Equivalent (ME) Projections 2022-2023							
	Breakfast	Lunch	Snack	Daily ME	Operating Days	Monthly ME	Est. Payments 2022-2023
City of Emeryville Child Development Center - 1220 53rd St	64	64	64	127.36	247	31457.92	\$100,380.80
Totals:	64	64	64	127.36	247	31457.92	\$100,380.80

Emeryville Child Development Center - Price Breakdown


Unit Price Schedule 2022-2023				
Meal Type	Estimated Servings per Day	Estimated Number of Serving Days	Unit Price	Total Cost
Breakfast	64	247	\$1.83	\$28,928.64
Lunch	64	247	\$3.60	\$56,908.80
P.M. Snack	64	247	\$0.92	\$14,543.36
Total:				\$100,380.80

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ATTACHMENT III

INVITATION FOR BID AND CONTRACT (DELIVERY)

ISSUED BY (AGENCY):			
NAME CITY OF EMERYVILLE CHILD DEVELOPMENT CENTER		ADDRESS 1220 53 RD STREET	
CITY EMERYVILLE	STATE CA	ZIP CODE 94608	PHONE NUMBER (510)596-4367
BID OPENING:			
DATE April 5, 2022	TIME	LOCATION 1220 53 RD Street Emeryville	ISSUE DATE March 2022
BID			
This document contains an IFB for the furnishing of meals (unitized if applicable) to be served to participants of the CACFP established by the USDA (7 CFR, Part 226) and sets forth the terms and conditions applicable to the proposed procurement.			
NAME OF VENDOR KIDANGO, INC.		FEDERAL ID NUMBER 94-2581686	
STREET ADDRESS 44000 OLD WARM SPRING BLVD.		PHONE NUMBER (510) 897-6900	
CITY FREMONT	STATE CA	ZIP CODE 94538	
TOTAL ESTIMATED AMOUNT OF BID \$100,466.89	Prompt Payment Discount: Percent (%) for payment within days.		
By submission of this proposal, the Vendor certifies that, in the event they receive an award under this solicitation, they shall operate in accordance with all applicable, current CACFP regulations.			
SIGNATURE OF AUTHORIZED REPRESENTATIVE OF VENDOR 		TITLE DIRECTOR OF NUTRITION	DATE 4/4/2022
ACCEPTANCE			
Accepting a bid does not constitute acceptance of the contract. Upon acceptance by the Agency and review and approval by the CDE, the bid documents shall constitute the covenants, conditions, agreements, and stipulations of the contract between the Vendor making the proposal and the Agency named above.			
CONTRACT NUMBER	AGENCY NAME		DATE
SIGNATURE OF AGENCY REPRESENTATIVE			
PROCUREMENT METHOD: (Check One)			
Sealed Bids (IFB) <input type="checkbox"/> Competitive Proposals (Request for Proposal) <input type="checkbox"/> Noncompetitive Negotiation <input type="checkbox"/>			
FOR CDE USE ONLY			
This contract was reviewed for compliance per 7 CFR, Part 226, by:			
SIGNATURE			DATE

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SECTION B

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION, NO SANCTIONS, AND DRUG-FREE WORKPLACE

BY SUBMISSION OF THIS BID, THE BIDDER CERTIFIES AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATIONS, THAT IN CONNECTION WITH THIS PROCUREMENT:

INDEPENDENT PRICE DETERMINATION

1. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any person or firm to submit or not to submit a bid for the purpose of restricting competition.

DEBARMENT AND SUSPENSION

Entities are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 *CFR*, Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.
5. Where the prospective food vendor is unable to certify to any of the statements in this certification, such prospective food vendor shall attach an explanation to this proposal.

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DRUG FREE WORKPLACE

The bidder certifies that it will continue to provide a drug-free workplace as required by the State Drug-Free Workplace Act of 1990 (*California Government Code*, Section 8350 et. Seq.) and the Federal Drug-Free Workplace Act of 1988, and implemented at Title 34, *Code of Federal Regulations* (34 *CFR*), Part 85, Subpart F, for grantees, as defined at 34 *CFR*, Part 85, sections 85.605 and 85.610.

THE PERSON SIGNING THE BID DOCUMENTS CERTIFIES:

1. The bidder is the person in the bidder's organization responsible within that organization for the decision as to the prices being offered herein or that the bidder has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to the above Independent Price Determination sections (1) through (3).
2. The bidder has not participated, and will not participate, in any action contrary to (1) through (3) above Independent Price Determination sections (1) through (3).

AND, AS THEIR AGENT, DOES HEREBY CERTIFY:

SIGNATURE OF AUTHORIZED AGENT (VENDOR) 	TITLE Director of Nutrition	DATE 4/4/2022
PRINTED NAME OF AUTHORIZED AGENT (VENDOR) Noah Delos Santos	VENDOR'S LEGAL BUSINESS NAME Kidango, Inc.	
In accepting this bid, the Agency certifies that the Agency's officers, employees, or agents have not taken any action that may have jeopardized the independence of the bid referred to above.		
SIGNATURE OF AUTHORIZED AGENCY REPRESENTATIVE	TITLE	DATE

ACCEPTING A BID DOES NOT CONSTITUTE ACCEPTANCE OF THE CONTRACT

NOTE: Authorized representatives of both the Agency and bidder must execute this or a similar certificate of Independent Price Determination.

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SECTION D

SCOPE OF SERVICES

1. The agency shall provide the Vendor with a list of approved serving locations to be furnished meals by the Vendor and the number of meals, by type, to be delivered to each location (Schedule A).
2. The Vendor agrees to deliver **unitized** or **bulk**¹ meals bulk² of milk to locations set in the Schedule A, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.
3. All meals furnished for the program under this contract must meet or exceed USDA requirements set out in Schedule B, attached hereto and made a part hereof. All yields of cooked and uncooked products shall conform to yields identified in the USDA's Food Buying Guide.
4. The meals served under contract shall conform to the cycle menus upon which the contract was based, and to menu changes agreed upon by the Agency and Vendor.
5. The Vendor agrees to furnish meals for the program in accordance with the menu cycle that appears in Schedule C, attached hereto and made a part hereof.
6. The Vendor shall furnish meals for the program as ordered by the Agency during the period of July 1, 2022³ to June 30, 2023³.
7. The Vendor shall furnish meals for the program as ordered by the Agency 5⁴ days a week.

¹ Delete nonapplicable meal service type.

² Insert **inclusive** or **exclusive** as applicable.

³ Agency shall insert contract commencement date and expiration date (cannot exceed one year).

⁴ Agency shall insert appropriate number of serving days.

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SECTION E

UNIT PRICE SCHEDULE AND INSTRUCTIONS

Unit Price Schedule

Bidders are to submit prices on the following meal types meeting the contract specifications set forth in Schedules B and C for meals to be delivered to all of the centers stated in **Schedule A**. (See the example on the next page.)

A. Meal Type ¹	B. Estimated Servings Per Day ²	C. Estimated Number of Serving Days ³	D. Unit Price ⁴	E. Total Price ⁵
Breakfast	64	247	\$1.83	\$28,928.64
A.M. Snack				
Lunch	64	247	\$3.60	\$56,908.80
Snack	64	247	\$0.92	\$14,543.36
Supper				
Evening Snack				

Bidders shall submit their bids on an **all or none** basis. Except as otherwise provided in this solicitation, if a contract is awarded as a result of this solicitation, it will bind the Agency during the term of the contract, secure all of the identified meals from the successful bidder, and such contract shall bind the bidder/Vendor to perform all such work ordered by the Agency at prices specified in the contract. Award will be made to a single responsive and responsible bidder on the basis of the lowest aggregate cost to the Agency. Evaluation of prices will be on the basis of the estimated requirements set forth herein.

In the event of any inconsistencies or errors, the unit price (D) shall take precedence.

Instructions for completion of the Unit Price Schedule: (See the example on the next page.)

¹ The Agency shall indicate which meal types the Vendor will be providing meals during the contract period (strike-out extraneous meal types in Column A). If unitized meals will be required, the Agency must indicate so by placing **unitized meal** in parenthesis after the meal type.

²The Agency shall fill in the estimated number of meals that will be served each day (Column B) by meal type during the contract period.

³The Agency shall fill in the number of anticipated operating days that meals will be served (Column C) during the contact period.

⁴The bidder shall insert the appropriate unit price (Column D) for each meal type indicated by the Agency.

⁵The bidder shall calculate the total price (Column E) by multiplying B x C x D.

SECTION F**CONTRACT PROVISIONS AND SPECIFICATIONS****1. Requirements Contract**

- (a) This is a requirements contract for services specified in the sections and schedules and for the period set forth herein. The quantities of such services specified herein are estimates only and are not purchased hereby. Except as may be otherwise provided herein, in the event the Agency's requirements for services set forth in the sections and schedules do not result in orders in the amounts or quantities described as **estimated** in the sections and schedules, such event shall not constitute the basis for an equitable price adjustment under this contract.
- (b) The Agency shall not be required to purchase from the Vendor requirements in excess of the limit on total orders under this contract, if any.
- (c) The Agency may issue orders that provide for delivery or performance at multiple destinations.
- (d) The Agency shall not be obligated to place any minimum dollar amount of orders under this contract or any minimum number of orders. The utilization of the Vendor for services specified in the sections and schedules will be dependent upon the needs and requirements of the Agency.
- (e) Regulatory or guidance changes prescribed by the USDA or CDE, during the duration of this contract, shall be considered a basis for renegotiation with prior approval and agreement from CDE, of the terms and conditions of the contract between the Agency and the Vendor. Authority for such renegotiation must be requested from CDE, in writing by the Agency, prior to the commencement of any such renegotiation.

2. Pricing

Pricing shall be on the numbers described in **Section E, Unit Price Schedule**. All bidders must submit bids on the same menu cycle provided by the Agency. Bid prices must include the price of food, milk (if applicable), packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.) that are essential to the content of the food service.

3. Evaluation of Bidders

Each bidder will be evaluated on the following factors:

- (a) Financial capability to perform a contract of the scope required.
- (b) Adequacy of plant facilities for food preparation, with approved licensing certification that facilities meet all applicable state and local health, safety, and sanitation standards.
- (c) Previous experience performing services similar in nature and scope.
- (d) Other factors such as transportation capability, sanitation, and packaging.

Bidders that do not satisfactorily meet the above criteria may be rejected as unresponsive and not be considered for an award.

SECTION F, PAGE 2**4. Unit Prices**

The unit prices of each meal type that the bidder agrees to furnish must be written in ink or typed in the blank space provided in **Section E, Unit Price Schedule**, including proper packaging as required in the specifications, and the costs of delivery to the designated sites. Unit prices shall include taxes; but, any charges or taxes that are required to be paid under future laws must be paid by the bidder at no additional charge to the Agency.

5. Meal Orders

The Agency will order meals on Wednesday¹ of the week preceding the week of delivery; orders will be placed for the total number of days in the succeeding week and include breakdown totals for each center and type of meal. The Agency reserves the right to increase or decrease the number of meals ordered on a 24² hour notice (or less if mutually agreed upon between the parties to this contract).

6. Menu-cycle Change Procedure

Meals shall be delivered on a daily basis in accordance with the menu cycle which appears in **Schedule C**. Deviation from this menu cycle shall be permitted only upon authorization of the Agency. When an emergency situation prevents the Vendor from delivering a specified meal component, the Vendor shall notify the Agency immediately so substitutions can be agreed upon. The Agency reserves the right to periodically suggest menu changes that are within the Vendor's food cost.

7. Noncompliance

The Agency reserves the right to inspect and determine the quality of food delivered and reject any meals that do not comply with the requirements and specifications of the contract. The Vendor shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the specifications. The Agency reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Vendor shall be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Agency or Agency representative inspecting shall notify the Vendor in writing as to the number of meals rejected and the reasons for rejection.

8. Title III C Assurance

The Vendor assures the Agency that no Title III C funds will be applied to the cost of the meals furnished for the program under this contract.

¹ Indicate the day of the week orders will be placed for the next week.

² Time frame should be no longer than 24 hours.

SECTION F, PAGE 3**9. Specifications****(a) Packaging**

- (1) Hot meal unit packaging shall be suitable for maintaining meals in accordance with local health standards. Container and overlay should have an airtight closure, be of nontoxic material, and be capable of withstanding temperatures of 400° Fahrenheit (204° Celsius) or higher.
- (2) Cold meal unit or unnecessary to heat container and overlay shall be plastic or paper and nontoxic.
- (3) Cartons—each carton shall be labeled and the label shall include:
 - A. The processor's (plant) name and address
 - B. Item identity and meal type
 - C. Date of production
 - D. Quantity of individual units per carton
- (4) Meals shall be delivered with the following nonfood items: condiments, straws, napkins, single service ware, etc.³

(b) Food Preparation

Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours prior to delivery.

(c) Food Specifications

Bids are to be submitted on the menu cycle included as **Schedule C** and shall include, at a minimum, the portions specified by the USDA for each meal, which are included in Schedule B of this IFB.

All meat and meat products, except sausage products, shall have been slaughtered, processed, and manufactured in plants inspected under a USDA-approved inspection program and bear the appropriate seal. Upon delivery, all meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration.

(d) Product Specifications

Milk and milk products are defined as "...fluid types of pasteurized flavored or unflavored whole milk or low fat milk, or skim milk or cultured buttermilk, which meets state and local standards for such milk..." Milk delivered hereunder shall conform to these specifications. Note: Only low-fat (1 percent) or nonfat milk can be served to individuals two years and older.

³ The Agency shall insert or delete nonfood items that are necessary for the meal to be eaten.

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SECTION G

GENERAL CONDITIONS

1. Delivery Requirements

- (a) Deliveries shall be made by the Vendor to each center listed on the attached **Schedule A** in accordance with the order from the Agency.
- (b) Meals shall be delivered, unloaded, and placed in the designated center daily by the Vendor's personnel at each of the locations and times listed on the **Schedule A**.
- (c) The Vendor shall be responsible for the delivery of all meals and dairy products at the specified time. Adequate refrigeration or heating shall be provided during the transportation and delivery of all food to insure the wholesomeness of food at delivery in accordance with state or local health codes.
- (d) The Agency reserves the right to add or delete centers. This shall be done by amendment of the **Schedule A**. The Agency shall notify the Vendor of such amendments to the **Schedule A** not less than one week prior to the required date of service. Any changes in transportation costs that occur as a result of adding or deleting centers shall be negotiated and noted in the modification. The Vendor's invoice shall show the cost as a separate item for that center.

2. Supervision and Inspection

The Vendor shall provide management supervision at all times and maintain constant quality control inspections to check for portion size, appearance, and packaging, in addition to the quality of products.

3. Record Keeping

- (a) Transport records must be prepared by the Vendor—one for the Vendor, one for center personnel, and one for the Agency. Transport records must be itemized to show the number of meals of each type delivered to each center. Designees of the Agency at each center will check the adequacy of the delivery and the meals before signing the delivery ticket. Invoices shall be accepted by the Agency only if they accurately represent the transport records signed by the Agency's designee at the center.
- (b) The Vendor shall maintain records supported by transport records, purchase orders, and production records for this contract or other evidence for inspection and reference to support payments and claims.
- (c) The books and records of the Vendor pertaining to this contract shall be available for a period of three years from the date the Agency submits to CDE the final claim for reimbursement for meals provided under this contract, or until the final resolution of any audits for inspection and audit by representatives of the CDE, the USDA, the Agency, and the Comptroller General of the United States at any reasonable time and place.

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SECTION G, PAGE 2

4. Method of Payment

The Vendor shall submit itemized invoices to the Agency monthly.¹ Each invoice shall give a detailed breakdown of the number of meals delivered and signed for at each center during the preceding month.² Payment will be made at the unit price specified in the contract. No payment shall be made unless the required delivery receipts have been signed by the center representative of the Agency.

5. Inspection of Facility

- (a) The Agency, the CDE, and the USDA reserve the right to inspect the Vendor's preparation facilities prior to award and without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
- (b) The Vendor's facilities shall be subject to periodic inspections by the USDA, state, and local health departments, or any other Agency designated to inspect meal quality for the state. This will be accomplished in accordance with USDA regulations.
- (c) The Vendor shall provide for meals which it prepares to be periodically inspected by the local health department or an independent Agency to determine bacteria levels in the meals being prepared, transported, and delivered. Such levels shall conform to the standards which are applied by the local health authority with respect to the level of bacteria which may be present in meals served by other establishments in the locality.

6. Insurance³

7. Availability of Funds

The Agency shall have the option to cancel this contract if the federal government withdraws funds to support the CACFP. It is further understood that, in the event of cancellation of the contract, the Agency shall be responsible for meals that have already been assembled or delivered in accordance with this contract.

8. Number of Meals and Delivery Times

The Vendor must provide the exact number of meals ordered. Counts of meals will be made at all centers before meals are accepted. Damaged or incomplete meals shall not be included when the number of delivered meals is determined.

¹Insert weekly, biweekly, or monthly as applicable.

²Insert week, two weeks, or month to correspond to the previous footnote.

³Agencies may insert their own insurance or bonding requirements or specifications as applicable.

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SECTION G, PAGE 3

9. Emergencies

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the Agency of the following: (a) the impossibility of on-time delivery, (b) the circumstance(s) precluding delivery, and (c) a statement of whether or not succeeding deliveries will be affected. No payments will be made for deliveries made later than 2⁴ hour(s) after specified mealtime. Emergency circumstances at the center precluding utilization of meals are the concern of the Agency. The Agency may cancel orders provided it gives the Vendor at least 48⁵ hours' notice. Adjustments for emergency situations affecting the Vendor's ability to deliver meals or the Agency's ability to utilize meals for periods longer than 24 hours will be mutually worked out between the Vendor and the Agency.

10. Termination

- (a) The Agency reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Agency shall notify the Vendor of specific instances of noncompliance in writing. In instances where the Vendor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the Agency shall have the right upon written notice to immediately terminate the contract and the Vendor shall be liable for any damages incurred by the Agency. The Agency shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The Agency shall by written notice to the Vendor terminate the right of the Vendor to proceed under this contract if it is found by the Agency that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Vendor to any officer or employee of the Agency, with a view toward securing the contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Agency makes such findings shall be an issue and may be reviewed in any competent court.
- (c) In the event this contract is terminated as provided in paragraph (b) hereof, the Agency shall be entitled (i) to pursue the same remedies against the Vendor as it could pursue in the event of a breach of the contract by the Vendor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than 10 times the cost incurred by the Vendor in providing any such gratuities to any such officer or employee.
- (d) The contract may be terminated for convenience by either party by written notification provided to the other party at least 60 days prior to the date of proposed termination.
- (e) The rights and remedies of the agencies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. Subcontracts and Assignments

The Vendor shall not subcontract with any other Vendor for the meal or for the assembly of the meal; and shall not assign, without the advance written consent of the Agency, this contract or any interest therein. In the event of any assignment, the Vendor shall remain liable to the Agency as principal for the performance of all the Vendor's obligations under this contract.

⁴ Time frame should be no longer than two hours.

⁵ Time frame should be no longer than 48 hours.

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SECTION G, PAGE 4

12. Equal Opportunity

The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (Title 41, *Code of Federal Regulations*, Chapter 60).

During the performance of this contract, the Vendor agrees as follows:

- (a) The Vendor will not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, or sex.

The Vendor will take affirmative action to ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Vendors and subVendors shall comply with the provisions of the Fair Employment and Housing Act (California *Government Code*, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California *Administrative Code*, Title 2, Section 7285.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing *Government Code*, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California *Administrative Code* are incorporated into this contract by reference and made a part hereof as if set forth in full. The Vendor and the Vendor's subVendors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- (b) The Vendor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (c) In the event of the Vendor's noncompliance with the equal opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Vendor may be declared ineligible for further state or federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

California Department of Education
Nutrition Services Division

Child and Adult Care Food Program
CACFP 19 (REV. 02/2018)
Invitation for Bid (Delivery)

SECTION H

GENERAL PROVISIONS FOR CONTRACTS EXCEEDING \$250,000

PER 7 *CFR*, PART 226.22(L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 *UNITED STATES CODE (USC)* 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 *USC* 1368], EXECUTIVE ORDER 11738, AND U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS [TITLE 40, *CODE OF FEDERAL REGULATIONS*, (40 *CFR*) PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$250,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$250,000.

Clean Air and Water

The Vendor agrees as follows:

1. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 *USC* 1857, et seq., as amended by Public Law 91-604), and all requirements adopted pursuant to Division 26 of the California *Health and Safety Code*, Section 39000, et seq., respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements so specified, and all regulations and guidelines issued thereunder before the award of this contract.
2. To comply with all the requirements of Section 308 of the Federal Water Pollution Control Act (33 *USC* 1251, et seq., as amended by Public Law 92-500) and those adopted pursuant to the Porter-Cologne Water Quality Control Act (California *Water Code*, Division 7, Section 13000, et seq.), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said acts, and all regulations and guidelines issued thereunder before the award of this contract.
3. That no portion of the work required by this contract will be performed at a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
4. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
5. To insert the substance of the provisions of this clause in any nonexempt subcontract including this paragraph.

Energy Policy and Conservation Act (Public Law 94-163)

The Vendor agrees to comply with all mandatory standards and policies relating to energy efficiency as contained in the California *Administrative Code*, Title 24, pursuant to the California State energy efficiency conservation plan issued in compliance with Public Law 94-163.

California Department of Education
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Child and Adult Care Food Program
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SECTION H, PAGE 2

CLEAN AIR AND WATER CERTIFICATION

PER 7 CFR, PART 226.22(L)(6), UNDER SECTION 306 OF THE CLEAN AIR ACT [42 USC 1837(H)], SECTION 508 OF THE CLEAN WATER ACT [33 USC 1368], EXECUTIVE ORDER 11738, AND EPA REGULATIONS [40 CFR PART 15] WHICH PROHIBIT THE USE UNDER NONEXEMPT FEDERAL CONTRACTS, GRANTS OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES, THIS CERTIFICATION IS APPLICABLE IF THE BID OR OFFER EXCEEDS \$250,000, OR THE AGENCY OFFICIAL HAS DETERMINED THAT ORDERS UNDER AN INDEFINITE QUANTITY CONTRACT IN ANY YEAR WILL EXCEED \$250,000.


1. The bidder certifies any facility to be utilized in the performance of this proposed contract

has ☐ has not ☒

been listed on the EPA List of Violating Facilities.

2. The bidder will promptly notify the Agency official, prior to award, of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities.

3. The bidder will include substantially this certification, in its entirety, in every nonexempt subcontract.

PRINTED NAME OF AUTHORIZED AGENT (VENDOR) NOAH DELOS SANTOS	VENDOR'S LEGAL BUSINESS NAME KIDANGO, INC.	
SIGNATURE OF AUTHORIZED AGENT (VENDOR) 	TITLE DIRECTOR OF NUTRITION	DATE 4/4/2022

SCHEDULE A

INVITATION FOR BID AND CONTRACT (DELIVERY)

SITES WHERE THE PROGRAM WILL OPERATE

NAME OF CENTER	ADDRESS AND PHONE NUMBER	AUTHORIZE D DESIGNEE	TYPES OF MEALS	NUMBER OF EACH MEAL TYPE NEEDED	DELIVERY TIME FOR EACH MEAL TYPE	BEGINNING AND ENDING DATES OF PROGRAM AT EACH CENTER
City of Emeryville Child Development Center Full Day	1220 53 rd Street Emeryville CA, 94608	Quera Owens	BLS	B: 64 L: 64 S: 64	11:00 AM	FULL DAY 7/1/2022 to 6/30/2023

California Department of Education
Nutrition Services Division

Child and Adult Care Food Program
CACFP 19 (REV. 02/2018)
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SCHEDULE B—NSD 2050B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR INFANTS**

	BIRTH THROUGH FIVE MONTHS	SIX THROUGH ELEVEN MONTHS
BREAKFAST, LUNCH, AND SUPPER	4 TO 6 FLUID (FL) OUNCE (OZ) BREAST MILK ¹ OR FORMULA ²	6 TO 8 FL OZ BREAST MILK ¹ OR FORMULA ² AND 0 TO 4 TABLESPOON (TBSP) INFANT CEREAL ^{2, 3} MEAT, FISH, POULTRY, WHOLE EGG, COOKED DRY BEANS OR COOKED DRY PEAS OR 0 TO 2 OZ CHEESE OR 0 TO 4 OZ YOGURT ⁴ OR (½ CUP) COMBINATION OF THE ABOVE ⁵ AND 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH ^{5, 6}
SNACK	4 TO 6 FL OZ BREAST MILK ¹ OR FORMULA ²	2 TO 4 FL OZ BREAST MILK ¹ OR FORMULA ² AND 0 TO ½ SLICE BREAD ^{3, 7} OR 0 TO 2 CRACKERS ^{3, 7} OR 0 TO 4 TBSP INFANT CEREAL ^{2, 3, 7} OR READY-TO-EAT BREAKFAST CEREAL ^{3, 5, 7, 8} AND 0 TO 2 TBSP FRUIT, VEGETABLE, OR COMBINATION OF BOTH ^{5, 6}

¹ Breastmilk or formula, or portions of both, must be served; however, it is recommended that breastmilk be served in place of formula from birth through 11 months. For some breastfed infants who regularly consume less than the minimum amount of breastmilk per feeding, a serving of less than the minimum amount of breastmilk may be offered, with additional breastmilk offered at a later time if the infant will consume more.

² Infant formula and dry infant cereal must be iron-fortified.

³ Beginning October 1, 2019, oz equivalents (eq) are used to determine the quantity of creditable grains.

⁴ Yogurt must contain no more than 23 grams (g) of total sugars per 6 oz.

⁵ A serving of this component is required when the infant is developmentally ready to accept it.

⁶ Fruit and vegetable juices must not be served.

⁷ A serving of grains must be whole grain-rich (WGR), enriched meal, or enriched flour.

⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21 g sucrose and other sugars per 100 g of dry cereal).

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Child and Adult Care Food Program
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Invitation for Bid (Delivery)

SCHEDULE B—NSD 2050B

**CHILD AND ADULT CARE FOOD PROGRAM
MEAL PATTERN FOR OLDER CHILDREN**

BREAKFAST (SELECT ALL THREE COMPONENTS)¹	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18²
MILK, FL ³	½ CUP (4 OZ)	¾ CUP (6 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLE, FRUIT, OR BOTH ⁴	¼ CUP	½ CUP	½ CUP	½ CUP
GRAINS ^{5, 6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ⅛ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¼ CUP
LUNCH OR SUPPER (SELECT ALL FIVE COMPONENTS)¹				
MILK, FL ³	½ CUP	¾ CUP	1 CUP	1 CUP
VEGETABLES ⁴	⅛ CUP	¼ CUP	½ CUP	½ CUP
FRUITS ^{4, 10}	⅛ CUP	¼ CUP	¼ CUP	¼ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. WGR, ENRICHED OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA	½ SLICE ½ SERVING ¼ CUP	½ SLICE ½ SERVING ¼ CUP	1 SLICE 1 SERVING ½ CUP	1 SLICE 1 SERVING ½ CUP
MEAT/MEAT ALTERNATES (M/MA) LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS ¹³ OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ¹⁴	1 OZ 1 OZ 1 OZ ½ EGG ¼ CUP 2 TBSP ½ OZ ½ CUP OR 4 OZ	1½ OZ 1½ OZ 1½ OZ ¾ EGG ¾ CUP 3 TBSP ¾ OZ ¾ CUP OR 6 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ	2 OZ 2 OZ 2 OZ 1 EGG ½ CUP 4 TBSP 1 OZ 1 CUP OR 8 OZ

California Department of Education
Nutrition Services Division

Child and Adult Care Food Program
CACFP 19 (REV. 02/2018)
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SCHEDULE B—NSD 2050B

CHILD AND ADULT CARE FOOD PROGRAM MEAL PATTERN FOR OLDER CHILDREN

SNACKS (SELECT TWO OF THESE FIVE COMPONENTS) ¹⁵	AGES 1–2	AGES 3–5	AGES 6–12	AGES 13–18 ²
MILK, FL ³	½ CUP (4 OZ)	½ CUP (4 OZ)	1 CUP (8 OZ)	1 CUP (8 OZ)
VEGETABLES ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
FRUITS ⁴	½ CUP	½ CUP	¾ CUP	¾ CUP
GRAINS ^{6, 7} WGR OR ENRICHED BREAD OR WGR OR ENRICHED BISCUIT, ROLL, MUFFIN, ETC. OR WGR, ENRICHED, OR FORTIFIED COOKED BREAKFAST CEREAL ⁸ , CEREAL GRAIN, AND/OR PASTA OR WGR, ENRICHED, OR FORTIFIED READY-TO-EAT BREAKFAST CEREAL (DRY COLD) ^{8, 9} FLAKES OR ROUNDS PUFFED CEREAL GRANOLA	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ½ CUP	½ SLICE ½ SERVING ¼ CUP ½ CUP ¾ CUP ½ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¾ CUP	1 SLICE 1 SERVING ½ CUP 1 CUP 1¼ CUP ¾ CUP
M/MA LEAN MEAT, FISH, OR POULTRY OR TOFU, SOY PRODUCT, OR ALTERNATE PROTEIN PRODUCTS ¹¹ OR CHEESE OR EGG (LARGE) OR YOGURT, PLAIN OR FLAVORED, UNSWEETENED OR SWEETENED ^{14, 16} OR COOKED DRY BEANS OR DRY PEAS ¹² OR PEANUT BUTTER, SOY NUT BUTTER, OR OTHER NUT OR SEED BUTTERS OR PEANUTS, SOY NUTS, TREE NUTS, OR SEEDS	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ½ CUP 1 TBSP ½ OZ	½ OZ ½ OZ ½ OZ ½ EGG ¼ CUP ½ CUP 1 TBSP ½ OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ	1 OZ 1 OZ 1 OZ ½ EGG ½ CUP ¼ CUP 2 TBSP 1 OZ

¹ Offer versus serve is an option for at-risk afterschool participants only.

² Age group applies to at-risk programs and emergency shelters. Larger portion sizes than specified may need to be served to children ages 13–18 to meet their nutritional needs.

³ Must serve unflavored whole milk to children age one. Must serve unflavored low-fat (1 percent) or unflavored fat-free (skim) milk for children ages 2–5. Must serve unflavored low-fat (1 percent), unflavored fat-free (skim), or flavored fat-free (skim) milk to children six years and older.

⁴ Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.

⁵ M/MA may be used to meet the entire grains requirement a maximum of three times a week for breakfast. One oz of M/MA is equal to 1 oz eq of grains.

⁶ At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count towards meeting the grains requirement.

⁷ Beginning October 1, 2019, oz eq are used to determine the quantity of creditable grains.

⁸ Breakfast cereals must contain no more than 6 g of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).

⁹ Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereals is ¼ cup for children ages 1–2; ½ cup for children ages 3–5; and ¾ cup for children ages 6–18.

¹⁰ A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.

¹¹ Alternate protein products must meet the requirements in Appendix A per 7 CFR, Section 226.20.

¹² Cooked dry beans or dry peas may be used as a meat alternate or as a vegetable component; but **cannot** be counted as both components in the same meal.

¹³ No more than 50 percent of the requirement shall be met with nuts (peanuts, soy nuts, tree nuts) or seeds. Nuts or seeds shall be combined with another M/MA to fulfill the requirement. To determine combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish.

¹⁴ Yogurt must contain no more than 23 g of total sugars per 6 oz.

¹⁵ Juice cannot be served when milk is served as the only other component.

¹⁶ Commercially added fruit or nuts in flavored yogurt cannot be used to satisfy the second component requirement in snacks.

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Nutrition Services Division

Child and Adult Care Food Program
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Child and Adult Care Food Program
Meal Pattern for Adults: Schedule B
NSD 7050 B

Breakfast		
Milk¹, Fluid (fl)	Milk¹, fl	1 cup ²
Vegetable/Fruit³	Vegetables/Fruits³, or portions of both	½ cup
Grains {ounce (oz) equivalent (eq)}^{4, 5, 6}	<ul style="list-style-type: none"> Whole grain-rich (WGR) or enriched bread WGR or enriched bread product, such as rolls, muffins, or biscuits WGR, enriched or fortified cooked breakfast cereal⁷, cereal grain, and/or pasta WGR, enriched or fortified ready-to-eat breakfast cereal (dry, cold)^{7, 8} <ul style="list-style-type: none"> Flakes or rounds Puffed cereal Granola 	2 slices 2 servings 1 cup 2 cup 2½ cup ½ cup
Lunch or Supper		
Milk¹, fl	Milk¹, fl (lunch only—milk is not required for supper)	1 cup ²
Vegetable³	Vegetables³	½ cup
Fruit^{3, 9}	Fruits^{3, 9}	½ cup
Grains (oz eq)^{4, 6}	<ul style="list-style-type: none"> WGR or enriched bread WGR or enriched bread product, such as rolls, muffins, or biscuits WGR, enriched, or fortified cooked breakfast cereal⁷, cereal grain, and/or pasta 	2 slices 2 servings 1 cup
Meat/Meat Alternates (M/MA)¹⁰ Lean Meat, Fish, Poultry (edible portion) or one of the following:	<ul style="list-style-type: none"> Lean meat, fish, poultry Tofu, soy product, or alternate protein product¹¹ Cheese Yogurt, plain or flavored, sweetened or unsweetened¹² Egg (large) Cooked dry beans or peas Peanut butter, soy nut butter, other nut or seed butters Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas 	2 oz 2 oz 2 oz 1 cup or 8 oz 1 egg ½ cup 4 tablespoons (tbsp) 1 oz = 50%
AM or PM Snack (select two different food components)		
Milk¹, fl	Milk¹, fl	1 cup
Vegetable³	Vegetables³	½ cup
Fruit³	Fruits³	½ cup
Grains (oz eq)^{4, 6}	<ul style="list-style-type: none"> WGR or enriched bread WGR or enriched bread product, such as rolls, muffins, or biscuits WGR, enriched, or fortified cooked breakfast cereal⁷, cereal grain, and/or pasta WGR, enriched or fortified ready-to-eat breakfast cereal (dry, cold)^{7, 8} <ul style="list-style-type: none"> Flakes or rounds Puffed cereal Granola 	1 slice 1 serving ½ cup 1 cup 1¼ cup ¼ cup
M/MA¹⁰ Lean Meat, Fish, Poultry or one of the following:	<ul style="list-style-type: none"> Lean meat, fish, poultry Tofu, soy product, or alternate protein product¹¹ Cheese Yogurt, plain or flavored, sweetened or unsweetened¹² Egg (large) Cooked dry beans or peas Peanut butter, soy nut butter, other nut, or seed butters Peanuts, soy nuts, tree nuts, seeds, or whole roasted peas 	1 oz 1 oz 1 oz ½ cup or 4 oz ½ egg ¼ cup 2 tbsp 1 oz

**Child and Adult Care Food Program
Meal Pattern for Adults: Schedule B
NSD 7050 B**

Participants may be served larger portions, but shall not be served less than the minimum quantities specified.

Definitions

1. **Milk:** Serve 1 cup (8 oz) of fl milk as a beverage or on cereal.
 - Fluid milk is defined as pasteurized, unflavored or flavored, fat-free, low-fat, or reduced-fat milk.
 - Acidified milk, cultured buttermilk, or lactose-reduced milk may also be served.
 - All milk must be fortified with vitamins A and D and meet state and local standards.
 - Milk is an optional food component at supper.
 - Six oz (weight) or $\frac{3}{4}$ cup (volume) of yogurt may be used to meet the equivalent of 8 oz of fl milk once per day when yogurt is not served as a meat alternate in the same meal.
 - Other substitutions for milk must be medically prescribed.
2. **Cup:** For purposes of the requirements outlined, a cup means a standard measuring cup, liquid or dry, as appropriate to meet the requirement for two components.
3. **Vegetable or Fruit:** Pasteurized full-strength juice may only be used to meet the vegetable or fruit requirement at one meal, including snack, per day.
4. **Grains/Breads:** At least one serving per day, across all eating occasions, must be WGR. Grain-based desserts do not count toward meeting the grains requirement.
5. M/MA may be used to meet the entire grains requirement at breakfast a maximum of three times a week. One oz of M/MA is equal to 1 oz equivalent of grains.
6. Beginning October 1, 2019, oz eq are used to determine the quantity of credible grains.
7. Breakfast cereals must contain no more than 6 grams (g) of sugar per dry oz (no more than 21.2 g sucrose and other sugars per 100 g of dry cereal).
8. Beginning October 1, 2019, the minimum serving size specified in this section for ready-to-eat breakfast cereals must be served. Until October 1, 2019, the minimum serving size for any type of ready-to-eat breakfast cereal is 1½ cups for adults.

**Child and Adult Care Food Program
Meal Pattern for Adults: Schedule B
NSD 7050 B**

- 9. Vegetable or Fruit for Lunch or Supper:** A vegetable may be used to meet the entire fruit requirement. When two vegetables are served at lunch or supper, two different types of vegetables must be served.
- 10. M/MA:** The M/MA component group is an option at the breakfast meal.
- No more than 50 percent of the requirement shall be met with nuts or seeds.
 - Nut or seed butter may satisfy 100 percent of the requirement.
 - Whole nuts or seeds shall be combined with another M/MA to fulfill the requirement.
 - When determining combinations, 1 oz of nuts or seeds is equal to 1 oz of cooked lean meat, poultry, or fish; ¼ cup of cottage cheese is equal to 1 oz of meat alternate; ½ cup of yogurt is equal to 1 oz of M/MA.
- 11.** Alternate protein products must meet the requirements in Appendix A of Title 7, *Code of Federal Regulations (7 CFR)*, Section 226.20.
- 12.** Frozen yogurt and other nonstandard yogurts are not creditable products and may not be used to satisfy any component requirement in a reimbursable meal. Yogurt must contain no more than 23 g of total sugars per 6 oz.

Offer versus Serve

Adult day care centers may use the offer versus serve (OVS) option for breakfast, lunch, and supper. The OVS option allows participants to refuse some of the food items required while still allowing those meals to be claimed for reimbursement. Under OVS, each adult care center shall offer its participants all of the required food components as set forth in the requirements for meals (7 *CFR*, Section 226.20). However, at the discretion of the adult day care center, participants may be permitted to decline the following:

- Breakfast: Participants may decline one serving of the four food items (one serving of milk, one serving of vegetable or fruit, or two servings of bread or bread alternate)
- Lunch: Participants may decline two servings of the six food items (one serving of milk, two servings of vegetable or fruit, two servings of bread or bread alternate, or one serving of M/MA)
- Supper: Participants may decline two servings of the five food items (two servings of vegetables and/or fruit, two servings of bread or bread alternate, or one serving of M/MA)

The price of a reimbursable meal shall not be affected if an adult participant declines a food item.

California Department of Education
Nutrition Services Division

Child and Adult Care Food Program
CACFP 19 (REV. 02/2018)
Invitation for Bid (Delivery)

SECTION A**CONTRACT FOR VENDED MEALS**

THIS AGREEMENT, made and entered this _____ day of _____, 2022_____,
in the State of California, by and between City of Emeryville Child Development Center
hereinafter referred to as the Agency and Kidango, Inc.¹ hereinafter
referred to as the Vendor.

WITNESSETH:

That the Vendor for and in consideration of the covenants, conditions, agreements, and stipulations of the Agency hereinafter expressed, does hereby agree to furnish to the Agency services and materials as described in the original IFB, Sections A, B, C, D, E, F, G, and H, and Schedules A, B, and C, which were attached and made a part hereof by this reference.

The period of this contract shall be from July 1, 2022 through June 30, 2023.²
This contract may be renewed for one-year periods up to four times upon agreement of the Agency and the Vendor. Any increase or decrease of the unit price(s) shall be negotiated during the renewal process.

In consideration of the service, performed in a manner acceptable to the Agency and in compliance with the CACFP regulations, 7 CFR, Part 226, the Agency shall pay the Vendor within days of receipt, the full amount of the itemized invoices as confirmed by delivery receipts, at the unit price(s) specified in the contract.

The total amount payable by the Agency to the Vendor under this contract shall not exceed
\$ 1,000,000.00.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

AGENCY	VENDOR
AGENCY NAME	VENDOR (STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.) KIDANGO, INC.
BY (AUTHORIZED SIGNATURE)	BY (AUTHORIZED SIGNATURE)
PRINTED NAME OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING NOAH DELOS SANTOS, DIRECTOR OF NUTRITION
TITLE	ADDRESS 44000 OLD WARM SPRINGS BLVD. FREMONT CA 94538



City of Emeryville

CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT ("Contract") is effective as of _____ (the "Effective Date"), by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **KIDANGO, INC.** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties".

WITNESSETH THAT

WHEREAS, the City desires to engage Contractor for ECDC Food Program; and

WHEREAS, the City finds that specialized knowledge, skills, and training are necessary to render the services necessary to do the work contemplated under this Contract; and

WHEREAS, the City has determined that the Contractor is qualified by training and experience to render such services; and

WHEREAS, the Contractor desires to provide such services; and,

WHEREAS, the public interest will be served by this Contract; and

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. SCOPE OF SERVICES AND TERMINATION DATE

1.1 Project Description

A complete project description is set forth in the Scope of Work, attached hereto as **Exhibit A** and incorporated herein by this reference.

1.2 Services

The services to be completed under this Contract ("Services") are described in the Scope of Work set forth in **Exhibit A**. The Services shall be performed in accordance with terms, conditions, and specifications set forth herein. To the extent there is a conflict between the Scope of Work, and the terms, conditions, and specifications set forth herein, the terms, conditions, and specifications set forth herein shall govern.

1.3 Schedule and Completion Date

The Services to be provided by Contractor under this Contract shall commence on the Effective Date and terminate on **JUNE 30, 2023**. The Parties may, by mutual, written consent, extend the term of this Contract.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

2. WORK CHANGES

2.1 *City Rights to Change*

The City reserves the right to order changes in the Services to be performed under this Contract by altering, adding to or deducting from the Scope of Work. All such changes shall be incorporated in amendments executed by the Contractor and the City. Such amendments shall specify the changes ordered and any necessary adjustment of compensation and completion time.

2.2 *Additional Work Changes*

Any work added to the Scope of Work by an amendment shall be executed under all the applicable conditions of this Contract. No claim for additional compensation or extension of time shall be recognized unless contained in an amendment duly executed on behalf of the City and the Contractor.

2.3 *City Manager Execution*

The City Manager has authority to execute without further action of the Emeryville City Council, any number of amendments so long as their total effect does not materially alter the terms of this Contract or increase the total amount to be paid under this Contract, as set forth in Section 3.2 below.

3. COMPENSATION AND METHOD OF PAYMENT

3.1 *Compensation for Services Performed*

City agrees to pay the Contractor for the Services performed and costs incurred by Contractor upon certification by the City that the Services were actually performed and costs actually incurred in accordance with the Contract. Compensation for Services performed and reimbursement for costs incurred shall be paid to the Contractor upon receipt and approval by the City of invoices setting forth in detail the Services performed and costs incurred. The City shall pay the Contractor within forty-five (45) days after approval of the invoice by City staff.

3.2 *Total Compensation Amount*

The total amount paid under this Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **EIGHTY EIGHT THOUSAND DOLLARS AND NO CENTS (\$88,000)**, except as outlined in Section 2.3 above. The compensation for Services performed shall be as set forth in **Exhibit A**. Reimbursement for costs incurred shall be limited as follows. Long distance telephone and telecommunications, facsimile transmission, normal postage and express mail charges, photocopying and microcomputer time shall be at cost. Supplies and outside services, transportation, lodging, meals and authorized subcontracts shall be at cost plus no more than a 10% administrative burden. Automobile mileage shall be no more than the current deductible rate set by the Internal Revenue Service.

4. COVENANTS OF CONTRACTOR

4.1 *Assignment of Contract*

The Contractor covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Contract, without the prior express written consent of the City. As to any approved subcontractors, the Contractor shall be solely responsible for reimbursing them and the City shall have no obligation to them.

4.2 *Responsibility of Contractor and Indemnification of City*

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or subcontractors as well as any claim by any employee, agent, Contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of the City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend the City, its members, officers, agents, employees and volunteers shall survive termination of this Contract.

If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Contractor's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

4.3 *Independent Contractor*

The Contractor hereby covenants and declares that it is engaged in an independent business and agrees to perform the Services as an independent contractor and not as the agent or employee of the City. The Contractor agrees to be solely responsible for its own matters relating to the time and place the Services are performed; the instrumentalities, tools, supplies and/or materials necessary to complete the Services; hiring of contractors, agents or employees to complete the Services; and the payment of

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employees, including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to be solely responsible for its own acts and those of its subordinates and employees during the term of this Contract.

4.4 Insurance

Contractor shall not commence Services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under **Exhibit B**, attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under **Exhibit B**. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

4.5 Records, Reports and Audits

4.5.1 Records

- A. Records shall be established and maintained by the Contractor in accordance with requirements prescribed by the City with respect to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract. Furthermore, records that are the subject of audit findings shall be retained for three years or until such audit findings have been resolved, whichever is later.
- B. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.

4.5.2 Reports and Information

Upon request, the Contractor shall furnish to the City any and all statements, records, reports, data and information related to matters covered by this Contract in the form requested by the City.

4.5.3 Audits and Inspections

At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all records with respect to all matters covered by this Contract. The Contractor will permit the City to audit, examine, and make excerpts or transcripts from such records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and or data relating to all matters covered by this Contract.

4.6 Conflicts of Interest

The Contractor covenants and declares that, other than this Contract, it has no holdings or interests within the City of Emeryville, nor business holdings, contracts or agreements with any official, employee or other representative of the City. For the duration of this Contract, in the event the Contractor or its principals, agents or employees acquire such a holding, interest, contract, or agreement within the City of Emeryville or with any official, employee or representative of the City in the future, the Contractor will immediately notify the City of such holding, interest, contract, or agreement in writing.

4.7 Confidentiality

The Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. The Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether deemed confidential or not.

4.8 Discrimination Prohibited

The Contractor covenants and agrees that in performing the Services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity, marital status, national origin or ancestry, age or disability, except as provided in section 12940 of the Government Code.

4.9 Licenses, Certifications and Permits

The Contractor covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of the Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Services contracted for under this Contract. All work performed by Contractor under this Contract shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily expected of competent professionals.

4.10 Key Personnel

All of the individuals listed in Exhibit A are necessary for the successful prosecution of the Services due to their unique expertise and depth and breadth of experience. There shall be no change in Contractor's Project Manager or members of the project team without the City's approval. Contractor recognizes that the composition of this team was instrumental in the City's decision to award the work to Contractor and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Contractor's obligations under this Contract and shall be grounds for termination.

4.11 Authority to Contract

The Contractor covenants and declares that it has obtained all necessary approvals of its board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Contractor to the terms of this Contract, if applicable.

4.12 Ownership of Work

All reports, designs, drawings, plans, specifications, schedules, work product and other materials prepared or in the process of being prepared for the Services to be performed by the Contractor ("Materials") shall be and are the property of the City and the City shall be entitled to full access and copies of all such Materials. Any such Materials remaining in the hands of the Contractor or subcontractor upon completion or termination of the work shall be delivered immediately to the City. The Contractor assumes all risk of loss, damage or destruction of or to such Materials. If any Materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor agrees to execute any additional documents that may be necessary to evidence such assignment.

4.13 City Labor Requirements

4.13.1 Compliance

At the Effective Date, compliance with the City's living wage ordinance is ☒ **required** / ☐ **not required** for this Contract. If this Contract provides for compensation to Contractor of \$25,000 or more within a single fiscal year for providing Services to the City, then Contractor shall comply with the requirements of the City's Living Wage Ordinance set forth in [Chapter 31 of Title 5 of the Emeryville Municipal Code](#), unless (i) Contractor is a governmental entity, (ii) this Contract is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Contract is subject to federal or state laws or regulations that would preclude the application of the City's laws.

4.13.2 Applicability

Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Contract for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Contract, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to [Section 5-31.08 of the Emeryville Municipal Code](#). Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City.

4.13.3 Non-Compliance

Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and

compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, the City may terminate the Contract and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance.

4.13.4 Living Wage

Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Contract. "Living Wage" means no less than **\$17.48 PER HOUR** (which is [subject to increase annually on July 1st](#) to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees.

4.13.5 Minimum Wage and Paid Sick Leave

In addition to the Living Wage Ordinance, the Contractor may be required to comply with the [City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance](#), as set forth in [Chapter 37 of Title 5 of the Emeryville Municipal Code](#), to the extent it is applicable.

4.14 *California Labor Requirements*

4.14.1 Prevailing Wage Requirements

Contractor is aware of the requirements of [California Labor Code](#) Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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4.14.2 Registration

If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

4.14.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of Services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

4.14.4 Workers’ Compensation

Pursuant to the requirements of section 1860 of the [California Labor Code](#), Contractor will be required to secure the payment of workers’ compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

“I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

4.14.5 Event of Default

Failure by Contractor to comply with any provision of this Section shall constitute a default of this Contract and shall be grounds for termination as provided in this Contract.

5. **TERMINATION**

- A. The City shall have the right to terminate this Contract for any reason whatsoever by providing written notice thereof at least five (5) calendar days in advance of the termination date.

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- B. All termination notice periods triggered pursuant to written notice shall begin to run from the date of the United States Postal Service postmark.
- C. Upon termination, City shall provide for payment to the Contractor for Services rendered and expenses incurred prior to the termination date.
- D. Upon receipt of a termination notice the Contractor shall: (1) promptly discontinue all Services affected, unless the notice directs otherwise; and (2) promptly deliver to the City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by the Contractor in performing this Contract, whether completed or in process, in the form specified by the City.
- E. Notwithstanding anything to the contrary, this Contract is subject to immediate termination in the event the City Council does not appropriate sufficient funds for this Contract.
- F. The rights and remedies of the City and the Contractor provided in this Section are in addition to any other rights and remedies provided under this Contract or at law or in equity.

6. NO PERSONAL LIABILITY

No member, official or employee of the City shall be personally liable to the Contractor or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Contractor or successor or on any obligation under the terms of this Contract.

7. ENTIRE AGREEMENT

This Contract constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Contract not contained in this Contract shall be valid or binding. This Contract may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

8. SUCCESSORS AND ASSIGNS

Subject to the provisions of this Contract regarding assignment, this Contract shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

9. APPLICABLE LAW AND ATTORNEY'S FEES; VENUE

If any action at law or in equity is brought to enforce or interpret the provisions of this Contract, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any

other relief to which said party may be entitled. The exclusive venue for any legal action taken pursuant to this Contract shall be the State of California Superior Court for the County of Alameda or the United States District Court for the Northern District of California.

10. SEVERABILITY

The caption or headnote on articles or sections of this Contract are intended for convenience and reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Contract nor in any way affect this Contract. Should any article(s) or section(s), or any part thereof, later be deemed unenforceable by a court of competent jurisdiction, the remainder of this Contract shall remain in full force and effect to the extent possible.

11. BUSINESS TAX CERTIFICATE

Prior to commencement of the Services to be provided hereunder, Contractor shall apply to the City of Emeryville Finance Department for a business tax certificate, pay the applicable business tax and maintain said business tax certificate during the term of this Contract, as provided in Article 1 of Chapter 1 of Title 3 of the Emeryville Municipal Code.

12. NOTICES

12.1 Communications Relating to Daily Activities

All communications relating to the day-to-day activities of the work and invoices shall be exchanged between **Quera Owens** for the City and **Noah Delos Santos** for the Contractor:

CITY	CONTRACTOR
Quera Owens, ECDC Manager Phone No: 510-596-4367 E-Mail : qowens@emeryville.org	Noah Delos Santos, Director Nutrition Phone No: 925-457-7072 E-Mail : nedlossantos@delossantos.org

12.2 Official Notices

All other notices, writings or correspondence as required by this Contract shall be directed to the City and the Contractor, respectively, as follows:

CITY	CONTRACTOR
<p>Pedro Jimenez, Community Services Director 1333 Park Ave Emeryville, California 94608 Phone No: 510-450-7813 E-Mail : pjimenez@emeryville.org</p> <p><i>with a copy to:</i> Quera Owens, ECDC Manager 1220 53rd Street Emeryville, California 94608 Phone No: 510-593-4367 E-Mail : qowens@emeryville.org</p>	<p>Noah Delos Santos, Director of Nutrition 44000 Old Warm Spring Blvd. Fremont Ca, 94538 Phone No: 925-457-7072 E-Mail : ndelossantos@kidango.org</p>

13. COUNTERPARTS

This Contract may be signed in counterparts, each of which shall constitute an original. It is expressly agreed that each Party to this Contract shall be bound by its own telecopied, scanned, electronic or digital signature and shall accept the telecopied, scanned, electronic or digital signature of the other Party to this Contract.

14. NO THIRD-PARTY BENEFICIARIES

Except to the extent expressly provided for herein, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

15. NON-EXCLUSIVITY

City reserves right to employ other contractors in connection with the Services covered under this Contract.

16. ASSIGNMENT OR TRANSFER

Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Contract or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

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17. WAIVER

The City's failure to enforce any provision of this Contract or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

18. OTHER REQUIREMENTS

Compliance with terms and conditions set forth in **Exhibit C** is ☐ **required** / ☐ **not required** for this Contract. Contractor shall also fully and adequately comply with the provisions included in **Exhibit C** ("Other Requirements") when attached hereto and incorporated herein by reference ("Other Requirements"). With respect to any conflict between such Other Requirements and the terms of this Contract and/or the provisions of state law, **Exhibit C** shall control.

SIGNATURES ON FOLLOWING PAGE

19. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT

IN WITNESS WHEREOF the City and the Contractor have executed this Contract, which shall become effective as of the date first written above.

Approved As To Form:

DocuSigned by:
John Kennedy
City Attorney

Dated: CITY OF EMERYVILLE

Christine S. Daniel, City Manager

Dated: KIDANGO, INC.

DocuSigned by:
Noah Delossantos (Signature)
Noah Delos Santos, Director of Nutrition

Attach: W-9 Form	Attach: Business License Certificate
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EXHIBIT A: SERVICES 2022-2023

Contractor Responsibilities:

Key Personnel:

Noah Delos Santos, Director of Nutrition

Meal Service:

1. Contractor will provide daily meal service to children at the Emeryville Childhood Development Center ("**Center**"), Monday through Friday, excluding City holidays. Daily meal service will consists of breakfast, lunch, and morning snack. Menus will be designed for preschool children aged 1 year to 5 years old. Each meal will include fresh fruit and/or fresh vegetables. Each meal will include low fat or nonfat white milk.
2. Contractor will provide meals and snacks for children with special dietary needs as requested by City. All such meals and snacks shall otherwise meet the meal pattern and nutritional requirements for non-special dietary needs meals and snacks.
3. Contractor will provide sack lunches and/or snacks for field trips as requested by City. All meals for field trips shall meet the meal pattern and nutritional requirements for meals and snacks served at the Center.
4. Contractor will deliver meals to the Center at times specified by City. Contractor will be responsible for proper storage and care of meals until delivery to the Center. Contractor shall ensure that all health and sanitation requirements of the California Retail Food Code (Health and Safety Code section 113700 et. seq.) are met at all times.

Food Standards:

Contractor will provide food which emphasizes fresh and all-natural ingredients, and will not provide overly processed, fried, or microwaved product meals. Ingredients will be organic and locally produced whenever possible. All milk must be free of BST growth hormone. Meats shall be free of nitrates and nitrites. Contractor will not provide food: high in fructose corn syrup, or added sugar; with artificial trans fats; or with artificial colors, flavors or sweeteners.

Menus:

No later than one week prior to the end of each month, Contractor will provide to City a proposed menu for the following month for all meals describing meals to be served for the that month. The menu will be subject to approval by City.

Records:

Meals will comply with all nutritional requirements of the state Child and Adult Care Food Program ("CACFP"). Contractor will maintain all necessary records on the nutritional components and quantities of the meals served at Center and make said records available for inspection by State and Federal authorities upon request. Contractor will maintain said records for a period of three (3) years.

Upon execution of this Agreement, Contractor will provide City with a copy of current health certifications for the food service facility in which it prepares meals for use in the CACFP.

City Responsibilities:**Food Storage Facilities:**

City will provide refrigerated food storage equipment. Contractor will provide hot food storage equipment. City will provide maintenance of the premises, equipment and facilities where meals will be served.

Ordering and Service of Meals:

City will conduct weekly ordering of the number of meals and snacks needed for each day of the following week.

City will provide for service of meals to children.

Meal Pricing:

Pricing for meals and services provided in this Agreement shall be as follows:

Meal Type	Pricing (per day / per child)
Breakfast/PM Snack	\$2.75 (no sales tax)
Lunch	\$2.75 (taxable)

The yearly contract amount is based on:

247 days of operation x \$6.35 per day x 56 participants =\$87,833.20 for a total not to exceed \$88,000 per fiscal year.



City of Emeryville

CALIFORNIA

EXHIBIT B

Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **KIDANGO, INC.**

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 *Minimum Scope of Insurance*

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☐ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☐ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall

City of Emeryville | Contract Insurance Requirements (Exhibit B)
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include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

☒ **General Liability**

☒ **All Contract Types**

\$1,000,000.00 per occurrence and **\$2,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

☐ **Construction Specific**

\$2,000,000.00 per occurrence and **\$4,000,000.00** aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

☒ **Automobile Liability**

\$2,000,000.00 per accident for bodily injury and property damage.

☐ **Professional Liability / Errors and Omissions**

\$2,000,000.00 per claim and aggregate.

☒ **Workers' Compensation and Employer's Liability**

Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of **\$1,000,000.00** each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

☐ **Pollution Liability Insurance**

\$2,000,000.00 per occurrence and **\$2,000,000.00** aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020☒ **General Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it; and (4) the insurance coverage shall contain standard separation of insureds provisions.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☐ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

City of Emeryville | Contract Insurance Requirements (Exhibit B)
REV 08/2020☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☐ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. NO SPECIAL LIMITATIONS

The required insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

City of Emeryville | Contract Insurance Requirements (Exhibit B)
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5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.

*Attach:
Insurance Certificate and Endorsements*