



FOOD SERVICE DELIVERY TRUCKS

Bid No. 1507

Bid Deadline: Tuesday, January 12, 2016, 9:00 AM
Garden Grove Unified School DISTRICT
Office of Business Services – Purchasing Department
10331 Stanford Avenue
Garden Grove, CA 92840

Contact: Connie Cross, Assistant Director of Business Services
(714) 663-6133
ccross@ggusd.us

GARDEN GROVE UNIFIED SCHOOL DISTRICT
Purchasing Department
10331 Stanford Avenue, Garden Grove, CA 92840
(714) 663-6133

NOTICE CALLING FOR BIDS
FOOD SERVICE DELIVERY TRUCKS
BID NO. 1507

District: **Garden Grove Unified School District**

Bid Deadline: **January 12, 2016 at 9:00 AM**

Place of Bid Receipt: **Garden Grove Unified School District Business Office**
10331 Stanford Avenue
Garden Grove, California 92840

NOTICE IS HEREBY GIVEN that the Garden Grove Unified School District of Orange County, California, acting by and through its Board of Education, hereinafter referred to as "District," will receive up to, but not later than, the above-stated bid deadline, sealed bids at the place identified above for the award of a contract for the above referenced bid.

The district is seeking proposals for Food Service Delivery Trucks, Bid 1507, in accordance with Instructions, Conditions, and Specifications now on file in the Purchasing Department of said School District.

Time is of the essence. Each bid must conform and be responsive to the bid documents, which are on file in the Business Office. Bid documents are also available online at: http://www.ggusd.us/apps/pages/index.jsp?uREC_ID=230403&type=d&pREC_ID=580072; printed copies are available upon request by contacting Connie Cross at (714) 663-6133. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. The right is also reserved by the Board to select items which, in their opinion, will best serve the needs of the District.

Any and all questions shall be directed to the Business Office at (714) 663-6133.

Dated this 23rd day of November, 2015.

GARDEN GROVE UNIFIED SCHOOL DISTRICT

By: _____
Connie Cross
Assistant Director of Business Services

Publication Dates: December 2, 2015 and December 9, 2015
Orange County News – PO J72V0004

BID OBJECTIVE

The Garden Grove Unified School District (GGUSD) is seeking bids for delivery trucks with insulated delivery boxes. These will be used to deliver meals for GGUSD students. This is a 1-year contract with 2 one (1)-year options to renew at the District's discretion. Bidder must agree that any contract awarded by GGUSD will be contingent on adequate funding and that any awarded contract may be terminated at any time by GGUSD.

Food Service Delivery Trucks will be purchased by the district's Food Service Department and will be used to replace its current inventory. Vehicles will be built according to specifications listed in Exhibit I; attached boxes will be built according to specifications listed in Exhibit II. Truck and box must be delivered to the district as one unit.

Contractor agrees to furnish vehicles at the unit prices quoted in accordance with actual requirements throughout the contract period. Contractor will be paid for each delivery truck according to the rates awarded.

It is the Bidder's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. In accordance with Government Code § 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened. At the time set forth in the Notice To Bidders - Invitation For Bids for the opening of bids, the sealed bids will be opened and read at the District office.

All inquiries regarding this bid must be submitted no later than 10:00 AM on or before Friday, December 18, 2015 to Connie Cross, Assistant Director of Business Services by email at purchasing@ggusd.us or by fax at 714-663-6250.

Bidders are advised that oral or written communications from the District in any form other than an official addendum does not alter the bid or specifications.

Bidder must agree that Food Service Delivery Trucks, Bid No. 1507 is nonexclusive and that the GGUSD will determine, in its sole discretion, the vehicles that are best for delivery of the students' meals and the most cost effective for GGUSD.

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all bid documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the **Garden Grove Unified School District, 10331 Stanford Avenue, Garden Grove, California** and must be received on or before the bid deadline (Public Contract Code Section 20112) The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the bid designation and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud.

3. Signature. Any signature required on bid documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

4. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the District may result in the District's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that District determines that any bid is unintelligible, illegible or ambiguous, the District may reject such bid as being nonresponsive.

6. Examination of Bid Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the bid; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the materials and/or services, including the cost of permits and licenses required for the materials and/or services; determine the character, quality, and quantities of the materials and/or services to be delivered/performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the bid. The bid documents are only provided as information for the bidder. The District is not making any warranties regarding said information. The District shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions given in the bid documents and the actual conditions revealed during the progress of the services. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids.

8. Bid Opening Reading. All bids shall be publicly opened and read aloud at the scheduled time and place. Bids submitted and their recaps will not be available for review until after approval by the district's Governing Board.

9. Agreement. The Agreement which the successful bidder will be required to execute is included in the bid documents.

10. Interpretation of Bid Documents. If any bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the bid documents, a written request for an interpretation or correction thereof or answers to questions must be submitted to the District five (5) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the bid documents and answers to questions will be made solely at District's discretion and only by written addendum duly issued by the District, and a copy of such addendum will be hand delivered, e-mailed or faxed to each bidder known to have received a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents, nor shall any oral interpretation of bid documents be binding on the District. If there are discrepancies of any kind in the bid documents, the interpretation of the District shall prevail. **SUBMITTAL OF A BID WITHOUT A REQUEST FOR CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE BID DOCUMENTS ARE ACCEPTABLE AND SUFFICIENT FOR BIDDING AND COMPLETING THE SERVICES; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND**

COMPLETING THE SERVICES IN ACCORDANCE WITH THE BID DOCUMENTS; AND THAT BIDDER AGREES THAT THE SERVICES CAN AND WILL BE COMPLETED ACCORDING TO THE DISTRICT'S TIMELINES.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same equipment/services unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid.

12. Award of Contract. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process. The award of the contract, if made by the District, will be by action of the Governing Board and to the lowest responsive and responsible bidder by category. If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the District may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the services or delivery of equipment. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the services. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the District. In this regard, the District may conduct such investigations as the District deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder to perform the services to the District's satisfaction within the prescribed time. The District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the District.

14. License and Permits. If, at the time and date of the bid opening, bidder is not properly licensed to perform the services or to provide the equipment, such bid will be rejected as nonresponsive. Bidders, their employees, and agents shall secure and maintain valid permits and licenses that are required by all local, county, state, and federal laws for the execution of this contract.

15. Anti-Discrimination. In connection with all services performed under this bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with

applicable federal and state laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Sections 1410, et. al. and 1735.

16. Hold Harmless and Indemnification. The successful bidder awarded the contract will be required to indemnify and hold harmless the District, its Governing Board, officers, agents, and employees as set forth in the Agreement.

17. Time is of the Essence. All products must be delivered and services must be completed within the time limits set forth in the bid documents. It is agreed that failure to deliver equipment and/or perform the services described herein within the time limits required will result in successful bidder being liable to the District, in an amount of cost plus 10% for each consecutive calendar day that services are not performed as required within the time limits required by the District. Such damages shall be deducted from any payments due or to become due to the successful bidder.

18. Non-collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a non-collusion declaration.

19. Copies. The number of executed copies of the Agreement, required is three (3).

20. Term of Contract. The term of this contract is for one (1) year with two one (1) year options to extend by mutual written agreement, and upon approval of the District's Governing Board. Term of the contract shall not exceed three (3) years.

21. Prices. Bid each item separately. Prices must be stated in the units as specified. Bidders must bid showing unit price and extension. In the case of a discrepancy between the unit price and the extended price, the unit price will prevail. Prices should be quoted net, including any trade discounts, F.O.B. destination. Destination shall be as designated within the boundaries of the Garden Grove Unified School District, Garden Grove, California 92840.

All shipments shall be accompanied by a packing slip. Purchase order numbers shall appear on all packing slips, invoices and packages.

Cash discounts, when included, shall be considered pursuant to the DISCOUNTS provision of this bid. Sales tax shall be listed separately and will be paid by the district.

All prices must remain firm for the entire term of the contract. Pricing shall be inclusive of all and any cost charged to the District including delivery and fuel surcharges. In the event the successful bidder proposes to increase or decrease prices, the successful bidder shall provide the District with a written proposal on or before January 5 of each renewal year. The basis for such adjustment shall not exceed the percentage of change in the Consumer Price Index (CPI), for Pacific Cities and U.S. City Average, for the period July 1 through June 30, of the then prior calendar year, in the category All Urban Consumers, Los Angeles-Orange-Riverside Counties, as published in the Department of Labor, Bureau of Labor Statistics Publication. After substantial evidence of an operational cost increase or decrease has been presented and analyzed, the District may make an adjustment as deemed by the District to be reasonable and fair. The adjusted rate shall be effective February 1st. Adjustment shall be approved by the district's Governing Board.

22. Purchase Orders and Invoices. The school district shall issue purchase orders to the vendor. Invoices shall be submitted to the school district and shall contain the following information: Purchase order number, item number, item description, quantity, unit price, extended total and applicable discounts for items delivered. Failure to enter this information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by the school district.

23. OSHA. The vendor certifies by delivery that all items furnished under this agreement meet or exceed applicable OSHA codes.

24. Delivery Schedule. Bidders shall be required to commence delivery of all items on which bids are accepted immediately after receipt of a district purchase order and in first class condition. Failure to complete all deliveries within thirty (30) days after receipt of a district purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

Prior to delivery, all equipment shall be tested and integrated at the bidder's facility. All items found to be faulty shall be replaced prior to delivery, installation and acceptance by the district. Delivery will be coordinated with the district's designated representative. **There are no district designated receiving and offload staging area at site buildings other than the district warehouse.**

25. Brands. Brand names and/or specifications are given for descriptive purposes, to indicate the quality, utility and capabilities desired by the district; the specifications are not intended to restrict competition. It shall be understood that bidder is bidding on the items specified unless bidder states specifically in the bid that the brand, make or item proposed is not requested. Alternate brands, which are different from those specified, shall be considered for award provided that the same quality, utility and capabilities as those specified are available as determined solely by the Purchasing Department. **Complete descriptive cuts, technical data, and information describing any alternate brands offered must be submitted with the bid.** District reserves the right to evaluate by demonstration, any alternate offer, to determine if alternate offer meets specification. Each bidder shall indicate, in the space provided on the Bid Form, the brand/manufacturer's name and model/catalog number for each item listed. **Failure to comply with the requirements of this paragraph shall cause the bid to be considered non-responsive.**

26. Samples. When requested, bidder shall submit properly marked samples of the article (s) on which bid is made to the district. Any sample submitted must be clearly marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such markings shall state (1) name of bidder, (2) number of bid, and (3) item number. Samples, when required, must be furnished free of expense to the district and, upon request, will be returned at bidder's expense.

27. Evidence of Responsibility. Bidders shall submit three (3) references with whom similar transactions were made during the previous year. In addition, bidders may be required to provide proof of financial responsibility, if requested.

28. Inspection and Acceptance: All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their

productions, handling, processing, and labeling. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced immediately by the bidder at no cost to the district. District shall be allowed ten (10) working days after delivery to report damaged goods. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

29. Discounts. Cash discounts shall be considered in determining low bid if discount offered is for a thirty (30) day payment period or longer. Cash discounts for less than thirty days shall not be considered in determining low bid. In connection with any discount offered, the discount period shall begin at the date of delivery and acceptance at destination, or the date the correct invoice is received, or on the date final approval of payment is authorized (in the event that an adjustment is necessary due to damage), whichever is later.

30. Bid Documents. The complete bid includes the following documents: Notice Calling for Bids, Instructions for Bidders, Bid Form, Hold Harmless, Agreement, and Non-Collusion Affidavit. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint himself with the conditions and terms affecting the performance of the agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section.

31. Quantities. Quantities shown are estimated usages of the district for the bid period. The district reserves the right to purchase more or less of the units specified. These quantities are not guaranteed by the district but are included for information and bid planning purposes only.

32. Non-conforming. When any supplier shall deliver any article which does not conform to the specifications/ bid documents or when deliveries are unduly delayed, district may, at its option, annul and set aside the contract entered into with said supplier, either in whole or in part, and make and enter into a new contract with supplier that can provide equal or similar items in a timely manner. Additional costs incurred by the district as a result of such action shall be borne by the supplier (and/or his sureties), failing to perform.

33. Default. In the event a bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of this bid, the district reserves the right to cancel outstanding orders and award to the next low responsible bidder without benefit of further bid.

34. Warranty. Warranty periods and terms shall be for a minimum of three (3) years and shall be stated in the bid response. The vendor agrees that all items furnished under this agreement shall be covered by the most favorable commercial warranties (to include merchantability) that the vendor provides any customer for such items, and that the rights and remedies provided therein are in addition to any other provision of this agreement.

35. Independent Contractor. While engaged in carrying out and complying with the terms and conditions of the contract, the successful bidder shall be deemed an independent contractor and not an officer, agent, or employee of the District.

36. Participation by Other Districts and Continuing Contract. Other districts in the State

of California may procure items off this bid under the same terms and conditions stated in this bid. REF: PCC 20118 – Said school district and public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the district and the vendor.

37. Insurance and Workers’ Compensation. Successful bidder shall obtain and maintain insurance coverage in the amounts set forth below during the term of the contract and shall furnish certificates of insurance for each policy to the District. The following coverage noted on the left with an “X” are required (Certificate or Endorsement) with the Minimum Limits as noted on the right.

<u>CERTIFICATE/ENDORSEMENTS</u>	<u>MINIMUM LIMITS PER OCCURRENCE</u>
<u> X </u> / <u> </u> Worker’s Compensation	Statutory
<u> X </u> / <u> </u> Employer’s Liability	\$1,000,000
() Broad Form–All States Endorsement	
() Other	
<u> X </u> / <u> X </u> Commercial General Liability	\$1,000,000 (\$3,000,000 Aggregate)
(X) Premises and Operations	() Explosion Hazard
(X) Contractual Liability	() Collapse Hazard
(X) Independent Bidders	() Underground Hazard
(X) Product/Completed Operations	() Garage Keepers Legal Liability
(X) Broad Form Property Damage	() Hanger Keepers Legal Liability
(X) Personal Injury	() Sexual Misconduct or Sexual Molestation Medical Expense Limit
(X) Broad Form Liability Endorsement	() Watercraft Liability
() Fire Legal Liability	
() Incidental Medical Malpractice	
<u> X </u> / <u> X </u> Vehicle (including auto) Liability	\$1,000,000 (per occurrence)
(X) Owned Vehicles	
(X) Non-owned Vehicles	

For all insurance coverages provided by successful bidder, the following terms apply:

- A. All liability policies are to contain, or be endorsed to contain, the following provisions:
1. Successful bidder agrees to defend, indemnify, save and hold harmless the District, its Governing Board , officers, employees, agents, and representatives;
 2. Named additional insured endorsements for the District, its Governing Board, officers, employees, agents, and representatives. They are to be covered as insured as

respects: liability arising out of activities performed by or on behalf of the successful bidder; products and completed operations of the successful bidder; premises owned, occupied or used by the successful bidder; or automobiles owned, leased, hired or borrowed by the successful bidder. The coverage shall contain no special limitation on the scope of the protection afforded to the District, its Governing Board, officers, employees agents, and representatives.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by successful bidder, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

38. Assignment of the Agreement. No agreement awarded under this bid shall be assigned without the prior written approval of the district.

39. Cancellation. The district reserves the right to cancel this agreement with a thirty (30) days' written notice to bidder. Reason for cancellation would include, but not be limited to, failure of vendor to perform in a timely manner or unacceptable quality of service/equipment.

40. **Questions and Addenda.** Any and all questions regarding this bid must be submitted in writing to **Connie Cross, Assistant Director of Business Services at ccross@ggusd.us before Friday, December 11, 2015 at 10:00 AM.** Answers to these questions and any other related addenda will be posted no later than 5:00 PM on Tuesday, December 22, 2015 on the District's website at:
http://www.ggusd.us/apps/pages/index.jsp?uREC_ID=230403&type=d&pREC_ID=580072.

BID FORM

Name of Bidder: _____
 To: **Garden Grove Unified School District** acting by and through its Governing Board, herein called the "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form including Price Sheet, Information Required of Bidder, Non-Collusion Declaration, Workers' Compensation Certificate, Agreement, all insurance requirements, General Conditions and Special Conditions, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), hereby propose and agree to be bound by all the terms and conditions of the Bid Documents and agree to provide equipment, within the time stipulated and according to the Bid Terms and Conditions and complete in a good workmanlike manner all requirements in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the services, in connection with the following:

Food Services Delivery Trucks Bid No. 1507

all in strict conformity with the Bid Documents, including Addenda No(s). ____, ____, on file at the office of the Garden Grove Unified School District for the sums set forth in the Bid Form Price Sheet.

Bid Form Price Sheet

Vehicle	Yr/Make/Model	Unit Price	Extended Price (3+)
3 each as described in Exhibit 1 and 1a		\$ _____	\$ _____
Rebate/Discount, if applicable			\$ _____
Additional fees (Please list):	1.	\$ _____	\$ _____
	2.	\$ _____	\$ _____
	3.	\$ _____	\$ _____
Sales Tax (8.25%):		\$ _____	
Total Price (inclusive of all fees)			\$ _____

WARRANTIES (please provide warranty information. Attach separate page(s) as needed):

DELIVERY TIME: _____

EXCEPTIONS TO SPECIFICATIONS: _____

Authorized Signature: _____

Printed Name of Authorized Signer: _____

Date: _____

Company Name: _____

Each individual bid award shall be determined from reviewing all portions of the Bid Documents, and shall include all items necessary to complete the services, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the services, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the services, and the furnishing of tools, equipment, supplies, facilities, labor, and supervision, required to perform and complete the services, all as per the requirements of the Bid Documents, whether or not expressly listed or designated.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the District the Agreement and will also furnish and deliver to the District certificates and endorsements of insurance, and the Workers' Compensation Certificate, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the District.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

5. The name(s) of all persons interested in the bid as principals are as follows:

6. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment under the contract. (Government Code section 4550 et seq.).

7. The undersigned hereby warrants that the bidder has all appropriate licenses, at the time of the bid opening, that such license entitles bidder to provide required services, that such license will be in full force and effect throughout the duration of performance of any awarded contract. Bidder shall be nonresponsive if the Bidder is not licensed as required by the Districts at the time of the bid opening.

8. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the Districts against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

9. It is understood and agreed that if requested by the Districts, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the awarded contract.

10. Time is of the essence.

11. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

12. The District reserves the right to award contract(s) to the lowest responsive and responsible bidder.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]

Joint Venturer Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

Other Parties to
Joint Venture:

If an individual: _____
(Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____
(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____
(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). District has discretion to request additional information.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____

- (5) Have you ever been licensed under a different name or different license number?
Yes _____ No _____ If "Yes," give name and license number.

- (6) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

(7) Have you ever been terminated from a school district contract prior to the completion of the contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(8) Have you ever been barred from bidding on any school district or public transportation services contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(9) Have you ever defaulted on any school district or public transportation services contract? Yes ___ No ___ If the answer is "Yes," give dates, names and addresses of school district/public agency and details. _____

(10) Have you ever brought any claim(s) against a school district or public agency? Yes ___ No ___ If the answer is "Yes," please explain in detail name of school district/public agency, nature of the claim and outcome. _____

(11) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a school district or public transportation services contract during the past ten (10) years? Yes ___ No ___ If the answer is "Yes," provide name of the school district/public agency and details. _____

(12) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of the District?
Yes ____ No ____ If so, please elaborate.

(13) List at least three (3) of your most recent school district or government contracts.

(1) _____
(2) _____
(3) _____
(4) _____
(5) _____

(14) List of References – Public/school district contracts references within the last five (5) years. District has discretion to require more than five (5) references.

1. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

2. Name: _____
Address and Telephone: _____

Contact Person: _____
Description of Contract: _____
Dates of commencement and completion of Contract: _____

Contract Amount: _____

3. Name: _____
Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

4. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

5. Name: _____

Address and Telephone: _____

Contact Person: _____

Description of Contract: _____

Dates of commencement and completion of Contract: _____

Contract Amount: _____

(15) Additional information: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

**NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

Title

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"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 in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, 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 or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 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.

Contractor/Business Name

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 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 work under the contract.)

AGREEMENT

THIS AGREEMENT, dated the ___ day of _____, 20___, in the County of Orange, State of California, is by and between the Garden Grove Unified School District (hereinafter referred to as "District"), and _____, (hereinafter referred to as "Contractor").

The District and Contractor, for the consideration stated herein, agree as follows:

1. Contractor agrees to complete the **Food Service Delivery Trucks, Bid No. 1507** according to all the terms and conditions set forth in the Bid Documents, including but not limited to the Notice Calling For Bids, Bid Objective, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Insurance Certificates and Endorsements, General Conditions, Special Conditions, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes and utility services required for delivery of equipment and/or performance of the services. All of equipment and said services shall be performed and completed in a good workmanlike manner in strict accordance with all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the services. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with this obligation.

3. District shall pay to the Contractor, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Bid Documents, the prices set forth on the Bid Form.

4. The services shall be commenced on or before the fifth (5) day after receiving the District's Notice to Proceed. The term of this Agreement shall be a one (1) year period, February 1, 2016 to January 31, 2017, and may be extended for two (2) additional one year periods upon mutual written agreement between District and Contractor. The maximum term of this Agreement shall be three (3) years.

5. Other districts in the State of California may procure items off this bid under the same terms and conditions stated in this bid. REF: PCC 20118 – Said school district and public entities shall process their purchase orders and warrants directly to the successful bidder upon agreement by the district and the vendor.

6. **Time is of the essence.**

7. Termination for Cause or Nonappropriation. In the event Contractor defaults in the performance of the Agreement as set forth in General Conditions or if there is a nonappropriation of

funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended.

Termination for Convenience. District has discretion to terminate this Agreement at any time and require Contractor to cease all services by providing Contractor written notice of termination specifying the desired date of termination. Upon receipt of written notice from District of such termination for District's convenience, Contractor shall:

- (i) Cease operations as directed by District in the notice;
- (ii) Take any actions necessary, or that District may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for District's convenience, Contractor shall be entitled to receive payment from District for equipment satisfactorily delivered and/or services performed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

8. The Contractor agrees to and does hereby indemnify and hold harmless the District, its Governing Board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the Contractor or any person, firm or corporation employed by the Contractor, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of the District.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off District's property, if the liability arose due to the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract,

The Contractor, at Contractor's own expense, cost, and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its Governing Board, officers, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the District, its Governing Board, officers, agents or employees in any action, suit or other proceedings as a result thereof.

9. Hold Harmless and Indemnification. To the fullest extent permitted by law, the Contractor, at the Contractor's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the District, including but not limited to any of its Governing Board members, officers,

employees and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the Contractor or any of its officers, agents, employees, any person performing any of the services pursuant to a direct or indirect contract with the Contractor or individual entities comprising the Contractor, in connection with or relating to, or claimed to be in connection with or relating to the services or this Agreement, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the Contractor in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to provide notice to any party as required under the Bid Documents; or
- (e) any failure to act in such a manner as to protect the District from loss, cost, expense or liability.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the District may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the District may in its sole discretion reserve, retain or apply any monies due to the Contractor under the Bid Documents for the purpose of resolving such claims; provided, however, that the District may release such funds if the Contractor provides the District with reasonable assurance of protection of the District's interests. The District shall in their sole discretion determine whether such assurances are reasonable.

10. Contractor shall take out, prior to commencing the services, and maintain, during the life of this Agreement, the insurance coverages set forth in the Information for Bidders.

11. If Contractor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _____, and that _____, whose title is _____, is authorized to act for and bind the corporation.

12. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

13. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement

can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT: GARDEN GROVE
UNIFIED SCHOOL DISTRICT

CONTRACTOR:

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

SPECIAL CONDITIONS

SPECIAL CONDITIONS

NOTE: In the event that anything in these Special Conditions is in conflict with a requirement of the General Conditions, the Special Conditions shall supersede.

1. **BIDDER QUALIFICATIONS** – The bidder shall be an authorized dealer/distributor or manufacturer of the equipment. Bidder shall be regularly engaged in the sale of equipment, parts, and services of the type and kind proposed to be furnished, and shall demonstrate the capability with factory trained personnel. Bidder shall submit evidence satisfactory to the district of bidder's service capability. Bidder shall have an authorized service facility in the Southern California area, and shall provide a toll free phone number for service, technical advice, and parts ordering.
2. **EXCEPTIONS OR DEVIATIONS** – Bidders shall bid to the district's specifications. No exceptions to or deviations from these specifications will be considered unless such exceptions are listed on the sheet attached to the bid specifications marked "EXCEPTIONS TO SPECIFICATIONS". Any exception shall be clearly documented and explained. Bidder may be required to demonstrate that the exception complies with the intent of the specifications. The awarded vendor shall be required to deliver as per the specifications, subject only to those exceptions which the district accepts as alternates to the specified item(s).
3. **WARRANTY/SERVICE** – Warranty and after sale services shall be provided by the vendor or by a factory authorized service center. Said vendor or service shall be responsible for all equipment and systems furnished as part of the vehicle obtained under this bid, regardless of origin.
4. **LITERATURE** – Bidder shall submit Manufacturer's literature and technical specifications for the equipment they are bidding on. **Bids which do not include this information will be rejected.**
5. **BID CONDITIONS FOR MOTOR VEHICLES** – The following conditions apply to all purchases of motor vehicles. All vehicles shall be new (unused), current model year production or as specified on the bid form. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. Unless otherwise specified, all vehicles must include the following required items, whether standard or optional. This is in addition to the requirements listed in Exhibits I and II.

California emissions system	White exterior
Automatic transmission	Gray interior
Factory air conditioning and heater	Vinyl seats
Heavy duty battery and alternator	Vinyl floor
Left hand and right hand	Rubber floor mats
Outside mirrors	AM/FM radio

Each vehicle shall include two (2) sets of keys to vehicle, which shall be provided at the time of delivery.

The manufacturer's regular new vehicle warranty shall apply to all vehicles purchased under this bid. The warranty shall be factory authorized and shall cover **not less than 3** years/36,000 miles, bumper to bumper, no charge for parts and labor.

Selling dealer shall register the vehicle as directed by the district. The district is exempt from registration fees, and shall provide a signed application for exempt registration. Motor vehicles shall be bid at rates, which do not include California property taxes and license fees. Tax exempt "E" plates or registration numbers will be obtained.

6. **COMPLETING THE BID FORM** – The bidder's submittal shall consist of the following documents:
- a. Signature Pages: Bid form, pages 1-5
 - b. Information Required of Bidder, pages 1-5
 - c. Non-collusion Declaration, page 1
 - d. Workers' Compensation Certificate
 - e. "Exceptions to Specifications" section (on Bid Form) detailing any major exceptions or deviations from the district's specifications. Note that any exceptions must meet or exceed the district's specifications. If none, indicate "None".
 - f. Manufacturer's literature and specification sheets
 - g. Copies of manufacturer's warranty and extended warranty as required

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- (a) Action of the Governing Board is a vote of a majority of the members in a lawful meeting.
- (b) Addenda are the changes in Bid Documents which have been authorized in writing by the District, and which alter, explain, or clarify the Bid Documents prior to the bid deadline.
- (c) Approval means written authorization by District.
- (d) Agreement includes collectively all Bid Documents.
- (e) Bid Documents includes collectively, to wit: Notice Calling for Bids, Bid Objective, Information for Bidders, Bid Form, Information Required of Bidder, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Insurance Certificates and Endorsements, General Conditions, Special Conditions, and all modifications, addenda and amendments thereto. The Bid Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- (f) Locality in which the services are to be performed means the county and city in which the services are done.

ARTICLE 2. STATUS OF CONTRACTOR

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of the Bid Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. District shall be permitted to monitor the activities of the Contractor to determine compliance with the terms of the Bid Documents.

ARTICLE 3. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Before Contractor makes any change in the name or legal nature of the Contractor's entity, Contractor shall first notify the District in writing and cooperate with District in making such changes as the District may request in the Bid Documents.

ARTICLE 4. CONTRACTOR'S SUPERVISION, PROSECUTION AND PROGRESS

- (a) The Contractor shall carefully study and compare the Bid Documents, and shall at once report to the District any errors, inconsistencies, or omissions discovered. The Contractor shall be liable to the District for damage resulting from errors, inconsistencies, or omissions in the Bid Documents that the Contractor recognized and which Contractor knowingly failed to report and which a similarly skilled, knowledgeable, and experienced contractor would have discovered.
- (b) The Contractor shall verify all information before performing services. Errors, inconsistencies or omissions discovered shall be reported to the District at once.
- (d) Omissions from the Bid Documents or the misdescription of details of services which are manifestly necessary to carry out the intent of the Agreement, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed services, but they shall be performed as if fully and correctly set forth and described in the Bid Documents.
- (e) The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of services. The Contractor shall be responsible to see that the services comply accurately with the Bid Documents.

ARTICLE 5. PROHIBITED INTERESTS

No official of any District who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any aspect of the services, shall become directly or indirectly interested financially in any awarded contract or in any part thereof. No officer or employee of District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with the services shall become directly or indirectly interested financially in any awarded contract or in any part thereof. Contractor shall receive no compensation and shall repay District for any compensation received by Contractor hereunder, should Contractor aid, abet or knowingly participate in violation of this Article 5.

ARTICLE 6. NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of the Agreement may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to the Agreement, the private party may be subjected to the payment of property taxes levied on such interest.

ARTICLE 7. ASSIGNMENT OF ANTITRUST ACTIONS

Government Code section 4552 provides:

“In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the public purchasing body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Business & Professions Code section 16700 et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the public purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.”

Contractor, for itself and all subcontractors, agrees to assign to District all rights, title, and interest in and to all such causes of action Contractor and all subcontractors may have under the Agreement. This assignment shall become effective at the time District tenders final payment to the Contractor, and Contractor shall require assignments from all subcontractors to comply herewith.

ARTICLE 8. OTHER CONTRACTS

- (a) District reserves the right to award other contracts in connection with food services delivery trucks. Contractor shall properly coordinate its services with any such contractors.
- (b) Contractor shall ascertain to its own satisfaction the scope of the services and nature of any other contracts that have been or may be awarded by District to the end that Contractor may perform services in the light of such other contracts, if any.
- (c) Nothing herein contained shall be interpreted as granting to Contractor an exclusive contract. Contractor shall not cause any unnecessary hindrance or delay to any other contractor.
- (d) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts for providing food service delivery vehicles, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

ARTICLE 9. DISTRICT’S RIGHT TO TERMINATE AGREEMENT

- (a) Termination for Cause. If the Contractor refuses or fails to complete the services or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails to complete said services within such time, or if the Contractor should file a petition for relief as a debtor, or should relief be ordered against

Contractor as a debtor under Title 11 of the United States Code, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should refuse or should fail to supply enough properly skilled workers or proper equipment, tools, and materials in the necessary quantity and quality to complete the services in the time specified, or if Contractor should fail to make prompt payment for materials or labor, or disregard laws or ordinances or instructions of District, or if Contractor should otherwise be guilty of a violation of any provision of this Agreement, then Contractor shall be deemed to be in default of the Agreement and District may, without prejudice to any other right or remedy, serve written notice upon Contractor of District intention to terminate this Agreement, such notice to contain the reasons for such intention to terminate, and unless within ten (10) calendar days after the service of such notice such condition shall cease or such violation shall cease, or arrangements satisfactory to District for the correction thereof be made and corrective action commenced in a diligent and workmanlike manner and pursued to satisfactory completion, this Agreement shall upon the expiration of said ten (10) calendar days, cease and terminate. In such case, Contractor shall not be entitled to receive any further payment.

(b) Time is of the essence in this Agreement.

(c) Nonappropriation of Funds/Insufficient Funds. In the event that sufficient funds are not appropriated to complete the services or the District determines that sufficient funds are not available to complete the services, District may terminate or suspend the completion of the contract at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all services completed. District may, without cause, order Contractor in writing to suspend, delay or interrupt the services in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

(e) The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to the District.

ARTICLE 10. INSURANCE AND PROOF OF CARRIAGE OF INSURANCE

(a) Contractor shall not commence services under this Agreement until all required insurance certificates and endorsements as set forth in the Information for Bidders from admitted insurers have been obtained and delivered to and approved by District. Such insurance shall be issued by admitted insurers approved by the District. Contractor shall provide proof of insurance on District approved forms without revisions.

(b) Certificates and insurance policies shall include the following:

(1) A clause stating:

"This policy shall not be canceled or reduced in required limits of liability or amount of insurance until notice has been mailed to District stating date of

cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

(2) 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.

(3) Statement that the District is an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

(c) In case of Contractor's failure to provide insurance as required by the Agreement, the District may, at District option, take out and maintain at the expense of the Contractor, such insurance in the name of Contractor, as the District may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which are due or to become due to the Contractor under this Agreement.

ARTICLE 11. DOCUMENTS ON SERVICES

Contractor shall keep at all times one legible copy of all Bid Documents, including addenda and any other documents related to the services. Said documents shall be kept in good order and available to District, and all authorities having jurisdiction.

ARTICLE 12. STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of the District, the Contractor, connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the costs of administration of the Agreement, shall be subject to the examination and audit of the State Auditor at the request of the District or as part of any audit of the District for a period of three (3) years after final payment is made under this Agreement .

ARTICLE 13. SCHEDULE

(a) Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the services.

ARTICLE 14. MATERIALS AND SERVICES

(a) Except as otherwise specifically stated in this Agreement, Contractor shall provide and pay for all materials, supplies, tools, equipment, labor, necessary transportation, supervision, and all other services and facilities of every nature whatsoever necessary to execute and complete the services within specified time.

(b) Materials and equipment shall be furnished in ample quantities and at such times as to insure uninterrupted services.

ARTICLE 15. OBTAINING OF PERMITS, LICENSES

Permits, licenses, and certificates necessary for prosecution of services, shall be secured and paid for by Contractor. Copies of all such permits, licenses, and certificates shall be delivered to the District.

ARTICLE 16. WORK TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS

(a) Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the services.

(b) If Contractor performs any services which it knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without such notice to District, Contractor shall bear all costs arising therefrom.

ARTICLE 17. ACCESS TO WORK SITE

District and its representatives shall at all times have access to Contractor's work site.

ARTICLE 18. GUARANTEE

(a) Contractor warrants that the services (which include any equipment or materials furnished in order to perform services) shall: (a) be in compliance with all applicable laws; and (b) conform and perform to the requirements stated in the Bid Documents and where detail requirements are not so stated, shall conform to applicable industry standards.

(b) District shall give Contractor prompt written notice after discovery of any defective services or equipment. Contractor shall correct any such defective services or equipment immediately, at its sole expense, in a manner approved by the District and with due diligence and dispatch as required to minimize the disruption to District.

(c) In the event of failure of Contractor to commence and pursue with diligence said corrections to services or equipment within ten (10) calendar days after being notified in writing, District is hereby authorized to proceed to have services provided by another Contractor, at the expense of Contractor, who hereby agrees to pay costs and charges therefore immediately on demand.

(d) If, in the opinion of the District, services or equipment creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the written notice required by this Article. If the Contractor cannot be contacted or neither complies with the District requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this Article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be

charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this Article or elsewhere in the Bid Documents.

(e) Nothing herein shall limit any other rights or remedies available to District.

(f) The District may collect its reasonable costs and attorneys' fees in any action to enforce this Article.

ARTICLE 19. PROTECTION OF PERSONS AND PROPERTY

(a) The Contractor shall be responsible for all damages to persons or properties that occur as a result of its fault or negligence in connection with the prosecution of this Agreement.

(b) Contractor shall take all necessary precautions for safety of its employees, District employees and students and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, and regulations, to prevent accidents or injury to persons related to the services. Contractor shall correct any violations of safety laws, standards, orders, rules, or regulations. In an emergency affecting safety of person, Contractor, without special instruction or authorization from the District, is hereby permitted to act, at its discretion, to prevent such threatened injury.

ARTICLE 20. NON-DISCRIMINATION

In the performance of the terms of this Agreement, Contractor agrees that it will not engage in nor permit such subcontractor as it may employ to engage in unlawful discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex of such persons.

ARTICLE 21. DISPUTES

In the event of a dispute between the parties as to performance of the services, the interpretation of this Agreement or payment or nonpayment for services performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Contractor agrees to continue the services diligently. If the dispute is not resolved, Contractor agrees it will neither rescind the Agreement nor stop the services, but Contractor's sole remedy shall be to submit such controversy to determination by a court of the State of California, in Orange County, having competent jurisdiction of the dispute, after the services have been completed, and not before.

ARTICLE 22. PAYMENTS

(a) Unless otherwise specified in writing, each month within thirty (30) days after receipt by the District of an undisputed, properly submitted payment request from Contractor which has been certified for payment by the District, Contractor shall be paid for services satisfactorily performed. **CONTRACTOR SHALL NOT BE ENTITLED TO HAVE ANY**

PAYMENT PROCESSED OR BE ENTITLED TO HAVE ANY PAYMENT FOR SERVICES PERFORMED SO LONG AS ANY LAWFUL OR PROPER DIRECTION CONCERNING SERVICES, OR ANY PORTION THEREOF, GIVEN BY THE DISTRICT SHALL REMAIN UNCOMPLIED WITH BY THE CONTRACTOR.

(b) District has discretion to require from the Contractor any additional information with the payment request. Contractor agrees that payment may be contingent upon District receiving any one or more of these documents.

(c) If Contractor defaults or neglects to carry out the services in accordance with the Bid Documents or fails to perform any provision thereof, District may, after ten (10) days written notice to the Contractor and without prejudice to any other remedy they may have, adjust the total contract price.

ARTICLE 23. TAXES

(a) Contractor will pay all applicable federal, state and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Bid Documents.

(b) If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute documents necessary to show (1) that the District is a political subdivision of the State for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

ARTICLE 24. SUBCONTRACTING

The Contractor may not subcontract transportation services.

ARTICLE 25. NOTICE

Any notice from one party to the other or otherwise under the Agreement shall be in writing and shall be dated and signed by party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

(1) If notice is given to District, by personal delivery thereof to District, or by depositing same in United States mail, enclosed in a sealed envelope addressed to District, and sent by registered or certified mail with postage prepaid;

(2) If notice is given to Contractor, by personal delivery thereof to said Contractor, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at its regular place of business and sent by registered or certified mail with postage prepaid.

ARTICLE 26. NO WAIVER

The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

ARTICLE 27. GOVERNING LAW

The laws of the State of California shall govern the Project and the Agreement.

Exhibit I - Food Service Delivery Trucks – Bid 1507

1	MODEL PROFILE: INTERNATIONAL (NEW-2014, 2015, 2016) 4300M7 SBA 4/2 (MA065)	
2	BASE CHASSIS	Model 4300M7 SBA 4x2 with 211.00 Wheelbase, 143.90 CA
3		and 73.00 Axle to Frame
4	REQUESTED GVWR	25,500. Calc. GVWR: 26,000
5	CALC. START/GRADE ABILITY	23.81% / 2.62% @ 55 M{H
6	CALC. GEARED SPEED	90.1 MPH
7	AIR BRAKE ABS	{Bendix AntiLock Brake System} Full Vehicle Wheel Control System
8		(4-Channel)
9	AIR DRYER	{Bendix AD-9} With Heater; Location inside left rail, back of cab
10	AIR COMPRESSOR:	{Bendix Tu-Flo 550} 13.2 CFM Capacity
11	POWER SUPPLY	(1) USB port or power supply, and (1) 110 volt outlet
12	STEERING COLUMN:	Tilting
13	STEERING WHEEL:	2-Spoke, 18" Diam., Black
14	STEERING GEAR:	{TRW (Ross) TAS-40} Power
15	EXHAUST SYSTEM:	Single, Horizontal, Aftertreatment Device Frame
16		Mounted Right Side Back of Cab,
17		Includes: Horizontal Tail Pipe with a Temperature Control Device
18	ELECTRICAL SYSTEM:	12-Volt, Standard Equipment
19	BATTERY BOX:	Steel
20	DATA LINK CONNECTOR	For Vehicle Programmng and Diagnostics in Cab
21	FUSES, ELECTICAL SAE	Blade-Type
22	HAZARD SWITCH:	Push On/Push Off, Located on Top of Steering
23		Column Cover
24	HEADLIGHT DIMMER SWITCH:	Integral with Turn Signal Lever
25	HORN, ELECTRIC:	Single
26	JUMP START STUD	Located on Positive Terminal of Outermost Battery
27	PARKING LIGHT	Integral with Front Turn Signal and Rear Tail Light
28	STARTER SWITCH	Electric, Key Operated
29	STOP, TURN, TAIL & B/U LIGHTS:	Dual, Rear, Combination with Reflector
30	TURN SIGNAL SWITCH	Self-Canceling for Trucks, Manual Canceling for Tractors
31		with Lane Change Feature
32	TURN SIGNALS, FRONT	Includes Reflectors and Auxiliary Side Turn Signals,
33		Solid State Flashers; Flush Mounted
34	WINDSHIELD WIPER SWITCH	2-speed with Wash and Intermittent Feature (5 Pre-
35		Set Delays), Integral with Turn Signal Lever
36	WINDSHIELD WIPERS	Single Motor, Electric, Cowl Mounted
37	WIRING, CHASSIS	Color Coded and Continuously Numbered
38		
39	ALTERNATOR	{Leece-Neville AV160P2013} Brush Type; 12 Volt 160 Amp. Capacity
40		Pad Mount, with Remote Sense

Exhibit I - Food Service Delivery Trucks – Bid 1507

41	BATTERY SYSTEM	{International} Maintenance-Free (2) 12-Volt 1100CCA Total
42	RADIO	{Panasonic CQ 120} AM/FM, Includes Multiple Speakers,
43		Includes Auxiliary Input
44	SPEAKERS IN CAB	(2) Dual-Cone
45	BACK-UP ALARM	Electric, 102dBA
46	HEADLIGHTS	Halogen; Composite Aero Design for Two Light System;
47		Includes Daytime Running Lights
48	INDICATOR, LOW COOLANT LEVEL	With Audible Alarm
49	STARTING MOTOR	{Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection,
50		With Integrated Magnetic Switch
51	GRILLE	Chrome
52	FRONT END	Tilting, Fiberglass, With Three Piece Construction
53	PAINT SCHEMATIC	PT-1 Single Color, Design 100
54	PAINT SCHEMATIC I D LETTERS "GA"	
55	PAINT TYPE	Base Coat/Clear Coat, 1-2 Tone
56	SPECIAL DELIVERY REQUESTED	Do not Use for Lead Truck, Must be Towed or Hauled
57	CLUTCH	Omit item (Clutch & Control)
58	ENGINE, DIESEL	{MaxxForce 7} EPA 10, 260 HP @ 2600 RPM, 660 lb-ft Torque
59		@ 1600 RPM, 2800 RPM Governed Speed, 260
60		Peak HP (Max)
61	AIR COMPRESSOR AIR SUPPLY LINE	Naturally-Aspirated (Air Brake Chassis Only)
62	ANTI-FREEZE	Red Shell Rotella Extended Life Coolant; -40 Degrees F/
63		-40 Degrees C; for MaxxForce and Navistar Engines
64	CRUISE CONTROL	Electronic; Controls Integral to Steering Wheel
65	ENGINE OIL DRAIN PLUG	Magnetic
66	ENGINE SHUTDOWN	Electric, Key-Operated
67	FUEL FILTER	Engine Mounted
68	FUEL HEATER	Included with Fuel/Water Separator
69	FUEL/WATER SEPARATOR	Engine Mounted
70	GLOW PLUG	Automatic with Indicator Light
71	GOVERNOR	Electronic
72	OIL FILTER, ENGINE	Drop-in Cartridge Type
73	FAN DRIVE	{Borg-Warner SA85} Viscous Type, Screw On; Includes Nylon
74	RADIATOR	Aluminum; 2-Row, Cross Flow, Over Under System, 817
75		Sq. In. Louvered, with 262 Sq. In. CAC, with Tank Oil
76		Cooler
77		Includes: DEAERATION SYSTEM with Surge Tank
78		HOSE CLAMPS, RADIATOR HOSES Gates Shrink Bank Type;
79		Thermoplastic Coolant Hose Claps
80		RADIATOR HOSES Premium, Rubber

Exhibit I - Food Service Delivery Trucks – Bid 1507

81	FEDERAL EMISSIONS EPA, OBD AND GHG CERTIFIED	For Calendar Year 2014, 2015, 2016;
82		MaxxForce 7 Engines
83	AIR CLEANER	With Service Protection Element
84	Includes:	GAUGE AIR CLEANER RESTRICTION Air Cleaner Mounted
85	THROTTLE, HAND CONTROL	Engine Speed Control, Electronic, Stationary, Variable Speed;
86		Mounted on Steering Wheel
87	ENGINE CONTROL, REMOTE MOUNTED	No Provision; Furnished for Remote Mounted
88		Engine Control
89	FAN DRIVE SPECIAL EFFECTS	Fan Cooling Ring with Fan Shroud
90		Effects, Engine Mounted
91	EMISSION COMPLIANCE	Low NO-x Idle Engine, Complies with CA Clean Air
92		Clean Air Decal on Hood
93	TRANSMISSION, AUTOMATIC	{Allison 21--_HS} 5th Generation Controls; Close Ratio
94		5-speed, With Overdrive; Less PTO Provision, Less
95		Retarder, With 26,000-lb GVW & GCW Max.
96	Includes:	OIL FILTER, TRANSMISSION - Mounted on Transmission
97		TRANSMISSION OIL PAN - Magnet in Oil Pan
98	TRANSMISSION OIL	Synthetic; 20 through 28 Pints
99	SHIFT CONTROL PARAMETERS	Allison Performance Programming in Primary and Allison
100		Economy Programming in Secondary
101		
102	AXLE, FRONT, NON-DRIVING	{Dana Spicer D800-F} I-Beam Type, 8,000-lb Capacity
103		Front Axle with 14,000-GAWR is limited to 13,200-lb
104		GAWR when used in Conjunction with 15"
105		BRAKES, FRONT AIR CAM.
106		BRAKE CHAMBERS, FRONT AXLE {Haldex} 20 SqIn
107	Includes:	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0";
108		Includes 20 Sq. In. Long Stroke Brake Chambers
109	AXLE, REAR, SINGLE	{Dana Spicer 19060S} Single Reduction, Hypoid Gearing, 19,000-lb Cap.
110		(GAWR) with Code 04091, 190 Wheel Ends. Gear Ratio: 4.88
111	Includes:	REAR AXLE DRAIN PLUG (1) Magnetic, for Single Rear Axle
112		BRAKE SYSTEM, AIR and Code 04NCL BRAKES, REAR, AIR CAM
113		Regardless of Axle/Suspension Ordered
114		20,000-lb Capacity (GAWR) with Code 04091
115		BRAKE SYSTEM, AIR and Code 04NCG BRAKES, REAR, AIR CAM
116		Regardless of Axle/Suspension Ordered
117		BRAKE CHAMBERS, REAR AXLE {Haldex GC2020LHDHO}
118		30/30 Spring Brake
119		BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes
120		30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated

Exhibit I - Food Service Delivery Trucks – Bid 1507

121	Parking Brake
122	BRAKE CHAMBERS, SPRING (2) Rear Parking; WITH
123	TRUCK BRAKES: All 4x2, 4x4; WITH TRACTOR BRAKES:
124	All 4x2, 4x4, 6x4 & 6x6 with Rear Tandem Axles Less
125	Than 46,000=lb or GVWR Less Than 54,000-lb.
126	
127	SUSPENSION, RR, SPRING, SINGLE Vari-Rate; 18,500-lb Capacity, with 4500-lb
128	Auxiliary Rubber Spring
129	SHOCK ABSORBERS, REAR (2)
130	FUEL TANK Top Draw; D Style, Non Polished Aluminum, 50 U.S. Gal., 189 L Capacity,
131	16" Deep, with Quick Connect Outlet, Moutned Right Side, Under Cab
132	CAB Conventional
133	Paint: Cab schematic 100GA; Location 1: 9219, Winter White (Std.)
134	Chassis schematic N/A
135	Includes: ARM REST (2) Molded Plastic; One Each Door
136	CLEARANCE/MARKER LIGHTS (5) Flush Mounted
137	COAT HOOK, CAB Located on Rear Wall, Centered Above
138	Rear Window
139	CUP HOLDERS Two Cup Holders, Located in Lower Center
140	of Instrument Panel
141	DOME LIGHT, CAB Rectangular, Door Activated and Push
142	On-Off at Light Lens, Timed Theater Dimming,
143	Integral to Console, Center Mounted
144	Mounted: GLASS, ALL WINDOWS Tinted
145	GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted,
146	Passenger Side
147	GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted,
148	One Each Side
149	INTERIOR SHEET METAL Upper Door (Above Window Ledge)
150	Painted Exterior Color
151	STEP (4) Two Steps per Door
152	GAUGE CLUSTER English With English Electronic Speedometer
153	Includes: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water
154	Temperature (Electronic), Fuel (Electronic), Tachometer
155	(Electronic), Voltmeter
156	ODOMETER DISPLAY Miles, Trip Miles, Engine Hours, Trip
157	Hours, Fault Code Readout
158	WARNING SYSTEM Low Fuel, Low Oil Pressure, High
159	Engine Coolant Temp, and Low Battery Voltage
160	(Visual and Audible)

Exhibit I - Food Service Delivery Trucks – Bid 1507

161	IP CLUSTER DISPLAY	On Board Diagnostics Display of Fault Codes n Gauge Cluster
162	SEAT, DRIVER	{National 2000} Air Suspension, High Back with Integral Headrest,
163		Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front
164		Cushion Adjust, -3 to +14 Degree Back Angle Adjust
165		Includes: SEAT BELT 3-Point, Lap and Shoulder Belt Type
166	MIRRORS	{Lang Mekra} (2) Rectangular, 7.44" x 14.84" & 7.44" sq. Convex Both
167		Sides, 102" Inside Spacing, Breakaway Type, Black
168		Heads, Brackets & Arms
169	SEAR, TWO-MAN PASSENGER	{National} Fixed Back, Integrated Headrest in Both Occupant
170		Positions, Cloth, Less Under Seat Storage Compartment
171	AR CONDITIONER	{Blend-Air} With Integral Heater & Defroster
172		Includes: HEATER HOSES Premium
173		HOSE CLAMPS, HEATER HOSE Mubea Constant Tension
174		Clamps
175		REFRIGERANT Hydrofluorocarbon HFC-134A
176	INSTRUMENT PANEL	Center Section, Flat Panel
177	WINDOW, POWER (2)	And Power Door Locks, Left and Right Doors, Includes
178		Express Down Feature
179	STORAGE POCKET, DOOR	Molded Plastic, Full Width, Mounted on Passenger Door
180	CAB INTERIOR TRIM	Deluxe
181		Includes: "A" PILLAR COVER Molded Plastic
182		CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic,
183		Full Height; All Exposed Interior Sheet Metal is Covered
184		Except for the following: with a Two-Man Passenger Seat
185		or with a Full Bench Seat the Back Panel is Completely Void
186		of Covering
187		CONSOLE, OVERHEAD Molded Plastic; With Dual Storage
188		Pockets with Retainer Nets and CB Radio Pocket
189		DOOR TRIM PANELS Molded Plastic; Driver and Passenger
190		Doors
191		FLOOR COVERING Rubber, Black
192		HEADLINER Soft Padded Cloth
193		INSTRUMENT PANEL TRIM Molded Plastic with Black Center
194		Section
195		STORAGE POCKET, DOOR (1) Molded Plastic, Full Length;
196		Driver Door
197		SUN VISOR(2) Padded Vinyl with Driver Side Toll Ticket Strap,
198		Integral to Console

Exhibit I - Food Service Delivery Trucks – Bid 1507

199	WHEELS, FRONT DISC	22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted,
200		5 Hand Hole, Flanged Nut, Metric Mount, 7.50 DC Rims;
201		With Steel Hubs
202	Includes:	PAINT IDENTITY, FRONT WHEELS White
203	Notes:	Compatible Tire Size: (2) 255/80R22.5 XZE (Michelin)
204		538 rev/mile, load range G, 14 ply
205		Suspension, Front, Spring: Parabolic, Taper Leaf; 8,000-lb
206		Capacity with Shock Absorbers
207		Includes: SPRING PINS Rubber Bushings,
208		Maintenance-free
209	WHEELS, REAR DUAL DISC	22.5" Painted Steel, 10-Stud (285.75MM BC) Hub Piloted,
210		5 Hand Hole, Flanged Nut, Metric Mount, 7.50 DC Rims;
211		With Steel Hubs
212	Notes:	Compatible Tire Size: (4) 255/80R22.5 XZE (Michelin)
213		538 rev/mile, load range G, 14 ply
214	Includes:	PAINT IDENTITY, REAR WHEELS White
215	BRAKE SYSTEM, AIR	Dual System for Straight Truck Applications
216	Includes:	BRAKE LINES Color and Size Coded Nylon
217		DRAIN VALVE Twist-type
218		GAUGE, AIR PRESSURE (2) Air 1 and Air 2
219		Gauges; Located in Instrument Cluster
220		PARKING BRAKE CONTROL Yellow Knob,
221		Located on Instrument Panel
222		PARKING BRAKE VALVE For Truck
223		QUICK RELEASE VALVE Bendix on Rear Axle for
224		Spring Brake Release: 1 for 4x2; 2 for 6x4
225		SLACK ADJUSTERS, FRONT Automatic
226		SLACK ADJUSTERS, REAR Automatic
227		SPRING BRAKE MODULATOR VALVE R7 for 4x2,
228		SR-7 with relay valve for 6x4
229		
230	FRAME RAILS	High Strength, Low Alloy Steel (50,000 PSI Yield); 10.125" x 0.312"
231		(257.2mm x 773.8mm x 8.0mm);480.1" (12,195mm) Maximum OAL
232	BUMPER FRONT	Full Width, Aerodynamic, Steel; 0.142" Material Thickness
233	Includes:	Bumper, Front Powder Coated Gray (Argent) Color
234		
235	WHEELBASE RANGE	185" (470cm) ThroUgh and Including 236" (600cm)
236		

Exhibit II - Food Service Delivery Trucks – Bid 1507

254 **BOX BODY & LIFT GATE**

255 ****Pre-construction meeting to be scheduled with Food Service administration and held at**

256 **District Office prior to materials being purchased****

257 Marathon 18" van body with Palfinger ILK-44 Cantilever Liftgate

258

259 18'5" OL x 102"OW x 100"IH Reefer VB

260 17'8" IL x 100"IH x 102"OW

261 Pre-painted Polar White .050 Aluminum Wall Panels

262 Sprayed Foam Insulation, Walls & Ceiling w/ 3"+

263 Floor & Bulkhead w/ 4", Sprayed in Place

264 Walls, Ceiling and Bulkhead are lined with plywood and covered w/Seamless Kemlite

265 w/Thermobreaks

266 Aluminum inverted T-floor

267 w/ 24" Extruded Aluminum Kick Plate

268 Cross members 12" on ctr - 9" Aft R. Axle

269 Aluminum/Steel Contacts Protected w/Electrolytic Treatment

270 Stainless Steel Rear Portal Reinforced

271 Threshold has added Cross Member and Base Stiffeners

272 Top of Portal Reinforcedw/ Internal Gussets

273 Front Bulkhead Reinforced

274 Special 11 GA Frt C. Member w/ Extra Long Rails

275 One Piece Aluminum Roof

276 Aluminum Roof Bows bonded every 24" on Center

277 Two (2) Interior Dome Lights

278 All LED Lights

279 LEDMarker and Tail-lights meet MVSS #108

280 (Interior and BU Lights Conventional)

281 1-1/8" insulated rear roll up door with inside safety release

282 Mud Flaps, Grab Handles, and Undercoating

283 (2) Floor Drains at Front and Full Sub Pan

284 Bulkhead is reinforced for stand alone reefer unit

285 (make and model will be provided at time of order)

286 ****BRACE FRONT WALL FOR FUTURE INSTALLATION .**

287 **DO NOT CUT HOLE IN OUTSIDE ALUMINUM SHEETS AND INSIDE LINER;**

288 **CUSTOMER MAY INSTALL REEFER AT A LATER DATE****

289 Front Radius Service Steps & Grab Handle Included

290 Extra Width VB/HC

291 102" Wide

292 24" High Aluminum Kick Plate Sides and Front

Exhibit II - Food Service Delivery Trucks – Bid 1507

- 293 Steel "D" Rings - interior
- 294 (2) rows of D-Rings located on 16" centers mounted on wall post, located
- 295 36" and 44" above floor O/C
- 296 1 row of Wallguard Protector Series 2235 single bulb rubber bumper
- 297 Full length between the 2 "D" rings
- 298 E-Track on Side Walls and Front Wall (district to provide photos)
- 299 1 track above top of "D" rings (48" from floor) AND
- 300 1 track below bottom of "D" rings (26 1/2 " from floor)
- 301 Screws need to be used to mount all E-Track
- 302 J-hooks (10) to side and front; 4 on each side, 2 on front
- 303 Palfinger ILK-44, 4400lb cantilever
- 304 84"x 98" Steel Platform, flush, with standard control on outside & hand held remote
- 305 on inside wall bracket
- 306 Back-up Camera with Monitor
- 307 Outside & hand held remote on inside wall bracket
- 308 Outside control at 56" off ground, flush with box body
- 309 40" long foot-activated cart stops with 2.5 height minimum
- 310 2 per lift gate
- 311 Cab on/off switch for cart stops
- 312 Line-X spray liner on lift gate platform
- 313 Separate battery for lift gate located in rear of box (outside, under)
- 314
- 315 **MISC**
- 316 One Way to Orange County
- 317 Weight Certificate & Misc. Fuel