Ocean View School District
Food and Nutrition Services

REQUEST FOR PROPOSAL

RFP#2627-02

REFRIGERATION REPAIR AND MAINTENANCE

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:
June 5, 2026 at 2:00 pm 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
May 15, 2026	Release and advertisement of RFP#2627-02 Refrigeration Repair and Maintenance
May 29, 2026, 2:00pm	Deadline for submission of written questions to the District concerning RFP#2627-02 Refrigeration Repair and Maintenance
June 5, 2026 2:00pm	Deadline for all submissions of RFP#2627-02 Refrigeration Repair and Maintenance
June 5, 2026 2:01pm	Opening of Proposals (not public)
June 8-12, 2026	Evaluation of Proposals and Vendor Interviews (if necessary)
June 15, 2026	Estimated date of RFP Award Notifications sent out
June 23, 2026	Estimated date of approval and award by the Board of Trustees
July 1, 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 **May 29, 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 #2627-02

The Ocean View School District will receive proposals from service providers of Refrigeration Repair and Maintenance for the District's Food and Nutrition Services Program. An RFP packet may be obtained from the Purchasing Department website or by emailing Jim Riner at jriner@ovsd.org. Please submit pricing on services to be furnished by the vendor on the Service and Pricing Proposal in accordance with all conditions and specifications.

Bids must be received on or before **June 5, 2026, 2:00pm PT**

Provider to submit: One (1) electronic copy of bid response submitted via email to Jim Riner, jriner@ovsd.org.

Bid package shall be clearly marked: "Response to RFP#2627-02 REFRIGERATION REPAIR and MAINTENANCE"

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

1. Service and Pricing Proposal (Attachment "19") including Table A&B
2. Completed Vendor Questionnaire
3. Certificate of Liability Insurance
4. The remaining portions of the proposal may be saved as one file. Items 1-3 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. Hard copies and Facsimile (FAX) copies of the proposal will not be accepted.

The District reserves the right to accept or reject any or all Proposals or any combination thereof and to waive any informality in the Proposal process. . 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.

Basic Information About Ocean View School District Food and Nutrition Services Department

The purpose of this Request for Proposal (RFP) is to invite competitive Proposals from qualified contractors to provide kitchen Refrigeration Repair and Maintenance services for the Ocean View School District (OVSD) Food and Nutrition Program. OVSD intends to award a contract to one qualified service provider to service the fourteen (14) District sites.

The Contractor shall provide comprehensive repair, maintenance, and services for the Ocean View School District's (OVSD) industrial-grade kitchen refrigeration systems (walk-in coolers, freezers, reach-in refrigerators, milk coolers, and other refrigerated storage units) across all District buildings.

The goal of this contract is to ensure all covered equipment operates safely, efficiently, and in compliance with applicable health, safety, and building codes. Services shall be performed in a timely manner with minimal disruption to school operations.

This RFP is designed to provide interested service providers with sufficient basic information to submit Proposals meeting minimum requirements but is not intended to limit a Proposals's content or exclude any relevant or essential data. Proposers are at liberty and encouraged to expand upon the specifications to evidence service capability under any agreement.

A regular school year operates from August to June, except for legal or school holidays. The District is also involved in summer meals programs and expanded learning programs. Therefore, it will be necessary to provide services year round.

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"
- ☐ Bidders Statement Regarding Insurance Coverage - Attachment "15"
- ☐ Certificate Regarding Alcoholic Beverage and Tobacco-Free - Attachment "16"
- ☐ Fingerprinting/Criminal Background Certification - Attachment "17"
- ☐ Ocean View School District Site List - Attachment "18"
- ☐ Service and Pricing Proposal - Attachment "19"
- ☐ 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 obtain documents from the Purchasing Department website or from Jim Riner at **jriner@ovsd.org**.

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 **May 29, 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 accepting Proposals for general repair and maintenance of their kitchen refrigeration equipment. These services will be delivered both on a regularly scheduled Preventative Maintenance and on an emergency call basis. This agreement shall be effective from July 1, 2026 through June 30, 2027. This agreement, by mutual consent, may be extended for the period of one (1) year and the possibility of four (4), one (1) year extensions. This RFP defines the programs and services that are being sought from the Bidders and generally outlines the program requirements.

   The District intends to award a contract to one qualified vendor to ensure comprehensive service coverage across all school sites and minimize service disruptions. The selected vendor will be expected to provide sufficient staffing and resources to guarantee timely emergency response capabilities, deliver a proactive preventative maintenance program across all covered equipment, maintain no single point of failure in critical kitchen operations, and demonstrate the expertise and capacity to service all refrigeration types across varying site needs and requirements.

   Based on the previous fiscal year's expenditures, the District anticipates requiring approximately 375-425 labor hours for Refrigeration Repair during the upcoming contract period. The total anticipated need is only for reactive maintenance and does not include hours for comprehensive preventive maintenance programs for industrial-grade kitchen refrigeration systems (walk-in coolers, freezers, reach-in refrigerators, milk coolers, and other refrigerated storage units) across all District buildings.

- School sites to be covered are included in Attachment "18".
- An example list of equipment to be serviced is included in the Service and Pricing Proposal Attachment "19".

4. **DEADLINE FOR RECEIPT OF PROPOSALS** - Proposals must be received via e-mail to Jim Riner, jriner@ovsd.org on or before **2:00pm on June 5, 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.
    - It is the Bidders responsibility to ensure that their Proposal is submitted on time and to the authorized agent. Any Proposal received after the scheduled closing time for receipt will be deemed non-responsive.
    - 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 documents will only be accepted if submitted in writing. Submit questions by **May 29, 2026 2:00 PM** to Jim Riner by email: jriner@ovsd.org.

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.
   If a bidder discovers an error in their submission or wishes to make changes prior to the submission deadline, the bidder must submit a revised proposal via email to jriner@ovsd.org before **2:00pm on June 5, 2026**. The revised submission must be clearly marked in the subject line as "**REVISED SUBMISSION** – OVSD RFP#2627-02 REFRIGERATION REPAIR" and must include a brief cover statement identifying the specific changes made. Only the most recent submission received before the deadline will be considered. Any submission or revision received after the deadline will not be accepted. It is the bidder's sole responsibility to ensure timely delivery of all submissions and revisions.

   Proposers will provide hourly rate, overtime hourly rate, weekend rate, and any other costs associated with service calls, excluding parts.
   The award will be made to the most responsive, responsible Proposers/vendors based on the criteria noted in the RFP. The District reserves the right to reject any or all Proposals, and to waive any errors or corrections in a Proposal or in the Proposal process. The contract will be awarded based on a review and analysis of the Proposals that determines which Proposal best meets the needs of the District. Following the review and analysis of all responsive Proposals, the District will make a recommendation to their Board of Trustees at its regularly scheduled meeting.

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; a Proposal that meets all of the specifications outlined in the RFP.

8. **IDENTIFICATION OF THE PROPOSER** - Each Proposal must give the full business address of the Proposer and must be signed by the Proposer with his or her usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposals by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A Proposer's failure to properly sign required forms may result in rejection of the Proposal.

9. **WITHDRAWAL OF PROPOSAL** - Proposals 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.

10. **RFP NEGOTIATIONS** - A 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. **MULTI-YEAR EXTENSIONS** - Subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this award may be extended (by mutual consent expressed in writing) for the period of one (1) year and the possibility of four (4), one (1) year extensions not to exceed five (5) years total. The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317 - 200.327, 7 CFR §210.21 and 2 CFR Part 200, Subpart D. The extension may be granted on a year-by-year basis provided that the following conditions are being met:
    - The District has deemed the products and services of the vendor satisfactory.
    - Such renewal will be made by notifying the vendor in writing ninety (90) days before the expiration of the contract.

12. **PRICES** - Hourly rates and equipment description check off list for C-38 certification should be typed and shown as instructed on the Service and Pricing Proposal (Attachment “19”). Any submission or revision received after the deadline will not be accepted. It is

the bidder's sole responsibility to ensure timely delivery of all submissions and revisions. Proposed prices will be fixed for the contract period. At no time shall the prices charged to the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and service, be provided by the contractor to any other school district or state, county, municipal, or local governmental agency in Orange County for services 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 service calls placed by the District will be invoiced at the Agreement price prevailing at the time the work is being performed.

The pricing methodology established under this Contract shall remain in effect for the full term of the Contract. The established pricing methodology shall also apply to any new services. Pricing shall be guaranteed for a minimum of one (1) year from the effective date of the Contract. Any annual request for a price adjustment must be submitted in writing. No price adjustment or contract amendment shall be effective unless approved in writing by the Ocean View School District's authorized representative.

13. **TAXES** - Prices quoted in response to this RFP shall not include taxes. If awarded this Contract, the Vendor shall apply the appropriate state and local tax rate for the jurisdiction in which services are performed at the time of invoicing. Federal Excise Tax is not applicable to school districts and shall not be included in any invoice submitted under this Contract.

14. **WARRANTY -** The Vendor agrees that all items or repairs furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor provides any customer for such items, and that the rights and remedies provided herein are in addition to any other provision of this Agreement.

15. **INDEMNIFICATION** - To the furthest extent permitted by California law, Vendor and its agents, officers and employees shall defend, indemnify, and hold harmless the District, its elected and appointed officers, agents, employees, volunteers, contractors and representatives from and against any and all claims, demands, losses, defense costs, expenses, attorney fees, litigation expenses, or liability which the District, its selected and appointed officers, agents, employees, volunteers, contractors and representatives may sustain or incur, or which may be imposed upon them by law for damages due to personal and bodily injury or death of persons, or damage to property, to the extent caused as a result of or arising out of the operations, negligent acts, errors or omissions, caused in whole or in part by the agents, officers and employees of Vendor in the performance of and in accordance with the terms of the Agreement. The District shall have the right to accept or reject any legal representation that Vendor proposes to defend the indemnified

parties. The indemnification provisions contained in this Agreement include but are not limited to any violation of applicable law, ordinance, regulation or rule, including where the claim, loss, damage, charge or expense was caused by deliberate, willful, or criminal acts of either party to this Agreement, or any of their agents, officers or employees or their performance under the terms of this Agreement. The indemnity provisions of this Agreement shall survive the expiration or earlier termination of this Agreement

16. INSURANCE

16.1 The Vendor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Workers Compensation	Statutory Limits

Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

16.2 **Workers' Compensation**. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

16.3 **Proof of Carriage of Insurance**. The Vendor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. **A Certificate of Insurance (COI) must be provided with the bid packet.** Certificates and insurance policies shall include the following:

A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after the date of mailing notice."

Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.

All policies except the Workers' Compensation Insurance Policies shall be written on an occurrence form.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

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

18. **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.

19. **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 Trustees reserves the right to accept or reject any RFPs and waive any informality or irregularities in the bidding.

20. **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.

21. **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.

22. **INVOICES AND PAYMENTS -** Invoices shall be submitted under the same firm name shown on the Bid and emailed to the Department Secretary at bthompson@ovsd.org

    Each invoice shall include the following information: purchase order number, site location, description of service, breakdown of applicable hourly rates, parts (where applicable) with quantity, unit price, and extended totals along with all applicable taxes.
    A legible service receipt shall be left at the site upon completion of each service call. The vendor shall also contact the Food and Nutrition Services - Department Secretary with an update on the status of the job by phone or e-mail, 714-847-2551 ext. 1452 or bthompson@ovsd.org within 24 hours of service call.
    The District shall render payment Net (30) days following receipt and approval of a complete and accurate invoice by the District's authorized representative.

23. **ORDERS -** Orders will be issued directly to the vendor by Nutrition Services staff. Orders shall be placed as service is needed. All service shall be delivered as mutually agreed upon within time parameters.

24. **CONTRACTING WITH SMALL BUSINESSES** - Per 2 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."

25. **CONTRACTING WITH MINORITY OWNED BUSINESS -** Per 2 CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority owned business, women's business enterprise, veteran-owned business, and/or labor surplus area firms. 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."

26. **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.

27. **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".

28. **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.

29. **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 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. The Ocean View School District Board of Trustees will formally award the award.

30. **REFERENCES -** Proposer will provide three (3) current references from school districts or similar customers that require service to multiple sites. These references must include the entity's name, name and title of contact person, phone number, email address, and number of sites serviced. At least two of the three references provided must be from school districts within California comparable in size to Ocean View School District.

31. **BASIS OF AWARD** - The Board of Trustees of the Ocean View School District intends to award the RFP based on the evaluation criteria defined by this RFP. Parties will be assigned a score based on these criteria.
The Ocean View School District reserves the right to reject quotations and waive any formality in the bidding.

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.

32. **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.

33. **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. **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.
h. **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.
i. **Disclosure** - Vendor shall note any and all relationships that might be a conflict of interest and include such information with the Proposal
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, 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. **With Cause by District**. The district may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
   - material violation of this Agreement by the Vendor; or
   - any act by Vendor exposing the District to liability to others for personal injury or property damage; or
   - Vendor is adjudged bankrupt, Vendor makes a general assignment for the benefit of creditors or a receiver is appointed on account of Vendor's insolvency.

   Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another vendor. If the expense, fees, and/or costs to the District exceed the cost of providing the service pursuant to this Agreement, the Vendor shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

q. **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.

r. **Emergency Procurement** - Ocean View School District reserves the right to source elsewhere if the awarded Proposer cannot hold to the current contract language, including but not limited to pricing.

s. **Cancellation for Insufficient or Non-Appropriated Funds** - The bidder hereby agrees and acknowledges that monies utilized by the District to purchase the items/services 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.

t. **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.

u. **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.

v. **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.

34. **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 -** The OVSD policy is in firm support of the provisions of the Equal Opportunity Act of 1975. OVSD, therefore, must be assured by the successful Vendor in this Proposal that it is an equal opportunity employer according to the provisions of the Act.
k. **Fingerprinting -** Successful Vendor agrees to comply with the provisions of Education Code Section 45125.1 - Vendor will conduct a criminal background check of all employees, agents, and representatives assigned to the District that will enter the sites and other District facilities for purposes of providing services covered by this Proposal during regular District hours, and will certify in writing that no such employees, agents, and representatives who been convicted of serious or violent felonies as specified will have contact with students.

Additionally, all employees entering a school site must provide identification and sign-in at the front office through the District's Raptor system for a visitor badge. This visitor badge must be worn at all times while on site.

l. **Clean Air/Clean Water Statement** - Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 15857(h) Clean Air and Water Certification. Proposer certifies that none of the facilities it uses to produce goods provided under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Proposer will immediately notify the District of the receipt of any communication indicating that any of the Proposer's facilities are under consideration to be listed on the EPA List of Violating Facilities.

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

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

SERVICE LEVEL AGREEMENT for RFP#2627-02 REFRIGERATION REPAIR and MAINTENANCE

The purpose of this Request for Proposal (RFP) is to invite competitive Proposals from qualified contractors to provide kitchen refrigeration repair and maintenance services for the Ocean View School District (OVSD) Food and Nutrition Program. OVSD intends to award a contract to one qualified contractor to service fourteen (14) district sites.

The Contractor shall provide comprehensive repair, maintenance, and replacement services for the Ocean View School District (OVSD) industrial-grade kitchen refrigeration systems (walk-in coolers, freezers, reach-in refrigerators, milk coolers, and other refrigerated storage units) across all District buildings.

The goal of this contract is to ensure all covered equipment operates safely, efficiently, and in compliance with applicable health, safety, and building codes. Services shall be performed in a timely manner with minimal disruption to school operations.

This RFP is designed to provide interested Vendors with sufficient basic information to submit Proposals meeting minimum requirements but is not intended to limit a Proposal's content or exclude any relevant or essential data. Vendors are at liberty and encouraged to expand upon the specifications to evidence service capability under any agreement.

All Proposal preparation costs and any associated activities related to this RFP are the sole responsibility of the Vendor. OVSD is not liable for any costs incurred throughout the entire selection process.

General Instructions: RFPs are requested for kitchen refrigeration repair and maintenance subject to the provision of pricing-terms of contract, and under Education Code Section 17596 and 81644, this Proposal may be extended (by mutual consent expressed in writing)for the period of one (1) year and the possibility of four (4), one (1) year extensions not to exceed five (5) years. This RFP will be for the period of July 1, 2026 through June 30, 2027.

The district can exercise its rights to extend contracts per federal limits. The renewal is contingent upon competitive pricing and all terms and conditions of the original contract as authorized by 2 CFR 200.317. The extension may be granted on a year-by-year basis provided that the following conditions are being met:

- ➢ The District has deemed the products and services of the vendor satisfactory.
- ➢ Such renewal will be made by notifying the vendor in writing ninety (90) days before the expiration of the contract.
- ➢ Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
    1. All Services specified will be procured from the successful Proposer(s) selected.
    2. Invoices shall be submitted under the same firm name shown on the Bid and emailed to Department Secretary at bthompson@ovsd.org

3. A legible service receipt shall be left at the site upon completion of each service call
4. Any issues/changes/updates to the job or other emergency communications shall be reported directly to the Nutrition Services Department by the vendor's authorized representative. Contact must be made directly through phone call or email to the Department Secretary at 714-847-2551 ext. 1452 or bthompson@ovsd.org

Please refer to Service and Pricing Proposal – Attachment "19", Table B for a list representing an approximation of the units that will be covered under this RFP.

A. The Awarded Vendor shall:

- Provide all labor, materials, parts, equipment, tools, transportation, and incidentals necessary to perform the work.
- Employ qualified, licensed, and certified technicians for all work performed.
- Comply with all local, state, and federal codes and regulations.
- Maintain a service response time of no more than two (2) calendar days for standard requests and same-day response for emergency service calls.
- Coordinate with District representatives to schedule work and minimize disruption to educational activities.
- Maintain detailed service records, including date, location, work performed, parts used, and technician name.
- Prior to performing any repair, check the equipment to verify whether it is still under manufacturer warranty and, if so, obtain approval from the manufacturer before proceeding with any work.
- Provide warranty support for all labor and materials.

B. Quotation and job approval requirements

- The Vendor must provide a written quote for large jobs and there shall be no additional charge. It shall list materials and labor hours for auditing purposes. If the actual work requires less time or materials than quoted, the invoice must reflect the lower actual cost.
- Minor repairs (parts are on the truck) can be made without an approved quote.
- Quotes needed for large jobs must be approved and signed by a designated District representative before any additional work begins.
- Ocean View School District reserves the right to reject any quote for any reason and is under no obligation to proceed with the job.

C. Refrigeration services may include, but are not limited to:

- Repair and Preventive maintenance of walk-in coolers, freezers, reach-in refrigerators, milk coolers, blast chillers, serving wells, and other refrigerated storage units.

- Temperature calibration and performance testing.
- Replacement of worn or defective components, compressors, evaporators, condensers, and other major components.
- Cleaning and calibration of equipment to manufacturer specifications.
- Refrigerant leak detection, repair, and charging in compliance with EPA regulations.
- Safety checks to ensure compliance with health and safety regulations.
- Documentation of all refrigerant usage, recovery, and disposal in accordance with environmental requirements.

D. Preventive maintenance program: The Awarded Vendor (after site survey) to provide a preventive maintenance plan for all covered equipment, including:

- A bi-annual PM Program that would be done in July/August and February/March
- Checklists for inspections and maintenance tasks.
- Written reports after each service visit with recommendations for repairs or replacements.
- Annual review meetings with District representatives to assess performance and equipment condition.

E. Safety and compliance: The Contractor shall:

- Ensure all work is performed by trained personnel following OSHA safety standards.
- Secure all work areas to protect students, staff, and visitors.
- Properly dispose of all waste, debris, and hazardous materials.
- Use environmentally friendly products and processes where possible.

F. Performance standards

- All work shall meet or exceed industry best practices and manufacturer specifications.
- All repairs and replacements must be approved by a designated District representative prior to commencement.
- The Contractor shall correct any deficiencies in workmanship at no additional cost to the District.

G. CSLB Licensing – A California C-38 Refrigeration Contractor License is required to be awarded a contract to maintain and repair any refrigeration equipment. Contractor must maintain all required licensing, registrations, permits, and certifications under both state and local jurisdictions that are necessary for the execution of work throughout the entirety of the contract. CFESA certification is preferred but not required.

By signing below, you agree to provide the above level of service to Ocean View School District.

_____

Company Name (Print or Type)

_____ _____

Authorized Company Representative Signature Date

_____

Print Name

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 Visit	**$**
□	**Check if no minimum dollar amount per visit 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.	Itemized Proposal List	50
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references, vendor questionnaire, and past experience and reputation as determined by the District, that show: ● 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. ● Strong history of similar services ● Sufficient staffing to provide work proposed ● Sufficient background, experience, qualifications, technical capabilities to provide proposed work. ● Sufficient Safety training and practices 0 Points: References and/or vendor questionnaires demonstrate poor performance or inability to meet criteria described above.	- Reference forms - Responses to Questions Labeled "Service Reliability and Past Performance - " in Vendor Questionnaire	40

Licensing	100% of max points: Vendor maintains CFESA Certification 0% of max points: Vendor does not maintain CFESA Certification	Answer to question labeled "Licensing " in Vendor Questionnaire	10
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: Proposer Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color), Veteran, and/or Labor-Surplus Area Firms. 0% of Max Points: Proposer Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color), Veteran, and/or Labor-Surplus Area Firms.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5
TOTAL POINTS:			110

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 Reliability and Past Performance - Will you be able to provide points of contact with whom the District can communicate through e-mail and by phone?

   a. Yes
   b. No

2. Service Reliability and Past Performance - Please provide a description and brief history/background of your company. Include the number of years in business; list of owners; board of directors, if applicable; total number of employees in the company; total number of employees working out of the office, certified technicians, warehouse, or depot from where services for this contract will originate.

3. Service Reliability and Past Performance - How would you describe your company's financial stability?

4. Service Reliability and Past Performance - Please describe your company's employee training and safety programs.

5. Service Reliability and Past 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.

6. Service Reliability and Past Performance - During the previous school year how many K-12 schools districts did you service?

7. Service Reliability and Past Performance - Can you meet all aspects of the Service Level Agreement as described in this RFP?

8. 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

9. Contracting with Minority-Owned Businesses - per 2 CFR 200.321:Does the majority (51% or more)of your business ownership identify as women or BIPOC individual(s) or veteran?

   a. Yes
   b. No

10. Licensing - Please list your company's current licensing, registrations, and certifications.

11. Warranty Work - Please list all manufacturers for which your company is an authorized warranty service provider.

12. Preventative Maintenance - Does your company offer a preventative maintenance program for commercial kitchen refrigeration equipment?

    a. Yes
    b. No

    If yes, please describe.

13. Piggyback Clause - Do you agree to grant the piggyback option? (unscored)

    a. Yes
    b. 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 / Public Institution	
Contact Person & Title	
Email Address	
Telephone Number	
Required Number of Sites Serviced	

Reference #2

School District / Public Institution	
Contact Person & Title	
Email Address	
Telephone Number	
Required Number of Sites Serviced	

Reference #3

School District / Public Institution	
Contact Person & Title	
Email Address	
Telephone Number	
Required Number of Sites Serviced	

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. This form is required each time a Proposal for goods/services over $25,000 (2 CFR §180.220) is solicited or when renewing/extending an existing contract (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.

(4)

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: a. **Contract** b. **Grant** c. **Cooperative Agreement** d. **Loan** e. **Loan Guarantee** f. **Loan Insurance**	**2. Status of Federal Action:** a. **Bid/offer/application** b. **Initial award** c. **Post-award**	**3. Report Type:** 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	**Signature:**

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 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.	_____ **Print Name:** _____ _____ **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	

OPTION #2: EXEMPTION

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 $150,000 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 (42 U.S.C. 7414, 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 (42 U.S.C. 7401 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. 7410(d)), an approved implementation procedure or plan under 42 U.S.C. § 7411(c) or (d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under 42 U.S.C. § 7412(d).
D. The term "Clean Water 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 Vendor.

_____ _____

Authorized Representative Title

_____

Date

BIDDER'S STATEMENT REGARDING INSURANCE COVERAGE - Attachment "15"
TO BE SUBMITTED WITH PROPOSAL

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Proposals. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Ocean View School District as Additional Insured for the work specified.

_____

Name of Bidder (Person, Firm, or Corporation)

_____

Signature of Bidder's Authorized Representative

_____

Name & Title of Authorized Representative

_____

Date of Signing

CONTRACTOR'S CERTIFICATE REGARDING

ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY - Attachment "16"

TO BE SUBMITTED WITH PROPOSAL

The CONTRACTOR agrees that it will abide by and implement the DISTRICT's Alcoholic Beverage and Tobacco-Free Campus Policy, prohibiting the use of alcoholic beverages and tobacco products, at any time, on DISTRICT-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The CONTRACTOR shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all time

DATE: _____

_____
CONTRACTOR

By: _____
SIGNATURE

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION - Attachment "17"

TO BE SUBMITTED WITH PROPOSAL

The undersigned does hereby certify to the Ocean View School District ("District") as follows:

- That I am_____ a representative of_____("Vendor") under contract with the District;
- That I am familiar with the facts herein certified; and
- That I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions with respect to the Agreement (initial each):

_____ Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor employees, agents, and volunteers who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

_____ Vendor's responsibility for background clearance extends to all of its employees, agents, and volunteers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of Vendor.

_____ Vendor agrees that all employees shall enter school sites through the front office, provide identification, and sign-in through the District's Raptor system for a Visitor badge. This Visitor badge must be worn at all times.

Date: _____

Name of Vendor: _____

Signature:_____ Representative's

Name: _____ Representative's

Title: _____

OCEAN VIEW SCHOOL DISTRICT SITE LIST - Attachment "18"

TO BE SUBMITTED WITH PROPOSAL

	School / Facility Name	Address	City	Zip
1	Central Kitchen – Food & Nutrition Services	8291 Warner Ave	Huntington Beach	92647
		Elementary Schools		
2	Circle View Elementary	6261 Hooker Dr	Huntington Beach	92647
3	College View Elementary	6582 Lennox Dr	Huntington Beach	92647
4	Golden View Elementary	17251 Golden View Ln	Huntington Beach	92647
5	Harbour View Elementary	4343 Pickwick Cir	Huntington Beach	92649
6	Hope View Elementary	17622 Flintstone Ln	Huntington Beach	92647
7	Lake View Elementary	17451 Zeider Ln	Huntington Beach	92647
8	Oak View Elementary	17241 Oak Ln	Huntington Beach	92647
9	Star View Elementary	15679 Newland St	Midway City	92683
10	Village View Elementary	5361 Sisson Dr	Huntington Beach	92649
11	Westmont Elementary	8251 Heil Ave	Westminster	92683
		Middle Schools		
12	Marine View Middle School	5682 Tilburg Dr	Huntington Beach	92649
13	Mesa View Middle School	17601 Avilla Ln	Huntington Beach	92647
14	Vista View Middle School	16250 Hickory St	Fountain Valley	92708

I confirm that our company holds all required business licenses and permits to perform refrigeration repair and maintenance services across all jurisdictions listed above

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:_____

SERVICE AND PRICING PROPOSAL - Attachment "19"

TO BE SUBMITTED WITH PROPOSAL

Based on fiscal year 2024-25 expenditures, the District anticipates requiring approximately 375-425 labor hours for Refrigeration Repair during the upcoming contract period. The total anticipated need is only for reactive maintenance and does not include hours for comprehensive preventive maintenance programs for industrial-grade kitchen refrigeration systems (walk-in coolers, freezers, reach-in refrigerators, milk coolers, and other refrigerated storage units) across all District buildings. Vendors are encouraged to submit Proposals for the scope of work they are qualified and equipped to perform. Vendors should clearly specify in their proposals the types of equipment they service, their capacity for both emergency and scheduled maintenance, and their estimated annual labor hour availability.

Please indicate hourly rates in Table "A".

Please indicate which equipment your firm proposes to service in Table "B".

Table "A"

Cost category	**Vendor's quote**
Technician regular hourly rate Normal Hours of Business	$_____ / hr _____am to _____pm
Technician overtime hourly rate	$_____ / hr
Technician weekend hourly rate	$_____ / hr
Prevailing Wage hourly rate	$_____ / hr
Do you have a Trip Charge? Does this include the first hour of labor?	$_____Yes _____No _____Yes _____No
Other Charges (please describe)	$_____
Other Charges (please describe)	$_____

For regular scheduled preventative maintenance work, do you have a discounted or set rate? If so, please describe in "other charges" or on an attached sheet.

There are approximately 120 pieces of equipment across the district. The list below is not exhaustive and the district may remove or add equipment as needed.

Table "B"

Equipment Description	Required Certification for Service	Check Here if Proposing to Service	Notes (please use this column for any additional details)
Walk In Refrigerator	C-38		
Walk in Freezer	C-38		
Combi Walk in Frig/Freezer	C-38		
Reach In Refrigerator	C-38		
Reach In Freezer	C-38		
Milk Cooler	C-38		
Ice Machine	C-38		
Refrigerated Display Case	C-38		
Blast Chiller	C-38		
Ice Cream Floor Freezer	C-38		
Hot/Cold Wells	C-38 for Cold Wells		

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:_____

END OF RFP