

**County of El Dorado
Chief Administrative Office
Procurement and Contracts Division**
on behalf of the

**Chief Administrative Office
Parks and Trails Division**



**Request for Proposals (RFP)
#23-393-062**

for

Mobile Food Vendors for Various County Parks

Submittal Deadline:

June 9, 2023, not later than 3:00:00 PM (Pacific)

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*The attached Sample License Agreement is for reference only. Other terms and conditions may apply based on the types of services and funding involved.

1.0 INTRODUCTION

The County of El Dorado (hereinafter referred to as County) is located in Northern California and is bordered by Sacramento, Placer, Amador and Alpine counties in California, and Douglas County, Nevada. The two (2) incorporated cities in the County are Placerville and South Lake Tahoe. The United States (US) Census estimates that, as of 2020, the population of the County is 194,940. The largest city in the County is South Lake Tahoe, a resort city located in the Sierra Nevada Mountains, with a reported US Census 2020 population of 22,487.

The County is soliciting sealed proposals from mobile food and beverage vendors (hereinafter referred to as “Proposer”) to provide either a Mobile Food Facility (MFF) (i.e. hot dog cart, coffee cart) or a Mobile Food Preparation Unit (MFPU) (i.e. lunch wagon, food truck, full service catering truck, van, and trailer) to provide food and beverage services at County Parks currently identified as Henningsen Lotus Park and Chili Bar Put in with possibility of opening to other parks if successful. The County’s intent is to provide visitors with access to refreshments, drinks, ice cream/slushies, and lunch/snack food. The County’s goal is to provide a convenient food option during the summer months for rafters, river goers, and park visitors. A MFF and MFPU are defined as *“any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail.”*

The County anticipates awarding one (1) or more Licensing Agreements to the top-ranked Proposers resulting from this competitive process to provide the services outlined in this RFP. The successful Proposers will be responsible for services in accordance with the terms and conditions set forth in this Request for Proposal (RFP) and County’s standard form License Agreement entered into subsequently between County and the successful Proposers.

This Request for Proposal (RFP) includes a description of the evaluation and selection process, scope of work, proposal requirements, and insurance requirements.

The County of El Dorado is an equal opportunity employer (EOE). All individuals are encouraged to participate. The County will not discriminate against any individual because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or veteran status, marital status, age, gender, gender identity, gender expression, or sexual orientation.

The following schedule for this RFP process is listed below for reference purposes and is subject to change:

RFP Issuance	May 16, 2023
Deadline for Final Questions	May 26, 2023
Answers Posted on or About	June 2, 2023
Due Date for Submissions	June 9, 2023
Date Reserved for Interviews (if deemed necessary by County)	June 30, 2023

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued and posted at:

<https://pbsystem.planetbids.com/portal/48157/portal-home> (“PlanetBids”).

Any amendment to this RFP is valid only if in writing and issued by the Chief Administrative Office, Procurement and Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of the County that modify any terms or obligations of this RFP are invalid.

All interpretations or corrections, as well as any additional RFP provisions that the County may decide to include, will be made only as an official addendum that will be posted to PlanetBids and it shall be the Proposer’s responsibility to ensure they have received all addendums before submitting their proposal. Any addendum issued by the County shall become part of the RFP and shall be incorporated into the proposal.

County will not be bound by oral responses or inquires or written responses other than written addenda.

2.0 SCOPE OF WORK

2.1 General

The successful Proposer(s) will be required to enter into an agreement for services with the County substantially similar in form to that attached hereto as Attachment D – Sample License Agreement. Any reference in this RFP to specific terms of the agreement are for illustrative purposes only and shall not limit the scope of the obligations to be assumed by the successful Proposer under the agreement. In the event of any conflict between a provision of this RFP and the provisions of the agreement attached as Attachment D, the terms of the agreement shall govern.

Proposer shall provide the labor, qualified personnel, materials, and equipment to provide for the sale of food and/or beverages at various County Parks, starting with Henningsen Lotus Park and Chili Bar Put In. The County’s desired operating hours for the successful Proposer(s) would be Fridays, 4:00 p.m. – dusk, Saturdays, Sundays, and holidays 10:00 a.m. – dusk (Pacific) primarily through the months of May through October with

the option to operate outside of these months. However, the Proposer(s) is/are encouraged to provide sales as frequently as is feasible for their business.

The County is asking Proposers to include their offer of a monthly license fee or percentage of revenue with their Proposal (any monthly license fee offers shall be paid for only those months that they are operating in County park[s]).

The County does not guarantee any minimum number of scheduled dates or sales transactions. As the result Proposers are encouraged to utilize social media marketing and advertising to attract customers to visit their MFF/MFPU on scheduled days.

2.2 Proposer Requirements

- Proposer shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service.
- Proposer shall keep at all times on public display the prices, rates, and charges which may be made for the sale of goods and services.
- Proposer shall operate, serve, and dispense quality foods and beverages with adequate portions. All foods must be fresh and of the best quality at all times.
- Proposer(s) shall comply with California Public Resources Code section 42270, et seq., regarding single-use food ware accessories and condiments. Proposer shall make best efforts to provide recyclable and/or compostable serving products.
- Proposers must maintain a clean and safe environment at all times.
- Proposer's MFF/MFPU must be registered and licensed with the California Department of Motor Vehicles, must be kept clean on both the inside and out, and must be presentable and attractive (no unsightly vehicles or those with obvious body damage, fading paint/decals, general disrepair, etc.)
- Proposer's MFF/MFPU must have an approved fire extinguisher and fully stocked first aid kit while performing services on County property.
- Proposer's MFF/MFPU shall be fully self-contained and generate their own power. The County will not provide water, power, waste liquids disposal, garbage/recycling bins, or trash service.

- Proposer shall provide trash and recycling receptacles and shall be accountable and responsible for cleaning and trash removal of immediate area adjacent to the assigned location. Proposer shall leave its location on County property in as good of condition as when the Proposer arrived.
- No music or amplified sound may emit from Proposer's MFF/MFPU while performing services on County property other than as approved in advance by the County.
- Proposers must provide a non-permeable mat to control spillage.
- Proposer's signage is subject to County's advance review and approval. Proposer shall remove any signage if so directed by the County, at the Proposer's sole expense.
- The County may forbid the display and/or sale of any objectionable item(s), as determined by County at its sole discretion, at any time during the term of the resulting Agreement and the Proposer agrees to comply with the restriction. The County and the Proposer agree to first cooperatively work to settle any issues that may arise in this area.
- The following items may not be displayed or sold:
 - Alcohol and alcoholic beverages
 - Tobacco products, including cigarettes
 - Other smoking/vaping products
 - Gambling items
 - Sexually explicit materials
 - Any other items not appropriate for sale, as determined by the County at its sole discretion

2.2.1 Proposer's Employees

- Proposers and their employees providing services under the resulting Agreement(s) shall conduct themselves professionally and be courteous to each customer. Proposers and their employees must wear clean and neat appearing clothing at all times during each scheduled day that is appropriate for mobile food service.
- Proposer's employees shall not consume alcoholic beverages nor use narcotics while on duty nor be under the influence of any intoxicating liquor or other substance when providing services under the resulting Agreement(s).

- Proposer's employees shall not have in their possession firearms nor weapons of any kind while on County property.

2.3 Other Considerations

- MFF vendors must comply with the requirements set forth in Attachment A – Mobile Food Facility Pamphlet.
- MFPU vendors must comply with the requirements set forth in Attachment B – Mobile Food Preparation Units Pamphlet.
- Successful Proposers will be subject to a background vendor responsibility search conducted by the El Dorado County Sheriff's Office.
- On-site storage is not permitted and will not be authorized by County. Proposer's materials and equipment must be transported to and removed from County property at the end of business operating hours each scheduled day.
- Proposers will be allowed to use one (1) tent shade to be taken down daily at the end of business operating hours.

3.0 PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. The response documents shall be 8-1/2 inches by 11 inches in size or shall be folded to that size. Unnecessarily elaborate responses, enclosures, and specialized binding are not desired, and may be construed as an indication of Proposer's lack of cost consciousness.

All proposals shall contain the following elements, and in the order given:

- 3.1 Proposer Information and Certification:** Complete and sign Attachment C – Proposer Information and Certification Form.
- 3.2 Summary of Experience and Qualifications:** Complete and sign Attachment E – Summary of Experience and Qualifications. Please provide a brief narrative of the Proposer's qualifications, background and experience with providing services of similar type as described in this RFP. Provide sufficient information to show competence and success in providing food and beverage services via a MFF or MFPU (e.g. events that you participated in as a vendor, your food offerings and what makes it appealing

to your customers, customer feedback, customer loyalty programs, etc.). Please state whether your firm possesses all licenses, permits and approvals required by law and regulations to perform the scope of work described herein.

3.3 Required Information:

- Photocopy of a valid County Business License
- Photocopy of a valid El Dorado County Health Permit
- Sample menu/list of products to be offered with prices (indicate if cash, credit/debit cards, and/or alternative payment types will be accepted for payment)
- Two (2) photos of MFF/MFPU from different vantage points including all dimensions

3.4 References: Complete and sign Attachment F – References. Include at least three (3) business references, including client's name, contact person's first and last name with current email address and direct phone number along with a brief description of the event or service (including event/service dates). Verify that all reference information is current and accurate especially that of the contacts and contact information prior to submitting a response.

3.5 Licensing Fee: Complete and sign Attachment G – Licensing Fee. Provide a statement confirming your proposed monthly license fee or percentage of revenue and a brief narrative explaining your business plan to sustain the proposed licensing fee. Include a proposed schedule for on-site services at County Parks currently identified as Henningsen Lotus Park and Chili Bar Put In. The licensing fee shall be evaluated based on the overall compensation to the County. The proposal which offers the highest compensation to the County shall receive the maximum points listed in Section 6.0 below. All other licensing fees will receive a percentage of points based on the variance of the compensation from the highest proposal.

IMPORTANT: Firms submitting electronic proposals to the PlanetBids website must not include their Licensing Fee submittal in their main proposal. PlanetBids will allow Proposers to submit their Licensing Fee information as separate response attachments (one electronic file per response attachment). Firms that submit hard-copy responses shall follow the instructions in Section 5.2 below.

- 3.6 Exceptions:** Complete and sign Attachment H – Exceptions. List all exceptions to this RFP and related attachments, if applicable.

4.0 PROPOSER QUESTIONS

- 4.1** Questions regarding this RFP must be submitted in writing by email or U.S. mail to the Procurement and Contracts Office, or using the PlanetBids website, and must be received no later than 5:00:00 p.m. (Pacific) on **May 26, 2023**.
- 4.2** All emails must have “**RFP #23-393-062 – QUESTION**” as their subject, and all envelopes or containers must be clearly marked “**RFP #23-393-062 – QUESTION**” for convenience purposes. Emails, envelopes, and/or containers not clearly labeled may be overlooked and not responded to.
- 4.3** Questions will **not** be accepted by telephone, facsimile (fax), or orally.
- 4.4** The County reserves the right to decline a response to any question if, in County’s assessment, the information cannot be obtained and shared with all potential organizations in a timely manner.
- 4.5** A summary of the questions submitted, including responses deemed relevant and appropriate by County, will be posted to the PlanetBids website on or about **June 2, 2023**. Any addenda to this RFP is valid only if in writing and issued by the County Procurement and Contracts Division.
- 4.6** All inquiries shall be submitted by email to: matthew.mckain@edcgov.us or by U.S. Mail to:

County of El Dorado
Procurement and Contracts
330 Fair Lane
Placerville, California 95667
RFP #23-393-062 – Question

- 4.7** Proposers are cautioned that they are not to rely upon any oral statements that they may have obtained. Proposers shall direct all inquiries to the contact above and shall not contact the requesting department directly regarding any matter related to this RFP. Information provided by persons other than Procurement and Contracts staff may be invalid and responses which are submitted in accordance with such information may be declared non-responsive.

5.0 PROPOSAL SUBMITTAL INSTRUCTIONS

- 5.1** Proposers are strongly encouraged to submit their responses online to assure a complete and timely response. To respond online firms must

register with the County's online bidding system, PlanetBids, at <https://pbsystem.planetbids.com/portal/48157/portal-home>. Proposers are cautioned that the timing of their online submission is based on when the submittal is RECEIVED by PlanetBids, not when a submittal is initiated by a Proposer. Online submittal transmissions can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, etc. For these reasons, the County recommends that Proposers allow sufficient time to upload their response and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be governed by the PlanetBids' web clock, which does not allow submittals after the closing date and time. PlanetBids will send a confirmation email to the Proposer advising that their online submission (eBid) was submitted. If you do not receive a confirmation email you are advised to contact the PlanetBids Support team by phone (818-992-1771 Monday through Friday between 7 a.m. and 5 p.m. Pacific, excluding statutory U.S. holidays) or by submitting a Support Ticket (visit: <https://home.planetbids.com/support> to complete and submit the ticket form).

- 5.2** Proposers that decide to submit a hard-copy response do so at their own risk. All hard-copy proposals must include all of the same information required for online proposals. Incomplete proposals will be rejected as non-responsive. Proposers shall submit one (1) original copy and one (1) electronic copy of your proposal in PDF format on a flash/USB drive. IMPORTANT: Proposers who submit hard-copy responses must submit their Licensing Fees (refer to Section 3.5 above) in a separate, sealed envelope clearly marked "**RFP 23-393-062 – Licensing Fee**" on the outside of the envelope. All hard-copy proposals shall be submitted in a sealed envelope or container and clearly marked with the RFP number, title, and closing date and time noted on the outside of the parcel.
- 5.3** It is the sole responsibility of the Proposer to ensure that the proposal is received in the Procurement & Contracts Division prior to the RFP submittal deadline. All responses must be submitted not later than the date and time posted on PlanetBids. Hard-copy responses shall be submitted ONLY to:

County of El Dorado
Procurement and Contracts Division
330 Fair Lane
Placerville, CA 95667

- 5.4** The County shall not be responsible for proposals delivered to a person or location other than specified herein. Proposals submitted to a location other than the above will not be considered duly delivered or timely. The County shall not be responsible for rerouting proposals delivered to a person or location other than that specified above.

- 5.5** Faxed or emailed proposals will not be accepted.
- 5.6** Late proposals will not be accepted or considered.
- 5.7** All proposals, whether selected or rejected, shall become the property of the County and shall not be returned.
- 5.8** The County reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 5.9** All costs associated with proposal preparation and submission, including any interviews conducted at the sole discretion of the County, shall be borne by the Proposer.
- 5.10** County staff will open proposals following the submittal deadline. The only information that will be made available to the public after the submittal deadline has passed will be the names of the Proposers that submitted proposals. The contents of all proposals, or any other medium which discloses any aspect of the proposal, shall be held in strictest confidence until the County releases a Notice of Award or Notice of Intent to Award.
- 5.11** Any hard-copy proposal received prior to the date and time specified for receipt of proposals may be withdrawn or modified by written request of the Proposer. Requests for modification must be received in writing, and in the same number of copies as the original proposal, prior to the date and time specified above for receipt of proposals.

6.0 EVALUATION PROCESS

All proposals will be evaluated initially to determine if they are responsive to the requirements of this RFP. An evaluation panel, consisting of County staff and members selected by County staff, will review and evaluate all responsive proposals received by the submittal date as set forth in this RFP, or as amended by addenda, and the proposals will be evaluated based on the thoroughness, clarity, and quality of the material presented. The County reserves the right to request additional information and clarification of any information submitted and to allow corrections of errors or omissions.

Proposers who have the qualifications (expertise and skills) and experience (documented, successful, and relevant) necessary to meet the requirements of this RFP will be scored and ranked using the criteria and point assignments listed below. Proposers submitting the most highly ranked proposals may be invited for interviews.

	Evaluation Criteria – Written Submittals	Maximum Possible Points
A.	Experience and Qualifications of Proposer (Section 3.2)	30
B.	Sample Menu/List of Products with Prices (Section 3.3)	20
C.	MFF/MFPU Photographs and Dimensions (Section 3.3)	15
D.	References (Section 3.4)	10
E.	Licensing Fee (Section 3.5)	25
	TOTAL POSSIBLE POINTS	100

Evaluation Criteria – Interviews (if held)

If the County elects to hold interviews, the following evaluation criteria and rating points will be used to evaluate the Proposers who are invited to interview.

	Evaluation Criteria – Interviews	Maximum Possible Points
A.	Experience and Qualifications of Firm	35
B.	Experience and Qualifications of Staff	35
C.	Response to Interview Questions	10
D.	Workload Capacity and Understanding of the Scope of Work	20
	TOTAL POSSIBLE POINTS	100

7.0 SELECTION PROCEDURE

- 7.1** Proposals will be reviewed for responsiveness. A selection committee will then evaluate responsive proposals in accordance with the criteria specified in Section 6.0 above. The firm(s) submitting the highest ranked proposals may be invited for an interview. Interviews will be conducted solely at the County's option. The County reserves the right to select the most qualified firm solely on the content of the proposal. If the County chooses to conduct interviews, the Proposer's Primary Contact identified in the Proposer's Cover Letter shall represent the Proposer at the interview at a minimum. After evaluation of the interviews, the Committee will recommend the firm(s) with the highest overall value, based on evaluation ranking, for approval by the County Purchasing Agent or Board of Supervisors.

- 7.2** The County reserves the right to make an award without further discussion of the proposal with the Proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.
- 7.3** The County reserves the right to award one or more contracts to the firms or individuals who, in the sole judgment of the County, present the most favorable response to this RFP pursuant to the evaluation criteria indicated above.
- 7.4** In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 7.5** The County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. The County shall be the sole judge of the materiality of any such defect or irregularity.
- 7.6** The Procurement and Contracts Division does not mail out hard copy letters advising participating Proposers of RFP results. For RFP results, please visit the PlanetBids website at:
- <https://pbsystem.planetbids.com/portal/48157/portal-home>
- RFP results are also available at:
- <https://www.edcgov.us/Government/Contracts/Pages/Bid-Results.aspx>
- 7.7** The results of this RFP will be posted on the PlanetBids and County websites listed in Section 7.6 above at the earliest possible opportunity in accordance with County policy. The timeline for posting RFP results may vary depending on the nature and complexity of the RFP.
- 7.8** Response and selection of a proposal will not necessarily result in the award of a contract with the County. The act of opening a submittal and selecting a Proposer does not constitute awarding of a contract. Contract award is by action of the Purchasing Agent or Board of Supervisors and is not in force until fully executed.
- 7.9** Once contract negotiations are initiated, the County reserves the right to select the next ranked Proposer if for any reason a contract cannot be negotiated with the selected Proposer.

8.0 EL DORADO COUNTY WEBSITE REQUIREMENTS

It is the Proposer's responsibility to monitor the PlanetBids website for possible addenda to this RFP to inform him/herself of the most current specifications, terms, and conditions, and to submit his/her proposal in accordance with original RFP requirements and all required addenda. All available RFPs and related addenda can be found at:

<https://pbsystem.planetbids.com/portal/48157/portal-home>

Failure of Proposer to obtain this information shall not relieve him/her of the requirements contained therein. Those Proposers not acknowledging and returning Addenda as required will not be considered and will be rejected as "non-responsive."

9.0 REJECTION OF PROPOSALS

Proposers interested in being considered must submit a proposal in compliance with this RFP. Failure to meet the minimum requirements of the RFP shall be cause for rejection of the proposal. The County reserves the right to reject any or all proposals.

The County may reject a proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates.

10.0 VALID OFFER

Proposals shall remain valid for one hundred twenty (120) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFP. This RFP does not constitute a contract or an offer of employment.

11.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one (1) contract if it is in the best interest of the County.

8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFP documents or excuse the Proposer from full compliance with the contract requirements if the Proposer is awarded the contract.

12.0 CONFLICT OF INTEREST

Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Proposals shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the project defined in this RFP.

13.0 PUBLIC RECORDS ACT

Pursuant to the California Public Records Act ("CPRA"), the County may be required to produce records of this transaction, upon third party request, subject to various statutory exemptions. Please indicate what exemptions may apply to the information you submit (such as a 'proprietary information' exemption – refer to Section 3 for submittal instructions). Please note that designating information as "proprietary" does not guarantee non-disclosure.

In the event of a request for such information, the County will make best efforts to provide notice to Proposer prior to such disclosure. If Proposer contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in El Dorado County before the County's deadline for responding to the CPRA request. If Proposer fails to obtain such remedy within County's deadline for responding to the CPRA request, County may disclose the requested information. The County shall not in any way be liable or responsible for the disclosure of any such records.

Proposer further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Proposer.

14.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a

County business license unless exempt under County Code Section 5.08.070. Contact the Tax Collector's Office at 360 Fair Lane, Placerville, CA 95667, or phone (530) 621-5800, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Selected Proposers may be required to possess a County business license to award contract.

15.0 PUBLIC AGENCY

It is intended that other public agencies (i.e., city, special district, public authority, public agency, and other political subdivisions of the State of California) shall have the option to participate in any agreement created as a result of this RFP with the same terms and conditions specified therein, including pricing. The County shall incur no financial responsibility in connection with any agreement from another public agency. The public agency shall accept sole responsibility for contracting for services and making payment to the vendor.

Attachment A

As with any method of food sale, care must be taken to safely handle food products to prevent sickness or injury to the public. Any type of unpackaged food product which is handled directly or incidentally may become contaminated with disease causing organisms by contact with droplets (e.g., sneezing), hands or insects (e.g., flies). When serving unpackaged food products, it is critical that provisions be made for hand washing and protecting food and utensils from contamination.

The leading causes of food borne illness include improper hand washing, potentially hazardous foods (phf) held at improper temperatures, and food from unapproved sources. These are addressed by the division's and state's requirements to insure the consumer's food supply is as safe and sanitary as possible.

Foods allowed for sale in an unpackaged state include:

- ♦ hot dogs
- ♦ cappuccino and other coffee-based or cocoa-based beverages
- ♦ frozen ice cream bars (if individually packaged until served to a customer)
- ♦ non-potentially hazardous foods

The following is an outline of the requirements applicable to the sale of these food items from this food vehicle category:

(1) Permit

- Each food vehicle must have its own El Dorado County health permit

(2) Food Source

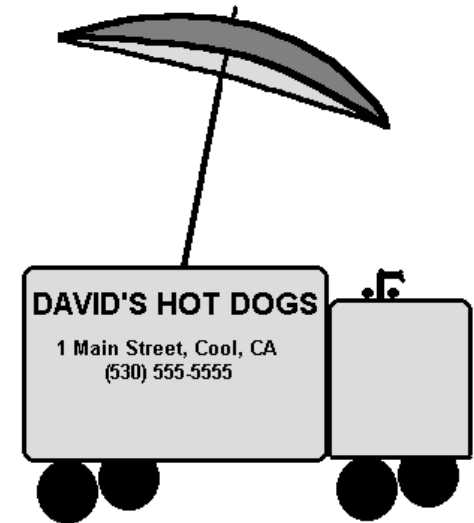
- All food shall be from an approved source. Home-prepared foods are not allowed. Food preparation activities such as cooking, slicing, etc. are not allowed on a vehicle. These type of activities must occur inside an approved food facility (i.e., commissary). Only operations directly associated with the sale and dispensing of the food product are allowed (e.g., assembly of a hot dog, scooping out popcorn, bagging product, adding condiments).

(3) Temperature Control

- Potentially hazardous food shall be kept at/or below 41 degrees F or at/or above 135 degrees F. [Note: The only phf's that may be dispensed from a vehicle in an unpackaged state are hot dogs, cappuccino (and similar products) and frozen ice cream bars (under specific conditions)].
- When potential hazardous food is to be held cold, commercial refrigeration units must be provided. Ice chests are not allowed for the storage of phf.

Mobile Food Facility

Requirements for Unpackaged Foods



El Dorado County
Dept. of Environmental Management
2850 Fairlane Court, Bldg. C
Placerville, CA 95667

(530) 621-5300
FAX (530) 642-1531
www.co.el-dorado.ca.us/emd

(4) Condiments

- Food condiments must be protected and individually prepackaged (or in approved dispensers).

(5) Cappuccino and Frozen Ice Cream Bars

- Cappuccino, espresso, etc., must be made to order and immediately served to the customer.
- Frozen ice cream bars may be served packaged if kept individually prepackaged and unpacked only for immediate serving.

(6) Operation

- During operation, all food is to be conveyed, held, stored, displayed, and served from the vehicle.
- When not in operation, all food products must be stored in an approved food establishment (e.g., restaurant, market, commissary, etc.). Exception: Leftover potentially hazardous foods held at/or above 140 degrees F must be discarded after each day.
- Food, food contact surfaces and utensils must be protected from contamination at all times. Single-service utensils must be individually wrapped or in approved dispensers.

(7) Operating Plan:

- A written operating procedure is to be developed and implemented for food handling and the cleaning and sanitizing of food contact surfaces and utensils. The Environmental Health Division is to review and approve this procedure prior to implementation. An approved copy of the approved operating plan must be kept on the vehicle during periods of operation.

(8) Commissary

- Vehicles must operate out of an approved commissary. A “commissary” means a permitted food establishment (e.g., a restaurant, market, etc.) in which food, containers, or supplies are stored or handled for use. A commissary is not a private home, church, private club, or other nonprofit or for-profit association. The commissary is to comply with all provision applicable to food establishments and be used for storage, food preparation, cleaning, etc.
- A written contract between the mobile food facility and the commissary owner shall be completed and filed with El Dorado County Environmental Health

(9) Hand Washing and Utensil Washing

- A minimum of a one-compartment metal sink for the purpose of handwashing and utensil washing is to be provided on the vehicle. The sink shall be large enough to accommodate the largest utensil washed. Handwashing soap and single-service towels in dispensers, and a reliable supply of hot (at least 120 degrees F) and cold (less than 101 degrees) water dispensed through a hands-free mixing-type faucet

NOTE: Gloves will not be considered a substitute for a proper hand washing facility.

(10) Sanitizing

- Food contact surfaces, including utensils, must be sanitized at the commissary as per Section 114097 of CRFC. This requires the use of a 3-compartment sink for a wash-rinse-sanitize method.

(11) Equipment

- All equipment (including carts) must be commercial food grade equipment complying with applicable NSF and CRFC requirements. Equipment must be constructed so as to be smooth, durable and easily cleanable. Note: Painted or varnished wood is not an acceptable construction material.
- Food compartments must completely enclose the unpackaged food products, utensils, food contact surfaces and food handling activities. The opening to the compartment is to be sized as appropriate for the food handling activity without compromising protection from contamination, and provided with tight-fitting doors, that when closed, protect interior surfaces from dust, insects, and vermin.

(12) Potable Water Tanks

- The minimum water heater capacity is ½ gallon. The sink, and single service soap and paper towels must be located as to be easily accessible and unobstructed for use by the operator.
- The potable water tank and delivery system are to be constructed of approved materials, provide protection from contamination and be of a capacity equal in size with the level of food handling activity on the vehicle. The capacity of the system must be sufficient to furnish enough hot and cold water for the following: steam table (where used), utensil washing and sanitizing, hand washing, and equipment cleaning.
- At least 5 gallons of water is to be provided exclusively for hand washing. Any water needed for other purposes is to be in addition to the 5 gallons for hand washing. The waste water tank or tanks shall have a minimum capacity that is 50% greater than the potable water tank.
- The potable water tank inlet must be provided with a connection of a size and type that will prevent its use for any other services and constructed so that backflow and other contamination of the water supply tank is prevented.
- Hoses used to fill potable water tanks are to be made of food grade materials and handled in a sanitary manner.
- Water tanks shall be filled at the commissary (an approved water source).

(13) Waste Water Tanks

- Waste tanks are to have a minimum capacity of 1.5 times the size of the potable water tank (e.g., 7.5 gallons required with a 5 gallon water tank).
- Vehicles equipped with a tank supplying product water for the preparation of a food or beverage are to provide an additional waste water tank capacity equal to at least 15 % of this water supply. Additional waste water tank capacity may be required where waste water production or spillage is likely to occur.
- Connections to a waste water tank must preclude the possibility where waste water may contaminate food, food contact surface or utensils.
- Vehicles using ice in the storage, display or service (food or beverages) must provide an additional minimum waste water holding capacity equal to one third of the volume of the ice cabinet to accommodate the ice melt.

!!! All liquid waste (e.g., ice melt, hand washing, etc.) is to be drained to the sanitary sewer at a commissary or other approved location. Such waste is not to be discharged to the ground, storm sewers or waterways!!!

(14) Identification Lettering

- The name, address, and telephone number of the business must be permanently placed on at least two sides of the vehicle. Lettering is to be legible, clearly visible, and of a color contrasting with the vehicle exterior. The name must be in letters at least 3” high with strokes of at least 3/8” width. Letters and numbers for address and telephone number are to be at least 1” high.

(15) Occupied Vehicles

- Mobile food facilities that are occupied during normal business operations shall have a clear unobstructed height over the aisle-way portion of the unit of at least 188 cm (74 inches) from floor to ceiling, and a minimum of 76 cm (30 inches) of unobstructed horizontal aisle space. (Vehicles under EDC permit before January 1, 1996, are exempt from this requirement).

(16) Gas and Electrical Equipment

- All new and replacement gas-fired appliances shall meet applicable American Gas Association standards. All new and replacement electrical appliances shall meet applicable Underwriter’s Laboratory (UL) standards.

(17) Restrooms

- Approved restroom facilities, with immediately adjacent hand washing facilities, are to be located within 200 feet of the vehicle. These facilities must be readily available for use by the operator. Hand washing facilities must be provided with a reliable supply of hot and cold water, soap and towel dispensers.

As defined in the California Retail Food Code (CRFC), a Mobile Food (Preparation Unit) means any vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail. "Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility, or other approved source to the consumer.

As with any method of food sale, care must be taken to safely handle food products to prevent sickness or injury to the public. Any type of unpackaged food product which is handled directly or incidentally may become contaminated with disease-causing organisms. When preparing and serving unpackaged food products, it is critical that provisions be made for hand washing, dishwashing, temperature control, and protecting food and utensils from contamination.

The leading causes of food borne illness include improper hand washing, potentially hazardous foods (phf) held at improper temperatures, and food from unapproved sources. These are addressed by the Division's and State's requirements to insure the consumer's food supply is as safe and sanitary as possible.

Attachment B

Inside this pamphlet you will find information on the following subjects:

- (1)Permits
- (2)Plan Review
- (3)Food Safety Certification
- (4)Food Source
- (5)Temperature Control
- (6)Operation
- (7)Commissary
- (8)Room Finishes – Construction Requirements
- (9)Hand Washing and Utensil Washing
- (10) Equipment
- (11) Potable Water Tanks
- (12) Waste Water Tanks
- (13) Identification Lettering
- (14) Occupied Vehicles
- (15) Mechanical Ventilation
- (16) Restrooms

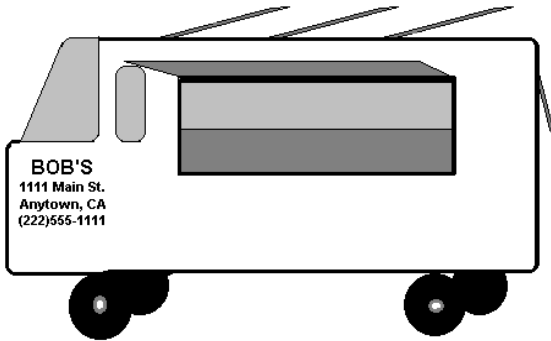
If you have any questions regarding this pamphlet, or the serving and handling of food, please contact this department.



(530) 573-3450
FAX (530) 542-3364

Mobile Food Preparation Units

Requirements for Mobile Food Preparation



Units

This pamphlet outlines the requirements of the California Retail Food Code (CRFC) regarding the preparation and sale of food

products from mobile food preparation units.

(1) Permit

- Each food vehicle must have its own El Dorado County health permit. The permit is to be on the vehicle at all times, posted in a conspicuous location.
- Prior to permit issuance, plan checks will be required.
- Each food vehicle must have certification of inspection from the California Department of Housing and Community Development.

(2) Plan Review

- A plan check will be required. The plan check shall include a detailed drawing of the vehicle's construction, equipment specifications, and a written operating procedure. The El Dorado Co. Environmental Health Division will review and approve the plans prior to permit issuance.

(3) Food Safety Certification

- Each vehicle shall have an owner or employee who has successfully passed an approved and accredited food safety certification examination.
- The food safety certification is valid for 3 years after the date of issuance, and is required to be on the vehicle at all times.

(4) Food Source

- All food shall be from an approved source. Home-prepared foods are not allowed.

(5) Temperature Control

- Potentially hazardous food shall be kept at/or below 41 degrees F or at/or above 140 degrees F.
- When potential hazardous food (phf) is to be held cold, approved commercial refrigeration units must be provided. Ice chests are not allowed for the storage of phf.
- When potentially hazardous food is to be held hot, approved commercial hot-holding units must be provided.

(6) Operation

- During operation, all food is to be conveyed, held, stored, displayed, and served from the vehicle.

- When not in operation, all food products must be stored in an approved food establishment (e.g., restaurant, market, commissary, etc.). Exception: Leftover potentially hazardous foods held at/or above 135 degrees F must be discarded after each day.

- Food, food contact surfaces, and utensils must be protected from contamination at all times. Single-service utensils must be individually wrapped or in approved dispensers.
- Food condiments must be protected and individually prepackaged (or in approved dispensers).

(7) Commissary

- Vehicles must operate out of an approved commissary. A "commissary" means a permitted food establishment (e.g., a restaurant, market, etc.) in which food, containers, or supplies are stored or handled for use. A commissary is not a private home, church, private club, or other nonprofit or for-profit association. The commissary is to comply with all provisions applicable to food establishments and be used for storage, food preparation, cleaning, etc.
- Mobile food preparation units shall report to the commissary or other approved facility at least once each operating day for cleaning and servicing operations.
- A written contract between the mobile food facility and the commissary owner shall be completed and filed with El Dorado County Environmental Health.

(8) Room Finish Construction Requirements

- Floors shall be smooth, seamless, and of an approved material, and shall have a minimum 3/8th inch coving that is integral and extends up the wall at least four (4) inches.
- Walls and ceilings shall be light-colored and easy to clean.
- Lights shall be adequate in number and be protected with a shatterproof shield.
- All window openings / pass-through windows shall be screened to prevent insect entrance.

(9) Hand Washing and Utensil Washing

- A minimum of a one-compartment metal sink for the purpose of handwashing is to be provided on the vehicle. This sink shall be separate from the utensil-washing sink. Handwashing soap and single-service towels in dispensers are required.
- A minimum of a 3-compartment sink with dual integral metal drainboards, is to be provided on the

vehicle for utensil washing. The sink compartments shall be large enough to accommodate the largest utensil washed.

- A reliable supply of hot (at least 120 degrees F) and cold (less than 101 degrees F) water shall be available at all times.

(10) Equipment

- All equipment must be commercial food grade equipment complying with applicable NSF and CRFC requirements. Equipment must be constructed so as to be smooth, durable, and easily cleanable.

(11) Potable Water Tanks

- The water heater shall have a capacity of 3 gallons, or be an instantaneous heater. It shall operate independently of the vehicle engine.
- The potable water tank and delivery system are to be constructed of approved materials, provide protection from contamination, and be of a capacity equal in size with the level of food handling activity on the vehicle (minimum 30 gallons).
- The potable water tank inlet must be provided with a connection of a size and type that will prevent its use for any other services and constructed so that backflow and other contamination of the water supply tank is prevented. The exterior hose-connection valves shall be at least five feet above the ground with an approved water connection, which is attached to the vehicle.
- Hoses used to fill potable water tanks are to be made of food grade materials and handled in a sanitary manner.
- Water tanks shall be filled at the commissary (an approved water source).

(12) Wastewater Tanks

- Waste tanks are to have a minimum capacity of 50% greater than the size of the potable water tank.
- When ice is used in the storage or display of foods or beverages, an additional minimum liquid waste tank holding capacity equal to 1/3 of the volume of the ice bin shall be provided for drainage of the ice melt.
- Connections to a wastewater tank must preclude the possibility where wastewater may contaminate potable water, food, food contact surface or utensils.

All liquid waste (e.g., ice melt, hand washing, etc.) is to be drained to the sanitary sewer at a commissary or other approved location. Such waste is not to be discharged to the ground, storm sewers, or waterways!

(13) Identification Lettering

- The name, address, and telephone number of the owner, operator, permittee, business name, or commissary must be permanently placed on at least two sides of the vehicle. Lettering is to be legible, clearly visible, and of a color contrasting with the vehicle exterior. The name must be in letters at least 3" high with strokes of at least 3/8" width. Letters and numbers for address and telephone number are to be at least 1" high.

(14) Occupied Vehicles

- Mobile food facilities that are occupied during normal business operations shall have a clear unobstructed height over the aisle-way portion of the unit of at least 188 cm (74 inches) from floor to ceiling, and a minimum of 76 cm (30 inches) of unobstructed horizontal aisle space.

(Vehicles under El Dorado County permit before January 1, 1996, are exempt from this requirement).

(15) Mechanical Exhaust Ventilation

- Mechanical exhaust ventilation equipment shall be provided over all cooking equipment as required to effectively remove cooking odors, smoke, steam, grease, and vapors, and shall be installed and maintained in accordance with the Uniform Mechanical Code. Approved grease filters or other means of grease extraction are required.

(16) Restrooms

- Approved restroom facilities, with adjacent hand washing facilities, are to be located within 200 feet of the vehicle whenever it is stopped to conduct business for more than a one-hour period.

IMPORTANT NOTE

ATTACHMENT C - PROPOSER INFORMATION AND CERTIFICATION

RFP NUMBER AND TITLE: 23-393-062 – Mobile Food Vendors for Various County Parks

1. FIRM INFORMATION

Firm Name: _____

Check One: ☐ Individual ☐ Corporation ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Joint Venture

Mailing Address: _____

Business Address: _____

Phone: _____ Email: _____

Website: _____

Year the firm was established: _____

If the firm is a sole proprietor, partnership, or LLC:

Owner(s) or Managing Member(s) of Company: _____

Firm's Primary Contact Person (First and Last Name): _____

Mailing Address: _____

Business Address: _____

Phone: _____ Email: _____

2. REQUIRED STATEMENTS

By signature and date on this page, the design-build entity acknowledges that the following required statements are true and correct:

- Public Records Act – I/We acknowledge that the submittal and its contents are not considered proprietary; OR I/We have identified the following portions of our submittal in detail that I/we wish to declare as proprietary and/or confidential and have included detailed reasons, including specific exemptions allowed by the California Public Records Act/Government Code. (Design-build entities shall list the portions and reasons on a separate document and include it with their response to this RFP. Please note that all submittals may be considered public information. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it. Therefore, design-build entities may request any portion of their submittal should be treated as proprietary and not released as public information).

- Substitution of Designated Staff – I/We assure that the designated project team, including subconsultants (if any), is used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or subconsultant(s) shall not be made without the prior written approval of the County.
- Conflict of Interest – I/We warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County in writing.
- Non-Collusion – I/We warrant that this offer is made without any previous understanding, agreement or connection with any person, firm, or corporation submitting a separate submittal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
- Debarment and Suspension Certification – Title 49, Code of Federal Regulations, Part 29 – Respondent certifies that, under penalty of perjury, except as noted, Respondent or any other person associated therewith in the capacity of owner, partner, director, officer, manager, including any proposed subconsultants:
 - is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
 - has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three (3) years;
 - does not have a proposed debarment pending; and
 - has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Any exceptions to the above are included in the Exceptions portion of our response as noted on a separate signed document, including to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining the design-build entity's responsibility. Providing false information may result in criminal prosecution or administrative sanctions. The above certifications are part of the submittal.

3. SIGNATORY REQUIREMENTS

Signatory Requirements: In order to receive consideration, this attachment must be signed (electronic signatures are acceptable) by an officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFP response. **Further, the signing and submission of this attachment shall indicate the intention of the firm to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.** Proposals shall be signed by one of the following representatives:

- If the Respondent is an **individual** doing business under a firm name, the proposal shall be signed in the name of the individual doing business under the proper firm name and style.
- If the Respondent is a **partnership**, proposal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

- If the Respondent is a **corporation**, the proposal shall have the correct corporate name thereon and the actual signature of the authorized officer or officers of the corporation noted below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer or officers.
- If the Respondent is a **limited liability company** the proposal shall be signed in the corporate name by an authorized officer or officers.
- If the Respondent is a **joint venture**, the full names and addresses of all members of the joint venture shall be stated and it shall be signed by each individual.

4. RESPONDENT REPRESENTATIONS

By signature and date on this page, the Respondent hereby certifies that the information contained in their proposal and all accompanying documents are true and correct, and by signing this document also certifies compliance with the statements contained herein.

The undersigned declares under penalty of perjury under the laws of the State of California that the proposal and its contents shall be deemed a representation and certification by the Respondent that they have investigated all aspects of the solicitation named above, that they are aware of the applicable facts pertaining to this competitive process, its procedures and requirements, and that they have read and understand this solicitation.

FIRM AUTHORIZED OFFICER

FIRM AUTHORIZED OFFICER
(additional signature if applicable)

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment D

Sample License Agreement #XXXX

THIS LICENSE AGREEMENT made and entered by and between County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and (hereinafter referred to as "Licensee"). By this Agreement, County and Licensee (collectively, the "Parties" and each a "Party) mutually agree as follows:

1.0 SERVICES

- A. County hereby grants to the Licensee and Licensee hereby agrees to accept from County this authorization for use of a portion of the premises and/or parking lot of County Parks currently identified as the Henningsen Lotus Park and Chili Bar Put in, hereafter referred to as the "Property", for the following purposes: to provide a convenient food option during the summer months for rafters, river goers, and locals visiting the park from a self-contained, temporary, mobile/portable (cart, truck or trailer) storefront.
- B. Licensee shall be authorized to proceed with use of the Property only on the dates and times provided by the Contract Administrator. Prior to a scheduled event, the Contract Administrator will provide the authorized schedule to the Licensee in a written email or other written documentation, provided that this Agreement has been fully executed as evidenced by Licensee's receipt of a copy of said executed Agreement.
- C. Any changes in the dates or times of use must be approved in advance by the Contract Administrator. Licensee's use of the Property shall in no way interfere with the use and occupancy by County.
- D. Licensee agrees to pay County _____[amount] monthly for the term of this agreement.
- E. Licensee shall ensure all parking locations are safe and accessible, do not block sidewalks, fire lanes or streets, do not interfere with traffic and are consistent with all County rules and policies.
- F. County does not guarantee any minimum number of scheduled dates or sales volumes.

2.0 TERM AND TERMINATION

- A. The Agreement shall become effective upon final execution by both parties and shall expire on _____.

- B. County reserves the right to terminate this Agreement at any time for any reason by serving written notice to Licensee. Upon receipt of such termination notice from County, Licensee shall immediately cease use of the Property.
- C. If Licensee wishes to terminate the agreement prior to a scheduled event, Licensee must provide seven (7) days written notice to County.

3.0 INSURANCE

Licensee shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Licensee maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Licensee as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. (If General Liability does not have a product liability provision, product liability insurance is required.) County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Commercial Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Licensee in performance of the Agreement.
- D. Commercial Property Liability Insurance for contents of the vehicle –amount as appropriate.
- E. Licensee shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Licensee agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Licensee agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Licensee agrees that no work or services shall be performed prior to the giving of such approval. In the event Licensee fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Licensee's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Licensee's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Licensee's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Licensee cannot provide an occurrence policy, Licensee shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.

4.0 Indemnity

To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses,

which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Licensee are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the herein.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

5.0 Independent Contractor/Liability

The parties intend that an independent contractor relationship will be created by this contract. Licensee is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Licensee exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Licensee. Those persons will be entirely and exclusively under the direction, supervision, and control of Licensee.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Licensee performs the work or services for accomplishing the results. Licensee understands and agrees that Licensee lacks the authority to bind County or incur any obligations on behalf of County.

Licensee, including any subcontractor or employees of Licensee, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Licensee shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Licensee. Licensee shall not be subject to the work schedules or vacation periods that apply to County employees.

Licensee shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Licensee provides for its employees.

Licensee acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

6.0 Notice to Parties

All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
[Department Name]
[Address]
[City, State, Zip Code]

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Administrator's Name
Administrator's Title
Administrator's Unit (if applicable)

Attn.: Michele Weimer
Procurement and Contracts
Manager

or to such other location as County directs.

Notices to Licensee shall be addressed as follows:

[Licensee Name]
[Address]
[City, State, Zip Code]

Attn.: Name, Title

or to such other location as Licensee directs.

7.0 Change of Address

In the event of a change in address for Licensee's principal place of business, Licensee's Agent for Service of Process, or Notices to Licensee, Licensee shall notify County in writing as provided in Article 6.0, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

8.0 Assignment and Delegation

Licensee is engaged by County for high quality, value based food items as well as those of its personnel. Licensee shall not subcontract, delegate, or assign food truck services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

9.0 General Provisions

- A. Licensee must have a storefront which serves food and meets County's temporary food facility, food handling, and food booth requirements.
- B. Licensee must meet all County of El Dorado Environmental Management Mobile Vendor requirements and obtain a Mobile Vendor Permit.
- C. Licensee shall comply with and/or exceed all applicable health codes and the highest standards for best practices for neatness, cleanliness and sanitation.
- D. Licensee shall fully comply with all applicable federal, state, and local laws and regulations as well as all County policies relative to Licensee's conduct on County property.
- E. Mobile food trucks/trailers must be registered and licensed with the Department of Motor Vehicles, must be clean on both the inside and out, must be presentable and attractive (no unsightly vehicles or those with obvious body damage).
- F. Licensee shall obtain and maintain all required licenses and permits for the duration of the Term of this Agreement. Licensee shall provide proof of such permits County prior to operating on County property and from time to time as requested by the County.
- G. Licensee agrees to use the designated space(s) for the sole purpose of providing for the sales of such food products as County might approve in its sole discretion.
- H. Alcoholic beverages shall NOT be sold, served or consumed on County property.
- I. An approved fire extinguisher and first aid kit must be in the truck at all times.
- J. Licensee shall use reasonable efforts to operate in a sustainable manner. Licensee shall be responsible for its own garbage/waste containers and disposal thereof. Licensee shall leave its location on County property in as good of condition as when Licensee arrived.
- K. No music or amplified sound may emit from food trucks on County property other than as approved by the County.

10.0 Administrator

The County Officer or employee with responsibility for administering this License Agreement is _____, or successor.

11.0 Changes to Agreement

This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

12.0 Authorized Signatures

The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

13.0 Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

14.0 Partial Invalidity

If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

15.0 No Third Party Beneficiaries

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

16.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

17.0 Entire Agreement

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Purchasing Agent
"County"

--LICENSEE--

By: _____

Dated: _____

Name
Title
"Licensee"

Response Document – Summary of Experience and Qualifications

Instructions: Please provide a brief narrative of the Proposer's qualifications, background and experience with providing services of similar type as described in this RFP. Provide sufficient information to show competence and success in providing food and beverage services via a MFF or MFPU (e.g. events that you participated in as a vendor, your food offerings and what makes it appealing to your customers, customer feedback, customer loyalty programs, etc.). Please state whether your Proposer possesses all licenses, permits and approvals required by law and regulations to perform the scope of work described herein.

Narrative Response:

Response Document – Summary of Experience and Qualifications

Proposer shall respond to the following certifications as part of this response document.

No.	Certification Statement	Response*
1	Proposer is presently engaged in the business of providing the services and work described in this RFP.	
2	Proposer confirms that it has the financial strength to perform and maintain the services described in this RFP.	
3	Proposer confirms that it can obtain and maintain all necessary insurance as described in this RFP.	
4	Proposer certifies that it is not currently debarred, suspended, proposed for debarment, or declared ineligible for award by any governmental entity.	
5	Proposer certifies that within the last five years they have not been convicted or had judgment rendered against them, or any employees for: fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements, or tax evasion.	
6	Proposer does not have any judgments, claims, arbitrations or suits pending or outstanding against the Proposer in which an adverse outcome would be material to the Proposer.	
7	Proposer is not (now or in the past) been involved in bankruptcy or reorganization proceedings.	
8	Proposer certifies that they do not have any (real or perceived) conflicts of interest with the County.	
9	Proposer shall charge fair, reasonable, and nondiscriminatory prices for each unit of sale or service.	
10	Proposer shall keep at all times on public display the prices, rates, and charges which may be made for the sale of goods and services.	
11	Proposer shall operate, serve, and dispense quality foods and beverages with adequate portions. All foods must be fresh and of the best quality at all times.	
12	Proposer(s) shall comply with California Public Resources Code section 42270, et seq., regarding single-use foodware accessories and condiments. Proposer shall make best efforts to provide recyclable and/or compostable serving products.	
13	Proposers must maintain a clean and safe environment at all times.	
14	Proposer's MFF/MFPU must be registered and licensed with the California Department of Motor Vehicles, must be kept clean on both the inside and out, and must be presentable and attractive (no unsightly vehicles or those with obvious body damage, fading paint/decals, general disrepair, etc.)	

15	Proposer's MFF/MFPU must have an approved fire extinguisher and fully stocked first aid kit while performing services on County property.	
16	Proposer's MFF/MFPU shall be fully self-contained and generate their own power. The County will not provide water, power, waste liquids disposal, garbage/recycling bins, or trash service.	
17	Proposer shall provide trash and recycling receptacles and shall be accountable and responsible for cleaning and trash removal of immediate area adjacent to the assigned location. Proposer shall leave its location on County property in as good of condition as when the Proposer arrived.	
18	No music or amplified sound may emit from Proposer's MFF/MFPU while performing services on County property other than as approved in advance by the County.	
19	Proposers must provide a non-permeable mat to control spillage.	

* - Proposers shall attach additional information on any subject where the Proposer responded "False" to a certification statement above. Failure to answer may negatively impact the evaluation of the Proposer's response to this RFP.

Response Document – References

Instructions: Please provide a minimum of three (3) references of related projects or services including all of the specific information requested in the fields below. Firms are cautioned to verify that all reference information is current and accurate especially that of the contacts and contact information prior to submitting their response.

Response:

No.	Client Name	Contact Name	Phone Number	Email	Description of Service/Event
1					
2					
3					
4					
5					

Additional Narrative (optional):

Response Document – Licensing Fee

Instructions: Please provide a statement confirming your proposed monthly license fee or percentage of revenue and a brief narrative explaining your business plan to sustain the proposed licensing fee. Include a proposed schedule for on-site services at Henningsen Lotus Park and Chili Bar Put In. The licensing fee shall be evaluated based on the overall compensation to the County. The proposal which offers the highest compensation to the County shall receive the maximum points listed in Section 6.0 of the RFP. All other licensing fees will receive a percentage of points based on the variance of the compensation from the highest proposal.

Response:

Response Document – Exceptions

Instructions: List all exceptions to this RFP and related attachments, if applicable.

Response: