Ocean View
School District
Food and Nutrition Services

REQUEST FOR PROPOSAL
RFP#2627
FOOD SERVICE TRUCK

Ocean View School District
Food and Nutrition Services
17200 Pinehurst Lane; Building B
Huntington Beach, CA 92647

Jim Riner
Director of Food and Nutrition Services
Office: 714-847-2551 ext. 1450
jriner@ovsd.org

Proposals Due:
March 25, 2026 at 2:00 PT

THE TERMS AND CONDITIONS OF THIS RFP ARE GOVERNED BY THE APPLICABLE STATE AND FEDERAL LAWS.

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RFP SCHEDULE OF EVENTS

Date	Event
March 9, 2026	Release and advertisement of RFP#2627-01 Food Service Truck
March 19, 2026, 10:00am	Pre-Bid Zoom Conference (Public Q&A) Link to join: https://bit.ly/3Ng1hoe
March 20, 2026, 2:00pm	Deadline for submission of written questions to the District concerning RFP#2627-01 Food Service Truck
March 25, 2026 2:00pm	Deadline for all submissions of RFP#2627-01 Food Service Truck
March 25, 2026 2:01pm	Opening of Proposals (not public)
March 25 - April 1, 2026	Evaluation of Proposals and Vendor Interviews (if necessary)
April 3, 2026	Estimated date of RFP Award Notification/s sent out
April 14, 2026	Estimated date of approval and award by the Board of Trustees
April 15, 2026	Contract Start Date

OVSD will use every effort to adhere to the schedule. However, OVSD reserves the right to amend the schedule, as it deems necessary, and will post a notice of amendment at https://www.ovsd.org/departments/purchasing#fs-panel-29006

Proposers are advised that the District reserves the right to amend this RFP at any time. Amendments will be done formally by providing written amendments to all potential Proposers known to have received a copy of the RFP. Proposers must acknowledge receipt of any and all RFP amendments. This shall be done by signing the Acknowledgement of Amendment(s) to RFP form. If a Proposer desires an explanation or clarification of any kind regarding this RFP, the Proposer must make a written request for such explanation. Requests should be addressed via email to:

Bidder request for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via email to Jim Riner, Director Food and Nutrition Services, at jriner@ovsd.org, All requests must be submitted no later than **March 20, 2026 2:00 PT**. Any request made after such date shall not be responded to.

The District will advise all Proposers known to have received a copy of the RFP of the explanation or clarification, by email or by formal RFP amendment via email as the District may in its sole discretion deem appropriate.

NOTICE TO BIDDERS
REQUEST FOR PROPOSAL #2627-01

Pre-Bid Conference:
For any questions regarding the Food Service Truck RFP, please join the Pre-Bid Conference on March 19, at 10:00am PT, zoom link to join: https://bit.ly/3Ng1hoe. We encourage all vendors to ask questions to ensure clarity and understanding of the requirements.

The Ocean View School District will receive a sealed Request for Proposal (RFP) from builders of commercial Food Trucks for the District's Food and Nutrition Services Program.

Sealed Bids must be received prior to **Wednesday, March 25, 2026, 2:00pm PT**

Provider to submit: (1) USB - Electronic RFP version

Electronic submissions shall be delivered to the **Food and Nutrition Services Department** no later than **March 25, 2026, 2:00 PT.**

Electronic version Proposals will be submitted with the following sections saved as separate files. and clearly labeled.

1. Item List (filled out) in spreadsheet format (.xlsx or .gsheet)
2. Item List in PDF format
3. Completed Scope of Work with Estimated Build Schedule
    a. includes powertrain and related systems performance data, capacities, illustrations and brochures of proposed kitchen equipment, dimensions and all other technical specifications required to complete the build
4. Completed Vendor Questionnaire
5. Certificate of Liability Insurance
6. The remaining portions of the proposal may be saved as one file. Items 1-4 may be included in this file, but must be saved separately under their own file names as well.

All proposals sent after scheduled closing time for receipt of proposals will not be considered. RFPs received later than the designated time, and specified date will be deemed non-responsive. Hardcopies and Facsimile (FAX) copies of the proposal will not be accepted. The District requires the price sheet attachment in Excel format.

The District reserves the right to reject any or all proposals. The award of this solicitation is conditional on the winning bidder(s) accepting the terms of the RFP. Proposals and any other information submitted by respondents in response to this RFP shall become the property of the District. Notwithstanding any indication by Contractor of confidential contents, and with the exception of bona fide confidential information, contents of awarded proposals are public documents subject to disclosure under the California Public Records Act after award. The District will not provide compensation to Contractors for any expenses incurred by the Contractors

for proposal preparation or for any demonstration that may be made. Contractors submit proposals at their own risk and expense.

Ocean View School District
Food and Nutrition Services

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Food and Nutrition Services
17200 Pinehurst Lane; Building B
Huntington Beach, CA 92647
Telephone: 714-847-2551 ext. 1450

REQUEST FOR PROPOSAL (RFP)- COVER SHEET

FOOD SERVICE TRUCK
REQUEST FOR PROPOSAL 2627-01

This is a request for proposal (RFP) for Food Service Truck (RFP#2627-01 Food Service Truck) for the Ocean View School District 2025-2026 school year. An RFP packet may be obtained from the Purchasing Department website or by calling 714-847-2551 ext. 1450 or emailing Jim Riner at jriner@ovsd.org. Please submit pricing on items to be furnished by the vendor on the attached sheets in accordance with all conditions and specifications.

U.S. DEPARTMENT OF AGRICULTURE NONDISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the state or local agency that administers the program or contact USDA through the Telecommunications Relay Service at 711 (voice and TTY). Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail:
U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW, Mail Stop 9410
Washington, D.C. 20250-9410;

fax:
202-690-7442; or

email:
Program.Intake@usda.gov
This institution is an equal opportunity provider.

PROPOSAL SUBMISSION CHECKLIST - Attachment "1"

TO BE SUBMITTED WITH PROPOSAL

Bidder Name:_____

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☐ Proposal Submission Checklist (This Sheet) - Attachment "1"
- ☐ Request For Proposal Signature Page - Attachment "2"
- ☐ Evaluation Criteria - Attachment "3"
- ☐ Vendor Questionnaire - Attachment "4"
- ☐ References - Attachment "5"
- ☐ Non-Collusion Declaration - Attachment "6"
- ☐ Workers' Compensation Certificate - Attachment "7"
- ☐ Drug-Free Workplace Certification - Attachment "8"
- ☐ Equal Opportunity Employment - Attachment "9"
- ☐ Certification And Disclosure Statements - Attachment "10"
- ☐ Suspension And Debarment Certification - Attachment "11"
- ☐ Certification Regarding Lobbying - Attachment "12"
- ☐ Iran Contracting Act Of 2010 Compliance Affidavit - Attachment "13"
- ☐ Clean Air And Water Certification - Attachment "14"
- ☐ Itemized Bid List – Attachment "15"
- ☐ Scope of Work (Your own version)
- ☐ Addenda - Signed

GENERAL TERMS AND CONDITIONS

1. **GENERAL** - This information to bidders is in addition to any instructions or conditions in the contract document. Companies interested in proposing should request appropriate documents from Jim Riner at the address listed below, email **jriner@ovsd.org** or for document assistance, call Jim Riner at 714-847-2551 ext. 1450.

2. **RFPS** - To receive consideration, Proposals shall be made per the following instructions. The Ocean View School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service delays or mistaken delivery. All bidders will be responsible for obtaining any addendums or amendments to the RFP. Questions or comments regarding this RFP must be written and received by the Ocean View School District – Attention – Jim Riner no later than March 20, 2026. E-mail questions to **jriner@ovsd.org**. The District shall not be obligated to answer any questions received after the above-specified deadline or any inquiries submitted in a manner other than those instructed above.

3. **SCOPE OF WORK** - The District is located in Orange County and is looking to purchase a fully functional Food Service Truck to remotely prepare and serve hot and cold meals, maintaining all food and health safety requirements by City, County and State rules and regulations. The vehicle will consist of a Food Service Truck with a built-in Mobile Kitchen. This vehicle must be able to operate with local electric utilities and by electric battery power/solar; local fresh water supplies and independently with its own water supplies; along with collection and disposal of gray water. This RFP defines the program, the products and the services that are being sought from the Bidders and generally outlines the program requirements.

   The District is seeking to:

   a. Procure a high quality Food Service Truck at the best possible price.
   b. Utilize a Food Service Truck Vendor who will support the District with training, warranty, installation, and equipment removal and disposal as needed.
   c. Procure equipment that are compatible with and functions equivalent to the listed brands in the Item List.
   d. Partner with a Food Service Truck vendor that will provide excellent customer service.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before 2:00pm on March 25, 2026, after which the Proposals that have been received will be opened by the District. Proposals are to be verified before submission, as they cannot be corrected or withdrawn after proposals are opened. Envelopes containing a Proposal and USB

electronic copy must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date, and name of the bidder, and submitted to:

Ocean View School District
Food and Nutrition Services
Attn: Jim Riner
17200 Pinehurst Lane; Building B
Huntington Beach, CA 92647

- It is the Vendor's responsibility to ensure that the Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will not be accepted and will be returned unopened.
- The Ocean View School District reserves the right to reject any proposal and to waive any formality or irregularities in the Proposals.
- Questions regarding the RFP and RFP documents will only be accepted if submitted in writing. Submit questions to Jim Riner by email: jriner@ovsd.org or phone: 714-847-2551 ext. 1450. To receive consideration, RFPs/Proposals shall be made by the following terms:

5. **THE RFP** - All items on the form should be stated in figures, and the signatures of all individuals must be in longhand. The completed form should be without interlineations, alterations, or erasures. Original signatures are required on the RFP. The company representative authorized to sign the RFP contract and bind the company to all contractual obligations must sign the RFP in **blue ink**. An authorized officer shall sign the RFP under the correct firm name.

6. "**FAX" RFPs** - Facsimile copies of RFPs are not accepted.

7. **DEFINITIONS** - Responsible; a bidding party possessing the skill, judgment, integrity, and financial ability necessary to timely perform and complete the contract being bid. Responsive; an RFP that meets all of the specifications outlined in the RFP.

8. **WITHDRAWAL OF RFP** - RFPs may be withdrawn by the bidders before the time fixed for the opening of RFPs, but may not be removed for sixty (60) days after the opening of RFP. (Public Contract Code sections 5100 et seq.). Written confirmation before the time established for the RFP opening must be submitted.

9. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** - The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

10. **RFP NEGOTIATIONS** - An RFP response to any specific item of this RFP with terms such as "negotiable," "will negotiate," or of similar intent is considered as non-responsive to the particular item.

11. **PRICES** - Prices should be typed and shown as instructed on the RFP form for each item, in the amount of the quantity specified in the Itemized Bid List (Attachment 15). Errors may be crossed off and corrections made before RFP opening only and must be initialed in **blue ink** by the person signing the RFP or the bidder's authorized representative. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Orange County for products listed herein.

    Prices must be firm, all-inclusive and shall be based on the Bidder's offering which must adhere to the requirements of this RFP. All orders placed by the District will be delivered and invoiced at the Agreement price prevailing at the time the order is placed, regardless of the actual delivery date.

12. **ITEMIZED BID LIST -**
    a. The itemized bid list consists of all labor, materials, equipment and services necessary to complete assemblies and working systems.

    b. Incidental items not indicated in drawings nor mentioned in the specifications, that can legitimately and reasonably be inferred to belong to the work described or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, materials shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

    c. The District estimates equipment needs based on current requirements and historical replacement patterns. Because equipment damage, loss, and wear vary unpredictably, the District reserves the right to purchase items that may differ from those specifically listed in the inventory document. While specific equipment may vary, purchases will likely be the same or similar to what is listed.

    d. The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict bidders. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal in every particular way to the item specified, and must clearly state the brand and product number, such substitution shall be accepted only if determined by the District to be equal or superior in all

respects to that specified. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, the vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted. On all items where no brand names are indicated, bidders may offer products which will be subject to the District's evaluation. If the product offered is not acceptable by the District for the item specified, the bidder must furnish an acceptable product at the same price quoted in the original proposal submitted.

13. **TAXES** - Unless otherwise specified, taxes shall not be included in the prices quoted. The District will compute the state sales and use taxes. Federal excise taxes are not applicable to school districts.

14. **QUALITY OF MATERIALS OR SERVICES** - The vehicle shall be new (unused), current model year production or as specified on the bid form. The vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. The vehicle shall include (4) sets of keys, which shall be provided at the time of delivery. The manufacturer's regular new vehicle warranty shall apply to the vehicle purchased under this bid. The selling dealer shall register the vehicle as directed by the District. The District is exempt from registration fees and shall provide a signed application for exempt registration. Motor vehicle shall be at bid rates, which do include California property taxes and license fees. Tax exempt "E" plates or registration numbers will be obtained. All materials and the Food Truck furnished under this bid must conform to the specifications and are subject to inspection and acceptance or rejection by District personnel. The District reserves the right to reject and return the Food Truck at the risk and expense of the Successful Bidder, if it is defective, fails to meet specifications, or does not conform to the bid requirements. Upon written notice of rejection, the Successful Bidder shall have 30 business days to correct, repair, or replace the defective or non-conforming Food Truck at no additional cost to the District. If the Successful Bidder fails to cure the identified deficiencies within the specified time period, the District reserves the right to cancel the award and pursue any other remedies available under the contract or applicable law.

15. **WARRANTY -** The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures and equipment incorporated into the work.

    In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all work or equipment furnished on the job against all defects for a period of two (2) years after the later of the following dates, unless a longer period is provided in the contract documents.

At the District's sole option, Contractor shall repair or replace any and all work that may prove defective in workmanship and/or materials within a two (2) years period from the date of completion as defined above, unless a longer period is provided in the contract documents, without expense whatsoever to the District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within fifteen (15) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent loss to the District or to prevent interruption of operations of District, the District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believed are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantee provided in this article or elsewhere in the contract.

The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to the District all appropriate guarantee or warranty certificates as indicated in the specifications or upon request by the District.

16. **DISTRICT REQUIREMENTS** - The vehicle will consist of a Food Service Truck with a built-in Mobile Kitchen. This vehicle must be able to operate with local electric utilities and by electric battery power/solar; local fresh water supplies and independently with its own water supplies; along with collection and disposal of gray water. The Food Service Truck must meet all requirements by City, County and State rules and regulations to remotely prepare and serve hot and cold meals.

17. **MULTI-AGENCY PERMIT COMPLIANCE** The Contractor shall be responsible for preparing and submitting all required plans to the Orange County Health Care Agency, Environmental Health Division (OCHCA-EH), and any other applicable Authorities Having Jurisdiction (AHJs), and for obtaining all required plan approvals prior to commencing construction of the mobile food facility. The District Food Service Director shall pre-approve these plans prior to the contractor’s submission to any AHJ.

    The Contractor shall comply with all applicable requirements of the California Retail Food Code (CRFC), OCHCA-EH, Housing Authority, local city or county departments,

fire authority, and other AHJs during construction and shall ensure that all required construction-phase inspections are properly scheduled and passed. The mobile food facility shall be constructed in accordance with approved plans and applicable codes so that, upon completion, it is reasonably expected to pass required inspections without correction attributable to the Contractor's work. Any correction notice, failed inspection, or required reinspection resulting from the Contractor's work shall be promptly addressed by the Contractor at its sole cost. The District shall be responsible for obtaining the final operating health permit and any other operational licenses required after construction is completed. In the event the Contractor fails to correct noncompliant work, the District may arrange for corrective work, and the reasonable costs incurred may be invoiced to the Contractor or deducted from amounts otherwise due.

18. **ACCEPTANCE OR REJECTION OF RFP'S** - RFPs shall remain open, valid, and subject to acceptance for sixty (60) calendar days after the RFP opening.

19. **ALL RFP EXCEPTIONS** - All exceptions taken in response to this RFP must be stated clearly. Taking RFP exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the RFP. The governing board will determine the allowance of exceptions and whose decisions shall be final. Any RFP exceptions or additional conditions requested after the RFP closure, which is not detailed within the RFP response, may result in disqualification of the RFP. No oral or telegraphic modification of any RFP submitted will be considered.

20. **AWARDS** - The District reserves the right to determine that items bid meet or do not meet RFP specifications. Proposals may be rejected on grounds of non-responsiveness or non-responsibility. Further, the Board of Education reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

21. **EXECUTION OF CONTRACT-** Issuance of a Purchase Order shall be evidence of the contractual agreement between the bidder(s) and the District and the bidder(s) acceptance of these RFP General Terms, Instructions, and Conditions.

22. **DELIVERY** - The completed vehicle requested within this proposal must be delivered in satisfactory condition to the Central Kitchen Facility, 8291 Warner Ave., Huntington Beach, CA 92647 at a date as determined by the District and with agreement of the awarded vendor. Cost of delivery shall be included within the proposal total.

23. **SAFETY DATA SHEETS** - For all products requiring a Safety Data Sheet - The District requires that a Safety Data Sheet accompany orders at delivery time.

24. **DEFAULT BY CONTRACTOR** - The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with the terms or conditions listed herein. It is expressly provided and agreed that time shall be of the essence in meeting the contract delivery requirements. Suppose the successful bidder(s) fails or neglects to comply with the terms of the RFP. In that case, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due to the bidder.

25. **INVOICES AND PAYMENTS -** Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract to the Ocean View School District, Food and Nutrition Services Department, 17200 Pinehurst Lane; Building B, Huntington Beach, CA 92647.
The successful bidder shall submit invoices under the same firm name shown on the RFP. The successful bidder(s) shall list separately any taxes PAYABLE BY THE DISTRICT and certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall pay for materials, supplies, or services furnished under the contract within a reasonable and proper time after the authorized District Representative accepts and approves invoices.

A. **Progress Payments and Check-Ins**

The District will consider milestone-based progress payments for the food truck build. Proposers requesting progress payments must submit a detailed schedule that outlines each major stage of the build process and includes the following for each milestone: a description of the work to be completed, a corresponding progress check-in, and the proposed payment amount. The total of all milestone payments must equal 100% of the proposed contract price.

Progress payments will be issued following the completion of each milestone and the District's review and acceptance at the associated check-in.

If the selected builder fails to complete the food truck build for any reason after receiving one or more progress payments, the builder may be required to refund to the District all progress payments made to date, less the reasonable value of any work accepted by the District. The District reserves the right to pursue all available legal and equitable remedies to recover amounts owed. The builder's obligation to refund unearned payments shall survive termination of the contract.

26. **CONTRACTING WITH SMALL BUSINESSES** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that falls under the definition of small business provided in the Health and Safety Code 23395.20: ""Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years."

27. **CONTRACTING WITH MINORITY OWNED BUSINESS -** Per CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women…"

    a. Minority in this RFP will be as defined according to CFR 4.62 (b): "African American, Native American (i.e., American Indian, Eskimo, Aleut and Native Hawaiian), Hispanic American, Asian-Pacific American, or Subcontinent-Asian American."

28. **MANUFACTURING LOCATION** - Preference will be given to products manufactured in the United States.

29. **FUEL CHARGES** - No fuel surcharges will be accepted under this contract, and the addition of such charges shall not be permitted during the period of the term of this contract.

30. **PIGGYBACK CLAUSE** – For the term of the Contract and any mutually agreed extensions pursuant to this Request for Proposals, at the option of the vendor, other school districts within Orange, Los Angeles, and Riverside Counties, CA may purchase identical products upon the same terms and conditions pursuant to Sections 20118 (K-12) of the Public Contract Code. Subsequent purchases under the Piggyback Clause are not subject to limitations based on the size and value of the awarded contract under this RFP. The successful bidder (Vendor) must provide a Memorandum of Understanding "MOU" to the piggybacking agency (District) that includes the items and total value to the Agency within the piggyback agreement. Subsequent buyers using this RFP shall be directly responsible to the vendor for payment and/or any other financial arrangements involving said transactions. Acceptance or rejection of this clause will not affect the outcome of this proposal. Indicate your preference to grant or not grant this clause by answering the unscored question in the Vendor Questionnaire labeled "Piggyback Option".

31. **LIMITATIONS -** The District shall not be obligated to accept the lowest-priced RFP but will be evaluating proposals to award to the responsible and responsive bidder(s). The District reserves the right in its absolute discretion to accept submissions, or any part of proposals, as deemed necessary for the District's best interest. The District may consider the proposer's performance concerning any recent contract(s) with other school districts. The District, however, reserves the right to reject proposals, to waive any informality or irregularities in the bids, to judge the merit and qualification of the materials, equipment, and services offered, and to accept whatever proposal deemed the best recommendation meeting all the criteria specified in the proposal and the best interest of the District.

32. **AWARD -** The District reserves the right to reject proposals without explanation or recourse and negotiate with companies submitting bids. The District further reserves the right to contract the work with whomever and in whatever manner the District decides, including to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require. A proposal submitted in response to this RFP will be administered in the following manner:

    This contract will be awarded to a single responsive bidder who meets RFP terms and conditions. After the opening of the proposals, an RFP review committee representing the District will score the proposals based on the evaluation criteria as stated in the RFP document.

    The committee may investigate the qualifications of the bidder/vendor under consideration, require confirmation of information furnished by the bidder/vendor, and require additional information and evidence of qualification to perform the services described in the RFP. The RFP committee shall have the right to inspect the distribution facility or facilities and equipment utilized by the vendor. The committee will make a recommendation to the Board of Trustees.

    The Director of Food and Nutrition Services will be the sole judge of merit and not necessarily accept the lowest price offered. On behalf of the District, the Food and Nutrition Services Department will issue an intent to Award Letter to the successful bidder(s). The Ocean View School District Board of Education will formally award the award.

33. **BASIS OF AWARD** - The Board of Trustees of the Ocean View School District intends to award the RFP based on Cost Proposal, thorough and complete response to the requirements of this RFP, Scope of Work and Design per the specifications herein, Small Business status, Minority Owned status, Technical and School District Experience, Product Origin and Delivery Location & Date. Parties will be assigned a score based on

these criteria. Please refer to the evaluation criteria. Food Service Truck vendor shall be awarded the bid for manufacturing and service for the period defined herein.

The Ocean View School District reserves the right to reject quotations and waive any formality in the bidding.

a. Awarded vendor will be required to enter into a contract with Ocean View School District.

Service and Reliability: As part of determining service and reliability, the district will seek references. The District's own positive and negative experiences with the vendor will be considered as part of these references.

34. **PROPOSAL PROTEST PROCEDURES**

Protest Procedures:

a. FILING TIMELINE:

i. Any vendor may file a protest regarding specifications — must be received at least five (5) business days before the proposal due date.

ii. Any vendor may file a protest regarding evaluation or award — must be received no later than 3:00 p.m. on the tenth (10th) business day following the Notice of Intent to Award.

iii.Untimely protests will not be reviewed and will be returned to the proposer.

b. FEDERAL COMPLIANCE NOTICE: For procurements using federal funds, protesters should be aware that:

i. The District must disclose protests to the federal awarding agency (USDA).

ii. Federal regulations at 2 CFR §200.318(k) apply.

iii. A protester may appeal to the USDA if the protest involves a federal requirement violation.

iv. The District may proceed with an award if it determines that doing so is in the best interest of the program.

c. PROTEST SUBMISSION: Protests must be submitted in writing (email acceptable) to:

Director of Food and Nutrition Services
Ocean View School District
Email: jriner@ovsd.org

d. STAY OF AWARD**:** Filing a protest does not automatically stay the contract award. The District may proceed with award if:

i. Child Nutrition Program operations would be impacted by delay;

ii. Perishable commodities or time-sensitive equipment are involved; or

iii. A written determination is made that proceeding is in the District's best interest.

Content of Protest: The Protest must contain a complete statement of all grounds (both factual and legal) for the Protest. The Protest must have all facts, refer to the specific portion(s) of any document relied upon, and include copies of all documents referred to in the protest. Any grounds not explicitly outlined in the Protest are waived. The party filing the Protest must concurrently transmit a copy of the Protest to the proposer whose proposal is being challenged under these procedures.

Resolution of Controversy: Once the Protest is received, the affected proposer will be notified of the protest and the evidence presented. If appropriate, the affected proposer will be allowed to rebut the evidence and present evidence that the proposer should be allowed to perform the Work. The District will issue a written decision within thirty- (30) business days of receipt of the Protest unless factors beyond the District's reasonable control prevent such resolution. The District shall not be required to hold an administrative hearing to consider the Protest but may do so at the option of the District or if otherwise legally required. The Decision on the Protest will state the reasons for the actions taken by the District and will be copied to all parties involved.

Appeal: If the protesting proposer or the affected proposer is not satisfied with the Decision, the matter may be appealed to the Assistant Superintendent of Business Services, or their designee, within five (5) business days after receipt of the District's written Decision on the Protest. The appeal must be in writing, set forth all factual and legal grounds for the Appeal, and be sent via overnight registered mail with all accompanying information relied upon for the appeal and an email from which questions and responses may be provided to:

Ocean View School District
Chris Beltz, Director of Fiscal Services
17200 Pinehurst Lane
Huntington Beach, CA 92647

Appeal Review and Finality: The Assistant Superintendent of Business Services or their designee shall review the Decision on the Protest from the Food and Nutrition Services Director and issue a written response to the Appeal, or if appropriate, appoint A Hearing Officer to conduct a hearing and issue a written decision. The Assistant Superintendent of Business Services or the Hearing Officer's written decision shall be rendered within fifteen (15) business days and shall state the basis for the decision. The decision concerning the Appeal will be final and not subject to any further Appeals.

Reservation of Rights to Proceed with Contract Pending Appeal: The District reserves the right to proceed to award the contract and commence services pending the Decision on the Protest and any Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

Waiver: The procedures and time limits outlined in this Protest procedure are mandatory and are the proposers' sole and exclusive remedy in the event of a Protest. The proposer's failure to comply with this or any Protest Procedure shall constitute a waiver of any right to pursue a Protest or in any way challenge the award, including but not limited to any challenge under the California Public Contract Code, filing a claim under to the California Government Code, or filing of any other legal proceedings.

35. **PROVISIONS**:

A. **Assignment of Contracts** - The vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations without the prior written consent of the District.

B. **Binding Effect** - This Agreement shall insure to the benefit of and shall be binding upon the vendor and District and their respective successors and assigns.

C. **Severability** - If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

D. **Amendments** - The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner except by a written agreement signed by the parties.

E. **Entire Agreement** - This RFP and all attachments constitute the entire agreement between the parties. There is no understanding, agreements, representations, or warranties, expressed or implied, not specified in the Agreement. Bidder(s), by the execution of their signature on the RFP Form, acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

F. **Force Majeure Clause** - The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by an act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, facilities by the government. When satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the

nonperformance is not due to the fault or neglect of the party not performing. Tariffs shall not constitute a Force Majeure event.

G. **Hold Harmless Clause** - The successful bidder(s) agrees to indemnify, defend and save harmless Ocean View School District, its governing board, related divisions and entities, officers, agents, and employees from and against any claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or insure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

H. **Prevailing Law -** In case of conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services performed under the RFP proposal shall conform to all applicable requirements of local, state, and federal law.

I. **Governing Law and Venue** - In the event of litigation, the RFP documents, specifications, and related matters shall be governed by and construed only by the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Orange County.

J. **Permits and Licenses** - The successful bidder(s) and all of their employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishings of materials, articles, or services herein listed. All operations, materials, goods, and services shall be by law.

K. **Toll Charges** - If the District places toll or long-distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder(s) shall accept charges for such calls on a reverse charge basis.

L. **Contract Documents** - The complete contract includes the following documents: The advertisement for RFPs, the RFP Instructions and terms of conditions, specifications, and drawings, if any, the RFP and its acceptance by the District, the purchase order, and all amendments to it. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

M. **Independent Contractor** - While engaged in carrying out and complying with the terms and conditions of the contract, the bidder(s) agree by their signature on the RFP Form that they are an independent contractor and not an officer, employee, or agent of the District.

N. **Anti-discrimination** - The District hereby notifies all respondents that they will affirmatively ensure that, in any contract under this advertisement, minority business enterprises will be afforded the full opportunity to submit their response to this RFP. No respondent will be discriminated against on the grounds of race,

color, sex, age, ancestry, religion, marital or parental status, national origin, medical condition or physical disability, or sexual orientation in consideration for the award. Therefore, the bidder agrees to comply with applicable Federal and California laws, including the California Fair Employment and Housing Act. In addition, the successful bidder(s) agrees to require compliance by all subcontractors employed on the work by them.

O. **Termination of Agreement Without Cause** - This Agreement may be terminated by the District upon giving thirty-(30) days advance written notice of an intention to terminate. Termination shall not affect the rights and obligations of the parties arising out of any transaction before the effective date of such termination. Other than payments for goods or services satisfactorily rendered before the effective date of said termination. The vendor shall not be entitled to further compensation or payment from the District.

P. **Cancellation Notice by Supplier/Contractors Default** - The District requires a sixty-(60) day notice of cancellation of this contractual agreement by the supplier. Failure or refusal of the supplier to perform or do any act herein required shall constitute default.

Q. **Cancellation for Insufficient or Non-Appropriated Food Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items in the RFP are public money appropriated by the United States Department of Agriculture and the State of California or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this RFP at any time due to non-availability or non-appropriation of sufficient funds.

R. **Interpretation of Proposal Documents** - If any bidder(s) find discrepancies in or omissions from the RFP documents, they may submit to the Food and Nutrition Services Director of the Ocean View School District a written email request for clarification and the response to it will be e-mailed to all bidder(s). Corrections will be made by additions issued to each company that has been sent or picked up an RFP packet. The District will not be responsible for oral interpretations. All additions issued shall be incorporated into the proposal.

S. **Replacement of Discontinued Awarded Line Item(S) -** The District will consider a replacement of a discontinued item if, and only if, the proposed replacement is the newest line model and is equal to or exceeds the discontinued line item(s) specifications and is offered for an equal or lesser price. A replacement cannot be a model from a different line. Awarded Bidder/s shall provide substantiating information when requesting consideration of a substitution as an equal. Official notification must be transmitted in written format via USPS, fax, or e-mail referencing the bid number and the line-item number.

T. **Failure to Fulfill Contract** – When the vendor shall fail to deliver any articles or service or shall deliver any article or service which does not conform to the

specifications, the District may, at its sole discretion, set aside the contract entered into with the vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner with another vendor as seems to the Board of Trustees to be to the best advantage to the District. Any failure to furnish such articles or services by reason because of the vendor or contractor, as above stated, shall be the liability against the vendor and his sureties. The District reserves the right to cancel any articles or services that the successful bidder may be unable to furnish because of economic conditions, governmental regulations, or similar causes beyond the bidder's control, provided satisfactory proof to the Board of Trustees if requested. Failure to fulfill the contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

U. **Attorneys' Fees –** In the event of any dispute between the District and the Vendor about this contract or the services or products provided hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorney's fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties thereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals, and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this section shall survive the expiration or earlier termination of this Contract.

37. **CERTIFICATIONS**

A. The VENDOR shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; and any additions or amendments to any of these regulations.

B. The VENDOR shall comply with all applicable standards, orders, or regulations issued, including:

a. Section 306 of Clean Air Act (42 U.S.C. 1847(h)):
b. Section 508 of the Clean Water Act (33 U.S.C. 1368);
c. Executive Order 11738;
d. Environmental Protection Agency (EPA) regulations at Title 40, Code of Federal Regulations, Part 15, et seq. Environment violations shall be reported to the USDA and the U.S. EPA Assistant Administrator for Enforcement, and

the VENDOR agrees not to use a facility listed on the EPA's List of Violating Facilities

C. **Suspension and Debarment Certifications:** The USDA Certification Regarding Debarment must accompany this proposal and each **subsequent** additional one-year renewal (7 CFR Section 3017.510). Contract renewals must include this certification to be considered. To ensure that the SFA does not enter into a contract with a debarred or suspended company or individual, each vendor must include a certification statement with each bid on each contract. By signing the certification statement, the Vendor certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred or suspended by a Federal Agency. It is the responsibility of each Vendor to sign the attached certification statement and submit it with the bid. Failure to comply with this requirement will cause your bid to be disqualified and declared non-responsive.

D. **Lobbying**: The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form (Appendix A: 7CFR Part 3018) must accompany this proposal and each additional one-year renewals (7 CFR Section 3017.510). Contract renewals that do not include this certification will not be accepted for consideration

E. **Energy Policy and Conservation Act:** The Vendor shall recognize mandatory standards and policies relating to energy efficiency contained in the state conservation plan issued in compliance with the Energy Policy and Conservation Act.

F. **Contract Work Hours and Safety Standards Act Compliance:** In the performance of this Contract, the VENDOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

G. **The Certification Regarding the Iran Contracting Act**

H. **The Contractors Certification** - Regarding Drug-Free Workplace

I. **The Contractors Certification** – Workers' Compensation

J. **Equal Opportunity**

IN WITNESS WHEREOF, this Contract has been duly executed by the above named parties, on the day and year first above written.

DISTRICT	PROVISIONER
Ocean View School District	_____
By: _____	By:_____
Title: _____	Title:_____
Address: 17200 Pinehurst Ln Huntington Beach, CA 92647	Address: _____ _____
Phone No: 714-847-2551 ext. 1450	Phone No: _____

REQUEST FOR PROPOSAL SIGNATURE PAGE - Attachment "2"
TO BE SUBMITTED WITH PROPOSAL

By signing this, I certify that I am an authorized representative of the Bidder (or individual) and that information contained in this proposal is accurate, true, and binding upon the Bidder.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	
Minimum Dollar Amount for Delivery	**$**
□	**Check if no minimum dollar amount for delivery is required.**

EVALUATION CRITERIA - Attachment "3"
TO BE SUBMITTED WITH PROPOSAL

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
Price	100% of Max Points: Lowest-priced bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Information given in the Itemized Bid List "ESTIMATED TOTAL BID PRICES" column	25
Technical Specifications	100% of Max Points: Proposer can meet all technical specifications 50% of Max Points: Proposer can meet some of technical specifications 0 Points: Unable to meet the technical specifications	Information given in the Itemized Bid List "Proposed Item, Brand with specifications hyperlink" column & - Responses to Questions Labeled "Technical Specifications" in Vendor Questionnaire	20
Delivery Specifications	100% of Max Points : Shortest time between finalized order and delivery. 66% of Max Points: Second shortest time between finalized order and delivery 33% of Points: Third shortest time (or longer) between finalized order and delivery.	Information given in the Itemized Bid List "Timeframe from Order to Delivery" column	15
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show:	- Reference forms - Responses to Questions Labeled	20

	● Prompt responses and satisfactory resolution to requests for information and complaints & issues. ● Courtesy and responsiveness to all district personnel at all times ● Ready access to decision-making executives and assigned point of contact. ● Previous experience working with Public Institutions: references provided. 0 Points: References and/or vendor questionnaires demonstrate poor performance or inability to meet criteria described above.	"Service Reliability and Past Performance - " in Vendor Questionnaire	
Product Origin	100% of Max Points: Majority of Product Manufactured in the United States of America. ● The ratio, expressed as a percentage, of the cost of materials produced in the United States to the total cost of all materials. 0% of Max Points: Minority of Products are produced outside the United States of America	Information given in the Itemized Bid List "Location of Manufacturing " Column	15
Progress & Pre-Payment Schedule	100% of Max Points: Vendor will schedule progress check-ins with District at Vendor's facility. 0% of Max Points: Vendor cannot accept District check-ins at Vendor's facility.	Responses to Questions Labeled "Progress Check-In Schedule" in Vendor Questionnaire	24
Contracting with Small Businesses	100% of Max Points points: Qualifies as a small business. 0% of Max Points: Does not qualify as a small business	Responses to Questions Labeled "Contracting with Small Businesses" in Vendor Questionnaire	5

Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or minority 0% of Max Points: Majority business ownership not by individuals who identify as women or minority.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
TOTAL POINTS:			129

By signing this, I acknowledge that I have reviewed OVSD's evaluation criteria.

Name of Bidder (Person, Firm, or Corporation):_____

Signature of Bidder's Authorized Representative:_____

Date of Signing:_____

VENDOR QUESTIONNAIRE - Attachment "4"
TO BE SUBMITTED WITH PROPOSAL

Please complete this qualifying criteria questionnaire, use a separate sheet if necessary, and submit with your proposal.

1. Service & Satisfaction / Previous Performance - Will you be able to provide point/s of contact with whom the District can communicate through e-mail and by phone?
   a. Yes
   b. No

2. Service & Satisfaction / Previous Performance - Please list previous projects building custom food trucks for public institutions.

3. Service & Satisfaction / Previous Performance - How many years has your company been in the Vehicle business? Describe the stability of your business.

4. Service & Satisfaction / Previous Performance - Has your firm resigned or been replaced at the will of a district(s) during the school year within the last 24 months? If so, explain.

5. Contracting with Small Businesses - Does your business meet the criteria of a small business as defined in CA Health and Safety Code Section 23395.20 : "Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years…"?
   a. Yes
   b. No

6. Contracting with Minority-Owned Businesses - per CFR 200.321: Does the majority (51% or more) of your business ownership identify as women or BIPOC individual(s)?
   a. Yes
   b. No

7. Progress & Pre-Payment Schedule - Are you able to schedule in-person progress check-ins with the lead contact from the District to review completed work as a condition for approving progress payments?
   a. Yes - (If yes) please propose a progress/payment schedule detailing payment % for each of the pre-payment periods (required).
   b. No - (If no) please provide a reason why.

8. Technical Specifications - Upon delivery, can you provide evidence necessary that the vehicles fully meet all the requirements pass health inspection? (Unscored)
   a. Yes - Please explain process to provide evidence:
   b. No

9. Technical Specifications - Can you provide a minimum warranty period of 36 months, or 36,000 miles, covering parts and labor, bumper to bumper, and “powertrain”? A warranty period of at least 5 years or 100,000 miles is preferred. Responses shall include extent of warranty coverage and applicable "deductibles" for extended warranties.
   a. Yes
   b. No
   Clearly state what is not included in the warranty.

_____

_____

10. Technical Specifications - Can you provide technical specifications on all items on the Itemized Bid List?
    a. Yes
    b. No

11. Technical Specifications - Does your Scope of Work contain information on all pertinent aspects of equipment proposed, including powertrain and related systems performance data, capacities, dimensions and all other technical specifications required to complete the build? Further, manufacturer's illustrations and brochures of proposed kitchen equipment shall be part of the proposal response. (REQUIRED)
    a. Yes
    b. No

12. Piggyback Clause - Do you agree to grant the piggyback option? (unscored)
    - Yes
    - No

In accordance with the contract documents, the undersigned propose to supply all of the product and perform all work specified in the contract documents in accordance with the proposal.

Name of Bidder (Person, Firm, or Corporation):_____

Signature of Bidder’s Authorized Representative:_____

Date of Signing:_____

Print Name & Title of Authorized Representative: _____

Phone Number:_____

Email:_____

REFERENCES - Attachment "5"
TO BE SUBMITTED WITH PROPOSAL

Please submit three (3) current Institution References in Orange County and surrounding areas for contracts you have completed in the last three years that are of similar scope and complexity. An unresponsive reference will **not** be considered a valid Reference. The Bidder is expected to exercise due diligence to ensure the References listed will be responsive to communications from the District.

Reference # 1

School District	
Contact Person & Title	
Email Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Email Address	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Email Address	
Telephone Number	
Required Number of Deliveries per Week	

NON-COLLUSION DECLARATION - Attachment "6"
TO BE SUBMITTED WITH PROPOSAL

I, _____ , declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Name of VENDOR (Person, Firm, or Corporation)
Signature of VENDOR'S Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

WORKERS' COMPENSATION CERTIFICATE - Attachment "7"
TO BE SUBMITTED WITH PROPOSAL

Labor Code §3700 in relevant part provides:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance to the State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of §3700 of the 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 and will require all Subcontractors to do the same.

Name of VENDOR(Person, Firm, or Corporation)
Signature of VENDOR'S Authorized Representative
Print Name & Title of Authorized Representative
Date of Signing

In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any w

DRUG-FREE WORKPLACE CERTIFICATION - Attachment "8"
TO BE SUBMITTED WITH PROPOSAL

CONTRACTOR'S CERTIFICATE
REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful Vendors pursuant to the requirements mandated by Government Code sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the CONTRACTOR or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1) Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

2) Establishing a drug-free awareness program to inform employees about all of the following:

   a) The dangers of drug abuse in the workplace;

   b) The person's or organization's policy of maintaining a drug-free workplace;

   c) The availability of drug counseling, rehabilitation and employee-assistance programs; and

   d) The penalties that may be imposed upon employees for drug abuse violations;

3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of sections 8350 et. seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

.

DATE: _____ _____

CONTRACTOR

By: _____

Signature

EQUAL OPPORTUNITY EMPLOYMENT - Attachment "9"
TO BE SUBMITTED WITH PROPOSAL

Federal affirmative action regulations mandate that Federal contractors include an Equal Opportunity (EO) clause in all contracts, subcontracts and purchase orders. The intent is to make the nondiscrimination and affirmative action provisions of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, the Vietnam Era Veterans' Readjustment Assistance Act, and the Jobs for Veterans Act flow down to all tiers of contractors

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

CERTIFICATE

I/We hereby certify that the _____

_____(Company)

is an equal opportunity employer as defined in the Equal Opportunity Act.

DATE: _____ _____
CONTRACTOR

By: _____
Signature

CERTIFICATION AND DISCLOSURE STATEMENTS - Attachment "10"
TO BE SUBMITTED WITH PROPOSAL

Following is an explanation of the submission requirements of the ***Suspension and Debarment Certification***
Statement and the ***Certification Regarding Lobbying*** by School Food Authorities (SFA) and Food Service
Management/Consulting Companies.

Beginning with the 1998/99 school year, instructions to comply with procurement requirements by completion of these certifications will be included in the annual renewal of School Nutrition Programs.

The applicability of this information begins with the 1998/99 school year and is for SFAs that meet <u>one</u> of the
following criteria:

- The SFA's estimated annual federal child nutrition reimbursement will exceed $100,000
- The SFA's annual contract with a vendor exceeds $100,000.
- The SFA utilizes a Food Service Management or Consulting Company and the annual contract exceeds $100,000.

Suspension and Debarment Certification

This certification is required to be completed by the contractor each time an SFA renews or extends an existing
contract that exceeds $100,000. The certification is also required when an SFA puts out bids for goods and services that will exceed $100,000. In these instances, the SFA must obtain a completed ***Suspension and Debarment Certification*** from either the potential vendor or existing contractor before any transactions can occur between the sponsor and the vendor or contractor (7 CFR 3017.110). This certification is required as part of the original bid, contract renewal, or contract extension to assure the SFA that the vendor or any of its key employees have not been proposed for debarment, debarred, or suspended by a Federal agency. While *this certification is required for all contracts in excess of $100,000*, it is recommended that they be routinely requested under all procurements. The completed certification is to be attached to the signed contract and maintained on file by the SFA. **Do not submit the certification to the California Department of Education.**

Certification Regarding Lobbying
SFAs that receive in excess of $100,000 in annual federal meal reimbursement **must** annually complete and submit this certification statement to the California Department of Education (CDE), Child Nutrition and Food Distribution Division (CNFFD). The statement is part of the annual renewal of the SFA's agreement with the California Department of Education, Child Nutrition and Food Distribution Division.

In addition, when SFAs put out bids for goods and services or renew/extend existing contracts that exceed the$100,000 threshold, they are required to obtain a completed ***Certification Regarding Lobbying*** from either the potential vendors and/or existing contractors before any transactions can occur between the SFA and the vendor contractor (7 CFR 3018.110). This certification is required as part of the original bid, contract renewal, or contract extension and is not submitted to the CDE.

Also enclosed is the **Disclosure of Lobbying Activities** form. This is required to be completed if the potential or existing contractor, using other than federal funds, has paid or will pay for lobbying activities in connection with the school nutrition program agreement (Item 2 of the ***Certification Regarding Lobbying*** statement). **Applicable to Both Certification Statements**

- Federal law prohibits SFAs from circumventing the $100,000 threshold by entering into multiple contracts; each of which do not equal or exceed $100,000, but the aggregate amount of all the contracts will equal or exceed $100,000.

- Vendors must submit completed certifications to the SFA as part of the original bid, contract renewal, or contract extension. If completed certifications are not included, the original bid is considered nonresponsive, and the contract renewal or extension is incomplete. In order for the SFA to consider the original bid or renew/extend the original contract, the vendors must have submitted current certifications to the SFA.

SFAs with Food Service Management or Consulting Contracts

SFAs utilizing food service management or consulting companies **must** include both certification statements in all Requests for Proposals (RFP). SFAs must retain the certifications with its documentation of new contracts and contract amendments/renewals submitted to the CDE, CNFDD, for approval. The food service management or consulting company must annually sign and submit to the SFA both the ***Suspension and Debarment Certification*** and the ***Certification Regarding Lobbying***. If receiving more than $100,000 in federal reimbursement, the SFA is required to sign and submit the ***Certification Regarding Lobbying*** to the CDE, CNFDD.

Summary

- ***Suspension and Debarment Certification***

1. The SFA must include this certification in all RFPs that result in an annual contract in excess of $100,000.

2. A contractor is required to sign this certification when a contract or renewal contract with an SFA exceeds $100,000 annually in federal funds.

3. The SFA retains certification signed by the contractor with executed contract and maintains it on file.

- ***Certification Regarding Lobbying***

1. SFAs receiving in excess of $100,000 in annual federal reimbursement must sign and submit this certification during the annual renewal of the School Nutrition Programs participation.

2. SFAs must obtain this completed certification from any potential or existing contractor as part of any original contract or contract renewal/extension that exceeds the annual expenditure of $100,000 in federal funds. **Retain** the certifications with bid documents.

3. The **Disclosure of Lobbying Activities** form may need to be completed if any payment has been made or will be made to any person or lobbying entity. (Item2 of ***Certification Regarding Lobbying***.)

SUSPENSION AND DEBARMENT CERTIFICATION - Attachment "11"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a Proposal for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION,
READ INSTRUCTIONS ON THE FOLLOWING PAGE)**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority	Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

Printed Name	Title
Signature	Date

DO NOT SUBMIT THIS FORM RETAIN WITH THE APPLICABLE CONTRACT OR PROPOSAL RESPONSES.

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING - Attachment "12"
TO BE SUBMITTED WITH PROPOSAL

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The *undersigned shall require* that the language of this certification be included in the award documents for all covered sub awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement in Excess of $100,000:	Agreement Number:

Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company:		
Printed Name and Title:	Signature:	Date:
Name of School Food Authority:	Agreement Number:	

California Department of Education School Nutrition Programs Unit
Child Nutrition and Food Distribution Division April 1998 Approved by OMB 0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure)

1.Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
a. **Contract** b. **Grant** c. **Cooperative Agreement** d. **Loan** e. **Loan Guarantee** f. **Loan Insurance**	a. **Bid/offer/application** b. **Initial award** c. **Post-award**	a. **Initial filing** b. **Material change** **FOR MATERIAL** **CHANGE ONLY: Year:** **Quarter:** _____

4. Name and Address of Reporting Entity: **Prime Subawardee** **Tier _____, if known** **Congressional District, if known:**	**5. If Reporting Entity in No. 4 is Subawardee, Enter Name and** **Address of Prime:** **Congressional District, if known:**
6. Federal Department/Agency:	**7. Federal Program Name/Description:** **CFDA Number, if applicable:**
8. Federal Action Number, if known:	**9. Award Amount, if known:** **$**
10. a. Name and Address of Lobbying Entity **(if individual, last name, first name, MI):**	**10. b. Individuals Performing Services (including address if different from No. 10a)** **(last name, first name, MI):**

11. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to	**Signature:** _____ **Print Name:**

31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	_____ _____ **Title:** _____ _____ **Telephone No: (_____)_____ Date: ____**
Federal Use Only:	**Authorized for local reproduction** **Standard Form - LLL**

INSTRUCTIONS FOR COMPLETION OF SF LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action.
Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all sections that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include

Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in No. 4 or 5.

10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in No. 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from No. 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection ins OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT - Attachment "13"
TO BE SUBMITTED WITH PROPOSAL

IRAN CONTRACTING ACT
CERTIFICATION OF ELIGIBILITY TO PROPOSAL FOR CONTRACTS OF $ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a proposal or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars ($1,000,000) or more to certify, at the time the proposal is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to proposal on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION
I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	

<u>OPTION #2: EXEMPTION</u>

Pursuant to PCC § 2203(c) and (d), a public entity may permit a Bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the Bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the Bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	BTRC (or n/a)
By (Authorized Signature)	
Print Name and Title of Person Signing	
Date Executed	City Approval (Signature) (Print Name)

CLEAN AIR AND WATER CERTIFICATION - Attachment "14"
TO BE SUBMITTED WITH PROPOSAL

Applicable if the contract exceeds $100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed $100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt.

_____
Name of Vendor Company

THE VENDOR AGREES AS FOLLOWS:

A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency 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.
C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

F. The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

_____ _____

Authorized Representative Title

_____

Date

ITEMIZED BID LIST – Attachment "15"

TO BE SUBMITTED WITH PROPOSAL

Please note, pricing must be submitted in Excel or Google Sheet format. The Itemized Bid List will be protected to avoid accidental edits. To enter your data and pricing, please follow the following steps.

1. Open **Itemized Bid List**
2. Click "File" in the top left corner.
3. Choose "Download" or "Make a Copy".
4. Add your company name to the file name.
5. Enter your data into your downloaded document and submit this with your proposal.
6. Instructions for entering your data into your downloaded document to be submitted with your proposal. Please initial each paragraph and return with your bid.
    a. I understand that I need to complete all shaded (yellow) areas on the bid form.
        i. Initial_____
    b. Please attach a hyperlink to technical specifications for each of the items being offered in the Itemized Bid List
        i. Initial_____
    c. I understand that the completed item list will be submitted in spreadsheet format (Excel)
        i. Initial_____

All items listed in the Itemized Bid are critical to the successful construction of the Food Truck. Please adhere to the deadline for submission of written questions as outlined in the Schedule of Events on page three. We welcome and encourage all questions.

END OF RFP