



Newport-Mesa
Unified School District

REQUEST FOR PROPOSALS

RFP 107-26

CAFETERIA EQUIPMENT REPAIR

NEWPORT MESA UNIFIED SCHOOL DISTRICT

2985 Bear St., Bldg. A

Costa Mesa, CA. 92626

RFP DUE DATE: December 10, 2025 at 4:00PM

TABLE OF CONTENTS

NOTICE TO VENDORS	3
INSTRUCTIONS FOR SUBMITTING PROPOSALS	4
ATTACHMENT A.....	10
ATTACHMENT B.....	14
SCOPE OF SERVICES, PERFORMANCE AND SERVICE REQUIREMENTS	17
EVALUATION CRITERIA	23
PROPOSAL CHECKLIST	24
EXHIBIT 1 – GENERAL PROVIDER INFORMATION/SIGNATURE PAGE.....	25
EXHIBIT 2 – LIST OF REFERENCES.....	27
EXHIBIT 3 – CERTIFICATE OF NONDISCRIMINATION	29
EXHIBIT 4 – NONCOLLUSION DECLARATION.....	30
EXHIBIT 5 – CONFLICT OF INTEREST	31
EXHIBIT 6 – CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK	33
EXHIBIT 7 – LABOR RATES WORKSHEET.....	36
EXHIBIT 8 – PREVENTATIVE MAINTENANCE COST WORKSHEET	38
EXHIBIT 9 – SUBCONTRACTOR DESIGNATION.....	40

NOTICE TO VENDORS

The Newport Mesa Unified School District (NMUSD) is requesting proposals for the award of a contract for **Cafeteria Equipment Repair** in accordance with the minimum specifications included herein.

PlanetBids is a web-enabled procurement and electronic bidding system. In order to begin bidding for this RFP the Vendor must first register, for free, online:

<https://vendors.planetbids.com/portal/46422/vp/vp-prereg>

As a registered and approved vendor within our vendor database, you will be automatically notified of bid alerts, bid changes or updates and addenda. All bid related information is located within the different tabs of the bid detail. Only applicable tabs will be available within the bid.

To download a copy of the RFP, register and login to PlanetBids, double click on the Project Title you wish to bid on.

Copies of the RFP, including forms that need to be completed and submitted, can be downloaded from the PlanetBids website.

All proposals are to be submitted electronically via PlanetBids on or before **December 10, 2025, by 4:00 PM**. All necessary documentation for this RFP can be downloaded via the PlanetBids website.

Contact Person: Emily Hughes

Contact Phone: 714-424-5086

Paper RFPs will not be accepted. We are only accepting electronic RFPs via PlanetBids.

No vendor may withdraw any proposal for a period of ninety (90) calendar days after the date set for the proposal submittal deadline. A successful respondent vendor shall not be relieved of the proposal submitted without the District's consent, which relief the District may grant or deny in its discretion.

NMUSD will review the responses, contact references, and complete a weighted scoring matrix for each respondent vendor.

NMUSD reserves the right to accept or reject any item or group(s) of items of a proposal. NMUSD also reserves the right to waive any minor informality or irregularity in any proposals. Additionally, NMUSD may, for any reason, decide not to award an agreement as a result of this RFP, or to reissue the RFP.

There will not be a formal public opening for this RFP. After the recommendation for the purchase order contracts, award is submitted to the Board of Trustees for approval, all proposals will be available for public review.

If you are having technical issues downloading or submitting your bid documents, please contact Planet Bids Directly at (818) 992-1771

INSTRUCTIONS FOR SUBMITTING PROPOSALS

1. Organization of Proposals

Proposal responses are to be organized simply and economically. Each Proposal shall be submitted in the following order with the following documents **ALL ITEMS BELOW ARE REQUIRED IN ORDER FOR THE PROPOSAL TO BE ACCEPTED AS A RESPONSIVE PROPOSAL:**

- Executive Summary: Each proposal will have a cover letter on organization letterhead including professional services, philosophy and business approach, experience with public educational projects, scope of projects, and additional data related to this RFP.
- Exhibit 1 - General Provider Information
- Exhibit 2 - List of References
- Exhibit 3 - Certificate of Non-Discrimination
- Exhibit 4 - Non-Collusions Declaration
- Exhibit 5 - Conflict of Interest Statement
- Exhibit 6 - Fingerprinting Requirements
- Exhibit 7 - Labor Rates Worksheet
- Exhibit 8 – Preventative Maintenance Cost Worksheet
- Exhibit 9 - Subcontractor Designation
- W-9 - (Required NMUSD form on PlanetBids)
- Certificate of Liability Insurance (Endorsed to Newport Mesa Unified School District upon award.)

2. Proposed Timeline

The following is the anticipated timeline of events for this RFP. NMUSD may change the estimated dates and processes as deemed necessary.

11/19/2025	Release of Request for Proposals
12/03/2025	Last day for submissions of questions and/or clarifications on PlanetBids by 12:00 PM
12/10/2025	Proposals Due electronically only on PlanetBids by 4:00 PM
01/20/2026	Recommendations to the Board of Trustees to award
01/21/2026	Tentative Contract Start Date

3. Submission of RFP Proposals

Please review this RFP carefully before responding to ensure that all procedural, system, and contractual requirements are fully understood. Failure to adhere to all requirements will disqualify the proposal.

Proposals must be submitted no later than December 10, 2025, by 4:00 PM.

Paper RFPs will not be accepted. We are only accepting electronic RFPs via PlanetBids to the district webportal at <https://vendors.planetbids.com/portal/46422/bo/bo-search>

4. Inquiries and/or Clarifications

Any requests for clarification of the RFP shall be made via PlanetBids only, under the “Q&A” tab, no later than December 3, 2025, by 12:00 PM.

All responses to questions/clarifications will be posted to the PlanetBids website. If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Vendor's responsibility to review PlanetBids for any responses and/or addenda.

If any addenda are issued, they too shall be posted to the PlanetBids website. It is the Respondent Vendor's responsibility to review PlanetBids for any responses and/or addenda.

NMUSD is responsible only for what is expressly stated within this RFP and any authorized written addenda thereto. NMUSD is not responsible for and will not be bound by any person not authorized to act on its behalf.

*As of the issuance date of this RFP and continuing until the final date for submission of proposals, **contact with NMUSD employees is strictly limited.** All personnel representing NMUSD are specifically directed not to hold meetings, conferences, or technical discussions with any vendor for purposes of responding to this RFP. Any vendor found to be acting in any way contrary to this directive will be **disqualified from entering into any contract** that may result from this RFP.*

5. Addenda

The NMUSD may modify this RFP, any of its key action dates, or any of its attachment, prior to the proposal submittal date. Addenda will be numbered consecutively as a suffix to the RFP reference number. Addenda shall be available for public view on PlanetBids. It is the Respondent Vendor's responsibility to ensure they have incorporated all addenda. Failure to acknowledge incorporated addenda will not relieve the Respondent Vendor of the responsibility to meet all terms and conditions of this RFP and any subsequent addenda.

6. Respondent Vendors Cost

Any costs incurred by the Respondent Vendor for the development of their proposals are the sole responsibility of the Respondent Vendor and shall not be chargeable to the NMUSD.

7. Contract Specifications

NMUSD reserves the right to add or delete related items from the contract at any time during the period of the contract. NMUSD reserves the right to cancel immediately any awarded contract for any reason determined by NMUSD to be detrimental to the health and welfare of the students and school personnel or that seriously affects the quality of the service. NMUSD will hold the Respondent Vendor in default if they have caused such condition to arise.

Failure to comply with any of the above requirements will be sufficient cause for the cancellation of the contract.

8. Term of Pricing

The term of the Fixed Pricing Period shall commence upon NMUSD execution of the contract, tentatively scheduled for **January 21, 2025**. The period of time that prices quoted herein shall remain in effect for a minimum period of 12 months after bid award. The vendor must provide in writing any price changes 90 days prior to the annual renewal date. Time extensions may be granted upon mutual consent of all parties involved within the conditions of this bid, but not to exceed five (5) years.

In the event that parties involved consent in contracting time extensions, the following conditions for price adjustments shall apply. Prices bid herein may increase with the mutual consent of parties involved. The effective date of such increase shall be specified in writing by the District. All proposed price increases shall require submission by the vendor of the national or regional published price list or printed notices of price changes. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

9. Price Adjustments

Prices for the services shall remain unchanged for twelve (12) months following the effective date of the contract. The Vendor shall have the right to request a price adjustment only ninety (90) days prior to the end of the initial contract term. During the ninety (90) day period, the Vendor may submit a request in writing to NMUSD for a price adjustment that is consistent with and relative to price changes originating with and compelled by market trends and which changes are outside of the Vendor's control. The Vendor must fully document its request, attaching to the request, without limitation, such market data, to support the requested adjustment.

NMUSD may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the end of the next contract term.

10. Errors and Omissions

If a Respondent Vendor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its attachments, they shall immediately notify NMUSD of such error in writing and request modification or clarification of the document. Modifications will be made via addenda. Clarifications will be posted to the PlanetBids website, without divulging the source of the request.

If a Respondent Vendor fails to notify NMUSD, prior to the date fixed for submission of proposals, of an error in the RFP known to them, or an error that reasonably should have been known to them, they shall submit proposals at their own risk, and if they are awarded the contract, they shall not be entitled to additional compensation or time by reason of the error or its later correction.

11. Exceptions

If a Respondent Vendor takes exception to any part of this RFP, including but not limited to specification of the Insurance, Administrative and Legal Requirements as written herein or as amended by any addenda subsequently issued, must be done in writing. Said exceptions must be submitted with the proposal, failure to do so will be construed as acceptance of all items.

12. Proposals Become the Property of NMUSD

Proposals become the property of NMUSD, and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award. NMUSD reserves the right to make use of any information or ideas contained in the proposal.

13. Confidential Material

Respondent Vendor must notify NMUSD in advance of any proprietary or confidential material contained in the bid and provide justification for not making such material public. NMUSD shall have sole discretion to disclose or not disclose such material subject to any protective order which Respondent Vendor may obtain.

14. Reservations

With respect to this RFP, NMUSD reserves certain rights at any time as follows:

- Reject any proposal without indicating any reason for such rejection;
- Waive or correct any minor or inadvertent defect, irregularity, or technical error in a proposal, or in the process, or as part of any subsequent contract negotiation;

- Request that vendors supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- Terminate this RFP and issue a new RFP;
- Modify the selection process, the specifications or requirements for materials or services, or the content or format of the proposals;
- Extend a deadline specified in this RFP, including deadlines for accepting proposals;
- Negotiate with any or none of the vendors;
- Modify the final contract from terms described in this RFP;
- Terminate failed negotiations with a vendor without liability, and negotiate with other vendors;
- Disqualify any vendor on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal or other data available to NMUSD;
- Request that services be provided by certain staff of a vendor, or request that certain staff of a vendor is excluded from providing services as determined by NMUSD to be in its best interest;
- Reject a vendor's proposal where the vendor is in breach of, or in default under, any other agreement with the NMUSD;
- Award multiple contracts if it is deemed necessary to provide the specified services.

15. Cancellation

This solicitation does not obligate the NMUSD to enter into an agreement. NMUSD retains the right to cancel this RFP at any time, should the project be canceled, NMUSD loses the required funding, or it is deemed in the best interest of NMUSD. No obligation, either expressed or implied, exists on the part of NMUSD to make an award or to pay any cost incurred in the preparation or submission of a proposal.

16. Award of Contract

The award, if any, will be to the Respondent Vendor(s) whose proposal best complies with all of the requirements of the RFP documents and any addenda. A contract shall be awarded to the Respondent Vendor(s) whose offer is determined to be the most advantageous to NMUSD from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or for any other reason deemed by the Director, Purchasing & Warehouse to be in the best interests of NMUSD and, as such, will not be determined by price alone and may not be the lowest bid especially where services are of utmost importance. The complete contract shall include the purchase order(s) and all amendment thereto, and the terms of this RFP and all attachments and amendments hereto.

17. General Description of the Proposed Contract

After the evaluation process is completed, the recommendation for award to one or more vendors will go forward to the Superintendent on behalf of the Board of Trustees for approval and then to the full Board of Trustees for Approval on **January 20, 2026**.

The term of the contract will be from **January 21, 2026, to January 21, 2027**, with the ability to extend the Contract for four (4) additional one (1) year terms.

The Contract will require the proposer to adhere to the terms of their proposal and to act in accordance with all applicable laws and regulations that are in effect at the time the purchase order contract is signed, and that become effective during the term of the contract.

18. Execution of the Contract

The contract shall be signed by the Vendor and returned, along with the required attachments to the Newport Mesa Unified School District within **10 working days**. The period for execution may be changed by mutual agreement of the parties. Contracts are not effective until approved by the appropriate Newport Mesa Unified School District officials. Any work performed prior to receipt of a fully executed contract shall be at Vendor's own risk.

19. Failure to Execute a Contract

Failure to execute the contract within the time frame identified above shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute a failure to execute the contract. If the successful Vendor refuses or fails to execute the contract, the Newport Mesa Unified School District may award the contract to the next qualified highest ranked Bidder.

20. Force Majeure

The Vendor acknowledges NMUSD is not liable for interruption of services due to any of the following causes, to the extent beyond its reasonable control: acts of God, accidents, riots, war, terrorist acts, epidemic, pandemic, quarantine, civil commotion, government order or law, and natural catastrophes.

21. Termination of Contract

The NMUSD reserves the right to terminate any contract awarded hereunder for default at NMUSD's convenience. If the contract is terminated for convenience, the vendor shall only be paid for services and products rendered at the date of notice of termination.

22. Payment Invoicing

The NMUSD will only pay by original invoice that has been signed by an NMUSD employee. Invoice will not be paid if there is no signature as stated above. Invoices must be made out to NMUSD and sent to the accounts payable at invoice@nmusd.us. Invoices must show purchase order number, description of items purchased, unit prices, and all applicable taxes. Invoices not including the proper purchase order number may experience delayed payment. Payment will be made on completion of the order. NMUSD payment terms are Net 30.

All invoices must indicate the total quantity purchased, unit price awarded under the contract, any variance to that unit price (if any), and the extended cost of the items purchased. Invoices that do not reflect these items will be returned to the vendor for corrections and will not be paid until the invoice reflects all components listed above.

23. Administrative and Legal Requirements

Vendors must meet Administrative and Legal Requirements included in this RFP and as outlined in **Attachment A**.

24. Indemnification and Insurance Requirements

- **Indemnification**

The Vendor will agree to indemnify, defend, and save harmless the NMUSD, its officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement and from and against any and all injuries, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by acts or negligence of vendor in the performance of this agreement.

- **Insurance**

The Vendor will maintain general liability insurance, automobile coverage, and workers compensation coverage in such an amount as specified in **Attachment B**. NMUSD shall be named as additional insured on a separate endorsement with respect to the general liability coverage. The Provider agrees to provide copies of the required policies of insurance to NMUSD. A certificate of insurance or letter is required from vendor's insurance broker indicating compliance or ability to comply with the insurance requirements as stated below shall be provided with vendors' Proposals. Actual certificates and additional insured endorsements naming NMUSD as additional insured will be required to be delivered prior to execution of the final contract.

25. Prevailing Wage

Bidder is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is 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, Bidder agrees to fully comply with such Prevailing Wage Laws. District shall provide Bidder with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Bidder shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at Bidder's principal place of business and at the project site. Bidder shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Bidder and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

ATTACHMENT A

ADMINISTRATIVE AND LEGAL REQUIREMENTS

1. Fingerprinting and Criminal Records Check.

Provider shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Provider shall not permit any employees to have any contact with Newport Mesa Unified School District (NMUSD) pupils or be present on any NMUSD school site until such time as Provider has verified in writing to the governing board of the NMUSD that such employee has not been convicted of a felony as defined in Education code 45125.1. Provider's responsibility shall extend to all employees, subcontractors, and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the NMUSD and/or acting as independent Providers of the Provider. Verification of compliance with this section shall be provided in writing to the NMUSD prior to the commencement of participation in the agreed project and prior to contact with students.

2. Health Examination.

No person shall be initially allowed to interact with students unless he/she has placed on file with the Provider or NMUSD a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406).

3. Assignment.

This agreement shall not be assigned by the Provider in whole or in part without the consent in writing from NMUSD.

4. Successors and Assigns.

This resulting contract shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

5. Governing Law and Jurisdiction.

The Contract(s) will be governed and interpreted under the laws of the State of California.

6. Amendments; Waivers.

Except as otherwise provided in the Contract including the License Contract if separate, no modification to either Contract will be binding unless in writing and signed by an authorized representative of both parties.

7. Severability.

If a court of competent jurisdiction holds that any provision of the Contract (s) is invalid or unenforceable, the remaining portions of the Contract(s) will remain in full force and effect, and

the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Contract(s).

8. Insurance

In the event that Provider shall fail to maintain and keep in force the insurance requirements as stated in **Attachment B** of this RFP and certificates of insurance with the separate additional insured endorsements verifying insurance coverage NMUSD shall have the right to modify, cancel and/or terminate the resulting contract forthwith and without notice.

NMUSD shall have the right to require higher levels of insurance if deemed necessary solely by NMUSD.

9. Independent Contractor

Providers will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of NMUSD. None of the provisions of any resulting contract is intended to create, nor will they be deemed or construed to create any relationship between the parties other than that of independent parties contracting with each other for purpose of effecting the provisions of any resulting contract. The parties are not, and will not be construed to be, in a relationship of joint venture, partnership or employer-employee. Neither party will have the authority to make any statements, representations, or commitments of any kind on behalf of the other party, except with the written consent of the other party.

Providers will be solely responsible for the acts and omissions of its officers, agents, employees, Providers, and subcontractors, if any. NMUSD will be solely responsible for the acts and omissions of its officers, agents, employees, Providers, and subcontractors, if any. Providers' personnel rendering services under any resulting contract will not have any of the rights or privileges of NMUSD or State employees. Providers and its agents, employees and subcontractors will not have any claim against the NMUSD or State for any employment privileges and benefits, including but not limited to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, unemployment benefits, disability benefits, etc.

Notwithstanding any reference to a managed care plan or system of care, Providers will act as an entity separate and apart from NMUSD, and will be considered Independent Providers for all purposes, including liability and litigation.

10. Non-Discrimination.

No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

11. Conflict of Interest.

Before executing a Contract with NMUSD, the Provider shall disclose to the NMUSD the identities of any board member, officer, or employee of the NMUSD, or relatives thereof, who the Provider knows of should know will have any financial interest resulting from this agreement.

12. Force Majeure.

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under the Contract(s) due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental acts including by not limited to failure or refusal to appropriate funds or failure of the Internet (not resulting from the actions or inactions of the vendor), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

13. Entire Contract.

The final Contract(s) that is negotiated based on the results of this RFP shall supersede all previous Contracts and representations of, between or on behalf of both parties with respect to its subject. The Contract(s) shall contain all of provider and NMUSD warranties, understandings, terms, conditions, covenants, and representations. Neither the vendor nor NMUSD will be liable for any Contracts, warranties, understandings, terms, conditions, covenants, or representations not expressly set forth or referenced in the Contract(s). Any additional provisions in purchase orders, invoices or similar documents will be unenforceable.

14. Notices.

Any notice under the Contract(s) must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address supplied by the provider and to the address designated for receipt of notices, or as may be provided by both parties.

15. Non-Collusion.

By submitting a proposal, the provider hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of the License Contract, and that the provider firm has received from NMUSD no incentive or special payments, or considerations not related to the provision of products and services described in the License Contract.

16. Payment Terms.

NMUSD shall pay the provider, the fees specified in the Contract(s) within thirty (30) days from the date of invoice.

17. Cost of Bid Preparation

NMUSD will not pay any costs incurred in bid preparation, presentation, demonstration, or negotiation, and does not commit to procure or contract for any services. All costs of proposal preparation shall be borne by the Provider.

18. Confidential and Proprietary Information

All materials received in response to this Request for Qualifications may be made available to the public. If any part of a vendor's proposal is proprietary or confidential, the provider must so identify and so state. NMUSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

All materials received in response to this Request for Proposal may be made available to the public to the extent required or permitted by law. If any part of a Provider's proposal is proprietary or confidential, the Provider must so identify and so state. NMUSD reserves the right to retain all bids submitted, whether or not the bid was selected or judged to be responsive.

Provider understands and agrees that Provider may have access to private or confidential information which may be owned or controlled by the NMUSD and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to the NMUSD, its employees or students. Provider also understands and agrees that the disclosure of such information may violate state and/or federal law

and may subject the Provider to civil liability and/or subject the NMUSD to a loss of State and/or Federal funding. Consequently, Provider agrees that all information disclosed by the NMUSD to the Provider, including all Pupil Records (as that term is defined in California Education Code Section 49076) shall be held in confidence and used only in performance of the Contract. Provider shall exercise the same standard of care to protect such information as is used to protect its own proprietary data.

Except as otherwise provided, all data provided to Provider and its subcontractors and/or agents is confidential. Provider shall become familiar with the State of California privacy laws, including HIPPA, and comply with HIPPA and all other laws pertaining to confidentiality of student information as they apply to the Provider's performance of the work under Contract that is issued as a result of this RFQ. Provider and the NMUSD shall enter into a HIPAA Confidentiality Contract concurrent with the signing of a resulting Contract. Provider shall retain records relating to services provided under this agreement in accordance with the NMUSD's legal obligations to retain records as set forth in 5 CCR section 16020 *et seq.*

ATTACHMENT B

INSURANCE REQUIREMENTS

Without limiting the Provider's indemnification of NMUSD, the Provider shall provide and maintain at its own expense, during the term of the Agreement(s), or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of an Agreement, the Provider shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained along a separate special endorsement executed by the insurance carrier which actually modifies the Provider's insurance policy to include Newport Mesa Unified School District, 2985 Bear St., Bldg. A, Costa Mesa, CA 92626 as additionally insured. In addition, a certified copy of the policy or policies shall be provided by the Provider upon request.

This verification of coverage shall be sent to the Purchasing Department at NMUSD, unless otherwise directed. The Provider shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the NMUSD. This approval of insurance shall neither relieve nor decrease the liability of the Provider.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A: VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by NMUSD.

C. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- c. Products/completed operations aggregate - \$2,000,000
- d. Personal injury - \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. Products/Completed
- c. Contractual liability, expressly including liability assumed under the resulting agreement.
- d. Personal Injury liability
- e. Owners' and Providers' Protective liability
- f. Severability of interest

3. General liability coverage shall include the following endorsements, copies of which shall be provided to NMUSD:

- a. **Additional Endorsement:**
Insurance afforded by this policy shall also apply to NMUSD, and members of the Board of Trustees, and the officers, agents, and employees of the NMUSD, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the work occurs, and they shall be named on the policy as additional insured (if applicable).
- b. **Primary Insurance Endorsement:**
Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the NMUSD, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.
- c. **Notice of Cancellation or Change of Coverage Endorsement:**
Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified NMUSD insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the NMUSD.
- d. **Contractual Liability Endorsement:**
Insurance afforded by this policy shall apply to liability assumed by the insured under written agreement with the NMUSD.
- e. **Sexual Abuse and Molestation:**
Abuse protection may be applied as an endorsement to the general liability policy. If sexual abuse and molestation is not endorsed in the general liability, a stand-alone policy is required.

4. **Automobile Liability Insurance**

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

5. **Workers' Compensation and Employer's Liability Insurance**

- a. Statutory California Workers' Compensation coverage including broad form all- states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

6. **Professional Errors and Omissions Liability Insurance**

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/ aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than twenty-five thousand dollars (\$25,000) per occurrence/event.

7. **Technology Professional Errors and Omissions Liability Insurance**

Coverage shall be in an amount of not less than two million dollars (\$2,000,000.00) per occurrence/ aggregate.

8. **Claims Made Coverage**

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Provider's start of work (including subsequent policies purchased as renewals or replacements).
- b. Provider will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Provider agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

D. Special Provisions

The following provisions shall apply to the resulting agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Provider and any approval of said insurance by the NMUSD or its insurance provider(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Provider pursuant to the resulting agreement, including but not limited to the provisions concerning indemnification.
2. The NMUSD acknowledges that some insurance requirements contained in the resulting agreement may be fulfilled by self-insurance on the part of the Provider. However, this shall not in any way limit liabilities assumed by the Provider under the resulting agreement. Any self- insurance shall be approved in writing by the NMUSD upon satisfactory evidence of financial capacity. Provider's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self- insurance retentions.
3. Should any of the work under the resulting agreement be sublet, the Provider shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Provider may insure subcontractors under its own policies.
4. The NMUSD reserves the right to withhold payments to the Provider in the event of material noncompliance with the insurance requirements outlined above.

SCOPE OF SERVICES, PERFORMANCE AND SERVICE REQUIREMENTS

Purpose of the Proposal

The Newport Mesa Unified School District is seeking proposals to provide as needed cafeteria equipment repair at NMUSD including all administrative offices and Elementary, Middle and High Schools as described in the following scope of services (SOW).

General

This scope of work includes the furnishing of all labor, materials, equipment, licenses, and permits required to perform as needed repair of cafeteria equipment at all NMUSD sites.

NMUSD shall provide no staff assistance to escort the contractor to on-site kitchens, access to any cafeteria or area of any school where repair or maintenance is required.

The District is seeking qualified and experienced personnel who are EPA certified by a nationally recognized certification organization acceptable to NMUSD. The bidding contractor shall provide EPA certificates for no less than two repair technicians who will provide services to NMUSD.

To have consistency in services provided and communication between NMUSD and the awarding vendor, NMUSD is requesting that each proposal includes providing a single point staff/technician who will service NMUSD's sites on a regular basis. This staff/technician should be certified to service all equipment at NMUSD.

District Overview

Newport-Mesa Unified School District (NMUSD), established in 1966, serves approximately 18,000 students in grades TK-12 across a diverse and dynamic educational community located in Orange County, California. The district encompasses the cities of Newport Beach, Costa Mesa, and surrounding areas.

NMUSD operates a total of 32 school sites, which include:

- Twenty-two (22) elementary schools
- Two (2) intermediate (middle) schools
- Two (2) 7-12 middle/high schools
- Two (2) 9-12 high schools
- Four (4) alternative education programs

Location of Services:

Adams (TK-6)	2850 Club House Road, Costa Mesa CA 92626
Andersen (TK-6)	1900 Port Seabourne Way, Newport Beach Ca 92660
California (TK-6)	3232 California Street, Costa Mesa CA 92626
College Park (TK-6)	2380 Notre Dame Road, Costa Mesa CA 92626
Davis Magnet School (K-6)	1050 Arlington Drive, Costa Mesa CA 92626
Eastbluff (TK-6)	2627 Vista del Oro, Newport Beach CA 92660
Harbor View (TK-6)	900 Goldenrod Avenue, Corona del Mar CA 92625

Kaiser (3-6)	2130 Santa Ana Ave, Costa Mesa CA 92627
Killybrooke (TK-6)	3155 Killybrooke Lane, Costa Mesa CA 92626
Lincoln (TK-6)	3101 Pacific View Drive, Corona del Mar CA 92625
Mariners (TK-6)	2100 Mariners Drive, Newport Beach CA 92660
Newport (TK-6)	1327 W. Balboa Blvd., Newport Beach CA 92660
Newport Coast (TK-6)	6655 Ridge Park Road, Newport Coast CA 92657
Newport Heights (TK-6)	300 E. 15th Street, Newport Beach CA 92663
Paularino (TK-6)	1060 Paularino Avenue, Costa Mesa CA 92626
Pomona (TK-6)	2051 Pomona Avenue, Costa Mesa CA 92627
Rea (TK-6)	661 Hamilton Avenue, Costa Mesa, CA 92627
Sonora (TK-6)	966 Sonora Road, Costa Mesa, CA 92626
Victoria (TK-6)	1025 Victoria Street, Costa Mesa, CA 92627
Whittier (TK-6)	1800 Whittier Avenue, Costa Mesa, CA 92627
Wilson (TK-6)	801 Wilson Street, Costa Mesa, CA 92627
Woodland (TK-2)	2025 Garden Lane, Costa Mesa, CA 92627
Back Bay High School (9-12)	390 Monte Vista Avenue, Costa Mesa, CA 92627
Corona del Mar Middle	2101 Eastbluff Drive, Newport Beach, CA 92660
Costa Mesa Middle and	2650 Fairview Road, Costa Mesa, CA 92626
Early College High	2990 Mesa Verde Drive, Costa Mesa, CA 92626
Ensign Intermediate	2000 Cliff Drive, Newport Beach, CA 92663
Estancia High School (9-12)	2323 Placentia Avenue, Costa Mesa, CA 92627
Monte Vista Independent	1003 Presidio Square, Costa Mesa, CA 92626
Newport Harbor High	600 Irvine Avenue, Newport Beach, CA 92663
TeWinkle Middle School (7-8)	3224 California Street, Costa Mesa, CA 92626
BESST Center	2045 Meyer Place, Costa Mesa, CA 92627
Ed Center	2985 Bear St, Costa Mesa CA 92626
Harper Center	425 E 18th St, Costa Mesa CA 92627
Lindbergh School	220 23rd Street, Costa Mesa CA 92627

The quantities and scope of work described herein are based on the best available estimates provided by Newport Mesa Unified School District Nutrition Services department. Actual repair needs may vary depending on the condition of the refrigeration units upon inspection and during the course of service. The District reserves the right to adjust the scope and quantities accordingly.

- **Freezers:** 82 units
- **Refrigerators:** 117 units
- **Dual Units (Fridge/Freezer combos):** 18 units

- **Ice Machines / Makers / Bins:** 38 units

Description by Category

Freezers

Includes various types such as:

- **Chest Freezers** (e.g., Kelvinator, Excellence, True)
- **Reach-In Freezers** (mostly Traulsen brand)
- **Countertop Freezers**
- **Display Freezers**
- **Ice Cream Freezers** (e.g., Schaefer, Norlake)
- **3-Door Freezers** (e.g., Traulsen)

Refrigerators

Includes various types such as:

- **Standard Top-Freezer Refrigerators** (e.g., GE, Frigidaire, LG)
- **Reach-In Refrigerators** (Traulsen, True, Victory)
- **Display Refrigerators**
- **Merchandise Refrigerators**

Dual Units (Fridge/Freezer Combos)

- Brands include GE, LG, Frigidaire, Danby
- Capacities range from 15.5 to 25 cu ft

Ice Machines/Makers/Bins

Includes various types such as:

- **Ice Makers** (e.g., Manitowoc, Ice-O-Matic, Scotsman, Hoshizaki)
- **Ice Bins**
- **Ice Dispensers**

On-Call As Needed Equipment Repair

Currently the district is requesting repair work on an as needed basis. To ensure uninterrupted food service operations and prevent spoilage of perishable items, the bidder must meet the following emergency response standards:

- **Response Time**
 - Standard Emergency: Technician must be on-site within 24 hours of receiving the service request.
 - Critical Emergency: If the failure affects food safety or meal service (e.g., milk cooler failure before breakfast service), technician must respond within 4 hours or provide a temporary solution.
- **Availability**
 - Emergency services must be available 24 hours a day, 7 days a week, including weekends, holidays, and school breaks.
 - A dedicated emergency contact line must be provided for Nutrition Services staff to report urgent issues.
- **Communication Protocol**
 - Contractor must notify the designated Nutrition Services contact upon dispatch and arrival.
 - If repair cannot be completed immediately, contractor must provide a status update and estimated time of resolution.
- **Escalation Procedure**
 - If initial response does not resolve the issue, contractor must escalate to senior technician or supervisor within 12 hours.

- District staff must be informed of escalation and next steps.
- **Diagnosis and Troubleshooting**
 - Perform full system diagnostics to identify mechanical, electrical, or refrigerant-related issues.
 - Use calibrated tools and EPA-compliant methods to assess system performance.
- **Repair and Replacement**
 - Replace or repair components such as:
 - Compressors
 - Evaporator coils
 - Condenser units
 - Thermostats and sensors
 - Door gaskets and seals
 - Fans and motors
 - All parts must be OEM or approved equivalents
- **Refrigerant Handling**
 - Recover, recharge, and dispose of refrigerants in accordance with EPA Section 608 regulations.
 - Maintain logs of refrigerant use and disposal for district records.
- **Temporary Solutions**
 - If repairs cannot be completed within 24 hours, contractor must:
 - Provide portable refrigeration units or
 - Assist in relocating food to alternate storage locations.
 - Coordinate with Nutrition Services to minimize disruption to meal service.
- **Documentation**
 - Each service call must include:
 - Date and time of service
 - Technician name
 - Equipment ID and location
 - Description of issue and resolution
 - Parts used and labor hours
 - Recommendations for follow-up or preventive maintenance

Preventative Maintenance to Existing Equipment

The district is requesting bidder to submit a preventative maintenance plan in response to this RFP. The contractor shall perform preventive maintenance on all refrigeration equipment located in school cafeterias twice per year (every six months). This service is designed to ensure optimal performance, extend equipment lifespan, and prevent unexpected failures that could disrupt Nutrition Services operations. Contractor shall provide all labor, parts, materials, and equipment needed to properly maintain and test the systems.

Depending on the refrigeration/freezer unit, the bidder shall be expected to provide the following bi-annual services on all equipment listed at all 32 school sites (location of services):

- Inspect and clean each unit's condensing and evaporator coils
- Check oil level in the compressor
- Parts to be greased or oiled if applicable
- Check refrigerant levels
- Check for cold air leaks
- Check temperature and defrosting frequency settings
- Inspect for unusual noise or vibration
- Check ice makers operation cycle and time and adjust cube size if necessary
- Check compressor and fan motor operation
- Check fan motors and blades and clean

- Check for correct amp draw
- Notify Nutrition Services if airflow to the evaporator is blocked by freezer stock and/or anything else
- Notify Nutrition Services if refrigerated cases are improperly loaded or blocking return vents
- Disassemble and thoroughly clean ice makers
- Inspect all parts for wear
- Check electrical connections
- Calibrate thermometers, repair and/or replace as necessary
- Ensure drain pans work properly and clean
- Replace water filter
- Check operation of ice machines
- Check and install new ice machine filters
- Check all condensers and compressors for proper operation
- Verify suction set-points and adapt as needed
- Check refrigerant lines for icing
- Replace non-operable light bulbs in refrigeration units as needed.
- Inspect/repair/replace door gaskets on all refrigerator doors.

The district reserves the right to opt out of the bi-annual preventative maintenance service at any time, without penalty, under the following conditions:

1. Budget Constraints: If funding for nutrition services is reduced, reallocated, or unavailable, the district may suspend or cancel preventative maintenance services.
2. Cost Evaluation: If the total cost of the preventative maintenance service exceeds the district's allocated budget or is deemed not cost-effective, the district may choose to discontinue the service.
3. Notice Requirement: The district will provide written notice to the contractor at least **30 days** prior to the scheduled service date if opting out.
4. No Future Obligation: Opting out of the preventative maintenance service does not affect the district's ability to request emergency services or reinstate preventative maintenance at a later date.

Warranty

Contractor guarantees that all service and repairs provided under this agreement will be performed in a workmanlike manner. Any claim for defective workmanship must be provided to the contractor by written notice prior to the termination date of this agreement upon which contractor agrees to remedy and redo any such service(s) in a timely manner without any additional cost to NMUSD. The contractor also warrants against defects in materials, and workmanship of all the contractor part(s) or component(s) supplied hereunder for a period of one year from the date the part(s) or component(s) are installed. If any part(s) or component(s) should prove defective during the aforementioned warranty period, the contractor shall repair or replace any such items, provided they were not damaged, abused, or affected by chemical properties. This warranty is in lieu of all other warranties, express, implied, or statutory, including the implied warranties of merchantability and fitness for a particular purpose. The contractor's obligation to repair, replace, or perform a service, on any defective part(s), component(s) or service will be exclusive under this agreement. Part(s), component(s) or services furnished by others to the contractor carry the same guarantee to NMUSD as the contractor receives.

EVALUATION CRITERIA

The following are the criteria by which NMUSD will evaluate proposals submitted in response to this RFP.

RFP EVALUATION CRITERIA	
Cost	45%
Customer Support	30%
Scope of Services	25%
Vendor Qualifications/Past Relationship with NMUSD/References	5%
RFP Response and packet completeness	5%
Total	100%

Costs

Overall cost of hourly labor rates (standard and emergency). Proposal offers highly competitive pricing with clear breakdowns of labor rates, parts costs, emergency service fees, and preventative maintenance. Pricing is reasonable, transparent, and aligns with market standards. Vendor demonstrates cost efficiency without compromising service quality.

Customer Support

Bidder demonstrates a comprehensive customer support program, including 24/7 availability, dedicated account representatives, rapid response times (within 4 hours for emergencies), clear communication protocols, and proactive follow-up. Provides names and qualifications of assigned personnel who will be handling the district account with nutrition services.

Scope of Services

Proposal provides a detailed and well-structured scope of services that fully addresses all aspects of refrigeration and freezer maintenance, including emergency repairs, preventative maintenance, parts replacement, diagnostics, compliance with health and safety regulations, and documentation. Services are tailored to the needs of NMUSD and demonstrate proactive planning and flexibility. Compliance with EPA and health/safety regulations.

Vendor Qualifications/Past Relationship with NMUSD/References

Vendor has extensive experience in school district refrigeration services and holds all relevant certifications and licenses. Vendor has a proven track record with NMUSD, demonstrating consistent high-quality service, timely responses, and strong communication. References and past performance evaluations are outstanding.

RFP Response and Packet Completeness

Submission is complete, well-organized, and professionally presented. All required documents, forms, and certifications are included and properly executed. Responses are clear, detailed, and directly address the scope and evaluation criteria.

PROPOSAL CHECKLIST

Proposal responses are to be organized simply and economically. Each Proposal shall be submitted in the following order with the following documents **ALL ITEMS BELOW ARE REQUIRED IN ORDER FOR THE PROPOSAL TO BE ACCEPTED AS A RESPONSIVE PROPOSAL:**

- ☐ Executive Summary: Each proposal will have a cover letter on organization letterhead including professional services, philosophy and business approach, experience with public educational projects, scope of projects, and additional data related to this RFP.
- ☐ Exhibit 1 - General Provider Information
- ☐ Exhibit 2 - List of References
- ☐ Exhibit 3 - Certificate of Non-Discrimination
- ☐ Exhibit 4 - Non-Collusions Declaration
- ☐ Exhibit 5 - Conflict of Interest Statement
- ☐ Exhibit 6 - Fingerprinting Requirements
- ☐ Exhibit 7 – Labor Rates Worksheet
- ☐ Exhibit 8 – Preventative Maintenance Cost Worksheet
- ☐ Exhibit 9 - Subcontractor Designation
- ☐ W-9 - (Required NMUSD form on PlanetBids)
- ☐ Certificate of Liability Insurance (Endorsed to Newport Mesa Unified School District upon award.)

Bidders are encouraged to use this page as a placeholder checklist to be inserted into their proposal package.



Refrigeration Control Company Inc.

470 RAILROAD STREET, CORONA CA 92882

Office 951-371-3000 Fax 951-371-3011

REFRIGERATION *AIR CONDITIONING

RFP 107-26 CAFETERIA EQUIPMENT REPAIR

Dear NUSD,

Refrigeration Control Company, Inc. ("RCC") has provided reliable commercial refrigeration and mechanical cooling services throughout Southern California since 1984, and has operated under the current ownership since 2006. RCC services Orange, Riverside, and San Bernardino Counties, specializing in the maintenance, repair, and installation of commercial refrigeration systems, walk-in coolers and freezers, ice machines, and HVAC equipment for a wide range of institutional and commercial clients.

Public education agencies represent a core component of our business. Approximately **40% of RCC's annual revenue is generated from School District contracts**, and we currently provide ongoing refrigeration and HVAC services to **more than 30 School Districts** across Southern California. Many of these relationships span **over 30 years**, demonstrating RCC's long-standing commitment to consistent performance, responsiveness, and customer satisfaction. Our additional client base includes major national fast-food brands such as McDonald's and El Pollo Loco, as well as a diversified mix of municipal, industrial, and private-sector organizations.

RCC has extensive experience addressing the unique operational and compliance needs of public educational facilities. From routine maintenance to emergency repairs, from small equipment such as milk cooler gaskets to the **largest walk-in cooler and freezer systems installed in Southern California School Districts**, our technicians are fully trained to deliver high-quality, code-compliant service in active school environments. Our scope of work regularly includes diagnostics, service and repair, planned maintenance, equipment replacement, energy-efficient upgrades, and full-system installations.

Our company philosophy is built on **honesty, integrity, and long-term client partnerships**. We maintain exceptionally low employee turnover, with many team members having been with RCC for decades. This stability contributes to consistent workmanship, deep technical expertise, and a service culture our clients rely on. Importantly, **RCC does not use a commission-based sales model**—our technicians are not incentivized in any way to sell parts or services. Their sole priority is providing accurate, dependable solutions that extend equipment life and reduce downtime for our customers.

RCC's business approach emphasizes responsiveness, transparent communication, safety, and a commitment to delivering measurable value to every district we serve. Our long-standing presence in the public education sector reflects both our technical competence and our dedication to supporting the operational needs of California's schools.

We look forward to the opportunity to support Newport-Mesa Unified School District with the same level of reliability and excellence that has defined RCC for more than four decades.

Peter Thomas, RCC President.

EXHIBIT 1 – GENERAL PROVIDER INFORMATION/SIGNATURE PAGE

The Provider shall furnish the following information. Failure to comply with this requirement will render the proposal incomplete and may cause its rejection. Please fill out the un-shaded sections in the form below. Also, additional sheets may be attached if necessary. "You" or "your" as used herein refers to the vendor's firm and any of its officers, directors, shareholders, parties, and principals.

General Provider Information/Signature Page		
Firm Name	REFRIGERATION CONTROL COMPANY INC.	
Firm Address	470 RAILROAD STREET, CORONA CALIFORNIA 92882	
Firm Telephone	951-371-3000	
Firm Fax Number	951371-3001	
Firm Email	SERVICE@COOLRCC.COM or INFO@COOLRCC.COM	
Type of Firm (Mark an 'X' for the appropriate one)	Individual	
	Partnership	
	Corporation	X
	Joint Venture	
Primary Contact Name	BILL O'HARE	
Primary Contact's Telephone	951-371-3000	
Primary Contact's Email	BILL@COOLRCC.COM	
Number of years of experience?	40 YEARS	
Has your firm, either performing work under its current license or under other licenses through other entities, including a joint venture, declared bankruptcy or been placed in receivership within the past ten (10) years? (Please answer Yes or No)	NO	
If Yes, explain		
Have you been assessed liquidated damages for any project in the past three years? (Please answer Yes or No)	NO	
If Yes, explain		
Are you currently or within the past five (5) years been involved in litigation with any public agency particularly any school district? (Please answer Yes or No)	NO	

General Provider Information/Signature Page	
If Yes, explain, and provide case name and number:	
Have you ever failed to complete a project in the last three years? (Please answer Yes or No)	NO
If yes, give the owner and details:	

Provider's Representations Provider understands, agrees, and warrants:

1. That Provider has carefully read and fully understands the information that was provided by NMUSD to serve as the basis for submission of this proposal.
2. That Provider has the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
3. All information contained in the proposal is true and correct to the best of Provider's knowledge.
4. That Provider did not, in any way, collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Provider in regard to the amount, terms, or conditions of this proposal.
5. That Provider did not receive unauthorized information from Any NMUSD staff member or Consultant during the Proposal period except as provided for in the Request for Qualifications package, addenda thereto, or the pre-proposal conference, if applicable.
6. That by submission of this proposal, the Provider acknowledges that NMUSD has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Provider and Provider hereby grants NMUSD permission to make said inquiries, and to provide any and all requested documentation in a timely manner.
7. That funding for any resulting contract is contingent on adequacy and availability.
8. To comply with NMUSD's insurance provisions, to provide appropriate indemnification for NMUSD and to hold NMUSD harmless from Vendor's performance of the contract.

Provider's Signature

No Proposal shall be accepted which has not been signed in ink in the appropriate space below:

PETER THOMAS

Print Name

PRESIDENT/CEO

Print Title

12/3/25

Signature

Date

EXHIBIT 2 – LIST OF REFERENCES

References – provide at least three (3) educational client references for which your proposed lead person and project team have performed similar services. Include school district names, addresses, contact name(s), and phone/fax numbers.

Reference # 1	
Contact Name	Kristin Hilleman
Contact Title	Director
Contact's Telephone	(949) 234-9501
Contact's Email Address	klhilleman@capousd.org
School District Name	Capistrano Unified School District
School District Address	32972 Calle Perfecto, San Juan Capistrano, CA 92675
Description of Services	Service, maintenance and repairs for refrigeration equipment & ice machines district wide

Reference # 2	
Contact Name	Sandra Banuelos
Contact Title	Senior Accountant
Contact's Telephone	(951) 253-7020
Contact's Email Address	sandra.banuelos@leusd.k12.ca.us
School District Name	Lake Elsinore Unified School District
School District Address	545 Chaney Street, Lake Elsinore, CA 92530
Description of Services	Service, maintenance and repairs for all refrigeration, freezer systems and ice machines located district wide

Reference # 3	
Contact Name	Liz Hernandez
Contact Title	Assistant Director
Contact's Telephone	(951) 571-7500 ext 17229
Contact's Email Address	lizhernandez@mvusd.net
School District Name	Moreno Valley Unified School District
School District Address	13911 Perris Boulevard, Moreno Valley, CA 92553
Description of Services	Service on Reach In Units, Reach In Freezer, Combo Reach In Units, Walk In Cooler, Walk In Freezer and ice machines. Maintenance service on all refrigeration and ice machines for the Nutrition Services department.

Reference # 4	
Contact Name	Josh Goddard
Contact Title	Director
Contact's Telephone	(714) 431-1900
Contact's Email Address	josh.goddard@sausd.us
School District Name	Santa Ana Unified School District
School District Address	1601 E Chestnut Avenue, Santa Ana, CA 92701
Description of Services	Service, maintenance and repairs for refrigeration equipment & ice machines district wide

EXHIBIT 3 – CERTIFICATE OF NONDISCRIMINATION
CERTIFICATE OF NONDISCRIMINATION BY SELLER

As a supplier of goods or services to the Newport Mesa Unified School District, the firm listed below certifies that it does not discriminate in its employment with regard to race, religion, creed, sex, national origin, or handicap; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.
2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services (especially those serving minority communities), and the minority communities at large.
3. To take affirmative steps to hire minority employees within the company.

REFRIGERATION CONTROL COMPANY INC.

PRINT OR TYPE FIRM'S NAME

PETER THOMAS

PRINT OR TYPE NAME AND TITLE OF PERSON SIGNING

Peter Thomas

SIGNATURE

12/3/25

DATE

Type text here

EXHIBIT 4 – NONCOLLUSION DECLARATION

(To Be Executed By Bidder and Submitted With RFP)

I, PETER THOMAS, declare as follows:

That I am the PRESIDENT/CEO of REFRIGERATION CONTROL COMPANY INC, the party making the attached RFP; that the attached bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the RFP is genuine and not collusive or sham; that the submitter has not directly or indirectly induced or solicited any other submitter to put in a false or sham bid, or that anyone shall refrain from submitting; that the submitter has not in any manner, directly or indirectly, sought by agreement, communication, or to fix any overhead, profit, or cost element of the RFP price, or of that of any other submitter, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the RFP are true; and further, that the submitter has not, directly or indirectly, submitted his or her RFP price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, RFP depository, or to any member or agent thereof to effectuate a collusive or sham RFP.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this 3RD day of DECEMBER, 20 25, at

470 RAILROAD STREET, CORONA CALIFORNIA 92882, California.

PETER THOMAS

Print Name

PRESIDENT/CEO

Print Title

Signature

Peter Thomas

12/3/25

Date

EXHIBIT 5 – CONFLICT OF INTEREST

(This form must be filled out, signed, dated and submitted by all persons seeking to serve as a Provider to the District.)

Board Policy 3600 of the Newport Mesa Unified School District provides in part:

“Independent contractors shall submit a written conflict of interest statement disclosing financial interests as determined necessary by the Superintendent or designee, depending on the range of duties to be performed by the consultant. The Superintendent or designee shall consider this statement when deciding whether to recommend approval of the contract.

Any consultant hired by the district who is subject to the filing requirements in the district's conflict of interest code shall file a Statement of Economic Interests within the time period required by law. (Government Code 87302).”

The Superintendent has determined that all persons seeking to serve as a Provider to the District shall fill out truthfully, sign, date and submit the Conflict of Interest Statement prior to performing any Provider work or services for the District.

I, PETER THOMAS hereby certify the following:

(NAME OF PROVIDER'S DESGINEE)

1. I am not an employee of the District and no member of my immediate family¹ is an employee of the District.
2. Within the past 12 months, neither I nor any member of my immediate family¹ has been a member of the Board of Trustees of the District.
3. Neither I nor any member of my immediate family¹ has been a member of the District's Citizens Bond Oversight Committee for the District's Bond Program.
4. Within the past 12 months, neither I nor any member of my immediate family¹ has provided or made, and will not provide or make, any promise of any gift² of any kind (money, meals, goods, services, entertainment tickets, etc.), in-kind services, commission, or fully or partially expense-paid trips to any District Board Member, District employee or District Provider whose responsibilities include the selection of District Providers or the evaluation, supervision or oversight of District Provider (a “Responsible Employee³”), except:

N/A

5. I do not employ or retain, and will not employ or retain, any current District Responsible Employee as a Provider, independent provider or employee during the term of my agreement with the District.
6. I am authorized to make, and do make, this certification on behalf of

REFRIGERATION CONTROL COMPANY INC.

(NAME OF ORGANIZATION)

The foregoing certifications are true and correct. I make this certification under penalty of perjury under the laws of the State of California.

Peter Thomas

PRINTED NAME OF DESIGNEE

PRESIDENT/CEO

PRINTED TITLE

Peter Thomas

SIGNATURE OF DESIGNEE

12/3/25

SIGNATURE DATE

EXHIBIT 6 – CERTIFICATION BY CONTRACTOR CRIMINAL RECORDS CHECK

To the Governing Board of Newport Mesa Unified School District,

I, REFRIGERATION CONTROL COMPANY INC. certify that:

Name of Contractor

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the service that is the subject of the Contract (check all that applies):

X YES

The Contractor has complied with the fingerprinting requirements of Education Code Sections 33192, 33915, and 45125 et al., with respect to all Contractor's employees and all of its sub-Contractors' employees who may have a contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1, as well as all other applicable legislative and penal codes that may be referenced in this Section. A complete and accurate list of Contractor's employees and of all of its sub-Contractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto: and/or

_____ Pursuant to Education Code Section 45125.2, Contractor certified that all employees will be under the continual supervision of, and monitored by, an employee(s) of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee(s) who will be supervising Contractor's employee(s) and its sub-Contractors' employee(s) is/are:

Name and Title:

See attached Criminal Records Check Employee Name List (page 2 of this form)

_____ The Work on the Contract is at an unoccupied school site and no employee and/or sub-Contractor or supplier of any tier of Contract shall come in contact with the District pupils.

Contractor's responsibility for criminal background clearance extends to all of its employees, sub- sub-Contractors, and employees of sub-Contractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Contractors or suppliers of the Contractor.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at CORONA , California on 12/3/25 Date

Peter Thomas

Signature

PETER THOMAS

Typed or printed name

470 RAILROAD STREET, CORONA CALIFORNIA 92882

Address

PRESIDENT/CEO

Title

951-371-3000

Telephone

CRIMINAL RECORDS CHECK

INSERT NAMES OF EMPLOYEES WHO MAY COME IN CONTACT WITH PUPILS

>>> Use Additional Copies of This Page as Needed and Update Names as Required by Contract <<<

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported to the District immediately.

Name of Contractor: REFRIGERATION CONTROL COMPANY INC.

Date: 12/3/25

	NAME OF EMPLOYEE (S)	PROJECT POSITION
1.	BILL O'HARE	MANAGER
2.	TIM MCGRAUTH	ASSISTANT MANAGER
3.	ALEX O HARE	SERVICE TECHNICIAN
4.	ALEX PAZ	SERVICE TECHNICIAN
5.	ALEX SALAZAR	SERVICE TECHNICIAN
6.	ANDREW GARCIA	SERVICE TECHNICIAN
7.	BRANDON HILL	SERVICE TECHNICIAN
8.	CALVIN SHORT	SERVICE TECHNICIAN
9.	CRAIG WILSON	SERVICE TECHNICIAN
10.	DAVID AGUIRRE	SERVICE TECHNICIAN
11.	DERRICK FREY	SERVICE TECHNICIAN
12.	DON MILLER	SERVICE TECHNICIAN
13.	ERIC SANDHURST	SERVICE TECHNICIAN
14.	FRANK HERNANDEZ	SERVICE TECHNICIAN
15.	GUY SMITH	SERVICE TECHNICIAN
16.	HARLEY ACUNA	SERVICE TECHNICIAN
17.	JAY ALVAREZ	APPRENTICE
18.	MARLON FRANCO	SERVICE TECHNICIAN
19.	OCTAVIO PEREZ	SERVICE TECHNICIAN
20.	TONY OSUNA	SERVICE TECHNICIAN

EXHIBIT 7 – LABOR RATES WORKSHEET

Complete hourly labor rate for each type of technician (i.e. apprentice, journeyman etc.) for each category of work hours (i.e. standard time, overtime, holidays, etc.).

TECHNICIAN TYPE	WORK HOUR CATEGORY	HOURLY RATE
Journeyman	Prevailing Wage Standard Time	\$230.00
Journeyman	Prevailing Wage Overtime	\$345.00
Journeyman	Prevailing Wage Double Time	\$402.50
Journeyman	Holidays	\$402.50

Indicate when hourly charge begins and ends; and the smallest portion of an hour for which a charge will be made. (min/max)

There will be a minimum charge of 1.5 hours for the initial service call (the first hour of service, travel time and service).

EMERGENCY, AFTER HOURS, SATURDAYS, SUNDAYS AND HOLIDAY RATES

Required work for emergencies, after normal business hours 6:00 AM – 3:00 PM Monday through Friday and on Saturdays, Sundays, and holidays, travel and labor time will be charged as follows:

Hourly Service Rate-Emergency straight time	\$345.00
Hourly Travel Time Rate/mile	\$53.24
Hourly Service Rate, after hours & weekends	\$402.50

Indicate when hourly charge begins and ends; and the smallest portion of an hour for which a charge will be made. (min/max)

There will be a minimum charge of 1.5 hours for the initial service call (the first hour of service, travel time and service).

Other:

REPAIR CHARGES	
Fee/Overhead & Profit – Self Performed Work (as a percentage of direct costs for repairs related to services in this proposal). This percentage shall be inclusive of all mark-up for self-performed work.	20%
Fee/Overhead & Profit – Sub-Contractor Performed Work (as a percentage of direct costs for repairs related to services in this proposal). This percentage shall be inclusive of all mark-up for sub-contracted work if applicable.	10%
Fee/Overhead & Profit – Equipment Rental (as a percentage of direct costs for repairs related to services in this proposal). This percentage shall be inclusive of all mark-up for rental equipment.	10%
Fee/Overhead & Profit – Materials (as a percentage of direct costs for repairs related to services in this proposal). This percentage shall be inclusive of all mark-up for the cost of materials.	10-100%

EXHIBIT 8 – PREVENTATIVE MAINTENANCE COST WORKSHEET

Preventative Maintenance to Existing Equipment

The district is requesting bidder to submit a preventative maintenance plan in response to this RFP. The contractor shall perform preventive maintenance on all refrigeration equipment located in school cafeterias twice per year (every six months). This service is designed to ensure optimal performance, extend equipment lifespan, and prevent unexpected failures that could disrupt Nutrition Services operations. Contractor shall provide all labor, parts, materials, and equipment needed to properly maintain and test the systems.

Depending on the refrigeration/freezer unit, the bidder shall be expected to provide the following bi-annual services on all equipment listed at all 32 school sites (location of services):

- Inspect and clean each unit's condensing and evaporator coils
- Check oil level in the compressor
- Parts to be greased or oiled if applicable
- Check refrigerant levels
- Check for cold air leaks
- Check temperature and defrosting frequency settings
- Inspect for unusual noise or vibration
- Check ice makers operation cycle and time and adjust cube size if necessary
- Check compressor and fan motor operation
- Check fan motors and blades and clean
- Check for correct amp draw
- Notify Nutrition Services if airflow to the evaporator is blocked by freezer stock and/or anything else
- Notify Nutrition Services if refrigerated cases are improperly loaded or blocking return vents
- Disassemble and thoroughly clean ice makers
- Inspect all parts for wear
- Check electrical connections
- Calibrate thermometers
- Ensure drain pans work properly and clean
- Replace water filter
- Check operation of ice machines
- Check and install new ice machine filters
- Check all condensers and compressors for proper operation
- Verify suction set-points and adapt as needed
- Check refrigerant lines for icing

- Replace non-operable light bulbs in refrigeration units as needed.
- Inspect/repair/replace door gaskets on all refrigerator doors.

The district reserves the right to opt out of the bi-annual preventative maintenance service at any time, without penalty, under the following conditions:

1. Budget Constraints: If funding for nutrition services is reduced, reallocated, or unavailable, the district may suspend or cancel preventative maintenance services.
2. Cost Evaluation: If the total cost of the preventative maintenance service exceeds the district's allocated budget or is deemed not cost-effective, the district may choose to discontinue the service.
3. Notice Requirement: The district will provide written notice to the contractor at least **30 days** prior to the scheduled service date if opting out.

No Future Obligation: Opting out of the preventative maintenance service does not affect the district's ability to request emergency services or reinitiate preventative maintenance at a later date.

***Preventative Maintenance Plan Fee for Refrigerators & Freezers
2x per year***

Service	Pricing / Response	Notes
Please state annual cost of preventative maintenance services for coolers, freezers, and ice makers per scope of services. Price includes cost of labor, material, services and equipment.	\$25,000 per maintenance \$50,000 annual cost	
<u>Corrective Repairs</u> : please state hourly cost for labor to perform corrective repairs during normal school hours.	\$230.00	
<u>Corrective Repairs</u> : please state hourly cost for labor to perform corrective repairs after hours and weekends.	\$402.50	
<u>Corrective Repairs</u> : please state the trip charge cost (per completed repair)	\$53.24	
<u>Materials and Parts</u> : please state the percentage mark-up of actual invoice cost of parts and materials to perform corrective repairs.	10-100%	Based on more cost expense
<u>Warranty</u> : please state the warranty on labor performed during preventative maintenance.		Actual manufacturer's warranty with a minimum of 30 days
<u>Warranty</u> : please state the warranty on parts installed during preventative maintenance.		Actual manufacturer's warranty with a minimum of 30 days

EXHIBIT 9 – SUBCONTRACTOR DESIGNATION

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 41007), Division 5, Title 1 of the Government Code of the State of California, and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of the work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any on other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portions of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and only after finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

PORTION OF WORK	SUBCONTRACTOR	LOCATION & PLACE OF BUSINESS
N/A	N/A	

PETER THOMAS

PRINT OR TYPE FIRM'S NAME

PRESIDENT/CEO

PRINT OF TYPE NAME AND TITLE OF PERSON SIGNING

Peter Thomas

12/3/25

SIGNATURE

DATE