



LOS ANGELES COMMUNITY COLLEGE DISTRICT

CITY / EAST / HARBOR / MISSION / PIERCE / SOUTHWEST / TRADE-TECHNICAL / VALLEY / WEST

**INVITATION FOR BID (“IFB”)
NO. 25-07**

ACQUISITION AND CUSTOMIZATION OF FOOD TRUCK

IFB SCHEDULE	
IFB Posted	Thursday, August 14, 2025
Questions regarding this IFB submitted to the District by 2:00 p.m. PST	Thursday, September 4, 2025
Questions and Answers posted to the Website	Tuesday, September 9, 2025
Bidder Submission Deadline Due by 12:00 p.m noon	Wednesday, September 24, 2025
Tentative Award Date	Thursday, September 25, 2025
Board Date for Approval	Wednesday, October 8, 2025

CONTRACTS UNIT
770 Wilshire Boulevard, 6th Floor
Los Angeles, CA 90017-3719
213. 891.2301



Table of Contents

I. PURPOSE	4
II. ABOUT THE DISTRICT	4
III. GENERAL INFORMATION AND IFB INSTRUCTIONS	5
A. BID SUBMISSION AND OPENING DATE	5
A. QUESTIONS FROM BIDDERS/CLARIFICATIONS	6
B. IFB ADDENDA.....	6
C. MEETING BID SPECIFICATIONS	7
D. INTERPRETATION OF BID DOCUMENTS.....	7
E. REQUIREMENTS.....	7
F. Intentionally Left Blank.....	7
G. WITHDRAWAL OF BID.....	7
H. AUTHORIZED SIGNATURES	7
I. BID PRICE TO BE ACCURATE, COMPLETE AND VALID	8
J. PRE-CONTRACTUAL EXPENSES	8
K. NO COMMITMENT TO AWARD	8
L. JOINT OFFERS	8
M. AUTHORIZATION TO DO BUSINESS.....	8
N. BASIS OF AWARD.....	9
O. PROPOSED PURCHASE AND SALES AGREEMENT	
P. EXCEPTIONS/DEVIATIONS	
Q. Deliver Date and Location	9
R. EXEMPTION FROM DISCLOSURE	9
S. PROTESTS.....	9
T. ACCEPTANCE OF BID	10
U. DEFAULT.....	10
IV. BID CONTENT AND FORMAT	10
A. TITLE PAGE.....	10
B. TRANSMITTAL LETTER/INTRODUCTION	10
C. MANDATORY DOCUMENTS BIDDER MUST SUBMIT WITH ITS BID	11
V. MOBILE FOOD TRUCK /SPECIFICATIONS.....	11
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID	16
Appendix A-1	17
Bid Form 17	
Acquisition and Customization of Food Truck	17
To be submitted with Bid	17



LOS ANGELES COMMUNITY COLLEGE DISTRICT

CITY / EAST / HARBOR / MISSION / PIERCE / SOUTHWEST / TRADE-TECHNICAL / VALLEY / WEST

MANDATORY DOCUMENTS ATTACHED BELOW	24
(EXHIBITS A-J)	25



I. PURPOSE

The Los Angeles Community College District (“LACCD” or “District”), a public institution of higher education, solicits bids from a business entity or business entities (“Bidder” or “Bidders”) to enter into an Agreement with a qualified business entity (“Contractor”) to acquire and customize a food truck for the District, on behalf of the Los Angeles Trade -Technical College to purchase. The purpose of this Invitation for Bid (IFB) is to procure and customize a fully operational food truck for the Los Angeles Trade-Technical College (LATTC), which will serve as a mobile culinary space for a new Food Truck Entrepreneurship program.

II. ABOUT THE DISTRICT

The District was organized in 1969 and is governed by an elected Board of Trustees and is part of the statewide California Community College system. Members of the Board of Trustees are elected at large to serve four-year terms. LACCD serves a highly diverse, multi-racial, and multi-lingual geopolitical area of approximately five million people in 2024 in roughly 900 square miles of the County of Los Angeles, including 36 cities and unincorporated communities, including the City of Los Angeles. The District extends from the San Fernando Valley and Sylmar areas north of metropolitan Los Angeles, down to the Port of Los Angeles in the south; from the “west side” of Los Angeles, over to the eastern side of Los Angeles into Boyle Heights and the San Gabriel Valley.

The District’s nine colleges provide comprehensive, lower-division general education (the traditional first two years of a four-year degree) for transfer; education pathways for two-year certificates or Associate’s degrees; occupational education; credit and non-credit instructional programs and Adult Education to meet the needs of the surrounding communities; Career Education and Strong Workforce jobs training education; citizenship classes; and, in some instances, four-year Bachelor’s degree programs and other lifelong learning opportunities. The colleges receive accreditation, subject to renewal, from the Accrediting Commission for Community and Junior Colleges (ACCJC).

The nine colleges are: [Los Angeles City College](#), [East Los Angeles College](#), [Los Angeles Harbor College](#), [Los Angeles Mission College](#), [Los Angeles Pierce College](#), [Los Angeles Southwest College](#), [Los Angeles Trade-Technical College](#), [Los Angeles Valley College](#) and [West Los Angeles College](#) and all are fully accredited. The satellite locations are: Van de Kamp Innovation Center located in Atwater Village, the South Gate Education Center in the City of South Gate, and an administrative building located near East Los Angeles College identified as the Corporate Center in Monterey Park, and the District Administrative Offices known as the Educational Services Center in downtown Los Angeles. The colleges range in size from about 22 acres (Los Angeles Trade-Technical College) to more than 450 acres (Los Angeles Pierce College). Facilities include newly constructed classroom and instructional laboratory buildings, learning resource centers (libraries with specialized learning/tutoring centers) as well as original instructional buildings, parking structures, maintenance yards, athletic fields, and gymnasiums. Some of the colleges, like Los Angeles Trade-Technical College, founded in 1925, pre-date the District and were brought into the District. Others were



created and built as the District expanded to its current configuration.

The District's 2023-2024 Fiscal Year budget, found online, [here](#), is from all funds and sources is \$10.2 billion, of which \$8.3 billion is for the District's capital improvement and construction program, "BuildLACCD." In Fall 2023 the District employed more than 6,200 full-and part-time personnel and served nearly 250,000 full-and part-time students in the 2023-24 academic year. More information about the District and its colleges can be found online, [here](#). The student population of the LACCD is ethnically diverse with 55 percent Hispanic/Latinx, 21 percent White, 9 percent African American, 5 percent Asian, and 2 percent Multi-Ethnic. More detailed information about LACCD students can be found online, [here](#). Nearly 36,000 awards to students, were conferred by LACCD colleges in the 2023-2024 academic year, including two-year degrees, degrees for transfer, and credit and non-credit certificates of achievement.

The District maintains an active free-tuition program, the Los Angeles College Promise (LACP), available to all first-time, full-time students, regardless of age, race/ethnicity, or demographic background. Since its inception in 2017, over 35,000 students have participated in this program and about 10,000 LACP students are enrolled in LACCD colleges in the 2023-2024 academic year.

III. GENERAL INFORMATION AND IFB INSTRUCTIONS

This IFB contains the instructions and conditions governing the requirements for a bid to be submitted by an interested Bidder, the format in which the bid is to be submitted, the material to be included therein, and the requirements that must be met. Each Bidder should carefully examine the entire IFB and be fully aware of the nature and quality of the services sought by LACCD as well as the conditions in providing such services. **Bids may be rejected as non-responsive if the bidder fails to fully comply with any or all of the instructions or conditions set forth in this IFB.**

A. BID SUBMISSION AND OPENING DATE

The bidder shall submit to the District one printed original and a flash drive containing the bid in Word and PDF format. Bids must be submitted in a sealed package plainly showing the bidder's legal name and marked with the words "IFB No. 25-07: AQUISTION CUSTOMIZATION OF FOOD TRUCK PURCHASE". Bid Opening Date: September 24, 2025, at 12 p.m. noon.

Bids will be opened VIA ZOOM PUBLIC MEETING,
WHICH IS AVAILABLE FOR VIEWING BY REGISTERING [here](#).

<https://laccd.zoom.us/meeting/register/xhyeILsaQ12O7RKMyxXKEA>



Mail or deliver sealed bids as follows:

Los Angeles Community College District Attention: Andrea Daniel, Procurement Specialist
770 Wilshire Blvd., 6th Floor
Los Angeles, CA 90017-3719

Bids must be received in the Procurement Office of the Los Angeles Community College District no later than 12:00 p.m. noon on September 24, 2025. Any bid received after the time and date above may, at the District's sole discretion, be returned unopened or set aside without consideration.

If a bid is hand-delivered, ample time should be allowed for downtown Los Angeles traffic and parking. The District shall not be responsible for, nor accept as a valid excuse for late bid receipt, any delay in mail service or other method of delivery used by the bidder, except where it can be established that the District was the sole cause of the late receipt. No fax, telephone, or emailed bids will be accepted. The District does not provide parking.

A. QUESTIONS FROM BIDDERS/CLARIFICATIONS

Questions or comments regarding this IFB must be put in writing via email to Andrea Daniel, Procurement Specialist, at danielar2@laccd.edu and received by LACCD no later than 2:00 p.m. PST on Thursday, September 4, 2025.

The District shall not be obligated to answer any questions received after the above-specified deadline or submitted in a manner other than as instructed above. Written responses to questions will be posted on the website at: <https://www.laccd.edu/offices/business-services/contract-services/bids-proposals>

B. IFB ADDENDA

If it becomes necessary for the District to revise any part of this IFB, or to provide clarification or additional information after the IFB is released, a written addendum or addenda will be posted on the following website address: <https://www.laccd.edu/offices/business-services/contract-services/bids-proposals>

All addenda issued shall become part of the IFB, and bidders shall acknowledge, in writing, receipt and incorporation of all addenda and clarifications in their response. Failure of the bidder to receive Addenda shall not relieve the bidder from any obligation under its bid as submitted. The Bidder shall identify and list in its bid all Addenda received and included in its bid; failure to do so may be asserted by the District as a basis for determining the bid nonresponsive. All questions and answers shall be incorporated in the IFB which will be part of the awarded contract.



C. MEETING BID SPECIFICATIONS

The services offered by bidder must meet the specifications as described in this Bid Form. The District reserves the right to reject as non-responsive any bid that does not meet the specifications as herein described.

D. INTERPRETATION OF BID DOCUMENTS

If any person contemplating submitting a bid for the purchases proposed herein is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the documents, he/she may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the bid documents. No person is authorized to make any oral interpretation of any provision in the bid documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

E. REQUIREMENTS

The bidder shall be responsible for becoming familiar with the specifications required by the District, and shall rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied. The failure or omission of any bidder to acquaint himself or herself with the requirements of the District shall in no way relieve any Bidder from any obligation with respect to this bid or to the resulting agreement. The submission of a bid shall be taken as *prima facie* evidence of compliance with this section.

The Bidder and/or third parties acting at the Bidder's behest should not contact District personnel in any manner related to this IFB other than the submission of questions via email as specified above. Unauthorized contact by the Bidder and/or third parties acting at the Bidder's behest with any District personnel may, at LACCD's sole discretion, be cause for rejection of a bid.

F. Intentionally Left Blank

G. WITHDRAWAL OF BID

The Bidder may withdraw a previously submitted bid at any time prior to the bid submission deadline.

H. AUTHORIZED SIGNATURES



Appendices A through C, and Exhibits A through J must all be signed by the Bidder's authorized signatory and must be submitted by the Bidder in a sealed envelope along with its bid. The District is unable to accept any bid submitted without these statements completed and signed by the Bidder's authorized signatory.

I. BID PRICE TO BE ACCURATE, COMPLETE AND VALID

The Bidder must provide price information on Bid Page (Appendix A). The bid page total must derive from the itemized cost from the Bid Form (Appendix A-1). Failure to do so may invalidate the bid. The price bid must be accurate, complete and must be valid throughout the term of the contract until the Food Truck is delivered and pass the college inspection. The bidder is responsible for the accuracy of the bid submitted, and no allowance will be made for error or price increases that the bidder later alleges are retroactively applicable.

J. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as any expenses incurred by the bidder in: (1) preparing its bid in response to this IFB; (2) submitting that bid to LACCD; (3) negotiating with LACCD any matter related to this IFB, including a possible contract; or (4) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this IFB. LACCD shall not, under any circumstance, be liable for any pre-contractual expenses incurred by bidders.

K. NO COMMITMENT TO AWARD

Issuance of this IFB and receipt of bids does not commit LACCD to award a contract. LACCD expressly reserves the right to postpone bid opening for its own convenience, to accept or reject any or all bids received in response to this IFB, to negotiate with more than one bidder concurrently, or to cancel all or part of this IFB. Any contract awarded shall be subject to the approval of the LACCD Board of Trustees

L. JOINT OFFERS

Where two or more bidders desire to submit a single bid in response to this IFB, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. LACCD intends to contract with a single firm and not with multiple firms doing business as a joint venture.

M. AUTHORIZATION TO DO BUSINESS

All Bidders must be authorized to do business in California. If a Bidder is a sole proprietorship or partnership, the Bidder should furnish with its bid a copy of a current business license issued in California. If the Bidder is a corporation, it must be approved by the California Secretary of State to do business in California as shown by it having an "ACTIVE" status listed on the California Secretary of State website as of the date of evaluation of the bid. The Bidder should provide the corporate number issued by the



Secretary of State with its bid on its Title page.

N. BASIS OF AWARD

The award will be made to the lowest, responsive and responsible Bidder whose bid meets specifications described herein and shall be based on the lowest total fee for services to be provided by the Bidder for all items listed **solely** in Appendix A and A-1 as set forth in this IFB. Any additional services beyond the base bid package requested shall be considered “optional” and is not considered as a basis for award.

O. Deliver Date and Location

The fully customized vehicle must be delivered to the Los Angeles Trade-Technical College by April 30, 2026. Located at 400 W. Washington Blvd. Los Angeles, CA. 90015.

P. EXEMPTION FROM DISCLOSURE

Bids will remain confidential in their entirety until the public bid opening. All bids submitted will become the property of the LACCD and a recommendation of an award will be submitted to the LACCD Board of Trustees for approval. The bidder must identify, in writing, all copyrighted material, trade secrets, or other proprietary information that the bidder claims are exempt from disclosure under the Public Records Act (California Government Code Section 6250 et seq.). Any bidder claiming such an exemption must also state in the bid that “the bidder agrees to indemnify and hold harmless the LACCD, its Board of Trustees, and its officers, employees and agents, from any claims, liability, or damages against, and to defend any action brought against above said entities for their refusal to disclose such material, trade secrets, or other proprietary information by any party.” Failure of a bid to include such a statement will be deemed a waiver of any exemption from disclosure under the Public Records Act. Moreover, a bidder’s identification of a document as “proprietary” or “confidential” does not automatically confer exclusion from disclosure under the Public Records Act.

Q. PROTESTS

Any Bidder that has provided a sealed bid or proposal to the District may protest the solicitation or award of a contract for violations of LACCD’s procurement policies or of laws and regulations governing LACCD’s procurement activities, provided the bidder has complied with PP-04-09, Bid Protest and Appeals: [09 bid protest and appeals 0.pdf](#).

In order to be considered, all protests must be in writing and filed with and received by LACCD, not more than five (5) business days following the date of issuance of the District’s Notice of Intent to Award with the contact below. The protest letter must state the basis for the protest and the remedy sought. Protests received by LACCD after this date will not be considered

Director of Business Services or Designee



Los Angeles Community College District – Business Services Division
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90017-3719

Failure to timely file the bid protest shall constitute grounds for the District to deny the bid protest without further consideration of the grounds stated therein.

R. ACCEPTANCE OF BID

Final acceptance of a bid shall be made by the Board of Trustees at a public meeting within approximately ninety (90) days from the date of the bid submission deadline. The District reserves the right to postpone bid opening in its own discretion, to accept or reject any and all bids if it deems that such action is in the best interest of the District, and to withdraw the bid and discontinue the bid process. The District also reserves the right to waive any and all technicalities and non-substantive defects in any bid.

S. DEFAULT

In the event that an apparently successful Bidder defaults or fails to execute the contract, the District may, at its election, accept the next lowest bid, or reject all bids and solicit new bids at that time.

IV. BID CONTENT AND FORMAT

Bidders are cautioned to keep the bid pages intact and return all of the following documents when submitting their bid. Failure to submit the complete bid pages may invalidate the bid. This IFB and the successful bid will become a part of any contract that is executed as a result of this IFB. Any bid attachments, documents, letters and materials submitted by the bidder will be binding and may also be included as part of the contract.

A. TITLE PAGE

A title page with the Bidder's name, the title, "IFB No. 25-07": Acquisition and Customization of Food Truck for Purchase; Opening Time and Date: 3:00 p.m. on September 24, 2025.

B. TRANSMITTAL LETTER/INTRODUCTION

The letter of transmittal shall be addressed to the Contracts Office and must, at a minimum, contain the following:

- i. Identification of the business entity, including name, address and telephone number of the business entity;
- ii. name, title, address, telephone number, and email address of contact person; California Secretary of State Corporate number.



- iii. a statement that the bid remain valid for a period of not less than 180 days from the due date for submittal;
- iv. signature of a person authorized to bind the Bidder to the terms of the IFB.

C. MANDATORY DOCUMENTS BIDDER MUST SUBMIT WITH ITS BID

- [Appendix A: Completed and Signed - Bid Submission Page](#)
- [Appendix A-1: Completed and Signed - Bid Form](#)
- [Appendix B: Complete and Sign – Mandatory Specification Questionnaire](#)
- [Exhibit A: Completed and signed Non-collusion Affidavit](#)
- [Exhibit B: Completed and signed Non-Discrimination Certification](#)
- [Exhibit C: Completed and signed Confidentiality Agreement](#)
- [Exhibit D: Acknowledgement of All Addenda Issued by the District](#)
- [Exhibit E: Completed and signed Russian Economic Sanctions Certification](#)
- [Exhibit F: Certification of Small, Local Emerging, and Disabled Veteran Business \(SLEDV\)](#)
- [Exhibit G: Completed and signed Levine Act Campaign Contribution Notice](#)
- [Exhibit H: PP-04-09 Bid Protest and Appeals](#)
- [Exhibit I: Complete and sign Verification](#)
- [Exhibit J: Purchase and Sales Agreement Terms and Conditions](#)

V. MOBILE FOOD TRUCK /SPECIFICATIONS

The Los Angeles Community College District (LACCD) seeks responses to this Invitation for Bid (IFB) from qualified companies to acquire and customize a commercial-grade food truck, sized between 20 to 26 feet and compliant with Class C CDL standards. The selected vendor will modify a new hybrid (gas/electric) vehicle to include a fully equipped commercial kitchen with stainless steel walls, aluminum flooring, and NSF-certified appliances such as a griddle, fryer, stove, refrigerators, and sinks. The truck must also include plumbing and electrical systems that meet all local health, fire, and safety codes, and Wi-Fi capabilities. Additional features include ventilation systems, propane and generator power, customer service windows, cold storage units, and collapsible serving counters. The contractor must provide all materials, labor, and equipment, deliver the truck with a clean title and registration, warranty, and complete the customization of the food truck by April 30, 2026.

A. MANDATORY SPECIFICATIONS

Bidders should meet the mandatory specifications listed below. Please also see the Mandatory



Specifications Questionnaire in Appendix B.

ACQUISITION AND CUSTOMIZATION OF FOOD TRUCK SPECIFICATIONS

B. Vehicle Acquisition and Modification

- Provide a new non-trailer (with a drivetrain), hybrid (gas and electric) commercial-grade food truck; Year 2025 or newer.
- Must be under 26,000 pounds GVWR (gross vehicle weight rating) when outfitted; Must meet Class C CDL standards.
- 20 - 26 ft (max) in length.
- Easy start-up engine
- Two seats – one driver and one passenger seat
- Perform all body and mechanical inspections and modifications necessary for food truck operations.
- Vehicle must be delivered with a valid VIN, a clear title, and registration documentation suitable for immediate licensing.
- Exterior paint and finish must be durable, washable, and food safe (compliant with food safety standards).

B. Kitchen Build-Out

Internal Specifications

- Commercial-grade interior kitchen installation
- Interior walls: Stainless steel
- Ceiling: Aluminum
- Floor: Aluminum diamond plate with 3/8" radius on sides and 4" high base
- Large back door and side door
- Ventilation direct hood with exhaust
- Splash guards next to sinks
- Splash guards on both sides of order and serving window
- 2x window openings with self-closing mesh screens
- All interior surfaces must be washable and meet local health code finish requirements.

Plumbing & Water System

- Large three-compartment sink (driver side)
- Small one-compartment sink to wash hands (passenger side)- separate from three compartment wash sink
- Hot and cold water system with fresh and wastewater tanks; fresh and waste tanks must have external fill and drain points accessible for service.
- 6-gallon water heater
- 2x Shurflo water pumps or equivalent, or EQUI/ PENTAIR or equivalent
- 30-gallon fresh water tank



- 45-gallon wastewater tank
- Hot and cold waterspouts, both interior and exterior
- Plumbing connections must include NSF-compliant fittings and backflow prevention valves as required.
- Portable Grease Containment System or Waste Oil Storage Tank that holds used fryer oil for proper disposal.

Cooking & Food Prep Equipment

- Double griddle (needed for teaching purposes)
- Stove/oven (2-burner stove with ample space for large pots/woks) – passenger side
- Fryer (option for three-basket fryer) – passenger side
- Large heating/steam table – passenger side
- Salad bar to hold fresh condiments (cooled) – passenger side
- 3–4 prep areas (at entrance, next to salad bar, next to sink – two driver side, one passenger side)
- All appliances must be commercial-grade and UL/NSF certified

Refrigeration & Cooling

- Two Commercial-grade refrigeration units (one large and one medium) and one freezer unit); One medium fridge under prep stations and Large stand-up fridge at back of truck (driver side); freezer location not specifically determined.
- Third fridge (optional, driver side front)
- Bottle coolers (2): large one (driver side), medium one (exterior, next to ice bin)
- Pass-Through Ice Bin for cold beverage storage and customer self-service access; must be NSF health code compliant (must be insulated with a stainless steel construction, have a Drain outlet and be insulated and be NSF-certified for food/beverage contact)
- Refrigeration must be secured with brackets or built-ins to prevent shifting while in transit.

Customer Service

- Extended serving/eating area (collapsible) at front of truck
- Cargo area to hold tables, chairs, umbrellas (front)
- Exterior order window(s) must include weatherproof awning or cover.

Electrical & Power

- Generator and shore power hookup sized to support all installed appliances and lighting; 12 kW generator, 30–50 amp shore hookup
- Outside city power quick connects in an enclosed, weatherproof box
- Interior 20-amp GFCI-protected outlets located throughout the work areas for appliances, POS, and small equipment
- Dedicated circuits for high-draw cooking appliances (griddle, fryer, steam table, oven) sized per equipment specs
- Interior breaker panel with clearly labeled circuits and master shut-off
- Exterior electrical access panel for service and maintenance



- Onboard 100 lb propane tank mounted securely and vented, with approved gas lines to all propane-powered equipment
- Propane gas shut-off valve easily accessible from service area
- All wiring must comply with NEC and local health/fire code standards for mobile food units.
- Conduit must be used for all exposed wiring runs in the kitchen area.
- All low-voltage wiring must be protected in conduit or cable tray as appropriate.

Other Equipment & Features

- Outside water quick connects in enclosed box
- Coffee machine station
- Storage areas: shelving, drawers, cabinets
- Announcement billboard above truck (optional, digital screens)
- Billboard holder in back (optional, for marketing)
- Interior lighting must be shatterproof and NSF-approved for food truck use.

C. Safety and Compliance

- Installation of BuckEye Fire Suppression System, four K-1 Fire Extinguishers, certified to NFPA 96 standards
- CO2 and smoke detectors, emergency exits, and proper ventilation
- Electrical, plumbing, and gas systems meeting local health and building codes
- Health Department-ready layout for licensing
- Rear cameras (for backing up and security)
- Security system (all around, inside and out)
- Must include all required placards, labels, and instructions for safe operation and maintenance.

D. Technology

- Wi-Fi connectivity suitable for POS System (to be installed by the college)
- Security camera system
- All low-voltage wiring must be protected in conduit or cable tray as appropriate.

E. Timeline

- The food truck must be completed, inspected, and delivered on or before April 30, 2026.
- Project timeline must include progress inspections upon request.

F. Warranty & Maintenance

- Minimum one-year warranty on all parts, labor, and workmanship
- Maintenance support contract to be discussed and priced separately

G. Acceptance Criteria

Final acceptance will be based on:

- Inspection by LATTC-designated personnel and faculty
- Compliance with all applicable codes and regulations
- Successful demonstration of all equipment and systems



Materials and Work

Except as otherwise specifically stated in the contract, bidder shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the contract in a good workmanship manner, within the required time.

Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified. Workmanship shall be of good quality and bidder shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

Training & Documentation

- On-site training for staff on equipment operation and maintenance
- User manuals and warranty documentation for all equipment
- Assistance with local permitting, licensing, and inspection (if requested)
- Contractor must provide as-built drawings for electrical, plumbing, and gas systems.

Invoicing

Invoices shall contain the following information: purchase and sales agreement number, delivery location, item description, quantity, unit price, and extended totals. Failure to enter this information on the invoice may delay payment. Terms shall be NET 30.

To align with standard practices in vehicle customization and to protect the interests of both parties, LACCD will utilize a **progress payment schedule** based on project milestones. Rather than paying the full cost upfront or at the end, we will implement the following phased approach:

1. **Initial Deposit (40%)** – begin material procurement, Vendor to provide detailed Specs, timelines, warranties
2. **Midpoint Payment (20%)** – Approval of the layout, once the vehicle is acquired and structural and kitchen fabrication is underway. Approval of the final layout, equipment list and customization and discuss any modification.
3. **Pre-Delivery Payment (20%)** – after all systems are installed and pass internal testing and inspection and discuss any modification
4. **Final Payment (20%)** –
 - Delivery of truck
 - Inspected the truck (in person or via detailed walk-through)
 - All customizations match the contract
 - The truck passes health/safety inspections (if applicable).
 - receipt of training, manuals, and required documentation

Please note that the progress payment schedule outlined above may be adjusted based on mutual agreement between the Vendor and the Los Angeles Community College District (LACCD).



**APPENDIX - A
BID PAGE**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

A. The Bidder must provide an all-inclusive bid for the Acquisition and Customization of a Food Truck for purchase, in accordance with the specifications in IFB 25-07. The Total, all-inclusive Bid Amount will be the basis for the award

The award will be made to the lowest responsive/responsible bidder whose bid meets the specifications described herein and shall be based on the lowest all-inclusive base rate for providing a Customized Food Truck for purchase as described above.

***Please note: The deadline to have the customized food truck completed and delivered to the Los Angeles Trade-Technical College is April 30, 2026.**

Total Bid (BASIS FOR AWARD):

Please provide a firm, fixed price for the Acquisition and Customization of a Food Truck. Pricing must be firm, all-inclusive (i.e., food truck, labor, material, taxes, etc.), and must adhere to the Specification (Sections V & VI) as identified in IFB 25-07.

TOTAL BID TO PURCHASE AND CUSTOMIZE A FOOD TRUCK¹ \$_____

¹ The Total Bid from Appendix A-1. This bid will be one quoted price to complete the customization of the food truck.

I certify that the price quoted above is a firm, fixed price and represents my final offer for the acquisition and customization of a 20- to 26-foot food truck, as specified in this Invitation for Bid (IFB), including delivery to the location designated in the IFB.

Authorized Signature: _____
Print Name & Title: _____
Company Name: _____



Appendix A-1
Bid Form
Acquisition and Customization of Food Truck
To be submitted with Bid

Bidder Name: _____

Date: _____

Line Item No.	Description of Deliverables / Services	Quantity	Unit Price	Extended Price (Qty x Unit Price)
1	Vehicle Acquisition and Customization	1	\$_____	\$_____
2	Kitchen Build-Out	1	\$_____	\$_____
3	Safety and Compliance	1	\$_____	\$_____
4	Technology	1	\$_____	\$_____
5	Training & Documentation	1	\$_____	\$_____
6	Timeline/delivery to campus on or before April 30, 2026	1	\$_____	\$_____
7	Warranty & Maintenance	1	\$_____	\$_____
8	Acceptance Criteria	1	\$_____	\$_____
TOTAL BID (pricing must be all-inclusive, i.e., truck, materials, taxes, etc.)				\$_____

I certify that the prices quoted above are true and correct and reflect all costs related to the delivery of the specified services/products.

Authorized Signature: _____

Print Name & Title: _____

Company Name: _____



**APPENDIX B
MANDATORY SPECIFICATIONS QUESTIONNAIRE**

The questions appearing below constitute mandatory specifications that are required to be met by VENDOR to be eligible to bid. Evaluation is on a pass/fail basis. A “no” answer to any question shall result in automatic disqualification.

COUNT	MANDATORY SPECIFICATIONS	YES OR NO
1	<p>Is it true that the Bidder will provide all of the products and services listed below for Vehicle Acquisition and Modification?</p> <p>A. Vehicle Acquisition and Modification</p> <ul style="list-style-type: none">• Provide a new non-trailer (with a drivetrain), hybrid (gas and electric) commercial-grade food truck; Year 2025 or newer.• Must be under 26,000 pounds GVWR (gross vehicle weight rating) when outfitted; Must meet Class C CDL standards.• 20 - 26 ft (max) in length.• Easy start up engine.• Two seats – one driver and one passenger seat.• Perform all body and mechanical inspections and modifications necessary for food truck operations.• Vehicle must be delivered with valid Vehicle Identification Number (VIN), clear title (no salvage or rebuilt vehicles), and registration documentation suitable for immediate licensing.• Exterior paint and finish must be durable, washable, and food safe (compliant with Food Safety Standards).	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	<p>Is it true that the Bidder will provide all of the products and services listed below for the Kitchen Build-Out for Internal Specifications?</p> <p>B. Kitchen Build-Out Internal Specifications</p> <ul style="list-style-type: none">• Commercial-grade interior kitchen installation.• Interior walls: Stainless steel.• Ceiling: Aluminum.• Floor: Aluminum diamond plate with 3/8" radius on sides and 4" high base.	<input type="checkbox"/> Yes <input type="checkbox"/> No



	<ul style="list-style-type: none">• Large back door and side door.• Ventilation direct hood with exhaust.• Splash guards next to sinks.• Splash guards on both sides of order and serving window.• 2x window openings with self-closing mesh screens.• All interior surfaces must be washable and meet local health code finish requirements.	
3	<p>Is it true that the Bidder will provide all of the products and services listed below for the Kitchen Build-Out for Plumbing & Water System?</p> <p>B. Kitchen Build-Out Plumbing & Water System</p> <ul style="list-style-type: none">• Large three-compartment sink (driver side).• Small one-compartment sink to wash hands (passenger side)- separate from three compartment wash sink.• Hot and cold water system with fresh and wastewater tanks; fresh and waste tanks must have external fill and drain points accessible for service.• 6-gallon water heater.• 2x Shurflo water pumps.• 30-gallon fresh water tank.• 45-gallon wastewater tank.• Hot and cold waterspouts, both interior and exterior.• Plumbing connections must include NSF-compliant fittings and backflow prevention valves as required.• "Portable Grease Containment System" or "Waste Oil Storage Tank" that holds used fryer oil for proper disposal.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	<p>Is it true that the Bidder will provide all of the products and services listed below for the Kitchen Build-Out for Cooking & Food Prep Equipment?</p> <p>B. Kitchen Build-Out Cooking & Food Prep Equipment</p> <ul style="list-style-type: none">• Double griddle (needed for teaching purposes).• Stove/oven (2-burner stove with ample space for large pots/woks) – passenger side.• Fryer (option for three-basket fryer) – passenger side.• Large heating/steam table – passenger side.	<input type="checkbox"/> Yes <input type="checkbox"/> No



	<ul style="list-style-type: none">• Salad bar to hold fresh condiments (cooled) – passenger side.• 3–4 prep areas (at entrance, next to salad bar, next to sink – two driver side, one passenger side).• All appliances must be commercial-grade and UL/NSF certified.	
5	<p>Is it true that the Bidder will provide all of the products and services listed below for the Kitchen Build-Out for Refrigeration & Cooling?</p> <p>B. Kitchen Build-Out Refrigeration & Cooling</p> <ul style="list-style-type: none">• Two Commercial-grade refrigeration units (one large and one medium) and one freezer unit); One medium fridge under prep stations and Large stand-up fridge at back of truck (driver side); freezer location not specifically determined.• Third fridge (optional, driver side front).• Bottle coolers (2): large one (driver side), medium one (exterior, next to ice bin).• Pass-Through Ice Bin for cold beverage storage and customer self-service access; must be NSF health code compliant (must be insulated with a stainless steel construction, have a Drain outlet and be insulated and be NSF-certified for food/beverage contact).• Refrigeration must be secured with brackets or built-ins to prevent shifting while in transit.	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	<p>Is it true that the Bidder will provide all of the products and services listed below for the Kitchen Build-Out for Customer Service?</p> <p>B. Kitchen Build-Out Customer Service</p> <ul style="list-style-type: none">• Extended serving/eating area (collapsible) at front of truck.• Cargo area to hold tables, chairs, umbrellas (front).• Exterior order window(s) must include weatherproof awning or cover.	<input type="checkbox"/> Yes <input type="checkbox"/> No



7	<p>Is it true that the Bidder will provide all of the products and services listed below for the Kitchen Build-out for Electrical & Power?</p> <p>B. Kitchen Build-Out Electrical & Power</p> <ul style="list-style-type: none">• Generator and shore power hookup sized to support all installed appliances and lighting; 12 kW generator, 30–50 amp shore hookup.• Outside city power quick connects in an enclosed, weatherproof box.• Interior 20-amp GFCI-protected outlets located throughout the work areas for appliances, POS, and small equipment.• Dedicated circuits for high-draw cooking appliances (griddle, fryer, steam table, oven) sized per equipment specs.• Interior breaker panel with clearly labeled circuits and master shut-off.• Exterior electrical access panel for service and maintenance.• Onboard 100 lb propane tank mounted securely and vented, with approved gas lines to all propane-powered equipment.• Propane gas shut-off valve easily accessible from service area.• All wiring must comply with NEC and local health/fire code standards for mobile food units.• Conduit must be used for all exposed wiring runs in the kitchen area.• All low-voltage wiring must be protected in conduit or cable tray as appropriate.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	<p>Is it true that the Bidder will provide all of the products and services listed below for the Kitchen Build-Out for Other Equipment & Features?</p> <p>B. Kitchen Build-Out Other Equipment & Features</p> <ul style="list-style-type: none">• Outside water quick connects in enclosed box.• Coffee machine station.• Storage areas: shelving, drawers, cabinets.• Announcement billboard above truck (optional, digital screens).	<input type="checkbox"/> Yes <input type="checkbox"/> No



	<ul style="list-style-type: none">• Billboard holder in back (optional, for marketing).• Interior lighting must be shatterproof and NSF-approved for food truck use.	
9	<p>Is it true that the Bidder will provide all of the products and services listed below for Safety and Compliance?</p> <p>C. Safety and Compliance</p> <ul style="list-style-type: none">• Installation of BuckEye Fire Suppression System, four K-1 Fire Extinguishers, certified to NFPA 96 standards.• CO2 and smoke detectors, emergency exits, and proper ventilation.• Electrical, plumbing, and gas systems meeting local health and building codes.• Health Department-ready layout for licensing.• Rear cameras (for backing up and security).• Security system (all around, inside and out).• Must include all required placards, labels, and instructions for safe operation and maintenance.	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	<p>Is it true that the Bidder will provide all of the products and services listed below for Technology?</p> <p>D. Technology</p> <ul style="list-style-type: none">• Wi-Fi connectivity suitable for POS System (will be installed by college).• Security camera system.• All low-voltage wiring must be protected in conduit or cable tray as appropriate.	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	<p>Is it true that the Bidder can meet the timeline listed below to deliver the Customized Food truck?</p> <p>F. Timeline</p> <ul style="list-style-type: none">• The food truck must be completed, inspected, and delivered on or before April 30, 2026 to the Los Angeles Trade-Technical College (noted in Section III. Q.).• Project timeline must include progress inspections upon request.	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	<p>Is it true that the Bidder can provide the Warranty and operational Maintenance package listed below?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No



	G. Warranty & Maintenance <ul style="list-style-type: none">• Minimum one-year warranty on all parts, labor, and workmanship.• Maintenance support contract to be discussed and priced separately.	
13	<p>Is it true that the Bidder understands and will comply with the Acceptance Criteria listed below?</p> H. Acceptance Criteria <p>Final acceptance will be based on:</p> <ul style="list-style-type: none">• Inspection by LATTC-designated personnel and faculty.• Compliance with all applicable codes and regulations.• Successful demonstration of all equipment and systems.	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	<p>Is it true that the Bidder will comply with the Materials and Work Statement noted below?</p> Materials and Work – Can Vendor Comply with the Below <p>Except as otherwise specifically stated in the contract, bidder shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the contract in a good workmanship manner, within the required time.</p> <p>Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified. Workmanship shall be of good quality and bidder shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	<p>Is it true that the Bidder will provide all of the products and services listed below for Training & Documentation?</p> Training, User Manuals & Warranties <ul style="list-style-type: none">• On-site training for staff on equipment operation and maintenance.• User manuals and warranty documentation for all equipment.• Assistance with local permitting, licensing, and inspection (if requested).	<input type="checkbox"/> Yes <input type="checkbox"/> No



- | | | |
|--|--|--|
| | <ul style="list-style-type: none">• Contractor must provide as-built drawings for electrical, plumbing, and gas systems. | |
|--|--|--|

I hereby certify that the information provided in this questionnaire is true, accurate, and complete to the best of my knowledge. I understand that any false or misleading information may result in disqualification from consideration or termination of any agreements entered into based on this information.

Authorized Representative Name: _____

Title: _____

Company Name: _____

Signature: _____

Date: _____



**MANDATORY DOCUMENTS ATTACHED BELOW
(EXHIBITS A-J)**



Exhibit A: Non-Collusion Affidavit

(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH IT'S PROPOSAL)

(Name) _____, being first duly sworn, disposes and says that he or she is (Title) _____ of (Provider) _____ the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that proposer has not in any manner, directly, or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to secure any advantage against the body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusion or sham proposal.

IN WITNESS WHEREOF, the undersigned has executed this Non-Collusion Affidavit this

_____ Day of _____, 2025

PROPOSER _____
(Type or Print Complete Legal Name of Provider)

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit B: Certificate of Non-Discrimination

(TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH ITS PROPOSAL)

Proposer hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this

_____ day of _____ 2025

PROPOSER _____

(Type or Print Complete Legal Name of Provider)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit C: Completed Confidentiality Agreement

The undersigned, a duly authorized officer of

_____, does hereby represent,
warrant and agree to the following statement:

All financial, statistical, personal, technical or other data and information relating to the District's operation which are designated confidential by the District and made available to the undersigned shall be protected by the undersigned from unauthorized use and disclosure.

Date: _____
Name of Proposer

By: _____
Authorized Officer (Signature)



Exhibit D: Acknowledgement of All Addenda Issued By The District

The Proposer shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE

If necessary, please print and sign additional pages.

PROPOSER _____
(Type or Print Complete Legal Name of Provider)

By _____
(Signature)

Name _____
(Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit E: Russian Economic Sanctions Certification

I, an owner or officer of the Proposer named below, hereby certify as follows:

1. I am duly authorized to execute this certification on behalf of the Proposer identified below.
2. The Proposer is not a Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
3. The Proposer has not proposed in its Proposal submitted with this certification to enter into any contract for services related to the RFP that is the subject of this certification, with any Russian individual or entity that has been determined by the U.S. Government to be a target of economic sanctions pursuant to federal Executive Orders 14065, 13660, 13661, 13662, 13685 and 13849 or any other related federal or state orders, statutes, rules, or regulations.
4. If Proposer is selected for the award of a contract with the District, the Proposer shall fully comply with all applicable requirements of Executive Order N-6-22 signed by the Governor of the State of California on March, 4, 2022 and all other state and federal requirements related thereto (including, without limitation, if the contract awarded to Proposer has a total value of more than \$5 million, all notification and reporting requirements thereof), including the execution by Proposer and its Subconsultants of such additional certifications or other documents as the District may determine, in its sole and absolute discretion, are confirmatory of the Proposer's and its Subconsultants' compliance and continuing compliance with the foregoing.

Proposer Name (print): _____

Owner/Officer Name (print): _____

Owner/Officer Signature: _____

Date: _____



Exhibit F: Certification of Small, Local, Emerging, And Disabled Veteran Business (SLEDV)

The undersigned, a duly authorized officer of _____, does hereby certify, represent and warrant the following statement(s) below: (Please check all statement boxes that apply.)

- ☐ A. Proposer is a "Small" business that has met the applicable ownership, operation, and size requirements, and has been certified by a Federal agency or a California public agency as a small business enterprise.
- ☐ B. Proposer is a "Local" business has its principal place of business in the County of Los Angeles.
- ☐ C. Proposer is an "Emerging" business that has been in business in its substantially current form for only up to five (5) years.
- ☐ D. Proposer is a "Disabled Veteran Owned" business that is fifty-one-percent (51%) owned and operated by one or more disabled veterans certified by the State of California Department of General Services or a Federal government agency.
- ☐ E. Does not apply

Date: _____

Name of Proposer

By: _____
Authorized Officer (Signature)

Title: _____



Exhibit G: Levine Act Campaign Contribution Notice

California Government Code §84308, commonly referred to as the "Levine Act," precludes an Officer of a local government agency from participating in the award of a contract if he or she receives political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for 12 months following the final decision, from a person or company applying for the contract.

Effective January 1, 2025, the contribution threshold will increase to \$500.

This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract. Please refer to the attachment for the complete statutory language.

LACCD's Board of Trustees are considered "Officers" under the Levine Act and are subject to its campaign contribution restrictions. For your reference, current members of the Board of Trustees can be found here: <https://www.laccd.edu/board>.

By signing below and submitting your proposal or other response to this solicitation you affirm and acknowledge that under the Levine Act, you are prohibited from making political contributions to any Trustee for a period of 12 months following the Board's final decision regarding an award of the contract.

Proposer acknowledges as the authorized representative for the firm submitting to this solicitation that Proposer has read the statements above and is fully informed of the requirements and obligations set forth by the Levine Act.

DATE: _____

SIGNATURE OF AUTHORIZED INDIVIDUAL: _____

TYPE OR WRITE NAME AND TITLE: _____

TYPE OR WRITE NAME OF COMPANY: _____



CALIFORNIA GOVERNMENT CODE SECTION 84308

*PLEASE NOTE AS OF JANUARY 1, 2025, THE AMOUNT REFERENCED IS NO LONGER \$250 AS THE SUBJECT CAMPAIGN CONTRIBUTION BUT \$500

(a) The definitions set forth in this subdivision shall govern the interpretation of this section.

(1) "Party" means any person who files an application for, or is the subject of, a proceeding involving a license, permit, or other entitlement for use.

(2) "Participant" means any person who is not a party but who actively supports or opposes a particular decision in a proceeding involving a license, permit, or other entitlement for use and who has a financial interest in the decision, as described in Article 1 (commencing with Section 87100) of Chapter 7. A person actively supports or opposes a particular decision in a proceeding if that person lobbies in person the officers or employees of the agency, testifies in person before the agency, or otherwise acts to influence officers of the agency.

(3) "Agency" means an agency as defined in Section 82003 except that it does not include the courts or any agency in the judicial branch of government, the Legislature, the Board of Equalization, or constitutional officers. However, this section applies to any person who is a member of an exempted agency but is acting as a voting member of another agency.

(4) "Officer" means any elected or appointed officer of an agency, any alternate to an elected or appointed officer of an agency, and any candidate for elective office in an agency.

(5) "License, permit, or other entitlement for use" means all business, professional, trade, and land use licenses and permits and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor, or personal employment contracts), and all franchises.

(6) "Contribution" includes contributions to candidates and committees in federal, state, or local elections.

(b) While a proceeding involving a license, permit, or other entitlement for use is pending, and for 12 months following the date a final decision is rendered in the proceeding, an officer of an agency shall not accept, solicit, or direct a contribution of more than two hundred fifty dollars (\$250) from any party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest, as that term is used in Article 1 (commencing with Section 87100) of Chapter 7. This prohibition shall apply regardless of whether the officer



accepts, solicits, or directs the contribution on the officer's own behalf, or on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

(c) Prior to rendering any decision in a proceeding involving a license, permit, or other entitlement for use pending before an agency, each officer of the agency who received a contribution within the preceding 12 months in an amount of more than two hundred fifty dollars (\$250) from a party or from any participant shall disclose that fact on the record of the proceeding. An officer of an agency shall not make, participate in making, or in any way attempt to use the officer's official position to influence the decision in a proceeding involving a license, permit, or other entitlement for use pending before the agency if the officer has willfully or knowingly received a contribution in an amount of more than two hundred fifty dollars (\$250) within the preceding 12 months from a party or a party's agent, or from any participant or a participant's agent if the officer knows or has reason to know that the participant has a financial interest in the decision, as that term is described with respect to public officials in Article 1 (commencing with Section 87100) of Chapter 7.

(d) (1) If an officer receives a contribution which would otherwise require disqualification under this section, and returns the contribution within 30 days from the time the officer knows, or should have known, about the contribution and the proceeding involving a license, permit, or other entitlement for use, the officer shall be permitted to participate in the proceeding.

(2) (A) Subject to subparagraph (B), if an officer accepts, solicits, or directs a contribution of more than two hundred fifty dollars (\$250) during the 12 months after the date a final decision is rendered in the proceeding in violation of subdivision (b), the officer may cure the violation by returning the contribution, or the portion of the contribution in excess of two hundred fifty dollars (\$250), within 14 days of accepting, soliciting, or directing the contribution, whichever comes latest.

(B) An officer may cure a violation as specified in subparagraph (A) only if the officer did not knowingly and willfully accept, solicit, or direct the prohibited contribution.

(C) An officer's controlled committee, or the officer if no controlled committee exists, shall maintain records of curing any violation pursuant to this paragraph.

(e) (1) A party to a proceeding before an agency involving a license, permit, or other entitlement for use shall disclose on the record of the proceeding any contribution in an amount of more than two hundred fifty dollars (\$250) made within the preceding 12 months by the party or the party's agent.

(2) A party, or agent to a party, to a proceeding involving a license, permit, or other entitlement for use pending before any agency or a participant, or agent to a participant, in the proceeding shall not make a contribution of more than two hundred fifty dollars



(\$250) to any officer of that agency during the proceeding and for 12 months following the date a final decision is rendered by the agency in the proceeding.

(3) When a closed corporation is a party to, or a participant in, a proceeding involving a license, permit, or other entitlement for use pending before an agency, the majority shareholder is subject to the disclosure and prohibition requirements specified in this section.

(f) This section shall not be construed to imply that any contribution subject to being reported under this title shall not be so reported.

For more information, contact the Fair Political Practices Commission, 428 J Street, Suite 800, Sacramento, CA 95814, (916) 322-5660.



Exhibit H: PP-04-09 Bid Protests and Appeals

I. OVERVIEW

It is the intent of the District to provide an efficient administrative process to bidders and proposers (including in the District's Bond Program) that have participated in a competitive procurement process and believe that the intended award of a contract does not comply with the procurement's terms, conditions, and/or applicable law.

This section also establishes the rules and procedures for vendors and/or suppliers to protest a recommended award resulting from requests for quotes, requests for qualifications, invitations for bids, requests for proposals and other formal procurements. (This section does not apply to non-competitive or informal purchases.) Bidders, proposers, vendors and suppliers are collectively referred to hereinafter as "Bidders."

The District previously had separate procedures for protests relating to Bond Program procurements and for non-Bond Program purchases. This procedure replaces both prior procedures, providing a single process for general procurements above the statutory bid threshold and for contracts procured through the Bond Program.

These procedures extend to bids that are deemed non-responsive and Bidders that are deemed to be non-responsive. Different rules and procedures apply to procurements below and above the statutory bid threshold.

Since most procurements below the statutory bid threshold are delegated to the colleges and procurement regions and are transacted informally, the corresponding protest procedures are abbreviated and college-based. Because procurements equal to or above the bid threshold are transacted in a more formal manner, with resulting contracts requiring approval from the Board of Trustees prior to award, the protest process is correspondingly more formal.

Compliance with these protest procedures is mandatory for all challenges to District awards. Bidders who do not strictly follow these procedures waive any right to challenge the contract award.

II. PROCESS

A. Procurements and purchases above statutory bid threshold

1. Application

This section applies to solicitations that are either (1) estimated to equal or exceed the statutory bid threshold or (2) issued by the Bond



Program (Measures A, AA, CC, and/or J)

2. Filing of protest

A Bidder that has timely submitted a bid to the District under a solicitation and wishes to file a protest against an intended award shall comply with the following:

- a. Submit the protest in writing to either:
 - (i) If the solicitation was issued by the Bond Program, then to the Chief Facilities Executive at the District's offices at 770 Wilshire Boulevard, Los Angeles, California 90017 (District Office), with a copy to the Program Management Office, at 1055 Corporate Center Drive, Monterey Park, CA 91754; or
 - (ii) If the solicitation was issued by District's Procurement Unit, then to the Director of Business Services at the District Office at 770 Wilshire Boulevard, Los Angeles, California 90017 .
 - (iii) If the solicitation was issued by the District's Facilities Planning and Development Office, then to the Director of Facilities Planning and Development at the District Office at 770 Wilshire Boulevard, Los Angeles, California 90017.
- b. Protests must be received by the District within five (5) business days of notification to the Bidder in writing of any of the following: 1) of the proposed award 2) that the bid is nonresponsive 3) that the bidder has been determined to be non-responsible or 4) that the bid has or will otherwise be rejected, whichever occurs earlier. In the event that there is no notification then the protest must be submitted within five (5) business days prior to the Board's action approving the award.
 - (i) If District staff determines or intends to recommend that the Board determine a Bidder to be not responsible, then the Bidder shall be given written notice containing the reason(s) for the proposed non-responsibility finding prior to the award of the contract. If a bidder submits a protest of such a proposed non-responsibility finding and requests a hearing on the Bidder's responsibility, it must be submitted within five (5) business days of such notice. District staff shall review any such protest and if a hearing is required, it shall be



subject to the hearing procedures set forth in District Administrative Regulation B-29.

- c. The protest must state in writing the basis for the protest, all facts and information in support thereof, and the remedy sought. The protest must be signed under penalty of perjury under the laws of the State of California, and be accompanied by any documents that support the basis of the protest.
- d. The protest must include the e-mail address where further correspondence and notice regarding the protest shall be sent.

3. Initial action on protest

- a. The Chief Facilities Executive or Director of Business Services (whichever is applicable to the procurement) must take one of the following actions within ten (10) business days of timely receipt of a protest:
 - (i) Cancel the notice of intended award and refer the matter back the unit handling the procurement for further action;
 - (ii) Cancel the procurement; or (iii) Reject the protest.
- b. Unless the Chief Facilities Executive or Director of Business Services extends to the time to take action, a failure to act within the time shall be deemed a rejection of the protest at the close of business on the tenth business day.
- c. The Chief Facilities Executive or Director of Business Services may, but shall not be obligated to, request additional information from the protestor or request a response or information from the intended awardee prior to taking action on the protest, in which case the time for acting on the protest shall be extended to ten (10) business days from receipt of the requested information.

4. Appeal

- a. If the action is to reject the protest, the protestor may file a written appeal within three (3) business days from notice of the rejection



or the failure to take action on the protest. The appeal must be filed at the same location as the initial protest, and must clearly reference the underlying protest and the request for an appeal hearing.

- b. At any time prior to the appeal hearing, the Chancellor may cancel the notice of intended award or refer the matter back the unit handling the solicitation for further proceedings or cancel the solicitation.

5. Appeal hearing

- a. Notice of the hearing date and time and place of the appeal shall be given in writing within fifteen (15) business days from the date of receipt by the District of a timely written appeal. The hearing shall occur no earlier than five (5) business days after the date that notice of the hearing is given.
- b. The intended awardee shall also be given notice of the hearing and a copy of the protest and shall have the opportunity to attend the hearing and to submit evidence prior to or at the hearing.
- c. The hearing shall be set before either (1) a designated hearing officer, or (2) a standing committee or subcommittee of the Board ("Hearing Officer"). The designation of the Hearing Officer is within the discretion of the Chancellor.
- d. All evidence and testimony supporting the protest and appeal shall be provided at the hearing. The Hearing Officer shall make a determination, which shall be forwarded to the Board.
- e. The Board may uphold or reject the protest or take any other action, in its sole discretion. The Board shall take action within 30 days of receiving the Hearing Officer's determination.

B. Procurements below statutory bid threshold

1. Filing of protest

A Bidder that has submitted a quote or proposal to a college for an amount less than the statutory bid threshold who desires to protest an award must file a protest in writing to the Vice President of



Administrative Services ("Vice President") of the college to issue the procurement. The protest must be submitted within five (5) business days of notification of the proposed award, and the protest must state the basis for the protest and the remedy sought, and contain any documentation supporting the protest. If no notification of proposed award is given, then the protest must be submitted within five (5) business days of the award. The protest must be signed under penalty of perjury under the laws of the State of California.

Upon receipt of a protest, the Vice President will:

- a. Notify the bidder recommended for award about the protest by providing a copy of the protest; and
- b. Invite such bidder to submit to the Vice President and the protestor, within five (5) business days of receipt of the bid protest, any information in support of the award.

2. Determination of protest

The Vice President may deny or uphold the protest by issuing a written determination to the protestor and the proposed awardee. Alternatively, the Vice President may declare the college's intention to: (a) award to another supplier; (b) cancel the solicitation; or (c) take any other action that is appropriate and/or required by applicable law. An action to cancel the solicitation or otherwise not award the contract will be deemed final and not subject to appeal.

3. Appeal

The protestor may, within five (5) business days of notice, appeal the decision in writing to the President of the college to whom the bid was submitted. The appeal shall include the same information as required for the original protest. The determination of the appeal will be handled in the same manner as the protest. The College President's decision on the appeal will be conveyed in writing and shall be final.

4. District Office transactions

If the protested transaction is for the District Office, the initial protest described above will be directed to the Director of Business Services and the appeal will be to the Deputy Chancellor, whose decision in the matter will be final. In the event the Deputy Chancellor position is vacant, the Chancellor may designate an alternate to handle the appeal.



The procedures in this section shall also govern the timing and determination of the protest.

III. TERMS AND CONDITIONS

1. Compliance with these protest procedures is mandatory and is a condition precedent to the filing of any court action. A protestor's failure to raise an issue or basis for relief in the protest process shall be deemed a failure to exhaust its administrative remedies on that issue.
2. The filing of a California Public Records Act request will not extend the five (5) business day deadline within which a protest must be filed.
3. The filing of a protest will not automatically suspend an award. The District retains its discretion to move forward with the intended award as permitted by law. The District may, nonetheless, choose to suspend an intended award while a protest is pending.
4. Any protest filed after the required deadline will not be considered, except in the District's sole discretion.
5. The District may in its sole discretion, but is not obligated to, notify any other Bidders about the institution of protest proceedings and/or allow any other Bidders to participate in the protest proceedings. Notification to a Bidder, or a Bidder's actual participation in protest proceedings, shall not constitute a waiver of the District's right to raise the defense that the Bidder failed to exhaust its administrative remedies by not filing a timely protest/appeal or otherwise complying with this procedure.
6. If any other public entity and/or authority provides funding to a specific procurement subject to this procedure, and mandates protest procedures different from those stated herein as a condition for providing such funding, then these Procedures may be modified to include such requirements, subject to the sole discretion of the District.
7. A true and accurate summary of the rules and procedures for filing a protest as described herein should be included in full or by reference in all requests for bids or requests for proposals and if not, is hereby deemed incorporated therein by reference.

IN WITNESS WHEREOF, the undersigned has acknowledged this Bid Protests and Appeals this

Date _____

BIDDER/PROPOSER _____

(Type or Print Complete Legal Name of Provider)

By _____ (Signature)

Name _____ (Type or Print)

Title _____

Address _____

City _____ State _____ Zip _____



Exhibit I: Verification

STATE OF CALIFORNIA, COUNTY OF _____

I have read the IFB/RFP and submitted the Bid/Proposal (including, without limitation all attached or accompanying pages) titled _____ submitted by _____ [name of Bidder/Proposer] to which this Verification is attached or with which this Verification is being submitted ("Bid"/"Proposal") and know its/their contents.

The matters stated in the Bid/Proposal are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

I am an _____ officer, _____ a partner, _____ a member, _____ sole proprietor of _____ a _____, and am authorized to make this verification for and on its behalf, and I make this verification for that reason.

I am informed and believe and on that ground allege that the statements made in the Proposal are true.

The matters stated in the Bid/Proposal are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on _____ (date), at _____ (city), California.

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

Signature: _____

Date: _____

Print Name: _____



EXHIBIT J

SAMPLE PURCHASE AND SALES AGREEMENT

PARTIES:

LOS ANGELES COMMUNITY COLLEGE DISTRICT
("District")

By &sadr-name1&
&sadr-stras&
&sadr-ort01&, &sadr-regio& &sadr-pstlz&

Attn: _____
[Contact name and phone number]
("College")

&lfa1-name1&
&lfa1-stras&
&lfa1-ort01&, &lfa1-regio& &lfa1-pstlz&
("Contractor")

DATE:

&ekko-aedat&

TERM:

From: &ekko-kdatb& To: &ekko-kdate&

RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized by law; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

ORDER OF PRECEDENCE. The order of precedence shall be followed in resolving any inconsistencies between the Purchase and Sales Agreement and the Invitation for Bid (IFB) 25-07. The Purchase and Sales Agreement shall take precedence if there is a conflict concerning the terms and conditions associated with purchasing the Mobile Food Truck. IFB 25-07 will take precedence if there is a conflict regarding how the food truck is modified, when and where the truck is delivered, and adherence to matters related to items identified in the Mobile Truck Specifications.



1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit.
2. **WARRANTY.** Contractor warrants that all goods or services furnished under this agreement shall be in accordance with District specifications. All work and services shall be done and completed in a thorough, workmanlike manner. All goods shall be new, merchantable, fit for their intended purposes, free from all defects in materials and workmanship, free from defects in design, in good working order and shall perform in accordance with the manufacturer's standard specifications. All goods furnished and all work performed shall be subject to the District's inspection. Goods and services which are not in accordance and conformity with the above specifications, shall be rejected and, in the case of goods, promptly removed from the District premises at the Contractor's expense. When a sample is taken from a shipment and sent to a laboratory for test and the test shows that the sample does not comply with the specifications, the cost of such test shall be paid by the Contractor. On all questions concerning the acceptability of the goods and services, the decision of the District shall be final and binding upon the parties. The District shall not unreasonably exercise its judgment.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's price schedule as identified in the progress payment schedule, which is based on project milestones
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** The term of this Agreement is through April 30, 2025, for which the Food Truck must be delivered to the Los Angeles Trade-Technical College, located at 400 W. Washington Blvd. Los Angeles, CA. 90015. In addition, the Food Truck must pass the College inspection by (or before) April 30, 2025.
6. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the District.
7. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.



8. **NON-WAIVER.** A waiver of a breach or default by the District under this agreement shall not be deemed a waiver of any subsequent breach or default. Failure of the District to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition.
9. **INDEMNIFICATION/LIMITATION OF LIABILITY.** The Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, and representatives from and against all claims, liability, loss, cost, and obligations on account of, or arising from, the acts or omissions of the Contractor, or of persons acting on behalf of the Contractor, however caused, in the performance of the services specified herein. This includes damages, claims, and obligations of any nature or kind, including attorneys' fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, service mark, or tradename, furnished or used in connection with this agreement. Contractor hereby waives and releases the District from any claims Contractor may have at any time arising out of or relating in any way to this agreement, whether or not caused by the negligence or breach of the District, its employees, or agents, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to Contractor and Contractor's exclusive remedies against the District.
10. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.
- The Contractor shall provide the following insurance:
- A. Commercial General Liability (CGL): covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence/\$4,000,000 aggregate.
 - B. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.



- C. Automobile Liability: covering any auto, or if Contractor has no owned autos, covering hired, and non-owned autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- E. Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

- 11. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in writing signed by both parties.
- 12. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
- 13. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
- 14. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.
- 15. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.



16. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
17. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
18. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
19. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to affect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
20. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
21. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Contractor has been retained pursuant to this agreement.
22. **REQUIREMENT FOR FEDERALLY FUNDED CONTRACTS.**
 - A. If this Agreement is funded by the District, in whole or in part, from revenues received from the Federal Government, then the following additional provisions shall apply. It shall be the Contractor's responsibility to ascertain if Federal funds are involved.
 - B. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - C. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the



names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

23. **Vendor hereby warrants that the products and services to be provided under this Agreement will comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794d) and its implementing regulations set forth at Title 36, Code of Federal Regulations, parts 1193 and 1194. Vendor agrees to test and validate its product, and any related website or online content it produces, with sufficient regularity in order to ensure the product and associated content meet conformance with all applicable Revised 508 Standards and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA standards (see <https://www.w3.org/TR/WCAG21/>), in accordance with the required testing methods. The vendor shall maintain and retain full documentation of the measures taken to ensure compliance with the applicable requirements stated above, including records of any testing or demonstrations conducted. Vendor shall provide the District with copies of all Accessibility Conformance Reports (ACR) and Supplemental Accessibility Conformity Reports (SACR) that are produced related to the product or service. Further, Vendor agrees to promptly respond to and fully resolve any complaint regarding accessibility of its products or services which is brought to its attention. All resolutions provided by the vendor in response to complaints regarding information and communications technology (ICT) accessibility of its product(s) shall meet conformance with established WCAG 2.1 Level AA requirements. Vendor further agrees to indemnify and hold harmless the Los Angeles Community College District, including any of its nine colleges using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds termination of this Agreement. Throughout the life of the agreement, the District reserves the right to independently perform any necessary testing on vendor's product or service to verify conformance or any representation of conformance made by the vendor with this section.**
24. **INDEPENDENT CONTRACTOR.** While engaged in carrying out and complying with the terms of this agreement, the Contractor is an independent contractor, and not an officer, employee, partner, joint venture, or agent of the District.
25. **INVOICES AND PAYMENTS.** Payment shall be made by the District's Accounts Payable Office upon provision of the goods and/or services described herein, and upon submittal of invoice(s) approved by the College President or appropriate designee; or appropriate District Office administrator, or designee. Payment by the District shall constitute full and final payment, unless the Contractor files a claim for error or omission within ninety (90) days of the date of invoice.
26. **DEFAULT BY CONTRACTOR.** The District shall hold the Contractor liable and responsible for all damages which may be sustained because of failure or neglect of the Contractor to comply with any term or condition herein, it being specifically provided that time shall be of the essence in the delivery of the purchased goods or services. If the Contractor fails or neglects to furnish or deliver any of the goods or services at the prices named and at the times and places herein stated or otherwise fails or



LOS ANGELES COMMUNITY COLLEGE DISTRICT

CITY / EAST / HARBOR / MISSION / PIERCE / SOUTHWEST / TRADE-TECHNICAL / VALLEY / WEST

neglects to comply with the terms of the purchase, the District may cancel the purchase in its entirety, or cancel or rescind any or all items affected by such default, and may, whether or not the purchase is canceled in whole or in part, purchase the goods or services elsewhere without notice to the Contractor. The District shall retain all other rights and remedies under law.

27. **COMPLIANCE WITH LAW/PERMITS AND LICENSES.** The Contractor and all of its employees or agents shall comply with all applicable laws, ordinances, rules and regulations, including but not limited to all applicable laws and regulations governing the bidding process, and shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

CONTRACTOR

&LFA1-name1&

&LFA1-stras&

&LFA1-ort01&, &lfa1-regio& &lfa1-pstlz&

By:_____

Name:_____

Title:_____

DISTRICT

LOS ANGELES COMMUNITY COLLEGE DISTRICT

By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By:_____

Name:_____

Title:_____



EXHIBIT A

SCHEDULE OF SERVICES AND SPECIFICATIONS

CONTRACTOR'S SERVICES:

SPECIFICATIONS:



EXHIBIT B

SCHEDULE OF PAYMENT

TOTAL FEE: \$ &Kmv-kwert&

(broken down as follows):

Progress payment schedule based on project milestones:

1. **Initial Deposit (40%)** – begin material procurement, Vendor to provide detailed Specs, timelines, warranties
2. **Midpoint Payment (20%)** – Approval of the layout, once the vehicle is acquired and structural and kitchen fabrication is underway. Approval of the final layout, equipment list and customization and discuss any modification.
3. **Pre-Delivery Payment (20%)** – after all systems are installed and pass internal testing and inspection and discuss any modification
4. **Final Payment (20%)** –
 - Delivery of truck
 - Inspected the truck (in person or via detailed walk-through)
 - All customizations match the contract
 - The truck passes health/safety inspections (if applicable).
 - receipt of training, manuals, and required documentation

\$ _____

\$ _____

\$ _____

\$ _____

STYLE *