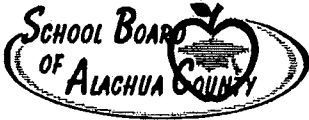


PURCHASE ORDER



THE SCHOOL BOARD OF ALACHUA COUNTY
Gainesville, Florida

Purchase Order #
P189104
<small>This number must appear on all packages, invoices, packing lists, etc.</small>

DELIVERY ADDRESS:
FOOD SERVICE
3700 NE 53rd Avenue
Building B
GAINESVILLE, FL 32609

VENDOR: SIZEMORE UTLIMATE FOOD TRUCKS LLC
202 N MAIN STREET
BUNNELL, FL 32110

MAIL DUPLICATE INVOICES DIRECTLY TO:
School Board of Alachua County
Finance Department
620 East University Avenue
Gainesville, FL 32601

Order Date 02/23/17	Terms Net 30	Shipping Method	Vendor # 62534
Requisition # R225513	Requested By Sarah E. Johnson	Bid # 17-12	Purchase Order # P189104

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
0001	<p>Custom Food Truck, as specified on RFP 17-12. To include: Vinyl Wrap Extended Warranty for Chasis Add-ons/Changes as agreed</p> <p>Please see attached proposal. All work to be performed in strict accordance with RFP 17-12 and Sizemore Ultimate Food Truck's proposal.</p> <p>BOARD APPROVED 02-21-17</p> <p>397-8001-652 -7400-000-F1601</p>	1	162,476.00	162,476.00

PO Expiration Date:

PURCHASE ORDER TOTAL

162,476.00

Purchasing Agent

NOTICE TO VENDORS: To receive proper payment, the PO number must appear on all invoices, bills of lading, packing lists, correspondence and etc. NO C.O.D. SHIPMENTS WILL BE ACCEPTED. This order is subject to the general terms and conditions on the reverse side of this PO. If you receive this PO via FAX and desire a complete listing of these terms and conditions, please contact the Purchasing Department. The School Board of Alachua County is Exempt from all State and Federal Excise Tax. Federal I.D. # 59-6000-500. State of Florida Sales Tax Exemption #85-8012621709C-5

RFP 17-12
 CUSTOM FOOD TRUCK

* = Add-ons/changes

	Sizemore Equip List	Proposal Form	Revised Proposal
Truck	\$ 59,895.00	\$ 59,895.00	\$ 59,895.00
Construction	\$ 37,300.00		\$ 37,300.00
Additional Shelving			* \$ 488.00
POS Shelf			* \$ 195.00
Small Shelf			* \$ 200.00
External shelf			* \$ 250.00
Sheet Pan Rack			* \$ 950.00
Interior Shelving			* \$ 978.00
Additional Shelf			* \$ 250.00
Rear Bumper Exten.			* \$ 850.00
Power Supply	\$ 20,500.00		\$ 20,500.00
Truck Equipment	\$ 18,950.00		\$ 18,950.00
Add Door Cooler			* \$ 4,500.00
Drink Cooler			* \$ (1,550.00)
Ice Chest			* \$ 1,800.00
Adjust Suspension	\$ 1,825.00		\$ 1,825.00
Automatic RV Step	\$ 950.00		* delete
Shadowbox	\$ 1,950.00		\$ 1,950.00
Awning	\$ 1,250.00	\$ 82,725.00	\$ 1,250.00
Additional Speakers			* \$ 150.00
Delivery	\$ 500.00	\$ 500.00	* delete
Subtotal	\$ 143,120.00	\$ 143,120.00	\$ 150,731.00
Extended Warranty		\$ 4,795.00	* \$ 4,795.00
Full Custom Wrap		\$ 6,950.00	* \$ 6,950.00
Subtotal		\$ 154,865.00	
*Add -ons/changes		\$ 7,611.00	
Total		\$ 162,476.00	\$ 162,476.00

RFP 17-12 Custom Food Truck
Design Changes w/Pricing 2-2-17

3.2 Structure

No Charge C. brushed aluminum as opposed to white powder coat finish
\$ 488 *(not previously included) - additional open shelving installed - \$121.99 Per Shelf x 4 shelves

3.3 Plumbing

No Charge B. Cutting Board over 3 compartment sink
No Charge J. Freezer drainage plumbed to grey water tank

3.4 Electrical

No Charge A. Florescent lighting instead of LED lighting
No Charge D. 8-10 outlets as opposed to four outlets

3.8 Refrigeration

\$ 4,500 C. Add in customer facing slider door cooler (True GDM-9-LD).
\$ (1,550) TD-24-7 credit
\$ 1,800 Add - ICE CHEST on passenger side exterior

3.10 Exterior Equipment

No Charge D. Flip down rear steps instead of automatic steps
\$ (950) RV-style automatic step credit
\$ 195 *(not previously included) - additional POS shelf installed near passenger door

\$ (500) Delivery Charge credit

Included Shadowbox - included in original proposal bottom line pricing.

Included Weight redistribution - included in original proposal bottom line pricing.

\$ 200 Small shelf nested underneath the POS shelf on the exterior, large enough to fit a cash box.

\$ 250 Additional external shelf 10" deep placed above the exterior ice chest

\$ 950 Sheet pan rack attached to ceiling w/chain & hook closure. Sheet Pans Not Included.

\$ 978 Add'l interior shelving for the True fridge, freezer, and heated holding cabinets - \$79.00 Per Shelf x 12 shelves

\$ 250 Shelf with a lip above the window casing, running the full length of the window

\$ 150 Two additional JBL marine speakers on exterior

\$ 850 Rear bumper extension to approx. 15" deep - ~~Yes. Cannot be quoted until truck is on site.~~

\$ 7,611 Total pricing for add-ons/changes

\$ 6,950 Vinyl Wrap - optional in original proposal.

\$ 4,795 Extended Warranty: Chasis - optional in original proposal.

\$ 19,356 Total price adjustment to proposal pricing, including optional items

Signature: _____

Jordan Schild

Date: 2-7-17

Title: _____

President

Signature: _____

Maria Eunice

Date: 2-7-17

Title: _____

Director of Food and Nutrition

+SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA

SUBMIT OFFER TO: See Bid mailing instructions on page 2

REQUEST FOR PROPOSAL

Offeror Acknowledgement and Acceptance

RFP TITLE: CUSTOM FOOD TRUCK

RFP NO. 17-12

DELIVERY F.O.B. DESTINATION:

Transportation Department, 1800 SE Hawthorne Road, Gainesville, FL 32601

ISSUE DATE: October 24, 2016

PURCHASING DEPARTMENT PHONE/FAX #
(352) 955-7582 / (844) 269-9018**RFP DUE DATE AND TIME:**

November 18, 2016 at 3:00 p.m. (EDST) ☺

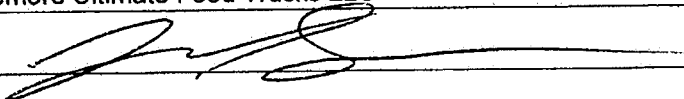
RFP OPENING: Purchasing Department

A non-mandatory pre-Proposal conference is scheduled for Tuesday, November 01, 2016 at 1:00 p.m. in Conference Room E, located at the Kirby-Smith Administration Center, 620 East University Avenue, Gainesville, FL 32601. All prospective Offerors are encouraged to attend this meeting.

The undersigned ("Offeror") hereby submits the following Proposal and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Request for Proposal ("RFP"), inclusive of the contents of any Addenda hereto. Offeror agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this RFP. Further, Offeror attests that it has not divulged, discussed, or compared this Proposal with any other Offeror and has not colluded with any other Offeror in the preparation of this Proposal in order to gain an unfair advantage in the award of the pending contract. Finally, Offeror acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

OFFEROR NAME:

Sizemore Ultimate Food Trucks LLC

SIGNATURE OF OWNER OR
AUTHORIZED OFFICER/AGENT:


TYPED TITLE: President

OFFEROR MAILING ADDRESS:

205 North Bay Street Bunnell, Florida 32110

AREA CODE/PHONE #: 386-313-5942

FAX #: 386-437-1244

OFFEROR EMAIL ADDRESS: Info@Sizemoreultimatefoodtrucks.com

OFFEROR WEB ADDRESS: www.Sizemoreultimatefoodtrucks.com

DATE: 10-26-2016

EIN/FEDERAL TAX ID #: 81-2309900

PURCHASING CARDS: Not Applicable to this IFB Applicable to this IFB

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this RFP. Unless exception to this condition is checked below, Offeror, by submitting a Proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this RFP using the purchasing card.

 Offeror does not accept the above condition.**NO PROPOSAL: THE PROSPECTIVE OFFEROR HEREBY SUBMITS A "NO PROPOSAL" FOR THE REASON(S) NOTED BELOW:**

- | | |
|---|--|
| <input type="checkbox"/> 1. Insufficient time to respond to the RFP | <input type="checkbox"/> 4. Our production/service schedule will not permit a response |
| <input type="checkbox"/> 2. Could not meet the specifications | <input type="checkbox"/> 5. Remove our name from this RFP list only |
| <input type="checkbox"/> 3. Does not offer the product or service specified | <input type="checkbox"/> 6. Other _____ |

FAX THIS "NO PROPOSAL" FORM TO (352) 955-7486. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN OFFEROR'S REMOVAL FROM SBAC'S ACTIVE OFFERORS LIST.

USE OF FEDERAL FUNDS: If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this RFP, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Offerors) will be checked. Paragraphs not checked below do not apply to this RFP.

 Paragraph 63 Paragraph 64 Paragraph 65

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT RFP AND BID OPPORTUNITIES, AS WELL AS INFORMATION ON AWARDED CONTRACTS.

ATTACHMENT E
RFP 17-12
PRICE PROPOSAL

OFFEROR: SizeMore Ultimate Food Trucks

Offeror affirms that the pricing proposed herein represents the total cost of custom food truck, in full accordance with the terms, conditions, and specifications of RFP unless otherwise expressly stated by Offeror (see "Tab 11"). The food truck shall be delivered complete, in first class and ready to use operating condition.

Pricing shall be inclusive of, but not limited to: base vehicle; all labor and materials required to design, construct, fabricate, equip and customized vehicle; delivery; warranties; set-up and onsite training; profit; and, any other direct and indirect costs associated with the performance of the contract. No other charges, surcharges, or fees shall be applicable to the contract.

Cost shall be one component of the Proposal evaluation process and ranked based on the "Total Cost of Vehicle". The proposed price should contain the Offeror's best and final offer. SBAC reserves the right to negotiate final price with the highest ranked Offeror based on final design and layout of custom food truck, as approved by District.

CUSTOM FOOD TRUCK – BASIC MINIMUM DESCRIPTION

1. STEP VAN BASE VEHICLE COST– shall be new, and include all standard equipment provided by manufacturer for the specified model as listed in the advertised and published literature for vehicle. The base vehicle shall be in accordance with all specifications as listed in "Attachment D". \$ 59,895.00

- Proposed Step Van Base Vehicle:
Chassis: Mfg. Ford Year: 2017 Model: F59 Mileage: 1,125
Body: Mfg. Utilimaster Model: P1200

2. CONVERSION COST – to include all labor, materials, and equipment to customize base vehicle in accordance with all specifications as listed in "Attachment D". \$ 82,725.00

3. DELIVERY COST – vehicle shall be transported (not driven) to final destination. ~~\$ 500.00~~

4. MANUFACTURER EXTENDED WARRANTY – STEP VAN BASE VEHICLE \$ 4,795.00
5 year/100K mile, base care with \$0 deductible

- TOTAL COST OF VEHICLE (sans fuels): ~~\$ 147,915.00~~

OPTIONS:

1. AIR CURTAIN ABOVE SERVING WINDOW (*Mars, or equal*) ~~\$ 550.00~~

2. FULL CUSTOM WRAP PACKAGE \$ 6,950.00

All additional pricing information as requested under Attachment B, "Required Submittals", shall be included as a separate attachment under "Tab 10".

*Sizemore Ultimate Food Trucks,
205 North Bay Street
Bunnell Florida 32110
Phone: 352.508.5568*

*SizemoreUltimatefoodtrucks.com
Jordan@sizemoreultimatefoodtrucks.com*



Client Name: Alachua County Public Schools

Truck / Trailer Details for Custom Built Food Truck

2017 Brand New Ford Gas Stepvan 22' Cargo W/ Backup Alarm, Backup Camera

\$59,895.00

- A. Ford F550 Step Van, F59S Commercial Strip Chassis (or equal);
- B. Model Year: 2017
- C. Dual rear wheels;
- D. Gasoline Engine - 6.8L V10;
- E. 6 Speed Automatic Transmission, as appropriate to GVW (Allison 1000 or 2000 Series or equal);
- F. GVW of completed food truck shall not exceed 22,000 pounds;
- G. Passenger seat, full high back;
- H. 245/70R 19.5" Tires;
- I. 19.5 Steel Wheels;
- J. Chrome Steel Covers;
- K. Fuel Tank – 40 GAL Rear Center Mount;
- L. Swinging Cab Doors;
- M. Air Conditioning (driver's area);
- N. Solid bulkhead with center opening and door;
- O. 22' length aluminum body (FSK) (Utilimaster or equal);
- P. Interior body height shall be in accordance with industry standards;
- R. Backup alarm;
- S. Backup camera system with LCD Color Monitor;
- T. Alarm System;
- U. No Dealer emblems;

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V. Exterior Paint – White.

W. Class K Extinguisher Bracket, And First Aid Kit Included

Construction

\$38,800.00

- 1 1/2" 4'x8' Cooking Insulation Board
- 1/2" Fire Retardant Plywood (On Cooking Line)
- 4'x10' White Aluminum Walls
- Tread-Brite Diamondplate Flooring
- Stainless Equipment Stands (For Cooking Equipment)
- Stainless Worktables
- Cabinets Installed Under Work Top Counter's
- Fabrication Of Walls And Flooring
- Floor Drains Piped Into Waste Tank
- Stainless 3 Compartment Sink (30" Inch Sink W/ 10" Drain boards On Both Sides" W/ Cutting Board
- Stainless Hand Wash Sink
- Stainless Fruit Sink
- 60 Gallon Fresh Water Tank
- 75 Gallon Waste Water Tank
- MAREY On Demand Propane Water Heater
- Shurflo 1.6 GPM Water Pump (GPM Will Depend On Health Department) (100 Watts)
- Floor Drains Into Separate 10 Gallon Waste Tank
- Plumbing Installation
- 1 29.6 Gallon Worthington Propane Under mount (Can Be Changed Depending On Fire Code)
- Liquid Propane Regulator
- Shut-Off Valves (Will Have A Main Shut Off, And One Per Piece Of Cooking Equipment)
- Propane Install
- 1 Coleman 15000 BTU AC Unit - W/ Installation (1,500 Watts) 550

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- 1 72"x36" Custom Concession Window W/ Screens and Fold Out Serving Table (10"x72"
36"x74" Rv Door W/ Screen
Labor For Window and RV Door Install
Captive Aire Stainless Steel Hood W/ Up blast Fan (Size Depends On Equipment) (1,800 Watts)
Ansul Fire Suppression System
Custom Ice Bin Built and Installed For Exterior Access

Power Supply

\$20,500.00

- 125Amp Breaker Box
- 100Amp Manual Transfer Switch
- 20 Amp Breaker Switches
- Circuit Wiring
- 6 Outdoor Phillips LED Light Bars (2 Passenger, 1 Rear, 3 Drivers)
- 2 Outdoor Pyle Marine Speaker
- 1 100 Watt Audio Radio Mounted W/ Bluetooth, CD, And Radio
- Interior Signs, Soap Dispenser, Paper Towel Dispenser
- Run Security Camera Wires, and Camera Mounts
- Run POS System Wiring and Bracket
- 2 48" Interior LED Light Fixtures W/ Shatterproof Cover
- Electrical Installation - Equipment & Skilled Labor
- Powertech 12KW Diesel Generator- Includes Manufacturer's 2 Year Limited Or 2000 Hour Warranty
- Custom Framing to Conceal Generator
- Install of Sound & Heat Reduction Foam
- Sound Suppressing Muffler - Installed
- External Generator Plug Box
- Generator - Equipment & Labor

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	Truck Equipment	\$21,900.00
1	Southbend 436A-3G - 36-Inch Griddle Top Restaurant Range- Includes 1 Year Manufacturer's Warranty	
1	Duke Aerohot 3 Well Propane Steam Table- Includes 1 Year Manufacturer's Warranty	
1	TRUE TH-23 Stainless Single Door Heating Cabinet- Includes 1 Year Manufacturer's Warranty	
1	TRUE GDM-9LD Drink Cooler Installed For Exterior Access - Includes Manufacturer's 3 Year Limited Warranty	
1	TRUE T-19 Single Door Fridge- Includes Manufacturer's 3 Year Limited Warranty	
1	TRUE T-19F Single Door Commercial Freezer - Includes Manufacturer's 3 Year Limited Warranty	
1	TRUE TSSU-36-8 Double Door Sandwich Prep Station- Includes Manufacturer's 3 Year Limited Warranty	
	Recommended Extras (If Applicable)	
1	3m Professional Vinyl Wrap, Design and Install-	\$6,950.00
1	Adjustment To Vehicle Suspension for Weight Compensation-	\$1,825.00
1	Single Steel RV Step For Rear Entry - Included	
1	Pro Chrome Wheels - QTY 4 - Included	
1	Shadowbox W/ Electrical Connections, mount for 42" TV and Plexiglas face	\$1,950.00
1	18 Foot Manual Awning Carefree of Colorado	\$1,250.00
	Subtotal-	-\$153,070.00

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Client Name: Alachua County Public Schools

Truck / Trailer Details for Custom Built Food Truck

2017 Brand New Ford Gas Stepvan 22' Cargo W/ Backup Alarm, Backup Camera

- A. Ford F550 Step Van, F59S Commercial Strip Chassis (or equal);
- B. Model Year: 2017
- C. Dual rear wheels;
- D. Gasoline Engine - 6.8L V10;
- E. 6 Speed Automatic Transmission, as appropriate to GVW (Allison 1000 or 2000 Series or equal);
- F. GVW of completed food truck shall not exceed 22,000 pounds;
- G. Passenger seat, full high back;
- H. 245/70R 19.5" Tires;
- I. 19.5 Steel Wheels;
- J. Chrome Steel Covers;
- K. Fuel Tank – 40 GAL Rear Center Mount;
- L. Swinging Cab Doors;
- M. Air Conditioning (driver's area);
- N. Solid bulkhead with center opening and door;
- O. 22' length aluminum body (FSK) (Utilimaster or equal);
- P. Interior body height shall be in accordance with industry standards;
- R. Backup alarm;
- S. Backup camera system with LCD Color Monitor;
- T. Alarm System;
- U. No Dealer emblems;
- V. Exterior Paint – White.

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W. Class K Extinguisher Bracket, And First Aid Kit Included

Construction

- 1 1/2" 4'x8' Cooking Insulation Board
- 1/2" Fire Retardant Plywood (On Cooking Line)
- 4'x10' White Aluminum Walls
- Tread-Brite Diamondplate Flooring
- Stainless Equipment Stands (For Cooking Equipment)
- Stainless Worktables
- Cabinets Installed Under Work Top Counter's
- Fabrication Of Walls And Flooring
- Floor Drains Piped Into Waste Tank
- Stainless 3 Compartment Sink (30" Inch Sink W/ 10" Drain boards On Both Sides"
- Stainless Hand Wash Sink
- Stainless Fruit Sink
- 60 Gallon Fresh Water Tank
- 75 Gallon Waste Water Tank
- MAREY On Demand Propane Water Heater
- Shurflo 1.6 GPM Water Pump (GPM Will Depend On Health Department) (100 Watts)
- Floor Drains Into Separate 10 Gallon Waste Tank
- Plumbing Installation
- 1 29.6 Gallon Worthington Propane Under mount (Can Be Changed Depending On Fire Code)
- Liquid Propane Regulator
- Shut-Off Valves (Will Have A Main Shut Off, And One Per Piece Of Cooking Equipment)
- Propane Install
- 1 Coleman 15000 BTU AC Unit - W/ Installation (1,500 Watts) 550
- 1 72"x36" Custom Concession Window W/ Screens and Fold Out Serving Table (10"x72"

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36"x74" RV Door W/ Screen

Labor For Window and RV Door Install

Captive Aire Stainless Steel Hood W/ Up blast Fan (Size Depends On Equipment) (1,800 Watts)

Ansul Fire Suppression System

Power Supply

125Amp Breaker Box

100Amp Manual Transfer Switch

20 Amp Breaker Switches

Circuit Wiring

6 Outdoor Phillips LED Light Bars (2 Passenger, 1 Rear, 3 Drivers)

2 Outdoor Pyle Marine Speaker

1 100 Watt Audio Radio Mounted W/ Bluetooth, CD, And Radio

Interior Signs, Soap Dispenser, Paper Towel Dispenser

Run Security Camera Wires, and Camera Mounts

Run POS System Wiring and Bracket

2 48" Interior LED Light Fixtures W/ Shatterproof Cover

Electrical Installation - Equipment & Skilled Labor

Powertech 12KW Diesel Generator- Includes Manufacturer's 2 Year Limited Or 2000 Hour Warranty

Custom Framing to Conceal Generator

Install of Sound & Heat Reduction Foam

Sound Suppressing Muffler - Installed

External Generator Plug Box

Generator - Equipment & Labor

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Truck Equipment

- 1 Southbend 436A-3G - 36-Inch Griddle Top Restaurant Range- Includes 1 Year Manufacturer's Warranty
- 1 Duke AeroHot 3 Well Propane Steam Table- Includes 1 Year Manufacturer's Warranty
- 1 TRUE TH-23 Stainless Single Door Heating Cabinet- Includes 1 Year Manufacturer's Warranty
- 1 TRUE TD-24-7 Drink Cooler - Includes Manufacturer's 3 Year Limited Warranty ~~DELETE~~
- 1 TRUE T-19 Single Door Fridge- Includes Manufacturer's 3 Year Limited Warranty
- 1 TRUE T-19F Single Door Commercial Freezer - Includes Manufacturer's 3 Year Limited Warranty
- 1 TRUE TSSU-36-8 Double Door Sandwich Prep Station- Includes Manufacturer's 3 Year Limited Warranty

Recommended Extras (If Applicable)

- 1 3m Professional Vinyl Wrap, Design and Install-
- 1 Adjustment To Vehicle Suspension for Weight Compensation-
- 1 Automatic Rv Steps That Open When Door is Opened-
- 1 Pro Chrome Wheels - QTY 4 - Included
- 1 Shadowbox W/ Electrical Connections, mount for 42" TV and Plexiglas face
- 1 18 Foot Manual Awning Carefree of Colorado

Prepared For:

Prepared By:



Selected Options

2016 Ford F59 Commercial Stripped Chassis

4x2 Chassis 208" WB DRW Base (F5K)

Vehicle Snapshot	Engine: 6.8L 3V SOHC EFI Triton V10 Transmission: 5-Speed TorqShift Automatic w/OD Rear Axle Ratio: 5.38 GVWR: 22,000 lb Payload Package
-------------------------	---

Code	Description	Class	MSRP
F5K	Base Vehicle Price (F5K)	STD	
Packages			
696A	Order Code 696A <i>(99Y) Engine: 6.8L 3V SOHC EFI Triton V10; (44T) Transmission: 5-Speed TorqShift Automatic w/OD : Includes tow-haul mode.; (STDAX) 4.88 Axle Ratio; (T91) Tires: 225/70Rx19.5G BSW Highway (6); (STDWL) Wheels: 19.5" x 6" Steel (6)</i>	OPT	N/C
Powertrain			
99Y	Engine: 6.8L 3V SOHC EFI Triton V10 <i>Torque: 457 ft.lbs. @ 3250 rpm.</i>	INC	Included
44T	Transmission: 5-Speed TorqShift Automatic w/OD <i>Includes tow-haul mode.</i>	INC	Included
	5.38 Axle Ratio	INC	Included
20S	GVWR: 22,000 lb Payload Package <i>(NONAX) 5.38 Axle Ratio; (64W) Wheels: 19.5" x 6.75" Steel (6); (T96) Tires: 245/70Rx19.5G BSW Highway (6). Includes HydroMax power brake assist, 4-sensor/4 channel 4-wheel ABS, 15,000 lb. Rear DANA S130 Axle, 8,000 lb front GAWR and 15,000 lbs rear GAWR and heavy-duty front track bar package.</i>	OPT	
Wheels & Tires			
T96	Tires: 245/70Rx19.5G BSW Highway (6)	INC	Included
64W	Wheels: 19.5" x 6.75" Steel (6)	INC	Included
Seats & Seat Trim			
STDST	Seats Not Included (No Pedestal)	STD	N/C

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210136 7/1/2012

Selected Options Continued

Prepared By: Administrator
Dealership:

Code	Description	Class	MSRP
Other Options			
208WB	208" Wheelbase	STD	N/C
572	Air Conditioning Prep Package	OPT	
Vehicle Subtotal			
Fuel Charge			
Destination			
Vehicle Subtotal (including Destination)			

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210136 7/1/2012

Prepared For:

Prepared By:



Dimensions & Capacities 2016 Ford F59 Commercial Stripped Chassis

4x2 Chassis 208" WB DRW Base (F5K)

Description	Value
Dimensions and Capacities	
Output	362 hp @ 4,750 rpm
Torque	457 lb.-ft. @ 3,250 rpm
1st gear ratio	3.110
2nd gear ratio	2.220
3rd gear ratio	1.550
4th gear ratio	1.000
5th gear ratio	0.710
Reverse gear ratio	2.880
Curb weight	6,315 lbs.
GVWR	22,000 lbs.
Front GAWR	8,000 lbs.
Rear GAWR Weight	15,000 lbs.
Payload	15,621 lbs.
Front curb weight	3,282 lbs.
Rear curb weight	3,033 lbs.
Front axle capacity	8,000 lbs.
Rear axle capacity	15,000 lbs.
Front spring rating	8,000 lbs.
Rear spring rating	15,000 lbs.
Front tire/wheel capacity	7,780 lbs.
Rear tire/wheel capacity	14,620 lbs.
Towing capacity	4,000 lbs.
Length	350.1 "
Wheelbase	208.0 "
Axle to end of frame	105.8 "
Front tread	90.7 "
Rear tread	95.0 "
Turning radius	28.1 '
Fuel tank	40.0 gal.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05210136 7/1/2012

Order Acknowledgement



Customer 38065/000

Ship To
Same

Spec/Ver 42732/1
Purchase Order 0010020

Req.Delivery 6/17/2016
Units Ordered 3

We are pleased to inform your order as follows: This order acknowledgement is given subject to the Terms of Sale included with this form, and is applicable only to the quantities shown.

Quantity	Reference#	Description	Price
		W-I 22'Lx 93-1/2''Wx85''H FORD F59	.00
1	W001590	CHASSIS SPECS ***** DROP SHIP CHASSIS Please review the chassis information listed. The dealer must confirm the chassis specification before the body is scheduled. If the chassis arrives with different specification, your order can be delayed and there could be additional cost.	
1	W041009	FORD F59 CHASSIS MODEL YEAR	Standard
1	W041009-42	2017 FORD CHASSIS	
1	W00897	DOMESTIC CHASSIS	Standard
1	W002077	FORD F59 CHASSIS	Standard
1	W04018	WHEELBASE OPTIONS FORD F59	
1	W04018-32	208" WHEELBASE FORD F59	Standard
1	W04003	GAS ENGINE	Standard
1	W04003-30	* 6.8L V10	Standard
1	W04008	AUTOMATIC TRANSMISSION FORD F59	Standard
1	W01011	DUAL REAR WHEELS	Standard
1	W04013	TIRE SIZE	Standard
1	W04013-30	19.5" TIRES	Standard
1	W04019	FUEL TANK OPTIONS FORD	
1	W04019-30	40 GAL REAR CENTER MOUNT	
1	W04015	CHASSIS GVWR FORD F59	
1	W04015-33	* 22,000 GVWR	
1	W04016	CHAS SUPPLIED FACTORY A/C PREP KIT	
		LENGTH OPTIONS 85H ****	
1	W04020-22F	22' F59	
1	W001902-F	.100 UPPER / .100 LOWER SIDEWALL MTL	
		93.5W *****	
1	W04021-C	93.5W FORD F59	Standard
		CAB DOOR OPTIONS *****	
1	W04026	SEDAN DOOR LH	
1	W04027	SEDAN DOOR RH	
1	W00792	SLIDER WINDOW LH SILVER	Standard
1	W00793	SLIDER WINDOW RH SILVER	Standard
1	W04035	4" LOWERED STEPWELL LH	Standard
1	W04036	4" LOWERED STEPWELL RH	Standard
1	W04701	LH INTERMEDIATE STEP	
1	W001636	SEDAN DOOR LOCK SELECTIONS	
1	W001804	SEDAN DOOR ROTARY LATCH (NEW STYLE)	
		REAR STRUCTURE OPTIONS *****	
1	W00052-CF	REAR SWING DOORS	Standard
1	W00053-CF	* TWIN 20"SWG	Standard
1	W002152	PIERCE AND ROLL CONSTRUCTION	Standard
1	W00059	HINGES NONOFFSET	Standard
1	W00060	EXTRA HINGE	Standard
1	W00061	R38 HOLDBACK W/3"EXTENSION	Standard
1	W00144	STANDARD RELEASE LH DOOR	Standard
1	W00065	SLAMLOCK HARDWARE	Standard
1	W00078	KASON REAR SWING DOOR HARDWARE	Standard
1	W00079	* BLACK FINISH	Standard
1	W00040	* KEY TO LOCK	Standard
		SEATING OPTIONS *****	
1	W00112	DRIVERS SEAT	Standard
1	W00113	* HI-BACK SEAT LH	Standard

Order Acknowledgement



Customer 38065/000

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Same

Spec/Ver 42732/1
Purchase Order 0010020

Req.Delivery 6/17/2016
Units Ordered 3

Quantity	Reference#	Description	Price
1	W00113-30	* BLACK VINYL	Standard
1	W00121	* FIXED PEDESTAL STD SEAT	Standard
1	W00122	* 3PT SEATBELT W/2LOC D-RING	Standard
1	W00133	REM JUMPSEAT 10"W/BELT	
BULKHEAD OPTIONS *****			
1	W00149-CF	DRIVER SIDE SMALL PANEL	
1	W00153	.125 ALUMINUM	
DRIVER CONVENIENCE OPTIONS ***			
1	W00543	SINGLE WIPER MOTOR SYSTEM	Standard
1	W001696	NON SKID TAPE ON CAB FLOOR RISERS	Standard
1	W001034	SAFE-T-TREAD IN STEPWELL	
1	W00180	DIESEL SOUND REDUCTION COWL	Standard
1	W002080	RADIOS	
1	W002082	RADIO AM/FM/WB JENSEN	
1	W00187	Text: Wired key control on accessory side 1 CAB FAN Location: Center mount below shelf	
1	W00189	SUNVISOR DRIVER SIDE	Standard
1	W00191	* SUNVISOR PADDED 8x28	Standard
1	W00190	SUNVISOR PASSENGER SIDE	
1	W002136	* SUNVISOR PADDED 8x24	
1	W001193	ABS CUP HOLDER LH DASH MOUNT	Standard
1	W001181	RH CAB ENTRY HAND RAIL STANDARD	
WORKTABLES, TRAYS, STORAGE ****			
1	W01731	ALUMINUM ENGINE COVER	Standard
1	W001499	ALUM DOC HLDR 3x8x12 ON ENG CVR	Standard
1	W00221	ID POUCH 13.5Wx6.5H W/FLAP	
1	W002130	Location: Mount LH above driver door Ref:64237003 OVERHEAD SHELF CENTER SUPPORT	Standard
DASH/INTERIOR LIGHTING OPTIONS *****			
1	W00226	CAB DOME LIGHT/SPECIFY TYPE	Standard
1	W00226-52	* 4" LED STD	Standard
1	W04227	Location: Centered in cab DOME LIGHT SWITCH ON HEADLAMP	Standard
1	W00230	CARGO DOME LIGHT/SPECIFY TYPE	Standard
1	W00230-352	* (3) 4" LED STD Location 1: C05 Location 2: C11 Location 3: C17	
1	W00233	CARGO LIGHT 3 WAY SWITCH	Standard
1	W00564	Location: RH rear structure panel 60" off floor CARGO DOME LIGHT BATTERY HOT	Standard
ROOF OPTIONS *****			
1	W002231	ROOF PARAMETRICS	Standard
1	W00242-CF	.032" SMOOTH ALUM EXTERIOR	Standard
1	W00244	.024" EMBOSSED INTERIOR	Standard
1	W00245	FIBERGLASS INSULATION R4	Standard
1	W002017	ROOF CASTINGS FOR MINI MARKERS	
CARGO FLOOR OPTIONS *****			
1	W00261	REAR THRESHOLD DRAINS (2)	Standard
1	W00262	STD BODY UNDERCOATING	Standard
1	W00200	Undercoat outside the rails and not between.	
1	W04267-C	FUEL SENDING UNIT ACCESS	Standard
1	W002091	STANDARD WHEELWELL 41" AISLE CARGO FLOOR PLANKS MAX 16"	Standard

Order Acknowledgement



Customer 38065/000

Ship To
Same

Spec/Ver 42732/1
Purchase Order 0010020

Req.Delivery 6/17/2016
Units Ordered 3

Quantity	Reference#	Description	Price
		SIDE & REAR WALL OPTIONS *****	
1	W00201	STANDARD STUD PROFILE (HAT STYLE)	Standard
1	W00206	OPTIONAL 24" SPACING	
1	W001553	ROUND RUBRAIL PROFILE	Standard
1	W002071	STANDARD SIDEWALL LAYOUT	Standard
1	W001902	.100 UPPER / .100 LOWER SIDEWALL MTL	Standard
1	W00304	VENT FRESH AIR 4x10 QTR PNL LH	Standard
		RR BUMPERS, HITCHES, LIFTGATES**	
1	W00332-C	8" TREADPLATE REAR BUMPER	Standard
		EXTERIOR BODY OPTIONS *****	
1	W00379	TINTED WINDSHIELD WO/SHADE BAND	Standard
1	W00581	BONDED WINDSHIELD GLASS	Standard
1	W00380	EXT MIRROR BLACK PRESET LOOPS	Standard
1	W00389	MUD FLAPS REAR	
1	W04392	EXTRA LOWER RUBRAIL 1-3/4"UP	
1	W01770	FUEL FILL DOOR & CLOSER	Standard
1	W002122	WHEELWELL CUTOUT LOCATION	Standard
		HOOD & FRT BUMPER OPTIONS ****	
1	W04584-C	RIM LIFTUP NOSE	Standard
1	W00369	INCANDESCENT HEADLIGHTS RECT	Standard
1	W001714	SEVEN TUBE GRILLE INSERT	Standard
1	W041784-C	UTILIMASTER 9" FRONT BUMPER 7GA	
		PAINT & DECAL OPTIONS *****	
1	W00615	PAINT EXT STANDARD WHITE Sherwin Williams G2-4804482 Dupont N0006HN	Standard
1	W002206	PAINT FRONT BUMPER STANDARD BLACK	
1	W002207	PAINT REAR BUMPER STANDARD BLACK	
1	W00417	PAINT 4 WHEELS & HUBS	Standard
1	W002134	Color & Code: White Standard DELETE UTILIMASTER LOGOS	(N0006HN) (G2-4804482)
		EXT LIGHTING OPTIONS *****	
1	W00431-C	TAIL LIGHTS	Standard
1	W002220	4.5" LED (STD)	Standard
1	W002220-40	GROMMET MOUNTED LED STT & BACKUP	
1	W002223	LED BACKUP LT (STD)	Standard
1	W00436	CLEARANCE LIGHTS	Standard
1	W002221	LED MINI MARKER FRT & REAR (STD)	Standard
1	W002018	MINI CLEARANCE LTS IN REAR CORNERS	
1	W002222	LED FRONT TURN LTS (STD)	Standard
1	W002222-40	LED FRONT TURN LTS BLACK FLANGE	
1	W002224	LED LICENSE PLATE CENTERED (STD)	Standard
1	W002257	TAIL & BACK UP LTS IN KICKPLATE STD	Standard
1	W00918	SIDE BODY MARKER LIGHT 21-30"	
1	W002258	REAR TAILLIGHT WIRING SHIELD	Standard
		HVAC OPTIONS *****	
1	W011084	CAB AC W/ELECTRONIC CONTROLS New for 2011: 40K BTU/HR with "Clean Air Technology"	
		ELECTRICAL OPTIONS *****	
1	W002111	BACKUP CAMERA SYSTEMS	
1	W002112	VOYAGER BACKUP CAMERA W/LCD MONITOR	
1	W002112-51	MONITOR ON IN REVERSE ONLY	
1	W002112-54	LCD COLOR MONITOR	
1	W002112-540	5.6" LCD COLOR MONITOR	
1	W00480-2	(2) 12V RECEPTACLE ON DASH	Standard

Order Acknowledgement



Customer 38065/000

Ship To
Same

Spec/Ver 42732/1
Purchase Order 0010020

Req.Delivery 6/17/2016
Units Ordered 3

Quantity	Reference#	Description	Price
		Location: RH of Dash	
		CHASSIS RELATED OPTIONS ****	
1	W04485	FRONT END ALIGNMENT (TOE-IN ONLY)	Standard
1	W01486	PDI / UTILIMASTER SUPPLIED	
1	W001260	ENCLOSE BATTERY BOX	Standard
1	W001775	DOT INSPECTION	
			FOB Bristol
Total Unit Price:			.00

I have reviewed and am in agreement with the specifications and pricing associated with this order. By initialing this Order Acknowledgment I hereby authorize Utilimaster to proceed with the manufacture of this product and I agree to purchase the vehicle in accordance with Utilimaster's Terms & Conditions, a copy to which has previously been provided to me.

+SCHOOL BOARD OF ALACHUA COUNTY, FLORIDA SUBMIT OFFER TO: <i>See Bid mailing instructions on page 2</i>	REQUEST FOR PROPOSAL Offeror Acknowledgement and Acceptance
RFP TITLE: CUSTOM FOOD TRUCK	RFP NO. 17-12
DELIVERY F.O.B. DESTINATION: Transportation Department, 1800 SE Hawthorne Road, Gainesville, FL 32601	ISSUE DATE: October 24, 2016 PURCHASING DEPARTMENT PHONE/FAX # (352) 955-7582 / (844) 269-9018
RFP DUE DATE AND TIME: November 18, 2016 at 3:00 p.m. (EDST) ⌚	RFP OPENING: Purchasing Department

A non-mandatory pre-Proposal conference is scheduled for Tuesday, November 01, 2016 at 1:00 p.m. in Conference Room E, located at the Kirby-Smith Administration Center, 620 East University Avenue, Gainesville, FL 32601. All prospective Offerors are encouraged to attend this meeting.

The undersigned ("Offeror") hereby submits the following Proposal and attests that it understands, agrees to, and will abide by all terms, conditions, specifications, and instructions contained in the Request for Proposal ("RFP"), inclusive of the contents of any Addenda hereto. Offeror agrees to be bound by a contract, the form of which will be provided by the School Board of Alachua County, to provide the materials and/or services described in this RFP. Further, Offeror attests that it has not divulged, discussed, or compared this Proposal with any other Offeror and has not colluded with any other Offeror in the preparation of this Proposal in order to gain an unfair advantage in the award of the pending contract. Finally, Offeror acknowledges that all information contained herein is subject to the Public Records Act, Chapter 119, F.S.

OFFEROR NAME:

SIGNATURE OF OWNER OR AUTHORIZED OFFICER/AGENT:

TYPED TITLE:

OFFEROR MAILING ADDRESS:

AREA CODE/PHONE #:	FAX #:
OFFEROR EMAIL ADDRESS:	OFFEROR WEB ADDRESS:
DATE:	EIN/FEDERAL TAX ID #:

PURCHASING CARDS: Not Applicable to this IFB Applicable to this IFB

SBAC personnel may choose to use a Visa™ purchasing card in place of a purchase order to make purchases under this RFP. Unless exception to this condition is checked below, Offeror, by submitting a Proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made under this RFP using the purchasing card.

Offeror does not accept the above condition.

NO PROPOSAL: THE PROSPECTIVE OFFEROR HEREBY SUBMITS A "NO PROPOSAL" FOR THE REASON(S) NOTED BELOW:

<input type="checkbox"/> 1. Insufficient time to respond to the RFP	<input type="checkbox"/> 4. Our production/service schedule will not permit a response
<input type="checkbox"/> 2. Could not meet the specifications	<input type="checkbox"/> 5. Remove our name from this RFP list only
<input type="checkbox"/> 3. Does not offer the product or service specified	<input type="checkbox"/> 6. Other _____

FAX THIS "NO PROPOSAL" FORM TO (352) 955-7486. INCLUDE THE COMPANY INFORMATION REQUESTED ABOVE. FAILURE TO SUBMIT THIS FORM MAY RESULT IN OFFEROR'S REMOVAL FROM SBAC'S ACTIVE OFFERORS LIST.

USE OF FEDERAL FUNDS: If SBAC intends to utilize Federal funds to make purchases using the contract formed as a result of this RFP, then one or more of the paragraphs listed below (ref. Attachment A, General Conditions, Instructions to Offerors) will be checked. Paragraphs not checked below do not apply to this RFP.

Paragraph 63 Paragraph 64 Paragraph 65

ADDITIONAL INFORMATION REGARDING THE SCHOOL BOARD OF ALACHUA COUNTY, INCLUDING SCHOOL AND DEPARTMENT ADDRESSES AND THE CURRENT SCHOOL YEAR CALENDAR, IS LOCATED AT WWW.SBAC.EDU. THE PURCHASING DEPARTMENT'S HOME PAGE IS ALSO LOCATED ON THIS WEB SITE AND INCLUDES ALL CURRENT RFP AND BID OPPORTUNITES, AS WELL AS INFORMATION ON AWARDED CONTRACTS.

Offeror's Proposal must be received in the Purchasing Department on or before the date and time specified above.

If sent via US Mail or express delivery carrier (UPS, FedEx, DHL, etc.), address Proposal to:

<p>School Board of Alachua County Kirby Smith Administration Building Attn: Purchasing Department 620 East University Avenue Gainesville, FL 32601</p>
--

If delivered by hand, deliver Proposal to the Purchasing Department located on second floor (Room 02-212) of Kirby Smith Administration Building at above address. Upon arrival at facility, sufficient time should be allowed to check-in at reception desk and arrive at Purchasing Department. Proposals received by telephone, telegraph or facsimile transmission will be considered non-responsive.

Proposals received after such date and time are late and will not be considered for award. Late Proposals will be returned unopened to the Offeror. The responsibility for delivering Proposals to the School Board of Alachua County Purchasing Department on or before the specified time and date is solely and strictly the responsibility of the Offeror. Proposals delivered to any other School Board Department, School, or other administrative site will not be accepted. The official Purchasing Department time/date stamp clock will be used to determine on what date and at what time a Proposal is received.

At this time a public reading of the name of each Offeror submitting a Proposal will be held. At a regularly scheduled meeting of the Board, the Proposals as so opened, tabulated and evaluated as prescribed by the RFP, and with the recommendation of the Superintendent of Schools of this county regarding them, shall be presented to the Board for its consideration. Any Proposal accepted or contract awarded shall be to the responsible Offeror, whose Proposal is most advantageous to the Board, price and other factors herein considered. Further, any Proposal accepted or contract awarded will be to the Offeror meeting the requirements of law, State Board of Education rules, School Board policies, and the requirements set forth in this RFP.

RFP Package: Mark in lower left-hand corner of the envelope containing your Proposal, "CUSTOM FOOD TRUCK, RFP #17-12," TO BE OPENED AT 3:00 P.M., NOVEMBER 18, 2016. Mark your company name and address on upper left-hand corner of the envelope. Proposals will not be considered unless prepared in ink or typewritten and signed in ink. Sales tax is only applied to materials purchased directly by a prospective Offeror. In all other respects, the School Board of Alachua County is tax exempt.

This RFP, including the General Conditions, Instructions To Offerors—Supplies/Services, any Addenda issued hereto, and the following documents form a part of each Offeror's Proposal and by reference are made a part thereof:

- PROPOSER'S ACKNOWLEDGEMENT AND ACCEPTANCE FORM
- CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS
- JESSICA LUNSFORD ACT – OFFEROR ACOMPANYATION FORM
- SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM
- INSURANCE CERTIFICATION FORM
- ATTACHMENT A - GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES
- ATTACHMENT B - PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION
- ATTACHMENT C – SPECIAL CONDITIONS
- ATTACHMENT D – PREFERRED SPECIFICATIONS
- ATTACHMENT E – PRICE PROPOSAL FORM
- APPENDIX A – VEHICLE ILLUSTRATIONS

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

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 84.110.

Instructions for Certification

1. By signing and submitting the Proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this Proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

- (1) The prospective lower tier participant certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this Proposal.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME RFP 17-12, CUSTOM FOOD TRUCK
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

JESSICA LUNSFORD ACT – OFFEROR ACOMPANYATION FORM

The School Board is required to conduct background screening of Offerors (including its employees, agents, and sub-contractors) that are contracted with the School Board (go to www.sbac.edu for finger printing and Level 2 screening procedures). Background screening includes submission of Offeror’s fingerprints to the FDLE and FBI. The standards for screening depend on the nature of the work to be performed by Offeror.

- A. If Offeror’s performance either **is** anticipated to result in direct contact with students, or will give Offeror access to or control of school funds, then the screening standard is that Offeror may not have been convicted of a crime involving moral turpitude. The School Board has defined “crimes involving moral turpitude” to include, but not be limited to the following: felony sexual-related crimes, felony child abuse crimes, murder, lewd and lascivious crimes, indecent exposure (if sexual in nature), and felony distribution or sale of controlled substances.
- B. If Offeror’s performance **is not** anticipated to result in direct contact with students, then the screening standard is that Offeror may not have been convicted of any of the following offenses: Any offense listed in s. 943.0435(1)(a)1., relating to the registration of an individual as a sexual offender; Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct; Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct; Section 775.30, relating to terrorism; Section 782.04, relating to murder; Section 787.01, relating to kidnapping; Any offense under chapter 800, relating to lewdness and indecent exposure; Section 826.04, relating to incest; Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

"Convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld. Conviction of a similar offense includes, but is not limited to, a conviction by a federal or military tribunal, including courts-martial conducted by the Armed Forces of the United States, and includes a conviction or entry of a plea of guilty or nolo contendere resulting in a sanction in any state of the United States or other jurisdiction. A sanction includes, but is not limited to, a fine, probation, community control, parole, conditional release, control release, or incarceration in a state prison, federal prison, private correctional facility, or local detention facility.

Exemptions from fingerprint based background screening: If Offeror’s work is non-instructional in nature, then Offeror may be exempt from the background screening requirements above if Offeror meets one of the following criteria: 1) Offeror is under the direct supervision of a School Board employee or contractor or one or more Offeror employees who have had a criminal history check and meets the screening requirements under s. 1012.32, s. 1012.465, s. 1012.467, or s. 1012.56. "Direct supervision" means that a School Board employee or contractor or one or more Offeror employees are physically present with Offeror when Offeror has access to a student and the access remains in the School Board employee's or the contractor's or the Offeror’s employees’ line of sight; 2) Offeror is required by law to undergo a level 2 background screening pursuant to s. 435.04 for licensure, certification, employment, or other purposes and Offeror submits evidence of meeting the following criteria: a) Offeror meets the screening standards in s. 435.04, b) Offeror’s license or certificate is active and in good standing, if Offeror is a licensee or certificate-holder, c) Offeror has completed the criminal history check within 5 years prior to seeking access to school grounds when students are present; 3) Offeror is a law enforcement officer, as defined in s. 943.10, who is assigned or dispatched to school grounds by Offeror’s employer; 4) Offeror is an employee or medical director of an ambulance provider, licensed pursuant to chapter 401, who is providing medical transportation services; 5) Offeror remains at a site where students are not permitted and the site is separated from the remainder of the school grounds by a single chain-link fence of 6 feet in height; 6) Offeror provides pick-up or delivery services and those services involve brief visits on school grounds when students are present.

However, even if Offeror is exempt as defined above, Offeror will be subject to a search of Offeror’s name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. There is no charge for this search.

Certification

By submitting an Offer in response to this RFP, Offeror swears and acompansys under penalty of perjury that all of its employees, agents, and subcontractors will comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing procedures, and the laws of the State of Florida. Failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s finger printing procedures, and the laws of the State of Florida shall constitute a material breach of the contract, and SBAC may avail itself of all remedies pursuant to law. Offeror agrees to indemnify and hold harmless the School Board, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to Offeror's failure to comply with this form, the requirements of the Jessica Lunsford Act, SBAC’s fingerprinting procedures, and the laws of the State of Florida.

NAME OF OFFEROR	RFP # AND TITLE
	RFP #17-12, CUSTOM FOOD TRUCK
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

SMALL/MINORITY BUSINESS ENTERPRISE CERTIFICATION FORM

If applicable¹, Offeror represents that it is either a

Small Business Enterprise, as defined in FS 288.703(1),

or a

Minority Business Enterprise,

Please circle one or more as applicable

African-American

Hispanic American

Asian American

Native American

American Women

as defined in FS 288.703 (2) and (3), and that it has been certified by one of the following agencies as an MBE:

State of Florida, Department of Management Services, Office of Supplier Diversity

City of Gainesville Florida Small Business Procurement Program

Alachua County Florida Equal Opportunity Division

What is the expiration date on your MBE certificate: _____

If you are not a small or minority business enterprise, but intend to subcontract a portion of the services or work described in this RFP to a small or minority business enterprise, please provide the following information:

	<u>Subcontractor Name</u>	<u>Small/MBE Designation (see above)</u>	<u>Estimated Dollar Value of Services</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

NAME OF OFFEROR	RFP # AND TITLE
	RFP #17-12, CUSTOM FOOD TRUCK
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

¹ If Offeror is not a small or minority business enterprise and does not intend to subcontract a portion of the services or work described in this RFP to an S/MBE, then Offeror shall not execute this form.

INSURANCE CERTIFICATION FORM

This form is applicable is not applicable to the RFP.

Offeror shall, at Offeror's sole expense, procure and maintain during the term of the Contract, at least the following minimum insurance coverage, which shall not limit the liability of the Offeror:

Applicable Not Applicable

Workers Compensation – Coverage A

- Statutory
- An exemption certificate from the State will be required if Offeror claims exemption from Workers Compensation Insurance

Comprehensive General Liability

- \$1,000,000 Each Occurrence
- \$1,000,000 Per Project Aggregate
- \$1,000,000 Products and Completed Operations Aggregate
- Premises Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

Comprehensive Automobile Liability (Combined Single Limit)

- \$1,000,000 Each Occurrence

Applicable Not Applicable Professional Liability Insurance - \$1,000,000 Each Occurrence

Applicable Not Applicable Pollution Liability Insurance - \$1,000,000 Each Occurrence

Applicable Not Applicable Umbrella/Excess Liability Insurance- \$1,000,000 Each Occurrence

All policies of insurance shall be rated "A" or better by the most recently published A.M. Best Rating Guide and shall be subject to SBAC approval as to form and issuing company. SBAC shall be named as an *additional insured* in the comprehensive general (including property damage) liability policy within five (5) calendar days prior to Board action on the recommended contract award. Offeror shall furnish SBAC copies of insurance certificates evidencing that it maintains at least the insurance coverage required hereunder, and which contain the following or equivalent clause: "Before any reduction, cancellation, modification or expiration of the insurance policy, thirty (30) days prior written notice thereof shall be given to SBAC." Offeror is NOT authorized to proceed with the services until all the insurance certificates have been received and accepted. Receipt of certificates or other documentation of insurance or policies or copies of policies by SBAC, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Offeror's obligation to fulfill the insurance requirements herein.

By signing this form, Offeror warrants and represents that it will provide the insurance coverage described above and acknowledges that SBAC is relying on the warranties and representations made by Offeror. If selected for contact award, Offeror shall submit the Certificate of Insurance prescribed above on Accord form 25 no later than five (5) calendar days prior to Board action on the recommended award. The Certificate of Insurance shall be sent to the Purchasing Department (By mail to: 620 East University Avenue, Gainesville Florida, 32601; by express delivery or by hand to: 1817 E. University Avenue, Gainesville, Florida 32647; by facsimile transmission to: 352.955.7486).

Company Name: _____ Date: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Inquiries regarding Offeror's insurance coverage and certificates should be addressed to:

Printed Name: _____ Title: _____

Phone #: _____ Fax #: _____

Email: _____

ATTACHMENT A

GENERAL CONDITIONS, INSTRUCTIONS TO OFFERORS – SUPPLIES/SERVICES

1. DEFINITIONS:

Request for Proposal (RFP)-a formal request to prospective vendors soliciting written Proposals, which contains a description of the commodities and/or services required, all contractual terms and conditions, and sets forth the basis for selecting the successful vendor, price and other factors herein considered.

Proposal-an offer submitted by a prospective vendor in response to a request for Proposal (RFP).

Offer-a response to an RFP that, if accepted, would bind the vendor making the offer to perform the resulting Contract.

Offeror- an individual, company, association, joint venture, partnership, syndicate, corporation, or group that submits a Proposal in response to an RFP.

Responsible Offeror-an Offeror who has the capability in all respects to perform fully the RFP requirements, and the experience, integrity, reliability, capacity, facilities, equipment, personnel, and credit that will assure good faith performance.

Contract--The submission of a Proposal constitutes an Offer by the Offeror. Upon acceptance by School Board of Alachua County ("SBAC"), the Purchasing Department will issue a purchase order(s) for supplies, equipment, and/or services pursuant to the RFP. The Offeror's Offer, the RFP document, and the corresponding purchase order(s) constitute the complete agreement between the successful Offeror and SBAC. Unless otherwise stipulated in the RFP documents, no other contract documents shall be issued or accepted.

2. **ORDER OF PRECEDENCE:** In the event of any inconsistency between Attachment A and the other documents that together comprise this RFP, such inconsistency will be resolved by giving precedence in the following order: (a) specifications or scope of services; (b) drawings; (c) special conditions; (d) Attachment A; (e) other documents, exhibits, and attachments; (f) the Purchase Order(s).

3. **GENERAL OFFERORS INFORMATION:** Interested Offerors are advised that SBAC will not, unless specified elsewhere in the RFP document, consider Proposals that contain an escalation clause, nor may a successful Offeror seek an increase in price of the items awarded to them under this RFP.

It is understood that normal Proposal processing time will be 30 - 60 days after the Proposal opening date and that Proposal prices will be company through Proposal processing time and delivery of items awarded via Purchase Order.

SBAC reserves the right in its sole discretion to waive any irregularities or minor technicalities in Proposal, reject any or all Proposals, accept any part thereof, award to other than the low Offeror, award in the best interest of the SBAC, or cancel the RFP at its discretion.

A signed Proposal shall be considered an Offer on the part of the Offeror, which Offer shall be deemed accepted upon approval by SBAC. In the event of a default by the Offeror after such acceptance, SBAC may take such action as it deems appropriate including legal action for damages or specific performance.

The successful Offeror shall give first priority to SBAC in the event of a hurricane, flood, or other natural disaster, or any event identified as an emergency by SBAC. **PROPOSAL OPENING:** Shall be public at the time and date specified elsewhere in this RFP. It is the Offeror's responsibility to ensure that the Proposal is delivered at the proper time and place.

Proposals received after the date and time specified in the RFP will be rejected and returned to the Offeror unopened. Proposals received by telephone, telegraph or facsimile transmission will be rejected by SBAC and not considered for contract award.

4. **AWARD:** SBAC will award a Contract to the Responsible Offeror, whose Proposal is most advantageous to SBAC, price and other factors herein considered.

SBAC reserves the right to make award(s) on an individual, multiple, lump sum or low total basis. See also Item 61 below.

5. **WORK CONDITIONS/RFP EXAMINATION:** Offerors shall become familiar with any work conditions that may, in any manner, affect the work to be performed the Contract and shall thoroughly examine and be familiar with the RFP requirements. The failure or omission of any Offeror to become familiar with local work conditions or to examine the RFP shall in no way relieve it of its obligations with respect to the RFP or the subsequent Contract.

6. **SILENCE OF THE SPECIFICATIONS:** The apparent silence of the RFP special conditions or specifications as to any detail, or the omission from the special conditions or specifications of a detailed description, concerning any point shall be construed as meaning that only the best commercial practices are to prevail and that only materials of the highest quality and correct type, size, and design are to be used. All interpretations of the special conditions and specifications shall be made on the basis of this statement.

7. **ADDITIONAL TERMS AND CONDITIONS:** No additional terms and conditions included with any Proposal shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP, whether submitted purposefully through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists, warranties, or shipping documents. It is understood and agreed that only the terms, conditions, and specifications appearing in this RFP are applicable and in full force and effect. The Offeror's authorized signature appearing elsewhere in the RFP attests to this.

8. **MANUFACTURER'S NAME AND "OR EQUAL" PRODUCTS:** Unless expressly stated otherwise in the RFP, manufacturer's names, trade names, brand names, and catalog numbers listed in the specifications or special conditions are for the purpose of establishing minimum acceptable levels of quality required by SBAC, and are not intended to limit competition. Unless expressly stated otherwise in the RFP, Offerors may offer any "or equal" product that meets or exceeds the specifications for any items contained herein. For "or equal" offers, Offerors shall indicate on the Form of Proposal the manufacturer's name and product number proposed. Offerors shall submit with their Proposal detailed information (cut sheets, product literature, diagrams, drawings, specifications, etc.) sufficient to allow SBAC to determine whether in fact the proposed "or equal" product(s) meets or exceeds SBAC's minimum requirements, as reflected in the specifications. It is the Offeror's responsibility to submit proof that the proposed "or equal" product does in fact meet or exceed the specifications.

This responsibility does not rest with SBAC. SBAC reserves the right in its sole discretion to determine whether or not the proposed "or equal" product(s) complies or does not comply with the minimum specification requirements. Proposals that do not meet or exceed the requirements of the specifications will be deemed non-responsive and will not be further considered for award.

If an Offeror fails to note the manufacturer and model number on the Form of Proposal, it will be assumed that it is bidding on the specified product(s). SBAC reserves the right to request from Offerors separate manufacturer certification of all statements made in the Proposal.

9. FORM: Proposals must be typed or printed in ink on the form contained in or prescribed by the RFP and shall bear the original signature and name of the company employee authorized to execute Contracts on behalf of their company.

10. COLLUSION: The Proposal shall be made without any previous understanding, agreement, or connections with any persons, companys, or corporations making a Proposal on the same items and shall be in all respects fair and in good faith without any outside control, collusion, or fraud.

11. COMMUNICATION WITH SBAC EMPLOYEES: Prior to the RFP due date and during evaluation of Proposals by SBAC, communication with SBAC employees other than the Purchasing Agent regarding the RFP and the contents therein is prohibited, and shall constitute good cause for disqualifying an Offeror. The Purchasing Department shall issue any material instructions, interpretations, or directions regarding the RFP in writing.

12. CONFLICT OF INTEREST: Contract award is subject to the provisions of 112, F.S. Offerors must disclose with their Proposal the name of any officer, director, or agent who is also an employee of SBAC. Further, all Offerors must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the Bidder's company or any of its branches.

13. LOBBYING: OFFERORS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY SBAC PERSONNEL OR BOARD MEMBERS REGARDING THIS RFP. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED TO AND PROCESSED BY THE PURCHASING DEPARTMENT.

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY OR ON BEHALF OF ANY BIDDER INTENDED TO DIRECTLY OR INDIRECTLY INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR SBAC PERSONNEL AFTER RFP ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY OFFEROR WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES.

VIOLATION OF THIS PARAGRAPH WILL RESULT IN DISQUALIFICATION OF THE OFFEROR.

14. INTERPRETATION OF DOCUMENTS AND ADDENDA: No interpretation of the meaning of the RFP, and no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Offeror orally. To be enforceable, all requests for interpretation, correction, or clarification of the RFP shall be made by Offerors no later than 72 hours (weekends, holidays not included) prior to the RFP due date and time. All such requests must be in writing and received by SBAC Purchasing Department no later than 72 hours (weekends, holidays not included) prior to the RFP due date. Following review of such requests by the Purchasing Department, any necessary interpretations and supplemental instructions will be in the form of written Addenda to the RFP. Only the interpretation or correction so given by the Purchasing Agent or his authorized designee, in writing, shall be binding and Offerors are advised that no other source is authorized to give information concerning, or to explain or interpret the RFP. Offerors should address any questions regarding this RFP to SBAC Purchasing Department, at A/C 352-955-7582.

It is the responsibility of the Offeror to frequently check the SBAC Purchasing website at www.sbac.edu/~purchase/bidop.htm to ascertain if any addenda have been posted, to obtain all such addenda, and to return or acknowledge all addenda as required by the RFP documents.

15. LINE ITEM PROPOSAL CORRECTIONS: The use of correction fluid or erasures to correct line item Proposal or prices and/or quantities is not acceptable. Corrections must be made by striking through the incorrect information, writing the correct information next to the strikeout, and initially all changes. Correction fluid or erasure corrected Proposals will be considered non-responsive for the corrected items only.

16. OFFEROR'S ERRORS: Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern.

17. PROPOSAL WITHDRAWAL, CORRECTION: Prior to the date and time of the public Proposal opening specified in the RFP, Offerors may withdraw or correct Proposals. No withdrawal or correction will be permitted after the RFP opening date and time.

A request for Proposal withdrawal must be in writing, addressed to SBAC Purchasing Agent, and containing the legally binding signature of the Offeror desiring to withdraw the Proposal. A verbal request to withdraw a Proposal will not be accepted. A Proposal request must be received in sufficient time for the Purchasing Department to effect the withdrawal.

A potential Offeror desiring to correct or amend its Proposal must do so by replacing the sealed Proposal package currently in the Purchasing Department's possession with a new Proposal package, which must meet the requirements of the RFP and be properly sealed and identified in order to be considered for award. An amended or corrected Proposal package must be accompanied by a letter requesting that it be substituted for the Proposal currently in the possession of the Purchasing Department, must be addressed to SBAC Purchasing Agent, and contain the legally binding signature of the Offeror desiring to correct or amend its Proposal. Such a request must be received in sufficient time for the substitution to be made.

18. ONE PRICE ONLY: Unless permitted by the RFP, Offerors shall submit only one quote for each product or service listed in the RFP. If multiple prices are proposed for any single product or service, the Proposal will be rejected for that item only.

19. ALTERNATE PROPOSAL: shall be clearly identified as such on the outside of the Proposal package by using the term "ALTERNATE PROPOSAL" (see page two for additional packaging instructions). If an Alternate Proposal is accepted, SBAC will cancel the current procurement and develop a new RFP using as the basis for its specifications the product and/or services contained in the Alternate Proposal. Sole source Alternate Proposals will typically not be considered by SBAC.

20. BUDGETARY LIMITATIONS: SBAC reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

21. QUANTITY ESTIMATES: Quantities shown are estimated amounts only and are presented to assist Offerors in the development of their Proposals. Actual quantities of purchase may be more or less than the amounts shown. Unless specifically addressed and authorized elsewhere in the RFP, minimum cost or quantity order requirements are not allowed. Proposals received that have minimum order or cost requirements will be considered non-responsive for the qualified item or lot only, and shall be considered for award for any other items proposed that are responsive in accordance with the requirements of the RFP.

22. SAMPLES: If required, samples submitted by the Offeror, unless elsewhere indicated in this RFP, shall become the property of SBAC. Samples shall be provided at no cost to the SBAC.

Samples must be sealed in a closed envelope, box, or other packaging in such a manner that the sample itself cannot be viewed until the sealed package is opened. The sealed package must be labeled with the RFP number, title, and the opening date and time. Unless otherwise specified, all samples must be submitted to the Purchasing Department.

23. **CONDITION OF PRODUCT/SERVICES:** Unless addressed elsewhere in the RFP, all specified products contained in each Proposal shall be new, the latest model manufactured, first quality, carry the manufacturer's standard warranty, and meet or exceed the specifications. Used, re-manufactured or reconditioned product, unless specifically authorized elsewhere in the RFP will not be considered. Any Offeror proposing such items will be deemed non-responsive.
- At any time subsequent to Contract award, SBAC reserves the right to have the product tested for compliance with the specifications by qualified in-house staff or a qualified independent testing laboratory. In the event the product fails the test, the successful Offeror shall replace the defective product(s) at its sole expense, and shall reimburse SBAC for all material and labor costs, if any, associated with installing the non-conforming products.
- In accordance with the RFP, Offeror shall perform all services in a thorough, efficient, and professional manner promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified and suitable personnel, equipment and materials. If all or any part of the services is found by SBAC to be defective (regardless of whether or not payment for such services has been made by SBAC to Offeror) for reasons attributable to Offeror, Offeror shall refund that portion of compensation made by SBAC for that aspect of the services found to be defective or, at the sole discretion of SBAC, shall reperform the defective services at no cost to SBAC.
24. **FAILURE TO ENFORCE PERFORMANCE:** The waiver by SBAC of any breach or the failure by SBAC to enforce at any time, or for any period of time, any of the terms and conditions of the Contract, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of the Contract and shall not be construed to be a waiver of any provision, except for the particular instance.
25. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the successful Offeror(s), purchases may be made under this Contract by other governmental agencies within the State of Florida. The same terms and conditions as stated herein shall govern such purchases.
26. **FLORIDA STATE CONTRACTS, "SNAPS" AGREEMENTS, FLORIDA DEPARTEMNT OF EDUCATION CONTRACTS; OTHER CONTRACTS:** if an Offeror currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education, to supply the products or services described in this RFP, the Offeror shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all Proposals and purchase from State contracts, SNAPS Agreements or FDOE contracts, if it is in the best interests of SBAC to do so.
- SBAC further reserves the right to utilize any other District contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative agreement, or to directly negotiate/purchase per SBAC policy and/or State Board Rule 6A-1.012(6) in lieu of any Proposal received as a result of the RFP, if it is in its best interests to do so.
27. **EVALUATION CRITERIA:** In addition to evaluation criteria that may be specified elsewhere in the RFP, unsatisfactory performance by an Offeror on previous contracts with the SBAC, or with other State or local governments, will be considered during evaluation and may be sufficient cause not to award.

28. **OFFEROR REPRESENTATIONS AND QUALIFICATIONS:** Offeror warrants and represents itself to be experienced and an expert in the furnishing of goods and/or services described in the RFP. By submitting a signed Proposal, Offeror acknowledges that SBAC is relying on the representations and warranties made by the Offeror.
29. **DISPUTE:** With respect to a protest of the specifications contained in an RFP, the notice of protest shall be filed in writing within seventy-two (72) hours after the RFP is posted on the Purchasing Department's Bid Opportunities web page, and a formal written protest shall be submitted within ten (10) calendar days after the date of filing the notice of protest, for the protest to be considered.
- Proposal tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page. Any Offeror who disputes the Contract award recommendation for any Proposal shall file a notice of protest in writing within seventy-two (72) hours of the Proposal tabulation posting and shall submit a formal written protest within ten (10) calendar days after the date of filing the notice of protest.
- The formal written protest shall state with particularity the facts and Law upon which the protest is based. Failure to file a protest within the prescribed time, in accordance with 120.57(3), F.S. and in accordance with the procedures set forth in Paragraph 31, shall constitute a waiver of proceedings under Chapter 120, F.S. After the seventy-two (72) hours and ten (10) calendar days have passed without protest, the Board will not consider any protest as being valid.
30. **PROPOSAL TABULATIONS:** Proposal tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page and will also be available for review in the Purchasing Department.
31. **NOTIFICATION OF AWARD:** Unsuccessful Offerors will not receive notification of award. Proposal tabulations with recommendations will be posted on the Purchasing Department's Bid Opportunities web page.
32. **DELIVERY:** Unless elsewhere specified, delivery shall be F.O.B. Destination SBAC, with title passing to the School Board of Alachua County upon receipt and acceptance of the goods and/or services.
- Time is of the essence. Delivery and/or service completion dates contained in the RFP, or proposed by the successful Offeror and accepted by SBAC, shall be company. The Purchasing Department must approve in writing any deviation from the contracted delivery and/or service completion dates. Failure to complete Contract within the time agreed upon or cancellation of any item(s) awarded may result in termination of the Contract and debarment of the Offeror from doing business with SBAC.
33. **TAX EXEMPTIONS:** SBAC is exempt from any taxes imposed by the State and/or Federal Government (State Sales Tax Exemption Certificate No. 85-8012621709C-5 and Federal Tax ID #59-60005000). This exemption does not apply to purchase of tangible personal property made by Offerors who use the tangible personal property in the performance of contracts for the improvements of SBAC real property as defined in F.S. 192.
34. **SAFETY STANDARDS:** At a minimum, Offeror warrants that the supplies/services provided to SBAC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered a breach of the Contract.
- Offeror will also observe and comply with all safety requirements mandated by Board policy, as well as any specific school and department practices. Failure to comply with these minimum safety requirements will be considered a breach of the Contract. Further, the Offeror may be disbarred from participating in any future purchases of goods and services made by SBAC for a period of 12 months.

35. MATERIAL SAFETY DATA SHEETS: Any items provided hereunder that contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Materials Safety Data Sheets (MSDS), in accordance with F.S. 442.106.
36. INSPECTIONS: All goods and/or services are subject to inspection after receipt at destination. Items or services that deviate from the specifications or otherwise fail to conform to the requirements of the RFP will be returned and/or re-performed at the Offeror's risk and expense.
37. FACILITY INSPECTION: SBAC reserves the right to inspect or have its representatives inspect the Offeror's facilities, including those of its subcontractors, if any, at any reasonable time.
38. OFFEROR PERSONNEL: Offeror shall have an adequate number of qualified personnel, who are thoroughly trained and experienced in accordance with industry standards and the requirements of the RFP, to provide the goods and/or services described herein.

Personnel performing services on any SBAC site shall be permanent (full or part-time) employees of the Offeror, unless written permission to use temporary employees is provided by the Purchasing Agent or their designee, who are 18 years or older and who have not been convicted of a felony or first degree misdemeanor. Any Offeror employee involved in any F.S. 435 (Employment Screening) offenses is precluded from working or continuing to work on site and shall be replaced. Failure to comply with this requirement may result in Contract termination at the sole discretion of SBAC. Lack of knowledge by Offeror will in no way relieve Offeror from its responsibilities hereunder.

Personnel performing services on any SBAC site shall adhere to SBAC rules and regulations regarding appropriate attire, prohibition of smoking, usage of proper language, prohibition of use and possession of controlled substances and alcoholic beverages, including tobacco and tobacco products, prohibition of the possession of fire arms – either on their person or in their personal or company-owned vehicle, and any other restrictions that may apply.

When accessing any SBAC site, Offeror shall notify department or school personnel and follow customary sign-in procedures. All Offeror personnel shall wear clothing identifying them as an employee of the Offeror (name/logo) and have in their possession at all times a form of picture identification (drivers license, company ID card), which shall be presented immediately upon request of SBAC personnel.

39. DELIVERY NOTICE: Unless specified elsewhere, the successful Offeror shall notify SBAC forty-eight (48) hours prior to delivery of product or services provided pursuant to the RFP to ensure availability of receiving personnel. SBAC reserves the right of refusal at delivery location if such prior notice has not been received.
40. INVOICES: Unless specified elsewhere, invoices shall be submitted in accordance with one of the following options: Hard copy, in duplicate, to SBAC at Accounts Payable Department, 620 East University Avenue, Gainesville, FL 32601, or via email to accountspayable@gm.sbac.edu. All invoices shall, at a minimum, include the following:
- ✓ RFP#;
 - ✓ Purchase Order #;
 - ✓ Description of goods and/or services, including quantities;
 - ✓ Awarded unit price(s) and extended total(s)

Payment shall be made for goods and/or services provided in accordance with the RFP, completed in full or in substantial quantity, inspected and found to be in compliance with the specifications, and properly invoiced. Payment terms are Net 30 days.

The number of days will be computed from the date of the invoice, which shall not be before the day the goods or services are received or provided. Discounts are encouraged and should be included on any invoice when available. SBAC will not process, and Offeror waives all rights to payment, invoices submitted more than 180 days after the date the goods or services were delivered or performed. Any exception to the 180-day rule must be approved in advance by the Purchasing and Finance Departments.

41. PUBLIC ENTITY CRIMES AFFIDAVIT: A person or affiliate who has been placed on the convicted list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Offeror list.
42. LICENSING/PERMITS: Prior to starting work, the successful Offeror shall have obtained any and all licenses and permits required by Federal, State, or Local Governments.
43. REGULATORY COMPLIANCE: Offeror shall comply with all applicable federal, state, county, and municipal statutes, regulations, ordinances, and rules pertaining to the furnishing of services and/or goods described in the RFP.
44. TERMINATION FOR CONVENIENCE: SBAC shall have the right to terminate any Contract resulting from this RFP, or any portion thereof, for its convenience upon ten (10) days advance written notice to the Offeror. SBAC shall compensate the Offeror for services satisfactorily rendered through the date of termination. SBAC shall not be obligated hereunder, nor likewise liable to pay the Offeror, for any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.
45. TERMINATION FOR DEFAULT: SBAC reserves the right to terminate any Contract resulting from this RFP for failure of the Offeror to adhere to the terms and conditions as specified herein, upon ten (10) days advance written notice to the Offeror. In the event of Contract termination for cause, SBAC may re-procure the supplies and/or services from any other source or sources and the defaulting Offeror shall reimburse SBAC any excess costs incurred thereby.
46. INDEPENDENT CONTRACTOR: Offeror(s) shall have the status of an independent contractor. Offeror(s) shall have no right or power to enter into any contract or commitment on SBAC's behalf. Offeror shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, agents and sub-contractors. If SBAC shall be required by law to pay any contribution, tax or penalty because of Offeror's failure to do so, Offeror shall forthwith reimburse SBAC for the entire amount so paid by it.
47. SUBCONTRACTS: The Offeror shall not delegate the performance of the services or furnishing of goods in whole or in part, nor retain any contractor to provide any of the services or goods, without first obtaining the written consent of the Purchasing Department.
48. ASSIGNMENT: Any Contract between the successful Offeror and SBAC shall not be assigned by the successful Offeror without first obtaining the written consent of the Purchasing Department. Assignment of the Contract, or any portion thereof, without such written permission shall be grounds for immediate termination.

49. **ANTI-DISCRIMINATION:** Offeror certifies that it is in compliance with the non-discrimination clause contained in Executive Order 11246, as amended by Executive Order 11375, regarding equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
50. **DISCRIMINATION:** An entity or affiliate who has been placed on the State of Florida discriminatory list may not submit a Proposal on a contract to provide goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
51. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:** Offeror shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SBAC, its elected officials, employees, and agents from and against any and all claims, actions, liabilities, losses (including economic losses), costs, including attorney's fees, arising out of any actual or alleged: (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Offeror, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or (b) violation of law, statute, ordinance, rule, regulation, or infringement of patent rights by Offeror in performance of the work described herein; or (c) liens, claims or actions made by the Offeror or any subcontractor or other party performing the work. The indemnification obligations hereunder shall not be limited to any type of damages, compensation or benefits payable by or for the Offeror or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by SBAC to enforce this agreement shall be borne by the Offeror.

Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the Offeror recognizes that and covenants that it has received consideration for indemnification provided herein.

The Offeror recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of the first invoice and other good and valuable consideration provided by SBAC in support of this indemnification in accordance with the laws of the State of Florida. This article shall survive the termination of this Contract

52. **DEFAULT:** In addition to other rights and remedies provided herein, in the event the successful Offeror should breach this Contract, SBAC reserves the right to seek all remedies in law and/or in equity. This provision shall survive termination of the Contract, including without limitation termination for convenience.
53. **COMMON CARRIER WAIVER:** In the event Offeror and its employee's will not enter onto SBAC property during the base contract term and any renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Offeror, during the base contract term and any renewal period, then Offeror may complete the Common Carrier Insurance form included herein to request an exemption from the RFP's insurance requirements described in the Insurance Certification Form.
54. **RICHARD B. RUSSELL NATIONAL SCHOOL LUNCH ACT'S BUY AMERICAN PROVISION:** To the maximum extent practicable, the School Board of Alachua County Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States.

For the purposes of this provision, "substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. Offeror certifies that each item contained in its Proposal complies with Richard B. Russell National School Lunch Act's Buy American Provision and that at least 51% of the content of each item contained in its Proposal consists of agricultural products that were grown domestically. Offeror shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Offeror shall inform SBAC of this fact and SBAC will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

55. **CONE OF SILENCE:** A Cone of Silence is in effect for this RFP as of the date of its advertisement on the SBAC Purchasing Department Web Page, which is located at www.sbac.edu/~purchase/bidop.htm. The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award.

The Cone of Silence prohibits any communication regarding this RFP between:

- A. a potential vendor, service provider, Offeror, lobbyist, or consultant and the staff of the Alachua County Public Schools, including school principals; and
- B. a potential vendor, service provider, Offeror, lobbyist, or consultant and any one or more of the School Board members or members-elect.

Unless specifically provided otherwise in the RFP, the Cone of Silence does not apply to the following:

- A. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Purchasing Department;
- B. Communications between a potential vendor, service provider, Offeror, lobbyist, or consultant and the SBAC's Staff Attorney or School Board Attorney; and
- C. Communications at duly noticed pre-bid meetings and site visits prior to bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department prior to issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the School Board acts on a written recommendation from the Purchasing Department regarding contract award; provided, however, that communications are permitted when the School Board receives public comment at the meeting when the recommendation is presented.

Violation of this article by a potential vendor, service provider, Offeror, lobbyist, or consultant may, in the discretion of SBAC, result in rejection of said Offeror, proposer, respondent and/or representative's bid, Proposal, or offer and may render any contract award to said Offeror, proposer or respondent voidable.

56. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, SBAC will give notice to successful Offeror no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to successful Offeror and all obligations of the parties to each other shall cease.

Any maintenance agreement established herein is contingent on annual appropriations by SBAC. SBAC's fiscal year begins July 1 and ends June 30. SBAC makes appropriations through its budget process that is normally concluded in the month of September.

In the event funding of this maintenance agreement is not approved for any year during its term, SBAC will give notice to successful Offeror no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

57. LIFE CYCLE COSTING: If so specified in the RFP, SBAC may elect to evaluate equipment proposed on the basis of total cost of ownership. In using life cycle costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. SBAC reserves the right to use these or other applicable criteria, in its sole opinion, that will most accurately estimate total cost of use and ownership.
58. WARRANTY OF ABILITY TO PERFORM: Offeror warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Offeror's ability to satisfy its Contract obligations. It shall be the responsibility of Offeror to notify SBAC's Purchasing Department if its ability to perform is compromised in any manner during the term of the Contract. In the event Offeror files for bankruptcy, insolvency, or receivership, SBAC may, in its sole discretion, terminate and cancel this Contract, with no penalty whatsoever, in which all rights hereunder shall immediately cease and terminate.
59. RECORDS RETENTION AND ACCESS: Offeror shall retain records associated with the goods and services purchased herein for a period of three years following final payment. Offeror shall, with reasonable notice, provide SBAC access to these records during the above retention period.
60. CONFIDENTIAL INFORMATION: Offeror recognizes and acknowledges that Offeror, its agents, employees, officers, and subcontractors may have access to certain confidential information and processes, including confidential student information, personal health information, financial records, and access to SBAC networks (hereinafter "Confidential Information"). Offeror agrees that neither it nor any agent, employee officer, or subcontractor will at any time, either during or subsequent to the term of the contract resulting from this RFP, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by SBAC in writing, any Confidential Information. In addition, following expiration of said contract, Offeror, its agents, employees, officers, and subcontractors shall either destroy or return to SBAC all Confidential Information. With 72-hours written notification, SBAC reserves the right to determine whether or not Confidential Information has been destroyed and such concompanyation may include inspecting the Offeror's facilities and equipment.
61. COMMON CARRIER WAIVER: In the event the Offeror and its employee's will not enter onto SBAC property during the base contract term or any contract renewal period and if all product or commodity deliveries are made by common carrier, and not by vehicles owned or operated by Offeror employees, during the base contract term and any contract renewal period, then the Offeror may complete the Common Carrier Insurance Waiver form included herein to request an exemption from the RFP's insurance requirements described in Item 51 above.
62. FLORIDA PREFERENCE: When applicable and pursuant to §287.084 Florida Statutes, award recommendations shall make appropriate adjustments to pricing when considering Proposals from Offerors having a principal place of business outside the State of Florida. When applicable, all Offerors must complete and include Offeror's Statement of Principal Place of Business with its Proposal. Failure to comply shall render its Proposal non-responsive and therefore not subject to contract award.

This statute may be viewed by accessing the following web site:

http://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0200-299/0287/Sections/0287.084.html.

ITEMS 63-65 APPLY ONLY TO WORK FUNDED IN WHOLE OR IN PART BY FEDERAL GRANTS. SBAC WILL INDICATE IN THE "OFFEROR ACKNOWLEDGEMENT AND ACCEPTANCE FORM" ABOVE WHICH OF THESE ITEMS APPLY TO THE WORK TO BE PERFORMED BY THE SUCCESSFUL OFFEROR(S).

63. COPELAND "ANTI-KICKBACK" ACT (34 CFR 80.36(i)(4)): All Offerors and their subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented by Department of Labor regulations, 29 CFR, Part 3. This applies to all construction and repair work >\$2,000.
64. DAVIS BACON ACT (34 CFR 80.36(I)(5)): All Offerors and their subcontractors shall comply with the Davis Bacon Act (40 U.S.C 276a to 276a-7) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000, and requires Offeror and its subcontractors to pay employees not less than the prevailing wages plus fringe benefits published in the applicable Department of Labor wage rate determination document.
65. CONTRACT WORK HOURS & SAFETY ACT (34 CFR 80.36(i)(6)): Offerors and their subcontractors shall comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations, 29 CFR, Part 5. This applies to all construction work >\$2,000 and to other work >\$2,500 that involves mechanics and laborers.

ATTACHMENT B
PROPOSAL SUBMITTAL REQUIREMENTS AND EVALUATION

1. RESPONSE FORMAT AND ORGANIZATION:

1.1 Number of Responses:

Offeror's may submit only one (01) Proposal.

1.2 Number of Proposal Copies:

Offeror shall submit one (01) original Proposal and three (03) Proposal copies in accordance with RFP instructions (page 02).

1.3 Proposal Organization and Format:

Elaborate Proposals are not necessary, nor desirable. Proposals should be concise, logically organized, and address Offeror's proposed equipment and services in light of the requirements of the RFP.

Proposals shall be typed and submitted on 8.5"x 11" paper bound securely in three-ring binders to allow for easy removal of Proposal sections. No staples, please.

Proposals shall be organized and presented in the order and by number assigned in RFP. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked.

1.4 Required Submittals:

All proposed submittals should include the following information and assurances as specified herein. Proposals which are substantially incomplete or lack key information may be rejected at the discretion of SBAC.

Tab 1	Submittal Letter
Tab 2	RFP Contract Forms – Complete and sign the following forms: <input type="checkbox"/> Offeror Acceptance and Acknowledgement (page 01) <input type="checkbox"/> Certification Regarding Debarment Form (page 03) <input type="checkbox"/> Jessica Lunsford Act Form (page 04) <input type="checkbox"/> Small/Minority Business Enterprise Form (page 05) <input type="checkbox"/> Insurance Certification Form (page 06)
Tab 3	Company Profile
Tab 4	Qualifications, Experience, and References
Tab 5	Subcontractors
Tab 6	Design Overview
Tab 7	Warranty
Tab 8	Delivery
Tab 9	Training
Tab 10	Cost
Tab 11	Variances

1.5 Definitions of Required Submittals:

Tab 1: Submittal Letter

Submit a 1-2 page letter summarizing the following:

- A. Identify the name and address of company submitting RFP Proposal;
- B. Brief synopsis of the company's understanding of RFP, and statement of willingness to provide the product/services described therein;
- C. Identify the name and title of the person(s) authorized to represent the company during the solicitation and negotiation process and contractually obligate the business for the purpose of this RFP;
- D. Identify the names, titles, and telephone numbers of persons to be contacted for clarification questions regarding the RFP specifications;
- E. Acknowledge receipt of any and all Addendums to this RFP.

The letter shall be signed by an officer of the company with signature authority.

Tab 2: RFP Forms

Complete, sign, and submit all required forms.

Tab 3: Company Profile

- A. Provide a complete profile of the company including the following:
 - Company name and address;
 - Company ownership;
 - Place (State) and date of incorporation;
 - Description/history of company;
 - Number of years that company has been in business;
 - Location(s) of corporate sales office, manufacturing center, and maintenance/repair facility;
 - Overview of the company's manufacturing center that will be providing services under any awarded contract including number of full time production personnel;
- B. Provide copy of business license of manufacturing center.

Tab 4: Qualifications, Experience, and References

- A. Provide a narrative description of the company's qualifications, demonstrated capability, expertise, and experience in accomplishing the scope of services described herein;
- B. Describe the experience of the designers, fabricators, installation specialists, and technicians that will be involved in the construction of the proposed vehicle;
- C. Describe in detail a minimum of three (03) projects completed within the past three (03) years, similar in scope of this RFP, which best illustrate the company's experience and capability in the construction and fabrication of new food trucks. Provide pictures and drawings of work performed;
- D. Provide a minimum of five (05) references that your company has provided services, similar in scope of this RFP, within the past three (03) years, including the customer name, contact person, phone number, email address, description of services, and contract value. Commercial (business/institutional) references are preferred.
- E. Provide any information or examples that will further demonstrate company's qualifications and experience.

Tab 5: Subcontractors

- A. Provide the name, address, and defined responsibilities of any subcontractors that will be utilized in the performance of contract;

Tab 6: Design Overview

- A. Summarize your company's approach and understanding of the scope of RFP, and how the company plans to address the RFP requirements. Identify and discuss any of the services, or method of approach to the services which your company believes to be either unique or outstanding, or which is recognized as giving your company a competitive edge or advantage;
- B. Provide a detailed description of base vehicle (walk-in van) including: manufacturer, model, engine size, transmission, estimated date of manufacturer, body length, etc.;
- C. Provide a description of vehicle suspension components and tires in order to provide assurance that the vehicle is designed to support the weight of equipment installed;
- D. Provide total weight of vehicle as equipped (dry weight), and with full fuel tanks and water tanks;
- E. Provide detailed floor plan and rendering of vehicle showing location, layout and dimensions of all proposed equipment;
- F. Provide an itemized list of all equipment shown on floor plan including manufacturer, model number, and other detailed specifications. When proposing "or equal" equipment, sufficient information shall be provided to demonstrate equivalence;
- G. Provide material safety data sheets (MSDS) for every component, as applicable;
- H. Provide layouts, diagrams and illustrations showing cross sections, electrical wiring, plumbing, ventilation, and gas lines of the entire vehicle;
- I. Provide information regarding construction methods and description of all equipment and materials used in the construction and outfitting of the vehicle;

Tab 7: Warranty

- A. Provide complete manufacturer/Offeror warranty information for completed food truck inclusive of base vehicle, walk-in body, fabrication, and all proposed kitchen and other equipment. This information should include:
 - Warranty coverage (materials/workmanship);
 - Warranty exclusions and limitations;
 - Length of warranties;
 - Warranty repair locations;
 - Extended warranty options;
 - Location of Offeror's nearest service facility.
- B. Provide details on how any deficiencies will be remedied upon delivery of vehicle to the District specifically relating to base vehicle, fabrication work, and kitchen equipment.

Tab 8 Delivery

- A. Provide a complete and detailed timeline for project from receipt of District's purchase order to time of delivery, set-up and training;
- B. Provide details on how the food truck will be delivered.

Tab 9 Training

- A. Provide details regarding set-up and onsite training of District staff upon delivery of food truck;

Tab 10 Cost

- A. Submit Price Proposal Form (Attachment E). Evaluation points shall be based on the "Total Cost of Vehicle";
- B. Propose and specify fees for any optional items/services not specifically delineated in RFP specifications that would benefit the District;
- C. Propose discount off list price for other accessories or add-ons;
- D. Describe any additional services provided by your firm that will add value to the contract;

Tab 11 Variances

- A. Indicate any variances from the RFP specifications, terms and conditions, regardless of how slight. Offeror taking exception to any specified items and/or services that do not fully comply with the RFP specifications shall be specific in each regard. SBAC may consider such variances as part of the overall Proposal evaluation. If no variations are stated, it shall be assumed that the Proposal fully complies with the specifications, terms and conditions of the RFP.
- B. Propose any "Additional Terms and Conditions" to RFP. SBAC reserves the right to make sole determination to accept or reject any such proposed changes. It is understood that all "additional terms and conditions" accepted by SBAC shall become part of the awarded contract.

Tab --- Financial Statements:

No financial statements are required to be submitted with Proposal. However, the District reserves the right to request and review financial statements, credit reports, and letters from your bank and suppliers prior to any award of contract.

2.0 EVALUATION CRITERIA:

The RFQ shall be evaluated using a ranking point system applied to a set of weighted evaluation criteria. A brief explanation of each evaluation criteria and the corresponding point values for each is listed below. Information in one criterion may overlap information in other criteria. Proposal documentation requirements as defined and set forth herein (Tab #1-11) are designed to provide guidance to the Offeror in providing the information necessary to perform a comprehensive evaluation of each criteria. A maximum total of 1000 points are possible in scoring each Proposal for the evaluation.

#	Description	Points
1.	<u>Offeror's Capability</u> Basis of Evaluation: The demonstrated capability of Offeror in providing new custom food trucks similar to what is specified in this RFP, taking into consideration capacity, experience, and past performance. (Tab 3-5, 8)	100
2.	<u>Design Features and Functionality</u> Basis of Evaluation: The sufficiency and completeness of the proposed plan (design, layout, products, and services) in addressing the RFP requirements, and extent to which the plan meets the needs of the District. (Tab 6-9, 11)	250
3.	<u>Materials, Equipment and Services</u> Basis of Evaluation: The quality and acceptability of proposed goods and services, their compliance with specifications, and suitability for the intended purposes. (Tab 6, 11)	250
4.	<u>Cost</u> Basis of Evaluation: Purchase price (Total Vehicle Cost). Other long term costs associated with the maintenance and operation of vehicle may be considered. (Tab 7,10,11)	400
Total Award Points		1,000

3.0 PROPOSAL EVALUATION PROCESS:

1. A Proposal Evaluation Committee (“PEC”) composed of District-level staff will screen and evaluate all Proposals submitted. One or more Purchasing Department staff will participate on the PEC in a non-voting, advisory capacity only;
2. The PEC will consider all Proposals received that comply with the RFP’s submittal requirements;
3. Each Proposal will be evaluated and ranked according to how well it addresses the criteria listed herein and the services described elsewhere in the RFP. Proposals shall be sufficiently detailed to permit a complete analysis of each Offeror’s ability to provide the specified services.
4. The PEC may recommend contract award on the basis of initial Proposals received without further clarification, discussions, or negotiations. Therefore, initial Proposals should contain the Offeror’s best terms from a price and technical standpoint.
5. The PEC may seek additional clarification from any or all Offerors as necessary to completely evaluate Proposals, including conducting phone interviews with, or requesting formal presentations by, any or all Offerors submitting Proposals. All clarifications, phone interviews, or formal presentations will be based on the Proposals received by the District.
6. The PEC will rank Proposals in descending order of preference based on the scoring matrix described herein. Award shall be made to the Offeror, whose Proposal, conforming to this RFP, is most advantageous to SBAC, price and other factors specified herein considered.
7. Invitation to Negotiate Component: The PEC may, within the confines of the RFP, negotiate further terms and conditions, including price, with the highest ranked Offeror. The PEC reserves the right to terminate negotiations at its discretion with any Offeror, to award to other than the highest ranked Offeror (assuming unsuccessful negotiations with that company), or not to make contract award.

ATTACHMENT C
SPECIAL CONDITIONS

The School Board of Alachua County (hereinafter "SBAC" or "District") is seeking prospective vendors ("Offerors") to respond to this Request for Proposal (hereinafter "RFP") to provide the specified product in accordance with the following specifications.

1. Overview

The purpose of this RFP is to select a qualified and experienced Offeror and establish a firm-fixed price contract for the purchase of one (01) customized food truck for use by Food and Nutrition Services Department (or "FNS").

FNS is responsible for managing the District's food service operations which entails providing reimbursable meals meeting USDA nutrition guidelines to students at all school cafeterias. In addition, FNS provides meals to children and their families as part of the Summer Feeding Program. SBAC currently serves a population of approximately 28,000 students, located in forty-four (44) schools and centers consisting of: seven (07) high schools; seven (07) middle schools; twenty-two (22) elementary schools; and, five (05) centers.

In brief, the successful Offeror shall be required to design, construct, fabricate, equip, and deliver a full-scale self-contained kitchen on wheels (food truck) for the preparation and serving of select meal items from a specially developed menu. In a continued effort to promote quality, healthy food options for all students in innovative ways, the FNS plans to mobilize the purchased food truck at various locations during school year where prepared meals are either sold or eaten. It is anticipated that the food truck operations shall improve meal response time for students, and ultimately increase meal participation by offering an appealing and affordable alternative to the brick and mortar cafeterias.

2. RFP Schedule

- | | |
|---------------------------|---|
| ▪ October 24, 2016..... | Issue RFP |
| ▪ November 01, 2016..... | Pre-Proposal Conference (Non-mandatory) |
| ▪ November 09, 2016 | Last Day for Receipt of Written Questions |
| ▪ November 18, 2016 | Proposal Due Date |
| ▪ January 03, 2017 | Recommendation of Award |
| ▪ January 17, 2017 | Planned Contract Award Date |

3. Pre-Proposal Conference

A non-mandatory pre-Proposal conference is scheduled for November 01, 2016, at 1:00 p.m., at Kirby-Smith Administration Center, Conference Room E, 620 East University Avenue, Gainesville, FL 32601. The purpose of the conference is to provide an opportunity for Offerors to ask questions regarding the terms, conditions, and specifications of RFP. All prospective Offerors are encouraged to attend this meeting.

4. Inquiries and Clarification of Specifications

Any requests for interpretation, correction, or clarification of the RFP document are to be submitted, in writing via postal service, hand-delivery, electronic mail, or facsimile, by no later than the close of business on the specified final day to:

School Board of Alachua County
Purchasing Department
Jeffrey Garcia/Senior Buyer
620 East University Ave., Gainesville, FL 32601
Fax: (844) 269-9018
E-Mail: garciaj@gm.sbac.edu

The issuance of written addendum is the only official method by which interpretation, clarification or additional information may be given. No verbal or written information obtained other than that contained in the RFP or by written addendum shall be binding.

5. Addenda

In the event that it becomes necessary to revise the RFP, such clarification or revision shall be by written addendum and posted on the Purchasing Department website. All addenda to the RFP shall become part of the RFP and any awarded contract. It shall be the responsibility of Offeror, prior to submission of Proposal, to check website for any issued addenda. The District shall not be responsible to email or send addenda directly to potential Offerors.

6. Award

In order to meet the needs of the Food and Nutrition Services Department (or "FNS"), and in the best interest of SBAC, award shall be made on an all-or-none basis to the responsive and responsible Offeror whose Proposal is determined to be the most advantageous to the District.

All Proposals shall be evaluated using a ranking system applied to the set of weighted evaluation criteria taking into consideration the qualifications of Offeror, including relevant expertise, experience, and capacity to perform the requirements as specified herein. The Offeror achieving the highest ranking based on total point score shall be recommended for award of contract. SBAC strongly desires to award to a highly qualified and experienced firm with a strong record of success. SBAC reserves the right to make sole and final determination to reject or accept any Proposal or part thereof that in its judgment will be in the best interest of the District. The award of contract shall be the sole discretion of the District.

7. Contract

Firm fixed price contract. Unless as otherwise permitted and expressly stated herein, price shall remain firm and unchanged. The contract shall consist of the RFP including all revisions thereof, Offeror's submitted Proposal, written results of negotiations (if any), award letter, and purchase order, collectively referred to as contract documents.

8. Contract Term

It is the intent of SBAC that this shall be a one-time purchase. The contract shall commence on the date of the purchase order and shall remain in effect until such time as delivery and acceptance of food truck by the District, and upon completion of the expressed and implied warranty period.

9. Additional Terms and Conditions

Reference Attachment A, "7. Additional Terms and Conditions": In addition... SBAC recognizes that certain terms and conditions of RFP may deviate from standard industry terms and conditions of sale. In consideration thereof, SBAC may modify the terms and conditions of RFP in response to any such identified deviations that are found to be reasonable and consistent with industry standards. However, under no circumstances shall SBAC accept the proposal of any "additional terms and conditions" that conflict with, or result in a material deviation from RFP. To be considered, Offeror shall submit any proposed changes under "Tab 11" of Proposal. SBAC reserves the right to negotiate the proposal of "additional terms and conditions" with the highest ranked Offeror, and to make sole determination to accept or reject said changes as in the best interest of the District. It is understood that any accepted changes shall become part of the awarded contract.

10. Joint Proposals

Should multiple Offerors submit a joint Proposal in response to the RFP, a single Offeror shall be identified as the Prime Offeror. The Prime Offeror shall execute all required RFP documents, the pending contract, and be responsible for contract implementation, administration and accountability. SBAC shall negotiate with Prime Offeror only. It is further understood that payment for successfully performed services shall be made to Prime Offeror. Prime Offeror shall flow-down all RFP terms, conditions, and provisions to its sub-Offerors. It is understood that there shall be no privity of contract between SBAC and any sub-Offerors.

11. Proposal Costs

SBAC shall not be liable in any manner or to any extent for any cost or expense incurred by Offeror in the preparation, submission, presentation, or any other action connected with proposing or otherwise responding to this RFP. Such exemption from liability applies whether such costs are incurred directly by the Offeror or indirectly through the Offerors' agents, employees, assigns or others, whether related or not to the Offeror.

12. Qualifications

SBAC has established minimum qualifications and, at its sole discretion, may request Offeror to provide evidence demonstrating that they have the experience and capacity to comply with the provisions of the pending contract. In order to be considered for award, each prospective Offeror shall meet the following criteria:

- A. Established Business: Offeror shall be an established company whose sole or primary business includes the design, construction, fabrication, equipping, and assembly of mobile custom food service trucks for commercial (business/institutional) accounts. Offeror shall have been continuously engaged in the specified services as the same legal entity for a minimum of five (05) consecutive years. Demonstration of past successful experience with a minimum of three (03) projects similar in size and scope of this contract shall be required (see "Tab 4"). Project experience shall be verifiable. Negative references, in the opinion of SBAC, may be cause for disqualification of Offeror.
- B. Product Line: If not manufacturer, Offeror shall be a current manufacturer authorized dealer for each proposed equipment item of food truck. By signing RFP, prospective Offeror, certifies that they are in "good standing" with each manufacturer and currently approved to represent manufacturer's equipment to the District. Verification of manufacturer's approval shall be provided upon request by District. Specific criterion as appropriate to manufacturer and products are further delineated herein;
- C. Service: Offeror shall have at time of RFP due date, adequate organization, equipment, facilities, and qualified personnel to ensure competent, prompt and efficient service in support of contract.
- D. Financial Capacity: Offeror shall be in sound financial condition and have the financing necessary to adequately maintain the organization, facilities, equipment, and personnel required in the performance of contract.

SBAC reserves the right to inspect and approve the organization, operation, equipment, and facility of Offeror prior to, and at any reasonable time after award of contract. Furthermore, SBAC reserves the right to request any evidence that it deems appropriate in the evaluation and approval process, and to make sole and final determination as to Offerors' compliance and capability in meeting the requirements of RFP. Should SBAC determine, in its opinion, that Offeror does not meet these qualification requirements or have the ability or capacity to provide the services as described herein, SBAC may reject the Proposal.

13. Service Conditions

Offeror is advised to carefully examine all RFP specifications and to become thoroughly informed regarding any and all conditions and requirements that may affect the services to be provided under the pending contract. It shall be the sole responsibility of Offeror to make such investigations and inspections as appropriate to fully understand and become familiar with the scope of services required. Failure to make such examinations shall not relieve Offeror of any obligations with respect to RFP and subsequent contract. No deviations or allowances shall be made because of the lack of knowledge of difficulties affecting the work that may not specifically be addressed in RFP.

14. Omissions from the Specifications

The apparent silence of this specification on any details, or omissions from them of a detailed description, concerning any point, shall not relieve Offeror from furnishing a complete and functionally operable custom food truck that is fit for its intended use, in accordance with industry standards and all regulatory requirements. All interpretations of this contract shall be made upon the basis of this statement.

15. Regulatory Compliance

Offeror shall comply with all current laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business including those of Federal, State, and local agencies having jurisdiction and authority. By way of example, this shall include: State Requirements for Educational Facilities (SFEF); Florida Administrative Code; Federal and State Department of Transportation (DOT); National Fire Protection Association (NFPA); Underwriter's Laboratories (UL); Occupational Safety and Health Act (OSHA), and; all applicable health, sanitation, and fire safety regulations.

It is understood that should any provisions of applicable Federal, State or local laws, ordinances and regulations be in conflict with the conditions of this contract, the laws, ordinances and regulations shall be the governing factor for performance of this contract. In addition, should there be a conflict between applicable regulations, the most stringent shall apply. Failure of Offeror to comply with any regulatory agency having jurisdiction and authority over the services described herein shall be grounds for contract termination.

16. Subcontractors

Offeror shall be the sole source of contact for the contract. If it is the intent of Offeror to subcontract any portion of this contract for any reason, Offeror shall submit the name, address, of sub-tier contractor under "Tab 5", and include a detailed description of the services or products to be provided. SBAC reserves the right to reject said sub-tier contractor based on not meeting qualification criteria, or who has previously failed in the proper performance of a similar contract, or who is not in the position to perform the specified services to the satisfaction of the District. If approved, the sub-tier contractor shall be equally responsible for meeting all specified requirements of this contract. However, it is understood that Offeror shall be held directly responsible and liable for the actions of all subcontractors and the actions of its subcontractors' employees. Nothing expressed or implied in the terms and conditions of IFB shall create or be construed as establishing any contractual relationship between SBAC and sub-tier contractor. Offeror shall use only those sub-tier contractors as identified in Proposal. Offerors' use of any sub-tier contractor that has not been approved by SBAC may be deemed as a default of contract.

17. Issue Resolution

Any dispute concerning the interpretation of specific RFP requirements including acceptable quality level shall be resolved by the Purchasing Department in consultation with FNS. A written copy of decision shall be provided to Offeror. It is agreed and understood that the decision of Department shall be final and conclusive.

18. Personnel

Reference Attachment A, "40. Bidder Personnel": The District considers the expertise, experience and training of personnel a critical element of this contract. To that end, it shall be required that Bidder employ and have available an adequate number of qualified and permanent personnel who have been sufficiently trained for proficiency in the standards, procedures, and operating requirements of their specific work responsibilities, and who are completely familiar with the practices and methods to be utilized in providing the services described herein. The District prefers that all designers, fabricators, installation specialist, and technicians that will be involved in the construction of proposed vehicle have a minimum two (02) years "hands on" experience in custom food truck construction and fabrication. It shall be the responsibility of Bidder to establish personnel qualifications and provide job-related training that would ensure that all services are performed correctly, efficiently, and securely in conformance to all regulatory requirements and standards of care as reasonably expected by District.

19. Product

Reference Attachment A, "8. Manufacturer's Name and "Or Equal" Products": In addition... Manufacturer names, trade names, brand names, and product numbers used in specifications herein are for the purpose of describing and establishing products that are consistent with type and quality desired, and currently known to meet the needs and standards of the District. However, the identification of specific brand products is not intended to limit competition. Unless otherwise expressly stated herein, the District shall allow and consider the Proposal of products from other approved manufacturers that meet or exceed the applicable RFP specifications. Bidder shall specify manufacturer name and model/code number for each proposed product under "Tab", and submit detailed information (i.e., product literature and specifications, cut sheets, diagrams, drawings, etc.) as necessary to sufficiently allow the District to properly evaluate product. Demonstration of compliance with product specifications shall be the sole responsibility of Offeror.

Offeror is urged to carefully examine and consider each listed product to ensure that any proposed "or equal" product meets or exceeds the specifications as indicated. The District may, at its sole discretion, disregard minor variations or irregularities from said specifications if the proposed "or equal" products meet or exceed the quality and performance levels of product examples, and conform to industry standards.

However, proposed products that significantly deviate, in the opinion of District, from the product examples including material composition, capacity, size, performance criteria, and other identifiable characteristics may be considered non-responsive. SBAC reserves the right to make sole and final determination as to the conformance of each proposed product to the RFP product specifications and to request manufacturer certification of all statements made by Offeror in regards thereto. Proposals that do not meet the requirements of RFP may be deemed non-responsive and shall not be further considered for award.

20. Standards

As a means of establishing the quality and anticipated performance of food service equipment desired, it shall be required that all such equipment be produced by an established, and generally known and recognized manufacturer. Manufacturer's certification shall be provided upon request attesting that proposed equipment meets or exceeds the minimum RFP specification requirements.

21. Documentation – Operation, Service, and Parts Manuals

Upon delivery of food truck, Offeror shall provide FNS one (01) copy of original manufacturer's documentation for all equipment items, as applicable, including:

- Operation, service, and parts manuals including all schematics necessary for the complete service and repair of equipment;
- Training manuals;

22. General Supervision

Offeror shall be responsible for coordinating all portions of work and delivery, and ensuring that services are being accomplished correctly and safely in conformance to established schedule. Offeror shall work jointly and cooperatively with District Representative to resolve any performance issues. The failure of District to immediately reject any unsatisfactory work or to notify Offeror of such deficiencies shall not relieve Offeror of any responsibilities specified herein.

23. Communications

Offeror shall maintain a toll-free telephone and facsimile terminal by which the District may directly and immediately communicate with a customer service representative during normal business hours (Monday – Friday) Email may also be an acceptable form of communication.

24. Technical Support

Technical and operational assistance shall be available from Offeror and/or manufacture, at no charge, on all equipment items provided under this contract.

25. Contract Management

All operational aspects of food truck shall be coordinated and managed by one (01) or more designated District staff (hereinafter "District Representative"), under the direction and authority of the Director of the Food and Nutrition Services Department.

26. Account Management

Offeror shall designate one Account Representatives with basic technical knowledge of the operations and maintenance of food trucks to assist District in all service related issues. Account Representative shall be knowledgeable and familiar with contract and shall be the liaison between the Offeror and the District on all matters pertaining thereof. Account Representative shall respond to all calls for assistance within twenty-four (24) hours of initial contract and have the ability provide consultations upon request.

27. Delivery

Proposed price shall include F.O.B. Destination, freight prepaid and included, with title of goods transferring to the District at time of receipt and inspection. It shall be required that food truck be transported and not driven to final destination point. Unless otherwise directed, the food truck shall be delivered to: Transportation Department, 1800 SE Hawthorne Road, Gainesville, FL 32601. A twenty-four (24) hour notice shall be provided to District Representative prior to delivery. SBAC reserves the right to pick-up vehicle at Offeror's manufacturing center in-lieu of delivery. In such case, Offeror shall deduct delivery charge from vehicle total cost.

28. Delivery Time

Time of delivery is an essential condition of this contract, and may be a factor in award. Delivery of food truck shall be on or before May 01, 2017. This will allow FNS time to become familiar with the vehicle's functionality well in advance of the beginning of the 2017/18 school year. The failure of Offeror to comply with the delivery time as indicated in Proposal, for any reason not acceptable to SBAC, may be deemed as a default of contract.

29. Acceptance

The products and/or services to be provided hereunder shall be delivered to SBAC in full compliance all specifications and requirements as set forth in the contract. SBAC reserves the right to reject and refuse acceptance of any product/service that, in its opinion, does not meet acceptable quality and/or performance standards, in SBAC's opinion, or does not in full or part comply with any specifications, drawings, or data. It is understood that delivery of the food truck to designated location and subsequent inspection shall constitute a "conditional" acceptance for the purpose of payment. Such cursory inspection is for the benefit of the District and shall not in any way affect its continuing rights. In conferring conditional acceptance, the District reasonably assumes that Offeror shall correct any non-conformity of equipment. Final acceptance shall be subject to food truck operating fully in the capacity of its intended use in conformance to RFP and manufacturer's specification requirements.

30. Correction

Offeror shall correct work rejected by SBAC as faulty, defective, or failing to conform to contract, whether discovered at time of inspection or at later date. Deficiencies noted shall be documented and remedy effected within three (03) business days of notification, unless additional time is required and granted by FNS. It is understood that any follow up work to correct noted defects shall be performed at no cost to the District. Should Offeror fail to correct deficiencies in an acceptable and timely manner, SBAC may, after written notice of default, (A) have the work performed by other service provider in an expeditious manner, and charge Offeror the full cost of work, or; (B) return product for replacement, or; (C) return product for full credit.

It shall be the responsibility of Offeror to promptly resolve reported complaints pursuant to the applicable terms of contract. Consistent delays or unresponsiveness in addressing and resolving documented deficiencies may be deemed as a default of contract. To insure the security of performance expected, the SBAC reserves the right to withhold payment of any monies owed Offeror who has not performing satisfactorily or failed to provide specific services in the time permitted.

31. Default

Offeror shall inform District of any problems or delays in providing the food truck as required. It is understood that non-delivery, late delivery, and/or delivery of vehicle not meeting specifications may be deemed as a default of contract. In the event that Offeror should breach contract, SBAC reserves the right to seek remedies in law and/or in equity.

32. Training

Offeror shall provide, at no additional cost, complete onsite training to FNS staff on each of the food truck's equipment components within five (05) business days of delivery of vehicle to the District. Training shall include, but not limited to, equipment operation, familiarity with controls, and inspection procedures.

33. Auditable Records

It shall be the responsibility of Offeror to maintain auditable records that can adequately support the determination of invoice prices. All records shall be kept in accordance with generally accepted accounting principles. These records shall be maintained a minimum of three (03) years from date of final payment and shall be readily available to SBAC personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

34. Invoice

Invoice shall contain sufficient information, as required, to accurately determine the extent of product/service provided and accuracy of billing. Invoices that are not properly and correctly prepared may cause delay of payment.

Invoices reflecting purchase order number, correct product information and contract pricing shall be submitted within ten (10) business days of delivery completion to: School Board of Alachua County, Attn: Accounts Payable, 620 East University Ave., Gainesville, FL 32601, or sent via email to: accountspayable@gm.sbac.edu.

35. Payment

SBAC shall authorize payment to Offeror after the food truck has been:

- Delivered;
- Inspected and found to comply with all specifications;
- Undamaged and free of defects;
- Properly invoiced.

Payments shall be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

36. Price

Offeror shall propose price for each category as listed on Attachment D, Price Proposal Form. It is the intent of SBAC that that food truck be delivered complete, in first class and ready to use operating condition. Unless as otherwise permitted and expressly stated herein, proposed pricing shall be inclusive of, but not limited to: base vehicle; all labor, materials, and equipment required to design, construct, fabricate, equip, and customized vehicle; delivery; warranties; set-up and onsite training; profit; and, any other direct and indirect costs associated with the performance of the contract. No other charges, surcharges, or fees shall be applicable to the contract.

Pricing shall be one component of the evaluation process. The submitted Proposal should contain the Offeror's best terms from a price and technical standpoint. SBAC reserves the right to negotiate final price with the highest ranked Offeror based on final design and layout of custom food truck, as approved by District.

37. Service Guarantee

All services provided by Offeror in the performance of this contract shall adhere to the customary, reasonable, and prudent standards of care as established within the industry. It is expected that the quality of services shall meet or exceed that provided to other commercial customers. Specifically, Offeror shall warrant that all workmanship conforms to contract specifications and be of the highest quality, free from faults and defects. Offeror shall have a quality control system in place at the operational level that encompasses all primary elements of the production process. All work shall be subject to inspection and approval by Offeror during each production stage. Payment in full or otherwise shall not constitute a waiver of this guarantee.

38. Warranty

The following minimum warranty coverage shall be provided which shall apply from the date that the vehicle is accepted and approved by the District as meeting all specifications.

Warranty of Vehicle: The manufacturer shall provide the standard warranty on the vehicle which is current to the industry but no less than three (03) years or 36,000 miles in duration from the point-in-time the vehicle is put into service by SBAC. A signed Warranty of Service Policy shall be provided stating that warranty coverage for vehicle shall be honored at any manufacturer's authorized dealership.

Warranty for Fabrication: Offeror shall provide a manufacturer's warranty for the construction and fabrication of the food truck including any alteration or modification of equipment.

Warranty for Equipment: Offeror shall provide the manufacturer's standard warranty on all installed kitchen and other equipment items.

ATTACHMENT D
PREFERRED SPECIFICATIONS

1. Scope of Work

Proposed custom food truck shall be designed, constructed, fabricated, and equipped in accordance with the RFP requirements and all applicable manufacturer's specifications and operational performance standards. Offeror shall be responsible for delivering a user ready, self-contained food truck that is complete, in first class operating condition, and that performs fully in the capacity of its intended use. The vehicle shall be delivered fully serviced and ready for operation.

It shall be required that the delivered food truck, including all installed equipment, be in full compliance with all Federal, State (FL), and local current laws, rules, ordinances, and codes, as applicable to the operation of vehicle, including those regulations specifically relating to public transportation, health and sanitation, electrical, and gas requirements.

2. Equipment Modifications

Any changes that are necessary to bring customized vehicle into compliance with its intended use shall be accomplished at Offeror and/or manufacturer's expense. Offeror shall not make any revisions, alterations or changes of manufacturer equipment specifications that would, devalue or otherwise significantly affect the operational performance of equipment without the expressed written consent of SBAC. All necessary equipment modifications shall be accomplished in such manner to not compromise or void any individual component manufacturer warranties. Upon delivery of vehicle, Offeror shall provide SBAC a set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during construction or installation of equipment.

3. Preferred Specifications

The design specifications incorporated herein are for the purpose of establishing minimum performance parameters for the effective, efficient and safe operation of food truck in accordance with its intended use. Any references to a particular manufacturer, brand or model are provided to set forth an acceptable level of quality, design and size. The illustrations provided in Appendix A are provided to Offeror as a guide the desired operational workflow of specific kitchen equipment.

It is understood that all parts, materials and equipment provided in the performance of contract shall be new only and most recent model available. Newly manufactured items containing used or re-built parts, newly re-manufactured, used, and/or demonstrator equipment shall not be acceptable.

Offerors are advised that the listed specifications shall be used by the Proposal Evaluation Committee in ranking the evaluation criteria, and therefore, should be carefully considered in the proposed design and cost of food truck. SBAC anticipates working the highest ranking Offeror on the final design and layout of custom food truck.

3.1 Base Vehicle

The base vehicle shall be new and contain all equipment as provided by manufacturer for the specified model which is listed as standard in the advertised and published literature for vehicle. Any components included in these specifications that are considered optional by manufacturer must be included in Proposal and shall be considered standard equipment for the purposes of Proposal. During production process, Offeror shall not remove from vehicle any standard equipment or accessory provided by manufacturer without the expressed written approval of SBAC.

The base vehicle shall be of sufficient quality and construction to adequately support the weight of all kitchen and ancillary equipment assembled within and upon the vehicle.

- A. Ford F550 Step Van, F59S Commercial Strip Chassis (*or equal*);
- B. Model Year: 2016 or newer;
- C. Dual rear wheels;
- D. Gasoline Engine - 6.8L V10;

- E. 6 Speed Automatic Transmission, as appropriate to GVW (*Allison 1000 or 2000 Series or equal*);
- F. GVW of completed food truck shall not exceed 22,000 pounds;
- G. Passenger seat, full high back;
- H. 245/70R 19.5" Tires;
- I. 19.5 Steel Wheels;
- J. Chrome Steel Covers;
- K. Fuel Tank – 40 GAL Rear Center Mount;
- L. Sliding Cab Doors;
- M. Air Conditioning (driver's area);
- N. Solid bulkhead with center opening and door;
- O. 22' length aluminum body (FSK) (*Utilimaster or equal*);
- P. Interior body height shall be in accordance with industry standards;
- Q. 36" x 74" R/V style door w/screen at rear of truck ;
- R. Backup alarm;
- S. Backup camera system with LCD Color Monitor;
- T. Alarm System;
- U. No Dealer emblems;
- V. Exterior Paint – White.

❖ **Structure, Plumbing, Electrical, Mechanical**

3.2 Structure

- A. Bright diamond plate floor, durable and easily cleanable floor;
- B. Stainless steel walls behind cooking equipment;
- C. White aluminum walls and ceiling w/powder coat finish;
- D. Insulation 1 ½" in walls and ceiling;
- E. 72" x 42" concession-style serving windows with screens;

3.3 Plumbing

- A. Water distribution – 120 volt Industrial water pump (*Shurflo Revolution 4008 series, or equal*);
- B. 3 compartment sink w/drain boards, basket strainers (10"x14"x10") (*Eagle Group 310 series, or equal*);
- C. hand wash sink w/splash guard (*Eagle Group model HSANT-FS, or equal*);
- D. On-demand LP Gas water heating system (*Marey, or equal*);
- E. All sink basins must have access to both hot and cold water;
- F. 60 gal fresh water tank;
- G. 75 gallon grey water tank w/backflow preventer;
- H. Dump valves for easy waste removal;
- I. External water hook up to easily fill water tank;
- J. Drainage in floor for power washing plumbed to grey water tank.

3.4 Electrical

- A. LED lights inside for work lighting w/wall switches;
- B. 15,000 BTU Air conditioner (no heat strip) (*Coleman Mach 8-15,000 ultra-low profile, or equal*);
- C. 110v commercial grade outlets and receptacle boxes, two (2) per breaker;
- D. Minimum of four (4) 110v outlets at countertop level – two (2) per side of truck at worktop/counter areas;
- E. 100 Amp panel box (50 Amp main service);
- F. 20 Amp receptacles;
- G. Appropriate number of breakers for each piece of installed equipment to be on own breaker.

3.5 Electrical/Gas Utility Supply

- A. Exterior-mounted 100 lbs. LP (24 ½ gallon) tank;
- B. Black steel propane lines;
- C. (½) inch flexible propane pipes to connect to listed equipment, with cutoff valves at each appliance;
- D. Diesel Generator (12,000w) w/110v shore power outlet & 25' power cord (*Cummins Onan QD 12000, or equal*);
- E. (50) Amp Automatic transfer switch to switch from shore power to generator power;
- F. Generator starter switch to turn generator on/off from inside the truck;
- G. Fuel Tank for diesel generator w/capacity to operate all equipment for up to 8 hours of continuous operation;
- H. Insulated generator compartment mounted on sliders for better access w/vented exterior access door.

❖ Kitchen and Ancillary Equipment Specifications

All kitchen and ancillary equipment shall be new, commercial grade quality, compliant with current ANSI and NSF standards, and under manufacturer or Offeror's warranty.

3.6 Standard Equipment in Kitchen Area

- A. Storage space w/doors under counters;
- B. Exhaust Ventilator (*Cook 135VI5D, or equal*);
- C. Stainless steel shelving/enclosed upper cabinetry (where space permits);
- D. Customized stainless steel counter tops w/enclosed storage space below (where space permits);
- E. Double pull out trash cans mounted on sliders under counter top.

3.7 Cooking Equipment

- A. (36") flat grill and convection oven combination (*Southbend 436A-3G, or equal*);
- B. Heated holding cabinet (*True TH-23, or equal*);
- C. (3) pan steam table, gas powered w/closed base and slider doors (*Eagle HT3CB-LP, or equal*);
- D. All Stainless Steel one piece Exhaust Ventilator canopy hood (*Eagle HES96-48, or equal*).

3.8 Refrigeration

- A. Upright 19 Cu. Ft. refrigerator unit (*True T-19, or equal*);
- B. Upright 19 Cu. Ft. freezer unit (*True T-19F, or equal*);
- C. Drink cooler (*True TD-24-7, or equal*);
- D. (36") sandwich prep table (*True TSSU-36-8, or equal*).

3.9 Media/Tech Equipment

- A. Backup Alarm (factory installed);
- B. Backup Camera System (factory installed);
- C. Front shadow box for 42" LED TV, Plexiglass front. SBAC shall furnish and install electronics. In addition to the shadow box, Offeror shall be responsible for installation of wiring and mounting accessories;
- D. Installation of wiring and mounting accessories for security system including exterior mounted cameras and digital recording device. SBAC shall furnish and install electronics. Offeror shall only be responsible for the installation work as specified;
- E. AM/FM/CD stereo - Bluetooth capabilities, auxiliary USB for easy hookup to digital music and/or video player w/external all-weather speakers;
- F. PA system w/microphone tied in to stereo system;
- G. Installation of wiring and mounting accessories for a Cradlepoint COR series integrated router with built-in GPS. SBAC shall supply and install electronics. Offeror shall only be responsible for the installation work as specified;
- H. Installation of wiring and mounting accessories for a POS system. SBAC shall furnish and install electronics. Offeror shall only be responsible for the installation work as specified.

3.10 Exterior Equipment

- A. 10"x72" stainless steel fold-down counter under selling window;
- B. Manual awning (*Carefree of Colorado, or equal*);
- C. Exterior LED lighting covering the entire service side and rear of vehicle;
- D. Fully automatic safety steps at rear of vehicle with reflective safety tape on each step;

3.11 Desired Ancillary Equipment

- A. Class K Fire Extinguisher – SBAC will provide the extinguisher. Offeror is responsible for installing mounting rack;
- B. Paper towel dispenser mounted to underside of shelving;
- C. First aid kit.

3.12 Custom Graphic Wrap (Optional)

Proposed price shall include a full graphic vinyl wrap, excluding roof, with graphics and lettering to all sides, front and back of food truck; windows must be covered with a perforated see-through vinyl in accordance with DOT regulations. The entire vehicle shall be painted white. The final graphics design shall be determined after award of contract and subject to written approval of FNS prior to installation.

- A. Design: Vector artwork file format to be provided by Offeror;
- B. Colors: Unlimited;
- C. Warranty: Standard manufacturer warranty, minimum three (3) years;
- D. Material: 3M Vinyl IJ 180 High-Performance Vehicle Wrap with 3M Scotchal Gloss Overlamine 8518, or equal.

ATTACHMENT E
RFP 17-12
PRICE PROPOSAL

OFFEROR: _____

Offeror affirms that the pricing proposed herein represents the total cost of custom food truck, in full accordance with the terms, conditions, and specifications of RFP unless otherwise expressly stated by Offeror (see "Tab 11"). The food truck shall be delivered complete, in first class and ready to use operating condition.

Pricing shall be inclusive of, but not limited to: base vehicle; all labor and materials required to design, construct, fabricate, equip and customized vehicle; delivery; warranties; set-up and onsite training; profit; and, any other direct and indirect costs associated with the performance of the contract. No other charges, surcharges, or fees shall be applicable to the contract.

Cost shall be one component of the Proposal evaluation process and ranked based on the "Total Cost of Vehicle". The proposed price should contain the Offeror's best and final offer. SBAC reserves the right to negotiate final price with the highest ranked Offeror based on final design and layout of custom food truck, as approved by District.

CUSTOM FOOD TRUCK – BASIC MINIMUM DESCRIPTION

1. STEP VAN BASE VEHICLE COST– shall be new, and include all standard equipment provided by manufacturer for the specified model as listed in the advertised and published literature for vehicle. The base vehicle shall be in accordance with all specifications as listed in "Attachment D". \$ _____

Proposed Step Van Base Vehicle:

Chassis: Mfg. _____ Year: _____ Model: _____ Mileage: _____

Body: Mfg. _____ Model: _____

2. CONVERSION COST – to include all labor, materials, and equipment to customize base vehicle in accordance with all specifications as listed in "Attachment D". \$ _____
3. DELIVERY COST – vehicle shall be transported (not driven) to final destination. \$ _____
4. MANUFACTURER EXTENDED WARRANTY – STEP VAN BASE VEHICLE \$ _____
5 year/100K mile, base care with \$0 deductible

TOTAL COST OF VEHICLE (sans fuels): \$ _____

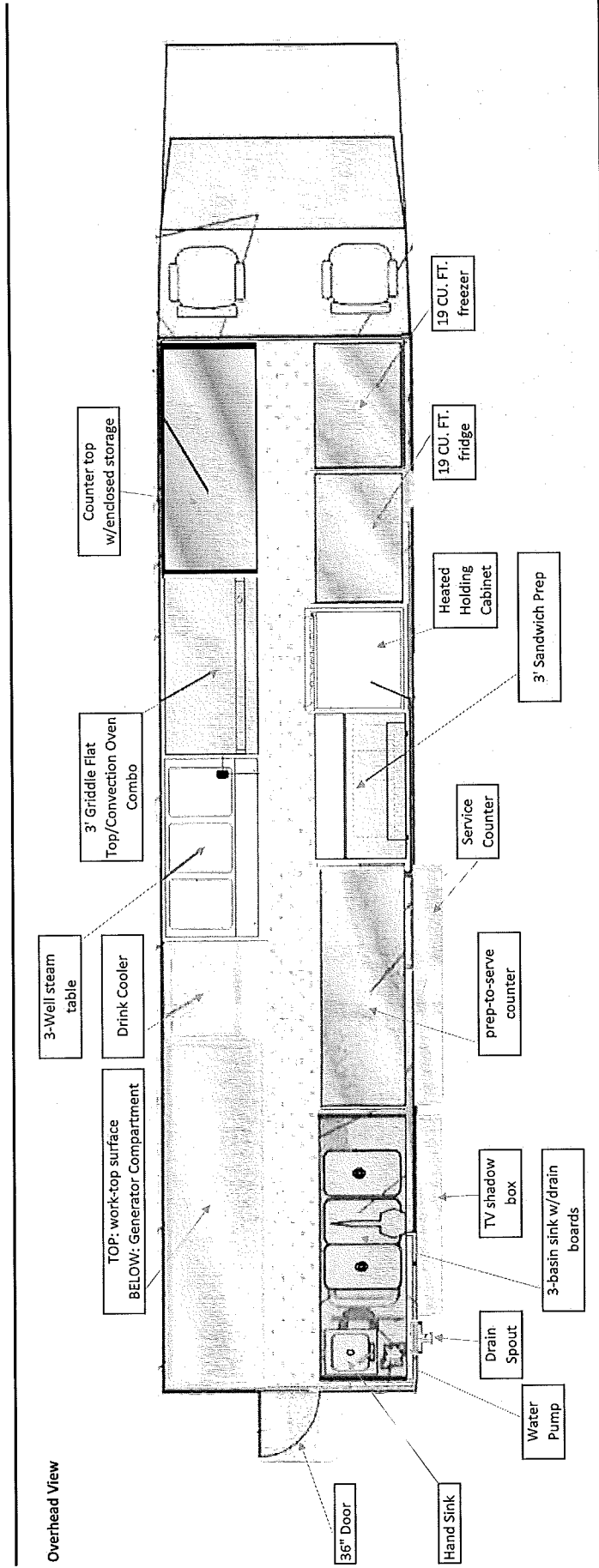
OPTIONS:

1. AIR CURTAIN ABOVE SERVING WINDOW (*Mars, or equal*) \$ _____
2. FULL CUSTOM WRAP PACKAGE \$ _____

All additional pricing information as requested under Attachment B, "Required Submittals", shall be included as a separate attachment under "Tab 10".

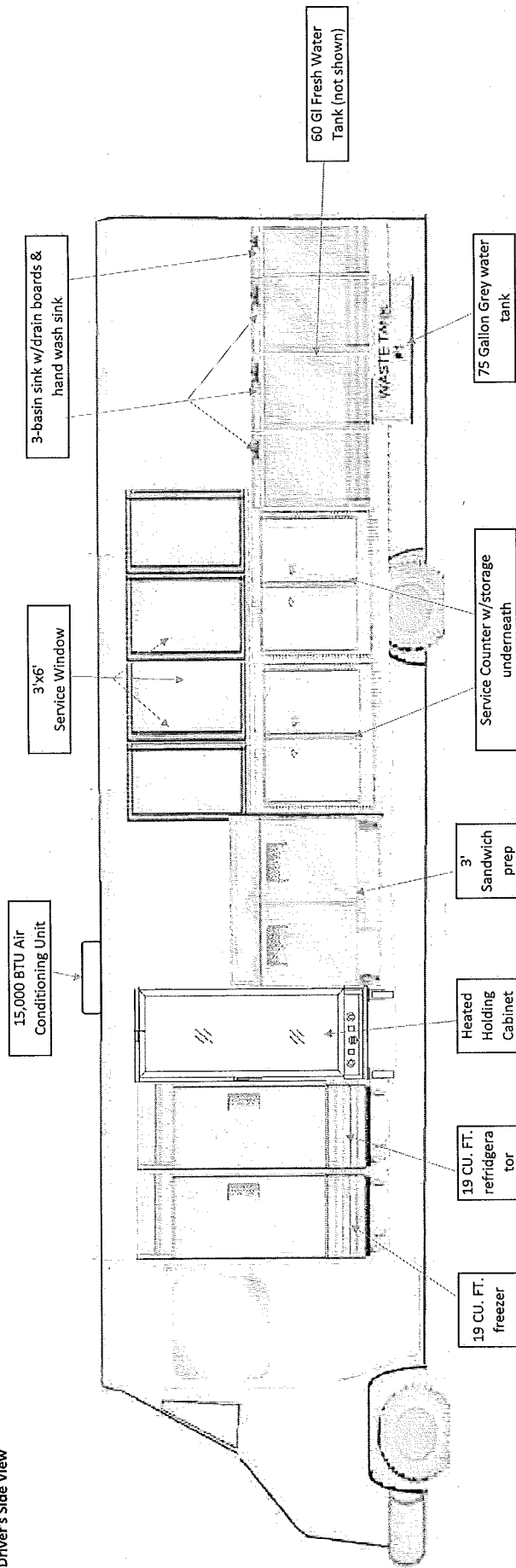
APPENDIX A

***NOTE** - The illustrations in Appendix A are provided as a guide to Offerors based on the established kitchen equipment requirements as specified in RFP, and desired operational workflow. Offerors shall use their best skill and judgment, knowledge and ability to develop a design layout that is safe, effective, and efficient in meeting the needs of the District, and compliant with any and all regulatory requirements.



***NOTE** - Location of Liquid Propane Gas tanks to be placed in accordance with applicable laws and codes of Alachua County, Florida.

Driver's Side View



Passenger's Side View

