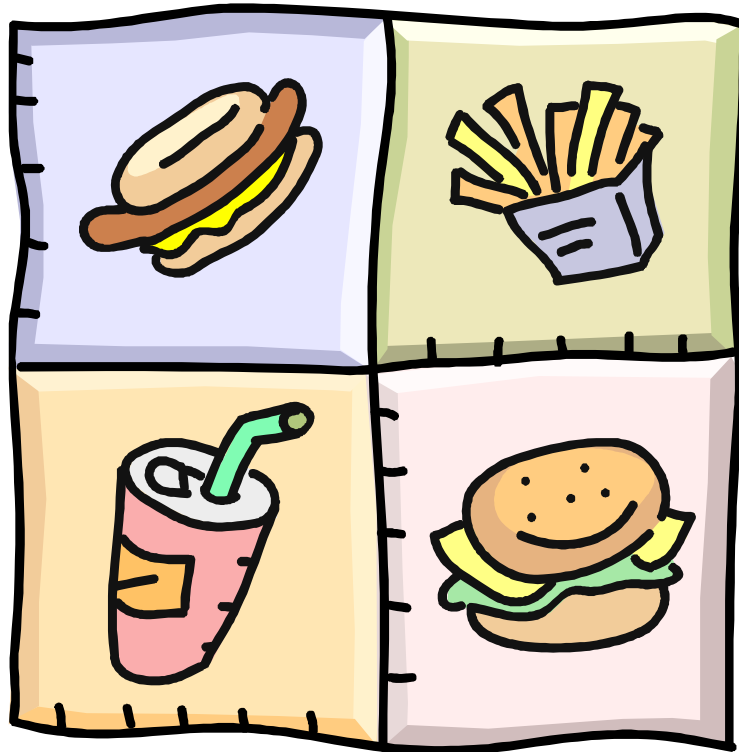


# CATERING TRUCK SERVICES LICENSE PROPOSAL PACKAGE



**April 2009**



300 N. FLOWER STREET, SANTA ANA, CA 92703

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# I. INSTRUCTIONS TO PROPOSERS



## I. INSTRUCTIONS TO PROPOSERS

**LICENSE: CATERING TRUCK SERVICES**

**LOCATIONS: SOCIAL SERVICES AGENCY (SSA):**

- **SSA ANAHEIM REGIONAL CENTER**
  - **SSA COLUMBIA FACILITY – ALISO VIEJO**
  - **SSA SANTA ANA REGIONAL CENTER**
- OTHER LOCATIONS TO BE DETERMINED**

### A. INTRODUCTION

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Orange County Public Works (OCPW) (hereinafter referred to as “County”) is soliciting Proposals from qualified firms or individuals (herein referred to as “Proposers”) for a license(s) to operate a catering truck(s) at various County-occupied locations. The awarded license (herein referred to as “License”) will have a fixed monthly license fee. The selected Proposer (hereinafter referred to as “Licensee”) will execute a five-year License for each location. Proposers must meet the minimum qualifications and requirements set forth herein.

Please read the following *Instructions to Proposers* carefully, and check your proposal package immediately upon receipt, to insure that you have all the necessary documents in your possession.

### B. REPRESENTATIONS

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1. The County will not be bound by any representations that are not stated in the *Request for Proposals* (RFP), minutes of the pre-proposal conference, and the final agreement.

The County will not be responsible for any oral instructions or clarifications of the RFP documents or the proposal procedure. If you find a discrepancy in, or omission from these documents, or if you are in doubt about their meaning or about the RFP procedure, notify the person listed below in writing at the street or e-mail addresses that follow in the section entitled “Additional Information.”

2. The Proposer is responsible for making all necessary investigations and examinations of documents, operations and premises affecting performance. Failure to do so will not act to relieve any condition of the license agreement or the documents listed in the *Proposer’s Checklist*, below.
3. Any reasonable inquiry to determine the responsibility of a Proposer may be conducted. The submittal of a Proposal is permission by the Proposer for the County to verify all information contained therein. If the County believes it necessary, additional information may be requested from the Proposer. Failure to follow any such request may disqualify a Proposer from further consideration.

4. The Proposer may withdraw its proposal prior to the date and time that is stated herein as the deadline for opening of proposals, upon written request for same to the Division Manager of OCPW/OC Facilities/Real Estate and Asset Management (OCPW Division Manager). All proposals shall be firm offers and may not be withdrawn subsequent to the time stated for opening of proposals.
5. The County may extend the deadline for opening proposals for a period not to exceed ninety (90) days.
6. All proposal documents and supplementary material or information shall become the property of the County. All costs associated with the preparation and submittal of any proposal shall be borne entirely by the Proposer.

### **C. CHECKLIST**

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**Proposals must be submitted on County proposal forms and must include:**

- 1. Section II – Proposal
  - a. Insert name as specified on page 1;
  - b. Insert proposal information specified on pages 2-4; and
  - c. Sign on page 6.
- 2. Section III – Proposer’s Questionnaire (complete as instructed)
- 3. Section IV – Model License

ALSO:

The Proposal must be submitted in a sealed envelope and the following must be **PROMINENTLY** marked on the outside of the envelope:

**“SEALED PROPOSAL for Catering Truck Services”**

### **ADDITIONAL INFORMATION:**

For further information please contact:

OCPW/Corporate Real Estate  
300 N. Flower Street, Suite 646  
Santa Ana, CA 92703  
Attn: John Beck  
Telephone: (714) 834-7569  
FAX: (714) 834-7522  
Email address: [John.Beck@ocpw.ocgov.com](mailto:John.Beck@ocpw.ocgov.com)

## D. PROPOSAL PROCEDURE SUMMARY

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### 1. Proposal Submittal:

Four (4) full sets (one original and three copies) of your written Proposal must be delivered no later than **4:00 p.m.** on the Proposal Due Date listed in Section 1. F. (Schedule of Events), to:

OCPW/Corporate Real Estate  
300 N. Flower Street, Suite 646  
Santa Ana, CA 92703

### 2. Selection Process:

The County reserves the right to act as sole judge of the content of the proposals submitted for County's evaluation and selection.

### 3. Evaluation:

a. Evaluation Criteria: All proposals will be reviewed by an Evaluation Committee. The following items will be considered in the evaluation of proposals:

- (i) Monthly License Fee per Month
- (ii) Management Experience, Financial Background and References
- (iii) Overall Quality of Proposed Services

b. Disqualification of Proposer: Although not intended to be an exhaustive list of causes for disqualification, any one of the following, may be considered sufficient for the disqualification of a Proposer and the rejection of the Proposal:

- (i) Evidence of collusion among proposers;
- (ii) Incomplete submittal of Proposer's Questionnaire or requested information;
- (iii) Lack of business skills or financial resources necessary to operate the business successfully, as revealed by either financial statements or experience;
- (iv) Lack of responsibility as shown by past work, references, or other factors;
- (v) Default or termination of other contracts or agreements;
- (vi) Omission, inaccuracy, misstatement, or failure to file the questionnaire with the proposal;
- (vii) Other causes, as the County believes appropriate, at the County's sole and absolute discretion.

### 4. Award of License:

The OCPW Division Manager shall award the Licenses to the successful Proposer(s) and select alternates or reject all proposals.

5. Submitting Proposals:

Prior to being submitted, the Proposer's name and contact information must be inserted on Section II, Page 1 of the Proposal form, and the Proposer must also complete Section II, Pages 2-4 of the Proposal form.

The phrasing or wording of the Proposal form and Model License must not be changed in any respect, nor additions or deletions made therein.

Any conditions, limitations, or provisions attached to or inserted into the Proposal form and/or Model License shall render the Proposal non-responsive and shall be cause for its rejection.

6. Initial License Fee and Insurance Requirements:

Upon execution of the License by the County, the selected Proposer shall deliver to OCPW/OC Facilities/Corporate Real Estate, within five (5) business days, the first month's License Fee and appropriate insurance certificate. The License will commence on the first day of the first full month following execution by the County.

7. Proposer's Questionnaire: Section III

Each proposal must be accompanied by a completed Proposer's Questionnaire that describes the Proposer's experience in the operation of a catering truck related business. All information requested in the questionnaire must be furnished by the Proposer. Statements must be complete, accurate, verifiable, and in the form requested. Omission, inaccuracy, misstatement or failure to file the questionnaire with the proposal shall be cause for rejecting the proposal.

Please notify your bank and business references, in writing, that the County of Orange, OCPW/OC Facilities/Corporate Real Estate may be contacting them concerning references furnished with your proposal. Please inform your references, in writing, that you are granting them your permission to release such information.

8. Child Support Enforcement, Contract Terms and Conditions:

In order to comply with child support enforcement requirements of the County of Orange the following must be submitted after selection by the County:

- a. In the case of an individual contractor, his/her name, date of birth, last four digits of the Social Security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, last four digits of the Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;
- c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

- d. A certification that the contractor has fully complied withal lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

“I certify that (Company Name or Legal Entity) is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to be in compliance throughout the term of the contract for a Catering Truck License with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the contract without cost to the County.”

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

**THE COUNTY’S STANDARD CHILD SUPPORT ENFORCEMENT FORM IS LOCATED IN THE PROPOSER’S QUESTIONNAIRE AND MUST BE COMPLETED AND SUBMITTED AFTER SELECTION BY COUNTY.**

Failure of the selected Proposer to submit the data and/or certifications required above may result in the proposal being deemed non-responsive and the Proposer may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments shall constitute a material breach of the contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the contract.

9. Qualified and Responsible Proposer:

The License, if awarded, shall be awarded to the responsible and qualified Proposer who proposes the highest monthly license fee for the License and who meets all requirements of the County and is the highest rated in regards to the Evaluation Criteria described in Section I, D.3.,a. Responsibility and qualification are to be determined from the information furnished by the Proposer in the Proposer’s Questionnaire as well as from other sources determined to be valid by the County. Award of the License will not be made until such investigations are made regarding the experience and financial responsibility of the Proposer. Each proposer agrees to permit such investigation by submitting its proposal. The County reserves the right to reject any or all proposals and accept that proposal which will, in its opinion, best serve the public interest.

10. Electric Utilities:

Electrical utilities are unavailable. Catering Trucks should be entirely self-contained.

11. General Information:

During the License Area Inspection, Proposers shall make their investigations of the subject license locations and environs and shall be responsible for reviewing and understanding all other aspects and conditions of the proposal process as set forth in the Proposal Package, including the terms and conditions of the attached proposal form and Model License.

12. Insurance:

The County requires that all selected Proposers have in effect at the time the License is executed by the County, \$1,000,000 Commercial General Liability, to include broad form Property Damage and Products Liability, \$1,000,000 Automobile Liability or all owned, non-owned, and hired vehicles, Statutory Worker's Compensation and Employer's Liability as outlined in the Model License. Proposer shall submit adequate insurance certificates within seven (7) calendar days following acceptance of the proposal by County and prior to execution of the License by the OCPW Division Manager.

13. Protest:

In the event a Proposer believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Proposer believes that any resulting License would be commercially impractical to perform, the Proposer must file a written protest with the OCPW Division Manager.

a. **Procedure**

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- (i) The name, address and telephone number of the protestor;
- (ii) The signature of the protestor or the protestor's representative;
- (iii) The solicitation or contract number;
- (iv) A detailed statement of the legal and/or factual grounds for the protest; and
- (v) The form of relief requested.

b. **Protest of Bid/Proposal Specifications:**

All protests related to bid or Proposal specifications must be submitted to the OCPW Division Manager no later than five (5) business days prior to the closing date for Proposals. Protests received after the five (5) business-day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protestor wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the Proposal submittal procedures provided in the Proposal.

**c. Protest of Award of License:**

In protests related to the award of License, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the OCPW Division Manager. Protests relating to a proposed contract award which are received after the five (5) business-day deadline will not be considered by the County.

i. Protest Process

1. In the event of a timely protest, the County shall not proceed with the solicitation or award of the License until the OCPW Division Manager, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
2. Upon receipt of a timely protest, the OCPW Division Manager will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
3. The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the License is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protestor's right to the protest procedures outlined herein.
4. If the protestor disagrees with the decision of the OCPW Division Manager, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

ii. Appeal Process

1. If the protestor wishes to appeal the decision of the OCPW Division Manager, the protestor must submit, within three (3) business days from receipt of the OCPW Division Manager's decision, a written appeal to the Office of the OCPW Division Manager.
2. Within fifteen (15) business days, the OCPW Division Manager will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
3. The decision of the OCPW Division Manager on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

**E. PRE-PROPOSAL CONFERENCE**

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Those planning to submit PROPOSALS are encouraged to attend a Pre-Proposal Conference at **2:00 p.m.**, on the Pre-Proposal Conference date listed in Section 1. F. (Schedule of Events). OCPW/Corporate Real Estate staff will be available at that time to answer questions. The meeting will be held at:

OCPW/Corporate Real Estate  
300 N. Flower Street  
Santa Ana, California 92703

**F. SCHEDULE OF EVENTS**

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<u>EVENT</u>	<u>DATE</u>
1. RFP Posted on Internet & Available for Pick-Up.....	April 29, 2009
2. License Area Inspections (See Section 1, Page 8).....	Review at your convenience
3. Any and All Questions Due .....	May 20, 2009
4. Pre-Proposal Conference Date ( <b>2:00 p.m.</b> ) .....	May 21, 2009
5. Proposal Due Date ( <b>4:00 p.m.</b> ).....	June 22, 2009
6. Evaluation of Proposals .....	to June 29, 2009
7. OCPW Division Manager selects Licensee .....	(proposed date) August 14, 2009

**License Area Inspections:**

You may inspect the three current locations below at any time and are encouraged to make as many visits as needed to make an accurate proposal (other locations will be determined in the future as needed).

Locations (See maps on following pages):

SSA Anaheim Regional Center  
3320 E. La Palma Avenue  
Anaheim, CA 92806

SSA Santa Ana Regional Center  
1928 S. Grand Avenue  
Santa Ana, CA 92705

SSA Columbia Facility  
115 Columbia  
Aliso Viejo, CA 92656

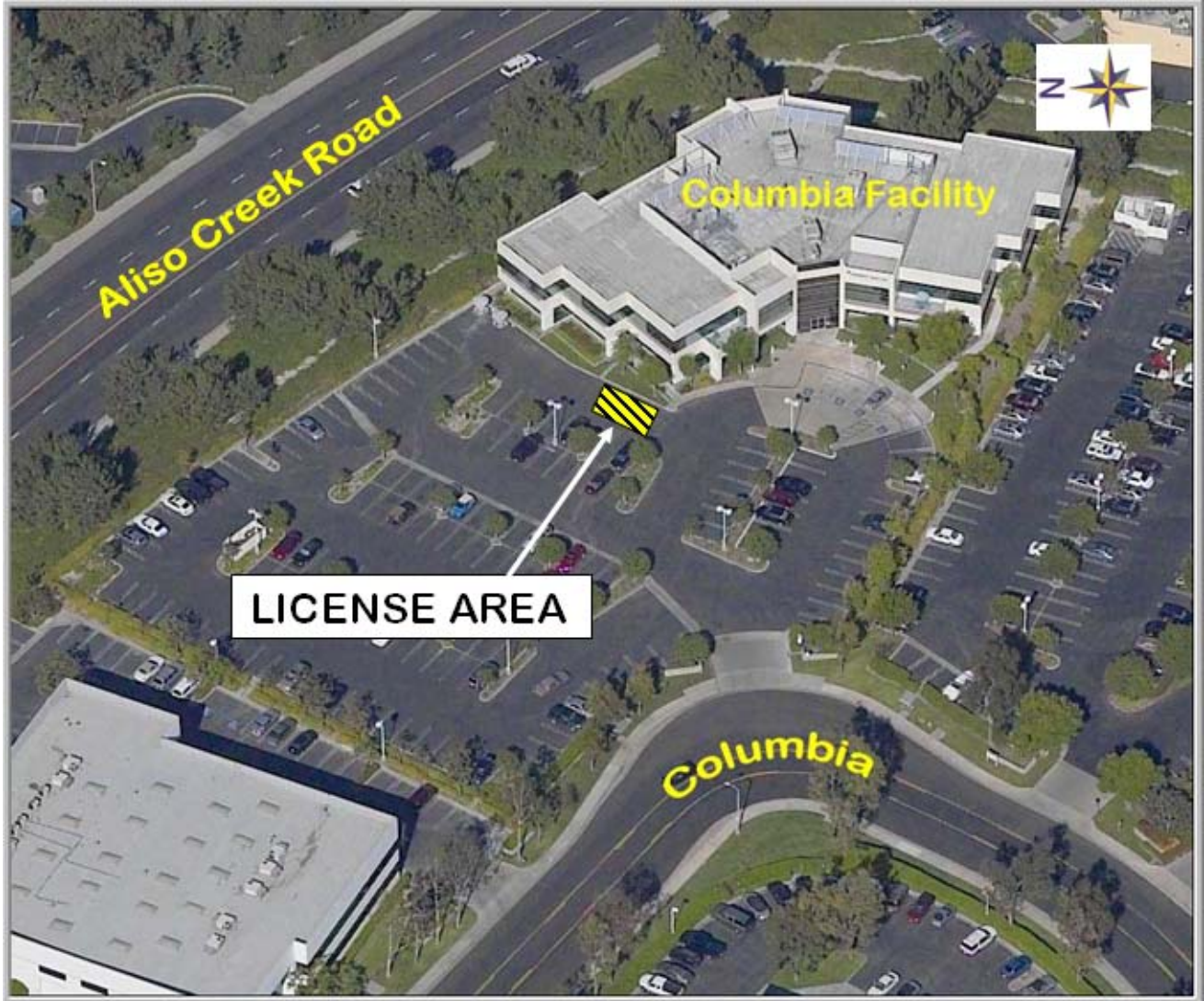
CATERING TRUCK LOCATIONS

SSA Anaheim Regional Center  
3320 E. La Palma Avenue, Anaheim



CATERING TRUCK LOCATIONS

SSA Columbia Facility  
115 Columbia, Aliso Viejo



CATERING TRUCK LOCATIONS

SSA Santa Ana Regional Center  
1928 S. Grand Avenue, Santa Ana



## II. PROPOSAL



## II. PROPOSAL

**LICENSE: CATERING TRUCK SERVICES**

**LOCATIONS: SSA ANAHEIM REGIONAL CENTER  
SSA COLUMBIA FACILITY – ALISO VIEJO  
SSA SANTA ANA REGIONAL CENTER**

### 1. PROPOSAL SHEET

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**Proposer:**

(Please type or print)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Contact: \_\_\_\_\_

Fax: (\_\_\_\_\_) \_\_\_\_\_ E-Mail: \_\_\_\_\_

THIS IS A PROPOSAL TO ACQUIRE ONE OR MORE LICENSES TO OPERATE A CATERING TRUCK AT DESIGNATED COUNTY-OWNED OR LEASED LOCATIONS.

The undersigned, hereinafter referred to as "PROPOSER," hereby submits a Proposal, hereinafter referred to as "PROPOSAL," to the County of Orange, hereinafter referred to as "COUNTY," to acquire a License to provide catering truck services, more fully described in the Model License attached hereto and made a part hereof, in accordance with the terms and conditions contained in said Model License.

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**2. PROPOSAL FOR MONTHLY USE FEE**

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In this section, Respondent shall complete the following:

**A. 3320 E. La Palma Avenue, Anaheim (ANAHEIM REGIONAL CENTER):**

	Monday through Friday	Saturday – Sunday
Hours of Operation (available)	7:30 AM to 5 PM	Closed
Mandatory Operating Times	7:30 AM to 9:45 AM & 10:45 AM to 2:00 PM	Closed

Respondent agrees to pay County, as consideration for the right to operate a catering truck service pursuant to the terms and conditions of the five-year License, a monthly Use Fee (as described in the Model License) of:

\_\_\_\_\_ per month  
(insert amount in **words**)

\_\_\_\_\_ per month  
(insert amount in **numbers**)

I Am **NOT** submitting a proposal for services at this location at this time. \_\_\_\_\_  
(initials)

**B. 115 Columbia, Aliso Viejo (COLUMBIA FACILITY):**

	Monday through Friday	Saturday – Sunday
Hours of Operation (available)	7:30 AM to 5 PM	Closed
Mandatory Operating Times	7:30 AM to 9:45 AM & 10:45 AM to 2:00 PM	Closed

Respondent agrees to pay County, as consideration for the right to operate a catering truck service pursuant to the terms and conditions of the five-year License, a monthly Use Fee (as described in the Model License) of:

\_\_\_\_\_ per month  
(insert amount in **words**)

\_\_\_\_\_ per month  
(insert amount in **numbers**)

I Am **NOT** submitting a proposal for services at this location at this time. \_\_\_\_\_  
(initials)

**C. 1928 S. Grand Avenue, Santa Ana (SANTA ANA REGIONAL CENTER):**

	Monday through Friday	Saturday – Sunday
Hours of Operation (available)	7:30 AM to 5 PM	Closed
Mandatory Operating Times	7:30 AM to 9:45 AM & 10:45 AM to 2:00 PM	Closed

Respondent agrees to pay County, as consideration for the right to operate a catering truck service pursuant to the terms and conditions of the five-year License, a monthly Use Fee (as described in the Model License) of:

\_\_\_\_\_ per month  
(insert amount in **words**)

\_\_\_\_\_ per month  
(insert amount in **numbers**)

I Am **NOT** submitting a proposal for services at this location at this time. \_\_\_\_\_  
(initials)

PROPOSER further understands, agrees, and warrants that:

1. The LICENSE(s) shall be awarded to the highest qualified PROPOSER. COUNTY reserves the right to award the LICENSE(s) as it may deem in its best interest, to make multiple awards of the LICENSE(s) in any combination, or to make award to one PROPOSER for all locations.
2. PROPOSER has carefully read and fully understands the Model License attached hereto.
3. PROPOSER understands that award of the LICENSE(s) will permit PROPOSER to operate a Catering Truck during normal hours of operation of COUNTY, weather permitting. PROPOSER is further obligated to provide Catering Truck Services according to the schedule listed above and set forth in the SPECIAL PROVISIONS section for each of the locations.
4. PROPOSER has the capability to successfully undertake and complete the responsibilities of Licensee contained in said Model License.
5. PROPOSER has carefully completed the attached PROPOSER's Questionnaire and has submitted the PROPOSER's Questionnaire, together with all supplemental material required therein, as part of this Proposal.
6. PROPOSER shall submit the following for approval by the COUNTY's OCPW Division Manager, or designee, within five (5) business days following COUNTY's acceptance of this Proposal and execution of the LICENSE(s):
  - A. Evidence of insurance coverage that fully complies with the requirements of the Model License.
  - B. County's Child Support Enforcement Certification Requirement Form.
  - C. The first month's License Fee.
7. This Proposal may be withdrawn upon written request to the OCPW Division Manager at any time prior to the time set for opening proposals for the LICENSE(s), but may not be withdrawn after the time set for such opening.

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**PROPOSER**

I certify that the information contained in this Proposal and the attached PROPOSER's Questionnaire is true and correct to the best of my knowledge.

1. (Sign your name) \_\_\_\_\_

(Print your name) \_\_\_\_\_

2. (Sign your name) \_\_\_\_\_

(Print your name) \_\_\_\_\_

Attachments:

PROPOSER's Questionnaire  
Model License Agreement

# III. PROPOSER'S QUESTIONNAIRE



### III. PROPOSER'S QUESTIONNAIRE

LICENSE: CATERING TRUCK SERVICES

LOCATIONS: SSA ANAHEIM REGIONAL CENTER  
SSA COLUMBIA FACILITY – ALISO VIEJO  
SSA SANTA ANA REGIONAL CENTER  
OTHER LOCATIONS TO BE DETERMINED

All information requested in this Questionnaire **must** be furnished by the PROPOSER, and **must** be submitted with the Proposal. Statements must be complete and accurate. Omission, inaccuracy, or misstatement **may** be cause for the rejection of the Proposal.

All information written or printed in the Proposal must be in English and it must be legible. If the OCPW Division Manager, or designee, deems any of the submitted information to be illegible, he has the discretion to reject the Proposal and disqualify the Proposer.

By submission of this Proposal, the PROPOSER acknowledges and agrees that COUNTY has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in this Questionnaire, and authorizes the release to COUNTY of any and all information sought in such inquiry or investigation.

How did you learn of this proposal offering?

- 1. Received the County's direct mail flyer
- 2. Word of mouth
- 3. County's Internet website
- 4. In which newspaper, magazine, or newsletter did you read of this offering?

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(ADDITIONAL SHEETS MAY BE INSERTED AND ATTACHED AS NECESSARY)

**GENERAL INFORMATION**

Name of PROPOSER exactly as it appears on the Proposal:

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Address of PROPOSER for purposes of notice or other communication relating to the Proposal:

ADDRESS: \_\_\_\_\_

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CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) \_\_\_\_\_  
(Area Code)

Fax: ( \_\_\_\_\_ ) \_\_\_\_\_ E-Mail: \_\_\_\_\_

CONTACT \_\_\_\_\_

PROPOSER intends to operate the business with which this Proposal is concerned as a  
Sole Proprietorship ; Partnership ; Corporation ; Limited Liability ;  
Joint Venture ; Other

Explain:

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**SOLE PROPRIETORSHIP STATEMENT**

If a Sole Proprietorship, furnish the following:

1. Name in full \_\_\_\_\_

2. Residence Address \_\_\_\_\_

\_\_\_\_\_

3. Business Address \_\_\_\_\_

\_\_\_\_\_

4. Birth date \_\_\_\_\_ Place of birth \_\_\_\_\_

5. Last 4 Digits of Soc. Sec. # \_\_\_\_\_ Driver's Lic. No \_\_\_\_\_

(Indicate State)

6. Has the sole proprietorship done business in Orange County?

Yes     No    If "yes", when \_\_\_\_\_

\_\_\_\_\_

**PARTNERSHIP STATEMENT**

If a Partnership, answer the following:

1. Date of Organization \_\_\_\_\_

2. General Partnership  California   
Limited Partnership  Foreign

3. Statement of Partnership recorded? Yes  No

\_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
Date              Book              Page              County

Document No. \_\_\_\_\_

4. Has the partnership done business in Orange County?

Yes  No  When? \_\_\_\_\_

5. List the Fictitious Business Names used in the past five (5) years:

<u>Name</u>	<u>Place of Filing (County, State)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**PARTNERSHIP STATEMENT**  
**(Continued)**

6. Name, address, and partnership share of each general partner:

<u>Name</u>	<u>Address</u>	<u>Share</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

7. Attach a complete copy of the Statement of Partnership and the Partnership Agreement.

8. Furnish the birth date, place of birth, Social Security number, and Driver's License number (indicate State) for each person shown above.

<u>Birth Date</u>	<u>Place of Birth</u>	<u>Last 4 digits of Soc. Sec. #</u>	<u>Driver's License #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**CORPORATION STATEMENT**

If a Corporation, answer the following:

1. When incorporated? \_\_\_\_\_

2. Where incorporated? \_\_\_\_\_

3. Is the corporation authorized to do business in California?

Yes  No  If so, as of what date? \_\_\_\_\_

4. The corporation is held: Publicly  Privately

5. If publicly held, how and where is the stock traded?

\_\_\_\_\_  
\_\_\_\_\_

6. List the following:

	<u>Authorized</u>	<u>Issued</u>	<u>Outstanding</u>
a. Number of voting shares:	_____	_____	_____
b. Number of non-voting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:			
Par	\$ _____		
Book	\$ _____		
Market	\$ _____		

7. List Taxpayer Identification Number: \_\_\_\_\_

8. Furnish Corporation Resolution adopted by the Board of Directors designating specific corporate officers authorized to sign on behalf of the corporation and to approve action being taken. Corporate Resolution must contain corporate seal and be certified by the Secretary of the Corporation.

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9. Furnish the name, title, address, and the number of voting and nonvoting shares of stock held by each officer, director, and principal shareholder.

<u>Name</u>	<u>Title</u>	<u>Residence Address</u>	<u>Voting Shares</u>	<u>Non-Voting Shares</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

10. Furnish the birth date, place of birth, Social Security number, and Driver's License number (indicate State) for each person shown under Item 9 above.

<u>Birth Date</u>	<u>Place of Birth</u>	<u>Last 4 digits of Soc. Sec. #</u>	<u>Driver's License #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**LIMITED LIABILITY COMPANY**

If a limited liability company (LLC) answer the following:

1. Date the Articles of Organization for the LLC was filed with the California Secretary of State \_\_\_\_\_.
2. Date the Articles of Organization for the LLC was recorded in the County of Orange (if applicable) \_\_\_\_\_.
3. Furnish the name and address of each member of the LLC.

Name

Residence Address

- |          |       |
|----------|-------|
| A. _____ | _____ |
| B. _____ | _____ |
| C. _____ | _____ |
| D. _____ | _____ |
| E. _____ | _____ |

4. Furnish the name, address, and telephone number of each manager of the LLC.

Name: _____	Name: _____
Address: _____ _____	Address: _____ _____
Telephone: _____	Telephone: _____

5. Furnish the name, address and telephone number of the current agent for service of process for the LLC.

Name: _____	Address: _____
Telephone: _____	_____

6. Attach a true and complete copy of the Articles of Organization for the LLC filed with the Secretary of State and any amendments thereto.

**JOINT VENTURE STATEMENT**

If a Joint Venture, answer the following:

1. Date of Organization \_\_\_\_\_

2. Joint Venture Agreement recorded?    Yes     No

3. Has the joint venture done business in Orange County?  
Yes     No     When? \_\_\_\_\_

4. Name and address of each member:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

5. Furnish the birth date, place of birth, Social Security number, and Driver's License number (indicate State) for each person shown under Item 4 above.

<u>Birth Date</u>	<u>Place of Birth</u>	<u>Last 4 digits of Soc. Sec. #</u>	<u>Driver's License #</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

6. Attach a complete copy of the Joint Venture Agreement.

FINANCIAL AND BACKGROUND DATA

SURETY INFORMATION

Have you or any principal ever had a bond or surety canceled or forfeited?

Yes  No

If yes, attach a statement naming the bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

BANKRUPTCY INFORMATION

Have you or any principal ever been declared bankrupt? Yes  No  If yes, state date, court jurisdiction, amount of liabilities, and amount of assets.

<u>Date</u>	<u>Court Jurisdiction</u>	<u>Amount of Liabilities</u>	<u>Amount of Assets</u>
_____	_____	_____	_____
_____	_____	_____	_____

FELONY INFORMATION

Have you or any principal ever been convicted of a felony? Yes  No  If yes, state date, court location, and details of the conviction.

PENDING LITIGATION

Provide detailed information regarding litigation, liens, or claims involving any participant in the proposal.

### EXPERIENCE STATEMENT

Describe in detail the duration and extent of your catering truck related experience and the location(s) where it was operated with special emphasis on business experience related to the operation of food concessions. Also, describe in detail the pertinent experience of the persons who will be directly involved in operation and management of this concession. A minimum of two (2) years experience in successfully operating, managing or owning a catering truck or similar business is recommended (you may attach extra sheets if necessary).

## CHILD SUPPORT ENFORCEMENT REQUIREMENTS

The attached Child Support form is required to be completed by the selected Proposer prior to entering into the License Agreement.

The License agreement clause is shown below:

### CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12 S)

In order to comply with child support requirements of the County of Orange, LICENSEE hereby furnishes COUNTY's Manager of OCPW/Corporate Real Estate, or designee, COUNTY's standard form, Child Support Enforcement Certification Requirements. COUNTY acknowledges receipt of the aforementioned form, which contains the following information:

- a) In the case where LICENSEE is doing business as an individual, LICENSEE's name, date of birth, last four digits of Social Security number, and residence address;
- b) In the case where LICENSEE is doing business in a form other than as an individual, the name, date of birth, last four digits of Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c) A certification that the LICENSEE has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d) A certification that the LICENSEE has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of LICENSEE to continuously comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this License. Failure to cure such breach within sixty (60) calendar days of notice from COUNTY's Manager of OCPW/Corporate Real Estate, or designee, shall constitute grounds for termination of this License.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and will not be used for any other purpose.

COUNTY OF ORANGE  
CHILD SUPPORT ENFORCEMENT  
CERTIFICATION REQUIREMENTS

- A. In the case of a LICENSEE doing business as an individual, his/her name, date of birth, last four digits of Social Security number, and residence address:

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Last four digits of Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. In the case of a LICENSEE doing business in a form other than as an individual, the name, date of birth, last four digits of Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Last four digits of Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Last four digits of Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Last four digits of Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Last four digits of Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Attach additional sheets if necessary)

I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the LICENSE agreement(s) with the County of Orange dated \_\_\_\_\_. I understand that failure to comply shall constitute a material breach of the License agreement(s) and that failure to cure such breach within sixty (60) calendar days of notice from the County of Orange shall constitute grounds for termination of the License agreement(s) without cost to the County.

---

Authorized Signature

Print Name

Title

Date

### METHOD OF OPERATION

Describe your specific plan for the operation of the catering truck concession. Include any brochures or photos of your proposed truck and/or operation.





REFERENCE NO. 3

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_  
(Area Code)

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REFERENCE NO. 4

Name: \_\_\_\_\_

Firm: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_  
(Area Code)

Nature and magnitude of purchase, sale, loan, business association, etc.:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OTHER INFORMATION

Please provide any other information that you feel will be helpful in evaluating your ability to successfully operate a catering truck.

## IV. MODEL LICENSE





File Number:  
Catering Truck License  
Facility Name:  
Street Address:  
City, State, Zip

## MODEL LICENSE AGREEMENT

THIS LICENSE (hereinafter referred to as "License") is made and entered into \_\_\_\_\_, 2009, by and between \_\_\_\_\_, (hereinafter referred to as "LICENSEE") and COUNTY OF ORANGE, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") without regard to number and gender. COUNTY and LICENSEE may be referred to individually as a "Party" or collectively as the "Parties."

### 1. DEFINITIONS (AMLC-2.1 S)

The following words in this License have the significance attached to them in this clause, unless otherwise apparent from context:

"Auditor-Controller" means the Auditor-Controller, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

"Board of Supervisors" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"Corporate Real Estate" means the, OC Public Works, OC Facilities, Real Estate and Asset Management, Corporate Real Estate, County of Orange, or upon written notice to LICENSEE, such other entity as shall be designated by the Director, OC Public Works.

"COUNTY" shall mean shall mean the County of Orange, a political subdivision of the State of California as well as the Board of Supervisors or the Board of Supervisor's authorized representative.

"County Counsel" means the County Counsel, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"County Executive Officer" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Board of Supervisors.

"Director, OC Public Works" means the Director, OC Public Works, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

"Division Manager of Real Estate and Asset Management" means the Manager, OC Public Works, OC Facilities, Real Estate and Asset Management, County of Orange, or designee, or upon written notice to LICENSEE, such other person or entity as shall be designated by the Director of OC Public Works.

“Manager of Corporate Real Estate” means the Manager of OC Public Works, OC Facilities, Real Estate and Asset Management, Corporate Real Estate, County of Orange, or designee or upon written notice to LICENSEE, such other person or entity as shall be designated by the Director, OC Public Works.

“Orange County Environmental Health” means the County of Orange, Health Care Agency, Regulatory Health, Environmental Health Office, or designee or upon written notice to LICENSEE, such other person or entity as shall be designated by the Director of the Health Care Agency.

“Risk Manager” means the Manager of County Executive Office, Risk Management, for the County of Orange, or upon written notice to LICENSEE, such entity as shall be designated by the County Executive Officer.

## 2. TERM (AMLC-3.1 S)

This License shall become effective upon the date first above written. Said License shall continue in effect until terminated, as provided in Clause entitled TERMINATION of this License, or until five (5) years from the date first written, whichever occurs first.

## 3. TERMINATION (AMLC-3.3 S)

This License shall be revocable by either COUNTY or LICENSEE at any time; however, as a courtesy to the other Party, both Parties will attempt to give thirty (30) days written notice to the other Party upon the exercise of the rights in this Clause.

## 4. LICENSE AREA (AMLC-4.1 N)

COUNTY grants to LICENSEE the right to use that certain property hereinafter referred to as "License Area," shown on "Exhibit A," attached hereto and by reference made a part hereof, for the purposes set forth in the Clause entitled USE, of this License .

During the term of this License, the License Area is subject to relocation at the sole discretion of the Division Manager of Real Estate and Asset Management. The Division Manager of Real Estate and Asset Management shall determine the new location of the License Area for the self-contained catering truck (“Catering Truck”) and shall provide LICENSEE five (5) days prior written notice of such relocation.

## 5. USE (AMLC-5.1 S)

LICENSEE's use of the License Area shall be limited to the operation of the Catering Truck, which shall be capable of providing an assortment of hot and cold food, beverages and snack foods.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area. LICENSEE further agrees not to conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

Said compliance with all governmental laws and regulations shall include, but not be limited to, obtaining a valid health permit from Orange County Environmental Health, and ensuring that all mobile food facilities meet all applicable sections of the California Health and Safety Code, Division 104 – Environmental Health, Part 7, California Retail Food Code.

NO ALCOHOLIC BEVERAGES OR TOBACCO PRODUCTS SHALL BE SOLD OR CONSUMED WITHIN THE LICENSE AREA OR ON ANY PROPERTY OWNED OR OPERATED BY THE COUNTY.

6. LICENSE FEE (AMLC-6.1 S)

LICENSEE agrees to pay COUNTY from and after the effective and/or commencement date of this License the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_.00) per month as a fee for the use of the License Area. Said monthly License fee shall be payable in advance, without prior notice or demand, on the first day of each calendar month while this License is in effect, without deduction or offset, in lawful money of the United States.

In the event the obligation to pay the License fee begins or terminates on some day other than the first or last day of the month, the fee shall be prorated to reflect the actual period of use based on a thirty (30) day month. The License fee for any partial calendar month during which this License becomes effective will be payable on such effective date.

7. PAYMENT PROCEDURE (AMLC-7.1 S)

All payments shall be delivered to the County of Orange, Office of Auditor–Controller, P.O. Box 567, 630 North Broadway, Santa Ana, California 92702. The designated place of payment may be changed at any time by COUNTY upon ten (10) days written notice to LICENSEE. Fee payments may be made by check payable to the “County of Orange.” LICENSEE assumes all risk of loss if payments are made by mail.

No payment by LICENSEE or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of said payment or pursue any other remedy in this License.

8. CHARGE FOR LATE PAYMENT (AMLC-7.2 S)

LICENSEE hereby acknowledges that late payment of sums due hereunder will cause COUNTY to incur costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

Accordingly, if any payment pursuant to this License is not received by COUNTY by the due date, a late charge of 1.5% of the payment due and unpaid plus \$100 shall be added to the payment, and the total sum shall become immediately due and payable to COUNTY. An additional charge of 1.5% of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid.

LICENSEE and COUNTY hereby agree that such late charges represent a fair and reasonable estimate of the costs that COUNTY will incur by reason of LICENSEE's late payment.

Acceptance of such late charges (and/or any portion of the overdue payment) by COUNTY shall in no event constitute a waiver of LICENSEE's default with respect to such overdue payment, or prevent COUNTY from exercising any of the other rights and remedies granted hereunder.

#### 9. SECURITY DEPOSIT (AMLC-8.3 S)

A security deposit in the sum of Nine Hundred Seventy-Five dollars (\$975.00) shall be provided COUNTY by LICENSEE. The security deposit shall guarantee LICENSEE's full and faithful performance of all the terms and conditions of this License.

COUNTY reserves the right to adjust the amount of the Security Deposit to reflect changes in license fees established by COUNTY. Within ninety (90) days after notification of any change in required security deposit amount from the Manager of Corporate Real Estate, LICENSEE shall submit to the Auditor-Controller any additional security deposit as may be required. COUNTY shall not be required to keep this security deposit separate from its general funds, and LICENSEE shall not be entitled to any interest on such deposit.

All or any portion of the security deposit shall be available unconditionally to the Manager of Corporate Real Estate for payment of expenses incurred by COUNTY as a result of the failure of LICENSEE to faithfully perform all terms and conditions of this License.

In the event the Manager of Corporate Real Estate withdraws any or all of the security deposit as provided herein, LICENSEE shall, within ten (10) days of written notification by the Manager of Corporate Real Estate, replenish the security deposit to maintain it at amounts herein required throughout the license term. Failure to do so will result in the immediate termination of this License.

The security deposit shall be released to LICENSEE at the end of the License term, provided LICENSEE has fully and faithfully performed LICENSEE's obligations under this License.

#### 10. INSURANCE (AMLC 10.1 S)

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to the Manager of Corporate Real Estate, this License may be reinstated at the sole discretion of the Manager of Corporate Real Estate. LICENSEE shall pay COUNTY \$200.00 for processing the reinstatement of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of the Manager of Corporate Real Estate. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate

evidence of insurance. The Manager of Corporate Real Estate will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt any operation from or on the License Area until such time as the Manager of Corporate Real Estate reinstates the License.

If LICENSEE fails to provide the Manager of Corporate Real Estate with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as the Manager of Corporate Real Estate is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the COUNTY from the LICENSEE under this License. It is the obligation of the LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All insurance policies required by this License shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by COUNTY's Risk Manager. LICENSEE shall be responsible for reimbursement of any deductible to the insurer. Any deductibles or SIR's shall be clearly stated on the certificate of insurance.

If the LICENSEE fails to maintain insurance acceptable to the COUNTY for the full term of this License, the COUNTY may terminate this License.

#### Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, COUNTY's Risk Manager retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the LICENSEE shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability with broad form property damage, contractual liability and products liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance required by this License shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability, if required, may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this License with respect to work done by the LICENSEE under the terms of this License (except Workers' Compensation/Employers' Liability, Professional Liability (if required) and Employee Dishonesty Coverage (if required)). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the certificate of insurance.

The County of Orange shall be a Loss Payee/Obligee on the Employee Dishonesty Coverage (if required).

All insurance policies required by this License shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the LICENSEE's insurance is primary and non-contributing shall specifically accompany the certificate of insurance for the Commercial General Liability and Sexual Misconduct Liability (if required).

All insurance policies required by this License shall give the County of Orange thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the certificate of insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this License shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

If LICENSEE's Professional Liability policy (if required) is a "claims made" policy, LICENSEE shall agree to maintain professional liability coverage for two (2) years following completion of License.

The Commercial General Liability policy shall contain a severability of interests clause.

The LICENSEE is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. The LICENSEE will comply with such provisions and shall furnish the COUNTY satisfactory evidence that the LICENSEE has secured, for the period of this License, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the COUNTY address provided in the Clause (NOTICES) below or to an address provided by the Manager of Real Estate and Asset Management Division. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled.

COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by COUNTY's Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

#### 11. OPERATIONS (AMLC-11.1 N)

LICENSEE expressly agrees to maintain the License Area in a safe, clean, wholesome, and sanitary condition, to the complete satisfaction of COUNTY and in compliance with all applicable laws. LICENSEE further agrees to provide approved containers for trash and garbage and to keep the License Area free and clear of rubbish and litter. COUNTY shall have the right to enter upon and inspect the License Area at any time for cleanliness and safety.

LICENSEE shall designate in writing to COUNTY an on site representative who shall be responsible for the day to day operation and level of maintenance, cleanliness, and general order.

If LICENSEE fails to maintain the License Area as required herein, COUNTY may notify LICENSEE in writing of said failure. Should LICENSEE fail to correct the situation within a reasonable time thereafter as established by the Manager of Corporate Real Estate, the Manager of Corporate Real Estate may have the necessary correction made and the cost thereof, including but not limited to the cost of labor, materials, and equipment and administration, shall be paid by LICENSEE to COUNTY within ten (10) days of receipt of a

statement of said cost from the Manager of Corporate Real Estate. The Manager of Corporate Real Estate may, at the Manager of Corporate Real Estate’s option, choose other remedies available herein, or by law.

LICENSEE is permitted to operate Catering Truck(s) during the normal hours of operation of the COUNTY property within which the License Area is, weather permitting. LICENSEE will not be allowed access to COUNTY property when closed for services. The following schedule lists the LICENSEE’s initial mandatory, minimum operating time:

	Monday through Friday	Saturday – Sunday
Hours of Operation (available)	7:30 AM to 5 PM	Closed
Mandatory Operating Times	7:30 AM to 9:45 AM & 10:45 AM to 2:00 PM	Closed

Any change to the minimum operating time schedule above shall be approved by the Manager of Corporate Real Estate. In the event of any dispute between LICENSEE and COUNTY as to when the Catering Truck services will be provided, the determination of the Manager of Corporate Real Estate shall be final.

LICENSEE agrees that when alternate forms of packaging are available, only items packaged in a manner most compatible with the goals of reducing litter and preserving the environment shall be sold. LICENSEE shall keep the area surrounding the Catering Truck free and clear of litter.

**12. TERMINATION OF PRIOR AGREEMENTS (AMLC-12.1 S)**

It is mutually agreed that this License shall terminate and supersede any prior agreements between the Parties hereto covering all or any portion of the License Area. Notwithstanding the foregoing, this provision shall not release LICENSEE from any obligations under any prior agreements to be performed through the effective date of this Agreement or from any obligations of indemnification based upon events occurring prior to the effective date of this Agreement.

**13. LIMITATION OF THE LICENSE (AMLC-13.1 S)**

This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent from a physical inspection of the License Area. Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area which exceed those owned by COUNTY.

**14. LABOR CODE COMPLIANCE (AMLC 14.1 N)**

As required by applicable law, LICENSEE acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the commencement of the term of this License or any such future improvements or modifications performed by LICENSEE at the request of COUNTY shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.). These provisions may be applicable to improvements or modifications costing more than \$1,000.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing

rate for holiday and overtime work in the locality applicable to this License for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications from the Director of the State Department of Industrial Relations. Copies of said prevailing wage rates may be obtained from the State of California, Department of Industrial Relations, or the County Executive Officer.

As required by applicable law, LICENSEE hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to be completed for COUNTY within the License Area, and LICENSEE herein agrees that LICENSEE shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the site where the improvements or modifications are performed.

As required by applicable law, LICENSEE shall maintain certified payroll records for all workers that will be assigned to the improvements or modifications, and shall produce such records upon request by COUNTY or other applicable state agency. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker.

If LICENSEE neglects, fails, or refuses to provide said payroll records to COUNTY, upon request, and LICENSEE was otherwise required to maintain such records by applicable law, such occurrence shall constitute an event of default of this License and COUNTY may, notwithstanding any other termination provisions contained herein:

- A. Terminate this License; and/or
- B. At COUNTY sole option, COUNTY may deduct from LICENSEE's security deposit as a penalty for such non-compliance of paying prevailing wage, which deduction would be COUNTY's estimate, in its sole discretion, or such prevailing wage rates not paid by LICENSEE, and LICENSEE will forthwith remit payment to COUNTY to restore the original security deposit amount specified in the clause entitled SECURITY DEPOSIT of this License.

Except as expressly set forth in this License, nothing herein is intended to grant authority for LICENSEE to perform improvements or modifications on space currently Licensed by COUNTY or for which COUNTY has entered into a License or License amendment.

#### 15. RIGHT TO WORK AND MINIMUM WAGE LAWS (AMLC 14.2 S)

In accordance with the United States Immigration Reform and Control Act of 1986, LICENSEE shall require its employees that directly or indirectly service the License Area or terms and conditions of this License, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LICENSEE shall also require and verify that its contractors or any other persons servicing the License Area or terms and conditions of this License, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LICENSEE shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the License Area, in any manner whatsoever. LICENSEE shall require and verify that all its contractors or other persons servicing the

License Area on behalf of the LICENSEE also pay their employees no less than the greater of the Federal or California Minimum Wage.

LICENSEE shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the License Area or terms and conditions of this License.

Notwithstanding the minimum wage requirements provided for in this clause, LICENSEE, where applicable, shall comply with the prevailing wage and related requirements, as provided for in the Clause (LABOR CODE COMPLIANCE) of this License.

#### 16. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (AMLC 14.4 S)

In order to comply with child support requirements of the County of Orange, within thirty (30) days after COUNTY's execution of this License agreement, LICENSEE agrees to furnish COUNTY's Manager of Real Estate and Asset Management Division, COUNTY's standard form, Child Support Enforcement Certification Requirements. COUNTY acknowledges receipt of the aforementioned form, which contains the following information:

- a) In the case where LICENSEE is doing business as an individual, LICENSEE's name, date of birth, last four digits of Social Security number, and residence address;
- b) In the case where LICENSEE is doing business in a form other than as an individual, the name, date of birth, last four digits of Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c) A certification that the LICENSEE has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d) A certification that the LICENSEE has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of LICENSEE to continuously comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this License. Failure to cure such breach within sixty (60) calendar days of notice from COUNTY's Manager of Real Estate and Asset Management Division shall constitute grounds for termination of this License.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and will not be used for any other purpose.

#### 17. BEST MANAGEMENT PRACTICES (AMLC 15.1 S)

LICENSEE and all of LICENSEE'S, agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein,

Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (DISTRICT) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the License Area. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

BMP Fact Sheets that apply to uses authorized under this License include the BMP Fact Sheets that are attached hereto as "Exhibit B." These BMP Fact Sheets may be modified during the term of the License; and COUNTY's Manager of Real Estate and Asset Management Division shall provide LICENSEE with any such modified BMP Fact Sheets. LICENSEE, its agents, contractors, representatives and employees and all persons authorized by LICENSEE to conduct activities on the License Area shall, throughout the term of this License, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this License commences or as the Stormwater Permits may be modified. LICENSEE agrees to maintain current copies of the BMP Fact Sheets on the License Area throughout the term of this License. The BMPs applicable to uses authorized under this License must be performed as described within all applicable BMP Fact Sheets.

LICENSEE may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the COUNTY's Manager of Corporate Real Estate for review and approval prior to implementation.

COUNTY's Manager of Corporate Real Estate may enter the License Area and/or review LICENSEE'S records at any time to assure that activities conducted on the License Area comply with the requirements of this section. LICENSEE may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

#### 18. HAZARDOUS MATERIALS (AMLC-16.1 S)

- A. Definition of Hazardous Materials. For purposes of this License, the term "Hazardous Material" or "Hazardous Materials" shall mean any hazardous or toxic substance, material, product, byproduct, or waste which is or shall become regulated by any governmental entity, including, without limitation, the COUNTY acting in its governmental capacity, the State of California or the United States government.

- B. Use of Hazardous Materials. LICENSEE or LICENSEE's employees, agents, independent contractors or invitees (collectively "LICENSEE Parties") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the License Area (which for purposes of this clause shall include the subsurface soil and ground water). Notwithstanding the foregoing, LICENSEE may keep on or about the License Area small quantities of Hazardous Materials that are used in the ordinary, customary and lawful cleaning of and business operations on the License Area.
- C. LICENSEE Obligations. If the presence of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties results in (i) injury to any person, (ii) injury to or contamination of the License Area (or a portion thereof), or (iii) injury to or contamination of any real or personal property wherever situated, LICENSEE, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the License Area to the condition existing prior to the introduction of such Hazardous Materials to the License Area and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of COUNTY under this License, LICENSEE shall pay the cost of any cleanup or remedial work performed on, under or about the License Area as required by this License or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by LICENSEE or LICENSEE Parties. Notwithstanding the foregoing, LICENSEE shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the License Area caused or permitted by LICENSEE or LICENSEE Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasigovernmental entity without first obtaining the prior written consent of the COUNTY. All work performed or caused to be performed by LICENSEE as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by COUNTY.
- D. Indemnification for Hazardous Materials. To the fullest extent permitted by law, LICENSEE hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to COUNTY) COUNTY, its elected officials, officers, employees, agents and independent contractors and the License Area, from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the License Area or damages arising from any adverse impact on marketing of the License Area), diminution in the value of the License Area, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the License Area by LICENSEE or LICENSEE's Agents. The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the License Area and the preparation of any closure or other required plans.

## 19. NOTICES (AMLC-17.1 S)

All notices pursuant to this License shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be sent through the United States mail in the State of California duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided.

Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon receipt.

TO: COUNTY

TO: LICENSEE

County of Orange  
OCPW/Corporate Real Estate  
300 N. Flower Street, Suite 646  
Santa Ana, CA 92703  
Attn: Manager

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20. ATTACHMENTS TO LICENSE (AMLC-18.1 S)

This License includes the following, which are attached hereto and made a part hereof:

- I. GENERAL CONDITIONS
- II. EXHIBITS
  - Exhibit A – Plot Plan
  - Exhibit B – BMP Fact Sheets

IN WITNESS WHEREOF, the Parties have executed this License the day and year first above written.

APPROVED AS TO FORM:  
COUNTY COUNSEL

**LICENSEE**

Name: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

By \_\_\_\_\_  
Name:

Date \_\_\_\_\_

\_\_\_\_\_  
Title:

RECOMMENDED FOR APPROVAL:

Agency:

By \_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

By \_\_\_\_\_

OC Public Works/OC Facilities

By \_\_\_\_\_  
Corporate Real Estate

**COUNTY**

COUNTY OF ORANGE

BY: \_\_\_\_\_  
Division Manager  
OC Public Works/OC Facilities  
Real Estate and Asset Management  
Per Resolution No. 09-011, of the Board of  
Supervisors and Delegated Authority Memo  
dated February 11, 2009.

Date: \_\_\_\_\_

## I. GENERAL CONDITIONS (AMLC-GC 1-15 S)

### 1. PERMITS AND LICENSES (AMLC - GC2 S)

LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this License Agreement, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

### 2. SIGNS (AMLC-GC3 S)

LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by the Manager of Corporate Real Estate. Unapproved signs, banners, flags, etc., may be removed.

### 3. LICENSE ORGANIZATION (AMLC-GC4 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

### 4. AMENDMENTS (AMLC-GC5 S)

This License is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both Parties.

### 5. UNLAWFUL USE (AMLC-GC6 S)

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or therefrom, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

### 6. INSPECTION (AMLC-GC7 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.

### 7. INDEMNIFICATION (AMLC-GC8 S)

LICENSEE hereby waives all claims and recourse against COUNTY including the right of contribution for loss or damage of persons or property arising from, growing out of, or in any way connected with or related to this License except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, and employees. LICENSEE hereby agrees to indemnify, hold harmless, and defend with counsel acceptable to COUNTY, its officers, agents, and employees against any and all claims, loss, demands, damages, cost, expenses, or liability costs arising out of the operation, use, or maintenance of the property

described herein, and/or LICENSEE's exercise of the rights under this License, except for liability arising out of the concurrent active or sole negligence of COUNTY, its officers, agents, or employees, including the cost of defense of any lawsuit arising therefrom.

In the event COUNTY is named as co-defendant, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY with counsel acceptable to COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event LICENSEE shall pay to COUNTY its litigation costs, expenses, and attorney's fees. In the event judgment is entered against COUNTY and LICENSEE because of the concurrent active negligence of COUNTY and LICENSEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.

#### 8. TAXES AND ASSESSMENTS (AMLC-GC9 S)

Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable in connection with this License or upon fixtures, equipment, or other property used in connection with this License, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.

#### 9. PARTIAL INVALIDITY (AMLC-GC10 S)

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

#### 10. WAIVER OF RIGHTS (AMLC-GC11 S)

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the Party whose right or remedy is being waived.

#### 11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC12 S)

Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of said License Area to COUNTY in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

#### 12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC13 S)


If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on the License Area 10 days after such event shall be deemed, at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the right to



**EXHIBIT A**

**PLACE HOLDER FOR PLOT PLAN**

**Address**

<b>OCPW/RLC/SSA-</b> <b>Facility Name – Catering Truck</b> <b>Address</b> <b>City, State, Zip</b>	Prepared By:	 <b>COUNTY OF ORANGE</b> <b>PLOT PLAN</b>
	Checked By:	
	Date:	
	<b>John Beck</b>	
	<b>4/27/2009</b>	

## **EXHIBIT B**

### **BEST MANAGEMENT PRACTICES SHEETS**

- 1. SPILL PREVENTION AND CLEAN-UP (IC17)**
- 2. WASTE HANDLING AND DISPOSAL (IC21)**
- 3. EATING AND DRINKING ESTABLISHMENTS (IC22)**

## IC17. SPILL PREVENTION AND CLEANUP

### Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner<sup>1</sup>. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

### Spill Prevention

1. **Develop procedures to prevent/mitigate spills to storm drain systems.**  
Standardize reporting procedures, containment, storage, and disposal activities, documentation, and follow-up procedures.
2. **Post “No Dumping” signs with a phone number for reporting illegal dumping and disposal.**
3. **Conduct routine cleaning, inspections, and maintenance**
  - Sweep and clean storage areas consistently at a designated frequency (e.g. weekly, monthly). **DO NOT** hose down areas to storm drains.
  - Place drip pans or absorbent materials beneath all mounted taps, and at all potential drip and spill locations during filling and unloading of tanks. Reuse, recycle, or properly dispose of any collected liquids or soiled absorbent materials.
  - Check tanks (and any containment sumps) frequently for leaks and spills. Replace tanks that are leaking, corroded, or otherwise deteriorating with tanks in good condition. Collect all spilled liquids and properly dispose of them.

#### MINIMUM BEST MANAGEMENT PRACTICES

##### Pollution Prevention/Good Housekeeping

- Develop procedures to prevent/mitigate spills to storm drain systems.
- Post “No Dumping” signs with a phone number for reporting illegal dumping and disposal.
- Conduct routine cleaning, inspections, and maintenance.
- Properly store and handle chemical materials.
- Protect materials stored outside from stormwater runoff.
- Secure drums stored in an area where unauthorized persons may gain access to prevent accidental spillage, pilferage, or any unauthorized use.
- Identify key spill response personnel.
- Clean up leaks and spills immediately.
- Report and track spills.

##### Stencil storm drains

##### Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

<sup>1</sup> EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

- Check for external corrosion of material containers, structural failures, spills and overfills due to operator error, failure of piping system, etc.
  - Inspect tank foundations, connections, coatings, and tank walls and piping system.
4. **Properly store and handle chemical materials.**
    - Designate a secure material storage area that is paved with Portland cement concrete, free of cracks and gaps, and impervious in order to contain leaks and spills.
    - Do not store chemicals, drums, or bagged materials directly on the ground. Place these items in secondary containers.
    - Keep chemicals in their original containers, if feasible.
    - Keep containers well labeled according to their contents (e.g., solvent, gasoline).
    - Label hazardous substances regarding the potential hazard (corrosive, radioactive, flammable, explosive, poisonous).
    - Prominently display required labels on transported hazardous and toxic materials (per US DOT regulations).
  5. **Utilize secondary containment systems for liquid materials.**
    - Surround storage tanks with a berm or other secondary containment system.
    - Slope the area inside the berm to a drain.
    - Drain liquids to the sanitary sewer if available. **DO NOT** discharge wash water to sanitary sewer until contacting the local sewer authority to find out if pretreatment is required
    - Pass accumulated stormwater in petroleum storage areas through an oil/water separator.
    - Use catch basin filtration inserts.
  6. **Protect materials stored outside from stormwater runoff.** Construct a berm around the perimeter of the material storage area to prevent the runoff of uncontaminated stormwater from adjacent areas as well as runoff of stormwater from the material.
  7. **Secure drums stored in an area where unauthorized persons may gain access to prevent accidental spillage, pilferage, or any unauthorized use.**

#### Spill Control and Cleanup Activities

8. **Identify key spill response personnel.**
9. **Adopt the Orange County Hazardous Materials Area Plan or an equivalent plan, which includes a set of planned responses to hazardous materials emergencies. The plan should include:**
  - Description of the facility, owner and address, activities and chemicals present
  - Facility map
  - Notification and evacuation procedures
  - Cleanup instructions
  - Identification of responsible departments
10. **Clean up leaks and spills immediately.**
  - Place a stockpile of spill cleanup materials where they will be readily accessible (e.g. near storage and maintenance areas).
  - Utilize dry cleaning methods to clean up spills to minimize the use of water. Use a rag for small spills, a damp mop for general cleanup, and absorbent material for larger spills. If the spilled material is hazardous, then used cleanup materials are also hazardous and must be sent to a certified laundry (rags) or disposed of as hazardous waste. Physical methods for the cleanup of dry chemicals include the use brooms, shovels, sweepers, or plows.
  - Never hose down or bury dry material spills. Sweep up the material and dispose of properly.
  - Clean up chemical materials with absorbents, gels, and foams. Use adsorbent materials on small spills rather than hosing down the spill. Remove the adsorbent materials promptly and dispose of properly.
  - For larger spills, a private spill cleanup company or Hazmat team may be necessary.

## 11. Reporting

1. Report spills that pose an immediate threat to human health or the environment to local agencies, such as the fire department, and the Regional Water Quality Control Board.
2. Establish a system for tracking incidents. The system should be designed to identify the following:
  - Types and quantities (in some cases) of wastes
  - Patterns in time of occurrence (time of day/night, month, or year)
  - Mode of dumping (abandoned containers, "midnight dumping" from moving vehicles, direct dumping of materials, accidents/spills)
  - Responsible parties
3. Federal regulations require that any oil spill into a water body or onto an adjoining shoreline be reported to the National Response Center (NRC) at 800-424-8802 (24 hour).

## Training

1. Educate employees about spill prevention and cleanup.
  - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
  - Educate employees on aboveground storage tank requirements.
  - Train all employees upon hiring and conduct annual refresher training.
2. Train employees responsible for aboveground storage tanks and liquid transfers on the Spill Prevention Control and Countermeasure Plan.

## Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

## References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.  
[www.cabmphandbooks.com](http://www.cabmphandbooks.com)

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February 2002 by the California Coastal Commission).

Stormwater Management Manual for Western Washington. Volume IV Source Control BMPs. Prepared by Washington State Department of Ecology Water Quality Program. Publication No. 99-14. August 2001.

## For additional information contact:

County of Orange  
Watershed & Coastal Resources  
Stormwater Program  
(714)567-6363  
or visit our website at:  
[www.ocwatersheds.com](http://www.ocwatersheds.com)

## IC21. WASTE HANDLING AND DISPOSAL

### Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner<sup>1</sup>. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	x
Nutrients	x
Floatable Materials	x
Metals	x
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

### MINIMUM BEST MANAGEMENT PRACTICES

#### Pollution Prevention/Good Housekeeping

- Prevent waste materials from coming in direct contact with wind or rain.
- Keep waste collection areas clean.
- Secure solid waste containers when not in use.
- Regularly inspect, repair, and/or replace waste containers.
- Use all of a product before disposing of the container.
- Label and store hazardous wastes according to hazardous waste regulations.

#### Stencil storm drains

#### Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.
- Provide on-going employee training in pollution prevention.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

- 1. Prevent waste materials from coming in direct contact with wind or rain.**
  - Cover the waste management area with a permanent roof.
  - If this is not feasible, cover waste piles with temporary covering material such as reinforced tarpaulin, polyethylene, polyurethane, polypropylene, or hypalon.
  - Cover dumpsters to prevent rain from washing out waste materials.
- 2. Design waste handling and disposal area to prevent stormwater runoff.**
  - Enclose the waste handling and disposal area or build a berm around it.
  - Position roof downspouts to direct stormwater away from waste handling and disposal area.
- 3. Design waste handling and disposal area to contain spills.**
  - Place dumpsters or other waste receptacles on an impervious surface.
  - Construct a berm around the area to contain spills.
  - Install drains connected to the public sewer or the facility's process wastewater system within these contained areas. **DO NOT** discharge to a public sewer until contacting the local sewer authority to find out if pretreatment is required.

<sup>1</sup> EPA " Preliminary Data Summary of Urban Stormwater Best Management Practices"

4. **Keep waste collection areas clean.**
  - When cleaning around waste handling and disposal areas use dry methods when possible (e.g. sweeping, use of absorbents).
  - If water must be used, collect water and discharge to the sewer if permitted to do so. **DO NOT** discharge to a public sewer until contacting the local sewer authority to find out if pretreatment is required. If discharge to the sanitary sewer is not allowed, pump water to a tank and dispose of properly.
  - Post "No Littering" signs.
5. **Secure solid waste containers when not in use.**
6. **Regularly inspect, repair, and/or replace waste containers.**
7. **Do not fill waste containers with washout water or any other liquid.**
8. **Use all of a product before disposing of the container.**
9. **Segregate wastes by type and label and date wastes.**
  - Do not mix wastes; this can cause chemical reactions, make recycling impossible, and complicate disposal.
  - Ensure that only appropriate solid wastes are added to solid waste containers.
  - Certain wastes such as hazardous wastes, appliances, fluorescent lamps, pesticides, etc. may not be disposed of in solid waste containers.
10. **Label and store hazardous wastes according to hazardous waste regulations.**
  - Consult your local hazardous waste agency or Fire Department for details.
  - Obtain a hazardous waste generator license or permit if necessary.
12. **Minimize waste.**
  - Recycle materials whenever possible.
  - Modify processes or equipment to increase efficiency.
  - Identify and promote use of non-hazardous alternatives.
  - Reduction in the amount of waste generated can be accomplished using many different types of source controls such as:
    - Production planning and sequencing
    - Process or equipment modification
    - Raw material substitution or elimination
    - Loss prevention and housekeeping
    - Waste segregation and separation
    - Close loop recycling
  - Establish a material tracking system to increase awareness about material usage. This may reduce spills and minimize contamination, thus reducing the amount of waste produced.

#### Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Train employees in proper waste handling and disposal.**
3. **Train employees on proper spill containment and cleanup.**
  - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
  - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
  - BMP IC17 discusses Spill Prevention and Control in detail.

4. Establish a regular training schedule, train all new employees, and conduct annual refresher training.
5. Use a training log or similar method to document training.

#### **Stencil storm drains**

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

#### **References**

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003.  
[www.cabmphandbooks.com](http://www.cabmphandbooks.com)

California Storm Water Best Management Practice Handbooks. Industrial/Commercial Best Management Practice Handbook. Prepared by Camp Dresser & McKee, Larry Walker Associates, Uribe and Associates, Resources Planning Associates for Stormwater Quality Task Force. March 1993.

Model Urban Runoff Program: A How-To Guide for Developing Urban Runoff Programs for Small Municipalities. Prepared by City of Monterey, City of Santa Cruz, California Coastal Commission, Monterey Bay National Marine Sanctuary, Association of Monterey Bay Area Governments, Woodward-Clyde, Central Coast Regional Water Quality Control Board. July 1998 (Revised February 2002 by the California Coastal Commission).

#### **For additional information contact:**

County of Orange  
Watershed & Coastal Resources  
Stormwater Program  
(714)567-6363  
or visit our website at:  
[www.ocwatersheds.com](http://www.ocwatersheds.com)

## IC22. EATING AND DRINKING ESTABLISHMENTS

### Best Management Practices (BMPs)

A BMP is a technique, measure or structural control that is used for a given set of conditions to improve the quality of the stormwater runoff in a cost effective manner<sup>1</sup>. The minimum required BMPs for this activity are outlined in the box to the right. Implementation of pollution prevention/good housekeeping measures may reduce or eliminate the need to implement other more costly or complicated procedures. Proper employee training is key to the success of BMP implementation.

The BMPs outlined in this fact sheet target the following pollutants:

Targeted Constituents	
Sediment	
Nutrients	x
Floatable Materials	x
Metals	
Bacteria	x
Oil & Grease	x
Organics & Toxicants	x
Pesticides	x
Oxygen Demanding	x

#### MINIMUM BEST MANAGEMENT PRACTICES

##### Pollution Prevention/Good Housekeeping

- Use dry cleaning methods instead of water
- Clean equipment (floor mats, grease filters, grills, garbage cans, etc.) indoors or in a covered outdoor wash area that is plumbed to the sanitary sewer or in an area that will contain the wash water (Refer to fact sheet *IC24 Wastewater Disposal* for guidance on appropriate methods for disposal of wash water to the sanitary sewer).
- Recycle and/or properly dispose of grease and oil.
- Block the storm drain when hosing or steam/pressure washing outside dumpster areas, sidewalks, and common areas.

##### Stencil storm drains

##### Training

- Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.

Provided below are specific procedures associated with each of the minimum BMPs along with procedures for additional BMPs that should be considered if this activity takes place at a facility located near a sensitive waterbody. In order to meet the requirements for medium and high priority facilities, the owners/operators must select, install and maintain appropriate BMPs on site. Since the selection of the appropriate BMPs is a site-specific process, the types and numbers of additional BMPs will vary for each facility.

#### 1. Practice good housekeeping.

- Conduct regular sweeping or vacuuming of outdoor areas: Dry sweep pavement areas including "drive-thru" areas, parking lots, sidewalks, outdoor eating areas and dumpster storage areas frequently.
- Keep outside areas free of trash & debris.
- Do not hose out dumpsters or fill them with liquid waste.
- Regularly inspect, repair, and/or replace dumpsters.

#### 2. Clean equipment (floor mats, grease filters, grills, garbage cans, etc.) indoors or in a covered outdoor wash area that is plumbed to the sanitary sewer.

- Clean equipment in a mop sink if possible (never in a food preparation sink). If there is no mop sink, dedicate an indoor cleaning area where a drain is plumbed to the sanitary sewer.
- Dispose mop water from cleaning floors in a mop sink, toilet or other drain that is plumbed to the sanitary sewer. Refer to fact sheet *IC24 Wastewater Disposal* for guidance on appropriate methods for disposal of wash water to the sanitary sewer.
- Do not pour wash water outside or into a street, gutter, or storm drain.

<sup>1</sup> EPA " *Preliminary Data Summary of Urban Stormwater Best Management Practices* "

- Dispose of all wastewater containing oil and grease in a grease trap or interceptor.
3. **Recycle and/or properly dispose of grease and oil.** Collect and dispose of concentrated waste oil and grease and disposed of by a certified waste grease hauler. NEVER pour grease or oil into a sink, floor drain, storm drain or dumpster.
  4. **Block storm drain(s) when cleaning (hosing or steam/pressure washing) outside dumpster areas, sidewalks, and common areas with hot water, soap, or other cleaning agent.** Collect water/waste and discharge to the sanitary sewer (with approval of the local sanitation district).

#### Training

1. **Train employees on these BMPs, storm water discharge prohibitions, and wastewater discharge requirements.**
2. **Train employees on proper spill containment and cleanup.**
  - Establish training that provides employees with the proper tools and knowledge to immediately begin cleaning up a spill.
  - Ensure that employees are familiar with the site's spill control plan and/or proper spill cleanup procedures.
  - Fact sheet IC17 discusses Spill Prevention and Control in detail.
3. **Establish a regular training schedule, train all new employees, and conduct annual refresher training.**
4. **Use a training log or similar method to document training.**

#### Stencil storm drains

Storm drain system signs act as highly visible source controls that are typically stenciled directly adjacent to storm drain inlets. Stencils should read "No Dumping Drains to Ocean".

#### References

California Storm Water Best Management Practice Handbook. Industrial and Commercial. 2003. [www.cabmphandbooks.com](http://www.cabmphandbooks.com)

Carlsbad Jurisdictional Urban Runoff Management Plan. Best Management Practices for Restaurants. City of Carlsbad. February 2002. On-line: <http://www.ci.carlsbad.ca.us/cserv/jurmp.html>

Orange County Stormwater Program. 2001. Water Quality Guidelines for Exterior Restaurant Cleaning Operations. Brochure. June.

Orange County Stormwater Program. Good Cleaning Practices Food & Restaurant Industry. Poster. Courtesy of the City and County of LA.

#### For additional information contact:

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