



LATIN ASIAN *fusion*

Prepared by:

Chief Executive Officer – Roddy Diaz

Latin Asian Fusion – Samuel and Lucas Food Trucks Co

Phone: (415) 583-3130

Address: 1402 Camden Avenue, Campbell, CA 95008

Date: June 05, 2025

**PROPOSAL FOR VENDED MEAL
PROGRAM FOR EMERYVILLE CHILD**



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1. COVER LETTER

Latin Asian Fusion

1402 Camden Avenue

Campbell, CA 95008

Phone: (415) 583-3130

Email: office@latin-asian-fusion.com

Date: 05 June, 2025

To:

City of Emeryville

Attn: City Clerk

1333 Park Avenue Emeryville, CA 94608

Re: Proposal For Vended Meal Program For Emeryville Child Development Center

Dear City Clerk and Evaluation Committee,

We are pleased to submit our proposal in response to the City of Emeryville's Request for Proposals for the Vended Meal Program at the Emeryville Child Development Center (ECDC). Latin Asian Fusion – Samuel and Lucas Food Trucks Company is an experienced, community-focused catering company specializing in a unique blend of Latin and Asian cuisines, enhanced by Mediterranean, French, and Italian influences. Since 2018, we have proudly served the Bay Area with healthy, diverse, and culturally inspired meals made from fresh, responsibly sourced ingredients.

Our proposal outlines our full compliance with the Child and Adult Care Food Program (CACFP) standards and our ability to meet the City's specific expectations for quality, safety, and customization. We offer:

- Nutritionally balanced, CACFP-compliant menus tailored for children ages 1–5
- Allergy-conscious and culturally inclusive meal planning
- Daily delivery using temperature-controlled equipment
- Educational engagement through food and nutrition themes
- Transparent pricing with no hidden costs

We are committed to delivering meals that nourish not only the bodies of young learners but also reflect the values of diversity, sustainability, and partnership that define the Emeryville community.

Thank you for the opportunity to participate in this important initiative. We look forward to the possibility of working with the Emeryville Child Development Center to support the well-being and growth of its students. Please do not hesitate to contact us with any questions or requests for clarification.

Sincerely,



Roddy Diaz and Liz Diaz

Manager / CEO

Latin Asian Fusion Kitchen – Samuel and Lucas Food Trucks Company

1402 Camden Avenue, Campbell, CA 95008

Phone: (415) 583-3130 – 888-885-1556

Email: office@latin-asian-fusion.com

2. EXECUTIVE SUMMARY

Latin Asian Fusion – Samuel and Lucas Food Trucks Company is pleased to submit this proposal to provide high-quality, nutritious, and culturally diverse meals for the Emeryville Child Development Center (ECDC). Established in 2018, our company brings over six years of experience in delivering fusion cuisine that blends Latin American and Asian flavors, with additional Mediterranean, French, and Italian influences. We are a community-focused, independently owned business with a strong commitment to sustainability, food safety, and child-centered service.

Our proposal fully aligns with the City of Emeryville's goals for the Vended Meal Program and complies with the Child and Adult Care Food Program (CACFP) guidelines. We will provide lunch and milk services—with optional snack and breakfast services—that are nutritionally balanced, visually appealing, and tailored to meet the dietary, cultural, and allergy-related needs of children aged 1 to 5.

Key highlights of our proposal include:

- **Customized 21-day CACFP-compliant menu cycles**, featuring fresh fruits, vegetables, whole grains, and organic ingredients where possible.
- **Dedicated food safety protocols**, including proper temperature control, compliant packaging, and licensed food preparation facilities inspected by Alameda County.
- **Daily delivery service** using insulated containers to maintain optimal food temperatures.
- **Bilingual nutrition education materials** and cultural enrichment through themed meal offerings.
- **Flexible service options**, including vegetarian meals and field trip bag lunches, all aligned with CACFP reimbursement eligibility.

We propose competitive, all-inclusive pricing for three meal plan options, and our services will be fully operational by the contract start date of September 2, 2025. We welcome the opportunity to partner with ECDC to support the health, growth, and development of its students through high-quality, inclusive meals that families can trust.

We are confident that our culinary approach, operational reliability, and focus on compliance and collaboration will make us a strong partner for the City of Emeryville's Vended Meal Program.

3. COMPANY OVERVIEW:

Latin Asian Fusion – Samuel and Lucas Food Trucks Company was founded in 2018 with a passion for bringing people together through bold, multicultural cuisine. Our innovative food service blends the rich culinary traditions of Latin America and Asia, incorporating additional global influences such as Mediterranean, French, and Italian flavors. From food truck events to institutional catering, we have earned a reputation for delicious, wholesome meals that celebrate diversity, quality, and community.

We operate with a strong emphasis on **sustainability**, **food integrity**, and **local sourcing**. Our meals are made from scratch using fresh, responsibly sourced ingredients, with a commitment to avoiding artificial additives, trans fats, high-fructose corn syrup, and other harmful components. We are a nut-free operation and fully compliant with all local and state food safety standards.

As a community-rooted business, we prioritize partnerships with educational institutions and organizations that share our commitment to nurturing the next generation with nutritious and culturally inclusive food.

Our Company Profile



Company Name: Latin Asian Fusion

Contact Person: Roddy and Liz Diaz

Title: Owner/Chief Executive Officer

Email: office@latin-asian-fusion.com

Years in Business 10 years in business

Phone: (415) 583-3130

Address: 1402 Camden Avenue, Campbell, CA 95008

Vision Statement

To be a leading provider of culturally inspired, health-forward meals that nourish communities and empower children to thrive through food that reflects the richness of our shared world.

Mission Statement

Our mission is to deliver high-quality, diverse meals that meet the highest standards of nutrition, safety, and taste. We strive to serve every child with food that is fresh, inclusive, and aligned with family and community values—while fostering sustainability, collaboration, and educational engagement through food.

4. SCOPE OF WORK

Latin Asian Fusion – Samuel and Lucas Food Trucks Company will deliver comprehensive, CACFP-compliant vended meal services to the Emeryville Child Development Center (ECDC) with a focus on food quality, safety, cultural inclusivity, operational efficiency, and customer responsiveness. Our approach is rooted in best practices for early childhood nutrition programs, customized meal planning, and collaborative service delivery.

Meal Planning and Menu Design

Our menus are designed in full compliance with Child and Adult Care Food Program (CACFP) requirements and reviewed by a certified nutritionist. Each 21-day cycle menu is:

- Developed with the nutritional needs of children aged 1–5 in mind
- Includes daily servings of fresh fruits and/or vegetables, whole grains, and lean proteins
- Features meals free of artificial trans fats, high-fructose corn syrup, nitrates/nitrites, and artificial additives
- Incorporates diverse flavors inspired by Latin, Asian, Mediterranean, and American cuisine
- Customizable to accommodate food allergies, dietary restrictions, and cultural preferences (e.g., vegetarian, dairy-free, gluten-free, halal-friendly)

We provide ECDC with a printed and digital version of the monthly menu at least one week prior to the end of each month, allowing time for review and coordination.

Meal Preparation and Packaging

Meals are prepared daily in our licensed commercial kitchen, which complies with all Alameda County Environmental Health regulations. Preparation procedures follow HACCP (Hazard Analysis and Critical Control Point) protocols to ensure food safety and temperature control.

- Meals are portioned and packaged in sealed, compostable containers
- Each meal includes clearly labeled components and allergen information
- Milk (whole, low-fat, lactose-free, or soy) is refrigerated and delivered in compliance with CACFP milk service standards
- Field trip meals are packed as grab-and-go “bag lunches” that meet CACFP requirements

Delivery and Logistics

We operate a reliable daily delivery system to ECDC using insulated vehicles, electric boxes and food-safe containers to ensure meals are delivered:

- On time daily between 9:30 AM and 10:00 AM
- At safe serving temperatures (hot $\geq 141^{\circ}\text{F}$, cold $\leq 40^{\circ}\text{F}$)
- With a signed delivery log for recordkeeping

We maintain a backup vehicle and alternate delivery staff in case of emergencies or vehicle failure, ensuring service continuity.

Temperature Control and Food Safety

We strictly follow California Department of Public Health guidelines and the Alameda County Environmental Health Division’s requirements for food safety:

- Food temperatures are recorded prior to transport and upon arrival
- All staff are ServSafe certified
- Our kitchen undergoes monthly internal inspections and regular county inspections
- We maintain daily logs for cooking, holding, and cooling

Recordkeeping and Compliance

To ensure ECDC's compliance with CACFP and reimbursement guidelines, we provide:

- Daily delivery records and meal counts
- Nutrient breakdowns and menu production records
- Supporting documentation for ingredient sourcing and substitutions
- Access to menus and nutritional data in editable formats (Excel or PDF)

We assist in preparing documentation for audits and maintain records for a minimum of 3 years, as required.

Responsiveness and Collaboration

We assign a dedicated account manager who will:

- Conduct monthly check-ins with ECDC staff
- Coordinate on any menu changes, allergy updates, or cultural food requests
- Respond to inquiries or service issues within 1 business day
- Provide alternate meal options on short notice when needed

We are committed to building a collaborative relationship with ECDC and maintaining open, ongoing communication throughout the contract term.

Nutrition Education and Parent Engagement

To enrich the educational experience, we will provide:

- Monthly bilingual nutrition flyers (English/Spanish)
- “Eat the Rainbow” and “Global Tastes” classroom activities
- Access to a seasonal produce calendar for teachers and families
- Themed meals and cultural food celebrations (e.g., Lunar New Year, Hispanic Heritage Month)

Continuous Quality Improvement

We implement a feedback and quality assurance process that includes:

- Quarterly satisfaction surveys for staff and parents
- Optional tasting sessions with educators and administrators

- Ongoing evaluation of ingredient sourcing, menu diversity, and delivery punctuality
- Immediate action plans for any reported service issues

Our technical approach prioritizes compliance, nutrition, reliability, and community impact, making us a trusted partner for ECDC's vended meal program.

Sample Meals
(Individual Containers)

Week A	Monday	Option 1 (Meat)	Chicken Tenders + Tots/Homefries
		Option 2 (Vegetarian)	Grilled Cheese Sandwich + Tots/Homefries
	Tuesday	Option 1 (Meat)	Cheeseburger + Side of Fruit
		Option 2 (Vegetarian)	Veggie Burger w/ Cheese + Side of Fruit
	Wednesday	Option 1 (Meat)	Spaghetti/Pasta Marinara + Meatballs
		Option 2 (Vegetarian)	Spaghetti/Pasta Marinara + Parmesan Broccoli
	Thursday	Option 1 (Meat)	Pancakes, Sausage + Syrup Dipper
		Option 2 (Vegetarian)	Pancakes, Scrambled Eggs + Syrup Dipper
	Friday	Option 1 (Meat)	Chicken Quesadilla w/ Rice + Beans
		Option 2 (Vegetarian)	Cheese Quesadilla w/ Rice + Beans

Week B	Monday	Option 1 (Meat)	Bacon Scramble Breakfast Bowl + Muffin
		Option 2 (Vegetarian)	Veggie Scramble Breakfast Bowl + Muffin
	Tuesday	Option 1 (Meat)	Turkey Cheddar Sub + Potato Chips
		Option 2 (Vegetarian)	Two-Cheese Sub + Potato Chips
	Wednesday	Option 1 (Meat)	Chicken Alfredo Pasta + Steamed Broccoli
		Option 2 (Vegetarian)	Tomato Alfredo Pasta + Steamed Broccoli
	Thursday	Option 1 (Meat)	Chicken Noodle Soup + Dinner Roll
		Option 2 (Vegetarian)	Tomato Soup + Dinner Roll
	Friday	Option 1 (Meat)	Slice of Pepperoni Pizza + Fruit Cup
		Option 2 (Vegetarian)	Slice of Cheese Pizza + Fruit Cup

SAMPLE SIDE ITEMS

(Offered every day; School to dictate "must-haves")

Side of Seasonal Fresh Fruit Cup
Side Garden Salad w/ Ranch
Side Soup Cup
Side Cookie or Brownie

Kids Meal Structure

Price: \$6.50–\$7.50 (depending on protein choice)

Includes:

Main Entrée (6 oz – 9 oz)

Add-On Options

Extra/Side (+\$2.99–\$3.99)

Kids Milk and Apple Juice \$2.75

5. REFERENCES:

Client Reference#01:

Name	Title	Contact Information
Lynn C. Yang	Asset Manager	Phone: 831-430-5150

Address of Organization

Scotts Valley, CA 95066

Client Reference#02:

Name	Title	Contact Information
Conor McCarthy	Director of Lending	Phone: (914) 629-0685
Address of Organization	Grow America Fund, Inc.	

Client Reference#03:

Name	Title	Contact Information
Susan Krueger	Executive Assistant	Phone: 650-245-0384

Address of organization

777 Mariners Island Blvd., Suite 250

6. METHODOLOGY APPROACH

Latin Asian Fusion – Samuel and Lucas Food Trucks Company applies a systematic, results-driven methodology to the planning, production, delivery, and management of meals for early childhood programs. Our methodology ensures compliance with all applicable local, state, and federal regulations (including CACFP), while delivering high-quality, nutritious, and child-friendly meals in a reliable and collaborative manner.

Step 1: Needs Assessment & Initial Planning

Upon contract award, we will meet with the Emeryville Child Development Center (ECDC) leadership to:

- Review meal service expectations, cultural considerations, and dietary needs
- Conduct a site assessment (delivery logistics, food drop-off location, storage capacity)
- Identify allergy restrictions and create a centralized allergy profile
- Establish communication protocols and points of contact

This foundational step ensures services are customized to ECDC's operational realities and nutritional goals.

Step 2: Menu Development and CACFP Compliance

Our culinary and nutrition teams co-develop 21-day cycle menus that:

- Adhere strictly to CACFP meal pattern requirements
- Provide appropriate portions for each age group
- Avoid restricted items such as nuts, high-fructose corn syrup, artificial colors/flavors, and processed meats with nitrates
- Feature a balance of familiar and global flavors to support cultural inclusion

- Are reviewed and adjusted monthly based on child participation, feedback, and seasonality

Menus are submitted to ECDC in advance and can be modified collaboratively to reflect community input.

Step 3: Procurement and Ingredient Sourcing

We maintain relationships with trusted local and regional suppliers to ensure consistent access to:

- Fresh, seasonal produce (organic when available)
- Antibiotic-free proteins
- Whole grains and minimally processed ingredients
- Milk that is BST-free, with lactose-free and soy alternatives

Our sourcing decisions are guided by principles of food safety, sustainability, and equity.

Step 4: Meal Preparation and Quality Control

Meals are prepared in our licensed commercial kitchen by trained foodservice staff under the supervision of a certified kitchen manager. We implement:

- Standard Operating Procedures (SOPs) for food safety, hygiene, and allergen separation
- HACCP-based food handling and temperature monitoring
- Routine pre-service quality assurance checks for appearance, texture, and taste
- A daily checklist to ensure proper packaging, labeling, and portioning

Our kitchen is inspected regularly by Alameda County Environmental Health and operates well above minimum compliance levels.

Step 5: Packaging and Delivery

Meals are:

- Packed in eco-friendly, single-use compostable containers
- Clearly labeled with meal type, date, allergens, and reheating/storage instructions if needed
- Transported using insulated containers in temperature-controlled vehicles

We deliver to ECDC daily, between 9:30 AM and 10:00 AM, and confirm receipt via a signed delivery log.

Step 6: On-Site Support and Responsiveness

We remain engaged with ECDC throughout the contract period by:

- Assigning a dedicated account manager as the primary liaison
- Conducting monthly check-ins to review service satisfaction and upcoming needs
- Providing alternate meals within 24 hours if dietary requirements change
- Offering on-call support for last-minute enrollment or field trip changes

Our customer service model is rooted in accessibility, accountability, and partnership.

Step 7: Recordkeeping and Reporting

To support ECDC's participation in CACFP and ensure full audit-readiness, we maintain and provide:

- Daily meal count logs and delivery receipts
- Nutrient breakdowns and production records
- Documentation of ingredient sourcing and substitution justifications
- Allergy management logs and incident tracking (if applicable)

All records are stored securely and shared electronically in formats compatible with ECDC systems.

Step 8: Evaluation and Continuous Improvement

We apply a structured improvement process:

- Quarterly review meetings with ECDC administrators
- Staff and family satisfaction surveys
- Monitoring KPIs such as delivery timeliness, menu appeal, and issue resolution time
- Adjusting menus, logistics, or protocols based on feedback and performance metrics

We welcome constructive feedback and treat it as a core element of our service philosophy.

Our methodology ensures that every meal we provide is safe, nutritious, and tailored to the unique needs of the ECDC community. By following a clear, collaborative, and compliance-focused approach, Latin Asian Fusion – Samuel and Lucas Food Trucks Company delivers not just food—but a dependable, responsive, and enriching meal experience for children, families, and staff.

7. STRATEGIC WORK PLAN

Objective:

To provide high-quality, CACFP-compliant meals to children ages 1–5 at ECDC while ensuring food safety, cultural inclusivity, delivery reliability, and compliance with City, State, and Federal guidelines.

Phase 1: Pre-Implementation (June – August 2025)

Milestone	Description	Responsible	Deadline
Contract Finalization	Execute contract, confirm start date and deliverables	Latin Asian Fusion / City	June 30, 2025
Site Visit & Needs Assessment	Meet with ECDC staff, review kitchen, delivery logistics, and dietary needs	Operations Manager	July 5, 2025
Staffing & Role Assignment	Assign dedicated account manager and backup delivery team	Director of Operations	July 10, 2025
Menu Development & Approval	Submit 21-day CACFP-compliant menu for review and feedback	Nutritionist + Culinary Lead	July 15, 2025
Permits & Compliance Documentation	Submit health permit, insurance certificates, food safety records	Compliance Officer	July 20, 2025
Communication Protocol Setup	Define primary contacts, issue resolution chain, feedback loop	Account Manager	July 25, 2025
Mock Delivery & Testing	Conduct test delivery run to ensure timing, temperature, and documentation	Logistics Team	August 10, 2025
Staff Training & Allergen Procedures	Train all staff on food safety, CACFP rules, ECDC-specific protocols	Training Coordinator	August 15, 2025

Phase 2: Program Launch (September 2025)

Milestone	Description	Responsible	Deadline
First Official Delivery Day	Begin service with Meal Plan A, B, or C (as selected)	Logistics + Culinary Teams	September 2, 2025
Daily Delivery and Logging	Provide meals, collect signed logs, verify temperature compliance	Delivery Driver	Daily
Weekly Menu Reports	Submit ingredient and allergen documentation to ECDC	Account Manager	Weekly (Fridays)
Feedback Monitoring	Collect informal feedback from ECDC staff	Account Manager	Weekly
Emergency Protocol Review	Confirm procedures for menu substitutions or service interruptions	Account Manager	September 15, 2025

Phase 3: Routine Operations (October 2025 – August 2026)

Milestone	Description	Responsible	Frequency
Monthly Menu Cycle Updates	Submit new 21-day menu for upcoming month	Nutritionist	Monthly (by 25th)
Allergy & Enrollment Updates	Confirm changes to dietary needs and headcounts	ECDC + Account Manager	Monthly
Field Trip Bag Lunch Coordination	Accept and prepare CACFP-compliant to-go meals	Culinary + Logistics Teams	As requested
Food Safety Inspections	Conduct internal kitchen audit and sanitation review	Compliance Officer	Monthly
Temperature Logs and CACFP Compliance	Submit delivery logs, meal counts, and backup documentation	Account Manager	Monthly
Communication with ECDC Leadership	Check-in meeting or call to review performance and resolve issues	Account Manager	Monthly
Feedback Loop with Parents (Optional)	Provide flyers, nutrition info, or brief surveys	Community Engagement Lead	Quarterly

Phase 4: Quality Assurance and Continuous Improvement

Milestone	Description	Responsible	Timeline
Quarterly Service Evaluation	Assess delivery, satisfaction, menu quality, and compliance	Director of Operations	Dec 2025 / Mar / Jun
Staff Refresher Training	Provide updated training on safety and CACFP changes	Training Coordinator	January & June 2026
Mid-Year Review with ECDC	Joint planning session for the next cycle	Account Manager	March 2026
End-of-Year Reporting	Compile full compliance documentation and service performance summary	Compliance Officer	August 2026
Renewal Planning	Discuss renewal options, improvements, and contract transition	Owner + ECDC Leadership	July–August 2026

KPIs and Success Metrics

Key Performance Indicator (KPI)	Target
On-time Delivery Rate	98% or higher
Meal Compliance Rate (CACFP)	100%
Temperature Compliance	100% (with log documentation)
Allergy Accommodation Accuracy	100%
Staff Satisfaction Rating	90% or higher in quarterly survey
Family Feedback Engagement	Minimum 2 engagement activities/year
Complaint Response Time	Within 1 business day

This strategic work plan ensures that Latin Asian Fusion – Samuel and Lucas Food Trucks Company delivers a high-quality, fully compliant, and responsive meal service to ECDC. Through structured planning, active communication, and a commitment to continuous improvement, we are prepared to meet and exceed the expectations of the City of Emeryville throughout the contract term.

8. MANAGEMENT APPROACH & STAFFING PLAN:

Our management model is built on clear lines of responsibility, cross-functional collaboration, and accountability at every level. While we prefer not to include individual names in this section, our roles and responsibilities are defined as follows:

Key Roles and Responsibilities:

Role	Responsibilities
Program Director	Oversees full contract performance, budget, compliance, and client relationship
Operations Manager	Manages kitchen operations, staffing, scheduling, and service delivery logistics
Account Manager (ECDC)	Primary point of contact for ECDC; handles day-to-day communication and adjustments
Executive Chef / Nutritionist	Designs menus and ensures meals meet CACFP and cultural standards
Compliance Officer	Maintains documentation, inspections, and food safety standards
Delivery Coordinator	Oversees transportation routes, drivers, and daily delivery timeliness
Backup Coordinator	Ensures continuity of service in case of staff illness, emergencies, or absences

This team ensures each operational area (planning, preparation, delivery, compliance, and communication) is actively monitored and continuously improved.

Staffing Plan and Workforce Management

We employ a **dedicated team** of culinary professionals, delivery drivers, and support staff who are:

- **Trained in CACFP compliance**, allergen protocols, and child nutrition best practices
- **ServSafe certified** and trained in food handling, cross-contamination prevention, and kitchen hygiene
- Cross-trained to provide **coverage during absences**, ensuring uninterrupted service

We schedule staff based on service volume and site needs. Staff performance is monitored through regular evaluations, kitchen audits, and delivery checklists.

Communication and Coordination with ECDC

A central part of our management approach is maintaining **strong, responsive communication** with ECDC leadership and staff. We will:

- Assign a **dedicated Account Manager** to be your main point of contact
- Schedule **monthly check-ins** to review feedback, updates, and upcoming needs
- Maintain a **real-time communication channel** (phone/email/text) for urgent issues or changes
- Document all requests, concerns, and actions through a **shared service log**

We proactively notify ECDC of any menu changes, substitutions, or delivery issues, and we respond to all inquiries **within one business day**.

Quality Assurance and Compliance Monitoring

We implement a comprehensive Quality Assurance Program that includes:

- Daily temperature logs and delivery verification
- Internal audits of kitchen processes and sanitation
- Menu documentation and CACFP production records
- Ongoing training updates and compliance tracking reports

The Compliance Officer is responsible for monitoring and maintaining all regulatory documentation and will assist ECDC with audits or site inspections as needed.

Risk Management and Continuity Planning

We mitigate risks and ensure service continuity through:

- Redundant staffing and on-call personnel for key positions
- A backup delivery vehicle and alternate routes in case of traffic or vehicle issues
- Established emergency meal protocols for field trip changes, unplanned absences, or kitchen disruptions
- A clear incident reporting system to document and resolve service issues quickly

All incidents are reviewed in monthly operations meetings and used to inform corrective action and prevention strategies.

Continuous Improvement

Our management team uses data, feedback, and collaboration to improve services over time. Key strategies include:

- **Quarterly performance reviews** with ECDC
- **Family and staff satisfaction surveys**
- Review of delivery accuracy, meal satisfaction, and responsiveness metrics
- **Menu adaptation** based on child preference trends, seasonality, and cultural events

We actively incorporate community feedback and changing needs into our operations and planning process.

Commitment to Equity, Inclusion, and Respect

Our leadership fosters a workplace and client service culture rooted in:

- Cultural awareness and inclusion
- Respect for family dietary practices and religious food restrictions
- Language access (bilingual communication materials where appropriate)

- Dignity in service, especially when addressing special dietary needs or limited-resource households

We believe every child deserves safe, delicious, and inclusive meals—prepared and delivered with care.

Our management approach emphasizes structure, communication, flexibility, and accountability. Through experienced leadership, dedicated staff, and a proactive service philosophy, Latin Asian Fusion – Samuel and Lucas Food Trucks Company is fully prepared to deliver excellent meal services to the Emeryville Child Development Center—on time, every day, and with integrity.

9. RESUMES OF KEY PERSONNELS:



ZHIJIAN LI

SCOTTS VALLEY, CA

CONTACT

- ☎ 626 675 8913
- ✉ panda831017@gmail.com
- in linkedin.com/in/zhijian-liz-li-3b279b155

EDUCATION

Oxford Brookes University, 2008
Hospitality & Tourism
Management Degree

Hasting College, 2003
Business Foundation

AWARDS AND HONORS

- Real Estate Management

PROFESSIONAL AFFILIATIONS

- Chamber of Commerce Scotts Valley

TECHNICAL PROFICIENCIES:

- Windows, Linux (Red Hat, Ubuntu)
- Mac OS, Microsoft Exchange, Active Directory
- Microsoft Office Suite, Microsoft Project, Visio, Access, servers, routers
- Yardi Property Management, wireless LAN, SAP EDMS/Documentum, Visual Basic

LANGUAGES:

- English, Mandarin

INTERESTS:

- Sailing (competitive), tennis (recreational), skiing, golfing, fly-fishing, collecting antiques, photography, literature

PROFILE

Highly accomplished, detail-oriented, and proactive property management professional with the leadership experiences necessary to guide and support efficient and cost-effective property operations, positive tenant relations, high-quality facilities maintenance, vendor relationship management, and financial and reporting oversight. Recognized for delivering excellent operations support in fast-paced environments, with the skillset to evaluate and synthesize complex information, manage key projects, maintain security, liaise with internal and external stakeholders, and lead diverse individuals.

WORK EXPERIENCE

- **Commercial Property Manager, SV Enterprise Management Inc.,** March 2018 – Present
Scotts Valley, CA
 - Chart a successful course for the daily operations of a 30-acre commercial property valued at \$200 million with a full-service gym, full production kitchen, and featuring HP and UC Santa Cruz as anchor tenants.
 - Manage the international main office in China's local operations, including maintenance, tenant relations, and vendor management.
 - Oversee all financial aspects of the property, such as lease negotiation and management terms and conditions compliance, and tracking and reporting \$10 million in annual revenue.
 - Build and nurture productive relationships with landlords, tenants, and vendors, including navigating vendor contract negotiations.
 - Safeguard the property, tenants, and customers by planning and implementing a security strategy.
 - Coordinate multi-million-dollar IT and tenant improvement projects and banking, accounting, and automated systems.
 - Align report preparation, CAM calculation, and other owner documentation with the management agreement.
 - Conduct property inspections to ensure buildings are in excellent condition and to identify any potential risks.
 - Facilitate continuous property compliance with City of Scotts Valley and Santa Cruz regulations by managing building planning, health department, and water permits.
- **Property Manager Assistant, SV Enterprise Management Inc.,** September 2016 to February 2018
Scotts Valley, CA
 - Negotiated and enforced leases using an eye for detail and strong customer relations abilities.
 - Investigated and resolved tenant complaints, enforced rules of occupancy, inspected vacant units, completed repairs, planned renovations, and contracted with landscaping services.
 - Played a key role in delivering company financial objectives by collecting rents, paying bills, forecasting requirements, assisting in the preparation of monthly and annual budget, scheduling expenditures, and initiating corrective action.
 - Maintained current information related to all applicable laws and regulations.
 - Applied strong knowledge of current company processes and procedures to operational activities and oversight.
- **Fleet Management, Kingstone Transportation Inc.,** March 2015 to September 2016
Ontario, CA
 - Orchestrated all aspects of dispatching and management for a fleet of 13 trucks and drivers.
 - Cultivated positive relationships with brokers and vendors through excellent communication.
 - Fueled an 18% revenue increase in two quarters through adept cost monitoring and control during the light season.
 - Consistently attained revenue targets with strong P&L statements.
 - Liaised between team members and external parties and coordinated meetings.
 - Contributed to the development of cost estimates and management of the budget.
 - Drove adherence of operations and outcomes to quality standards by implementing quality assurance and quality control measures.
- **Previous Experience**
Gu Yue Xuan Restaurant, 2009 to 2015 | RESTAURANT OWNER
Intercontinental Hotel Qingdao, 2008 to 2012 | INTERCONTINENTAL MANAGEMENT TRAINEE/SALES EXECUTIVE


RODDY DIAZ

121 Woodhill Drive
Scotts Valley, CA 95066
415.583.3130

foodtrucks@latin-asian-fusion

*My mission in life is to make the world
more convenient!*

ABOUT

Ambitious, innovative and customer service oriented professional with more than 10 years of experience in the event and food industry. Expert in generating and booking high volume business event orders while demonstrating exemplary client satisfaction protocols. Exceptional convincing skills, proven ability to solicit sales through assigned accounts, potential clients and prospective parties

SKILLS & COMPETENCIES

- Food and Beverage budgeting
- Team development
- Scheduling
- Event planning
- Decorating
- Sales maximization
- Customer service
- Vendor relations
- Leadership
- Future focused

EXPERIENCE

GENERAL MANAGER | 2017 – 2019

Enterprise Technology Center Corporate Campus

- Responsible for food and beverage daily operations, including Culinary, Restaurant, and Banquets/Catering.
- Responsible to oversees the development and implementation of departmental strategies and ensures implementation of the brand service strategy and brand initiatives.
- The position ensures the food and beverage/culinary operation meets the brand's target customer needs, ensures employee satisfaction, and focuses on growing revenues and maximizing the financial performance of the operations.

GENERAL MANAGER | 2017 – 2017

Zona Rosa Restaurants-Los Gatos and San Jose

CATERING & EVENT MANAGER | 2016 – 2017

Bon Appetit Management Company-Oakland Raiders, HP, Microsoft and Mills College.

CATERING & EVENT MANAGER | 2016 – 2016

Curry Up Now- San Francisco, San Mateo, San Jose,

OWNER/DIRECTOR OF OPERATIONS | 2012 – 2015

Blue Fire Events & Xpress Waiters Inc.

GENERAL MANAGER | 2011 – 2012

Restaurants on the Run Catering and Events.

OPERATIONS MANAGER | 2002 – 2009

Securitas Security Services USA, Inc.

LANGUAGES

Spanish – English

STRENGTHS

*Hard-worker Motivator &
leader Persuasive*

EDUCATION

University of Phoenix
Business Management
2009-2012

Evergreen Valley College
Administration of Justice
2002 - 2006

10. COMPANY LICENSE AND INSURANCE CERTIFICATES:

CITY OF CAMPBELL BUSINESS LICENSE		2024 - 2025	
<i>"For Services Provided in the City of Campbell, California Only"</i>		TO BE POSTED IN A CONSPICUOUS PLACE AND NOT TRANSFERABLE OR ASSIGNABLE.	
Business Name	SAMUEL & LUCAS FOOD/TRUCKS COMPANY	Business Type	RETAIL: EATING PLACES
Business Location	1402 CAMDEN AVE CAMPBELL, CA 95008-6704	License Number	034339
Business Owner(s)	ZHIJIAN LI	Established Date	September 28, 2022
		Expiration Date	August 31, 2025
THIS BUSINESS LICENSE DOES NOT PERMIT A BUSINESS THAT IS OTHERWISE PROHIBITED.		For all inquiries regarding this license, contact the Finance Department at (408) 866-2174.	

SAMUEL & LUCAS FOOD TRUCKS COMPANY:
09/01/2024

License Number: 034339

Date of Issue:

Thank you for your payment on your City of Campbell Business License. ALL LICENSES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST. If you have questions concerning your business license, contact the Business Support Center via email at: or by telephone at (408) 866-2174.

Keep this portion for your license separate in case you need a replacement for any lost, stolen, or destroyed license. A fee may be charged for a replacement or duplicate license.

This certificate does not entitle the holder to conduct business before complying with all requirements of the City of Campbell's Municipal code and other applicable laws, nor to conduct business in a zone where conducting such business violates law.

If you have a fixed place of business within the City of Campbell please display the Business License above in a conspicuous place at the premises. Otherwise, every Business License holder not having a fixed place of business in the City shall keep the Business License upon his or her person, or affixed in plain view any car, vehicle, van or other movable structure or device at all times if required by the Collector.

Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

The person, firm, or corporation named above is granted this business license pursuant to the provisions of the City Business License Ordinances to engage in, carry on, or conduct the business, trade, calling, profession, exhibition, or occupation described above. Issuance of the license is not an endorsement, nor certification of compliance with other ordinances or laws, nor an assurance that the proposed use is in conformance with the city zoning regulations. This license is issued without verification that the licensee is subject to or exempt from the licensing by the State of California. Valid only within the City of Campbell city limits. CITY MUST BE NOTIFIED ON ANY CHANGE IN OWNERSHIP, LOCATION, OR CLOSURE ANNUAL TAX PAYMENT DUE ON OR BEFORE THE EXPIRATION

BUSINESS TAX CERTIFICATE		CITY OF FREMONT	
The business named below has registered with the City of Fremont for Business Tax. The acceptance of the tax and the issuance of this Business Tax Certificate entitles the holder to operate a business in the City of Fremont. Acceptance of the tax and issuance of this Business Tax Certificate does not constitute evidence that such business is in compliance with zoning or other applicable regulations or laws.		Revenue Division 39550 Liberty Street Fremont, California 94538 (510) 494-4790	
Business Name:	LATIN ASIAN FUSION	BUSINESS TAX ACCOUNT #:	099914
Business Location:	1402 CAMDEN AVE CAMPBELL, CA 95008-6704	Taxpayer I.D. #:	84-2738183
Business Owner(s):	SAMUEL AND LUCAS FOOD TRUCKS COMPANY	Expiration Date:	March 31, 2026
LATIN ASIAN FUSION 1402 CAMDEN AVE CAMPBELL, CA 95008-6704		Description:	CATERING SERVICES IN FREMONT
TO BE POSTED IN A CONSPICUOUS PLACE- NON TRANSFERABLE			

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	
SELLER'S PERMIT	
September 30, 2019 ACCOUNT NUMBER 225248384 - 00001 LATIN ASIAN FUSION SAMUEL & LUCAS FOOD TRUCKS COMPANY 121 WOODHILL DR # UNITEDSTATES SCOTT'S VALLEY CA 95066-4190	 Office of Control: Salinas Branch Office <i>NOTICE TO PERMITTEE:</i> You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.
IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS. THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS. Not valid at any other address For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711). For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798. CDTFA-442-R REV. 18 (5-18)	

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also required to know and charge the correct sales or use tax rate, including any local and district taxes. The tax rate applicable to your sales or use may not necessarily correspond to the tax rate of your business address displayed on this permit. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division



ENVIRONMENTAL HEALTH PERMIT

PERMIT HOLDER IS RESPONSIBLE FOR THIS PERMIT:

Renew on or before expiration date. If Permit Holder does not receive renewal notice present this Permit to the address below on or before the expiration date.
Late payments are assessed penalty.

PERMIT IS NOT TRANSFERABLE & MAY BE REVOKED FOR CAUSE.

Permit is void on change of owner. New owner must apply and pay for permit(s) prior to operation or penalties will be assessed.

LATIN ASIAN FUSION
1402 N CAMDEN AVE
CAMPBELL, CA 95008

SANTA CLARA COUNTY-DEPARTMENT OF ENVIRONMENTAL HEALTH 1555 BERGER DR, SUITE 300, SAN JOSE, CA 95122716 408-918-3400		
ENVIRONMENTAL HEALTH PERMIT		
REGULATED FACILITY :	LATIN ASIAN FUSION 1402 N CAMDEN AV CAMPBELL, CA 95008	Facility ID: FA0262541 Account ID: AR1351199 Issued: 11/01/2024
OWNER NAME :	SAMUEL & LUCAS FOOD TRUCKS COMPANY	

Permit #	PT0466877	FP11 - FOOD PREP / FOOD SVC OP 0-5 EMPLOYEES RC 3
Program #	PR0385534	LATIN ASIAN FUSION
Valid From 11-01-2024 to 10-31-2025		

Program #	PR0448457	FP54 - IN COUNTY CATERING OP @ HOST FACILITY LATIN ASIAN FUSION
THE PERMANENT FOOD FACILITY PERMIT MUST BE ACTIVE AND IN GOOD STANDING IN ORDER TO OPERATE A CATERING OPERATION WHICH CAN SERVE FOOD ONLY IN CONJUNCTION WITH AN APPROVED HOST FACILITY. ANY CHANGES TO THE STANDARD OPERATING PROCEDURES REQUIRES PRE-APPROVAL FROM THIS OFFICE. THE CATERING OPERATION IS SUBJECT TO AN ANNUAL EVALUATIO		

Marilyn C. Underwood, Ph.D., Director, Department of Environmental Health
DISPLAY IN PUBLIC VIEW

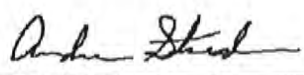
6001 rpt1.2.0.0.00

Notify Environmental Health of any change of ownership, type of business activity, business name, or billing address by calling (831) 454-2022. Failure to notify Environmental Health may result in late penalties, Permit denial or revocation, and business closure

PERMITS TO OPERATE AND ANNUAL FEE PAYMENTS ARE NOT TRANSFERABLE Permits become void on change of ownership. New owners must apply and pay for a new Permit(s) prior to beginning operation.

ZHUJIAN LI
LATIN ASIAN FUSION
121 WOODHILL DR
SCOTTS VALLEY, CA 95066

DETACH FORM HERE AND DISPLAY CONSPICUOUSLY ON THE PREMISES

	County of Santa Cruz Health Services Agency - Environmental Health 701 Ocean Street, Room 312, Santa Cruz, CA 95060 (831) 454-2022 TDD/TTY - Call 711 www.sccdh.com EnvironmentalHealth@santacruzcountyca.gov	
REGULATED FACILITY:	LATIN ASIAN FUSION SANTA CRUZ COUNTY SANTA CRUZ, CA 95060	Owner ID : OW0010176 Facility ID : FA0009033 Account ID : AR0011254 Issued : 12/19/2024
OWNER NAME:	ZHUJIAN LI	
PR0018106	1633 MFF - FOOD PREPARATION Valid From 12/1/2024 to 12/1/2025 LICENSE # 2015952/ DECAL #7092	
		 Andrew Strader Environmental Health Director
Permits to operate and Annual Fee Payments are NOT TRANSFERABLE. Those referenced above are valid ONLY for this owner: ZHUJIAN LI. Permits become VOID on change of ownership. New owners must apply and pay for a new Permit(s) PRIOR to beginning operation or penalties will be assessed.		
THIS FORM MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES		

**STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE**

CATERER PERMIT

VALID FROM

Feb 01, 2025

SAMUEL & LUCAS FOOD TRUCKS COMPANY
1402 CAMDEN AVE
CAMPBELL, CA 95008

EXPIRES

Jan 31, 2026

TYPE NUMBER DUP

58 650385 1

AREA CODE

4302 25

BUSINESS ADDRESS DBA: LATIN ASIAN FUSION
(IF DIFFERENT)

RENEWAL

CONDITION

OWNERS SAMUEL & LUCAS FOOD TRUCKS COMPANY



IMPORTANT INFORMATION

EFFECTIVE PERIOD: This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/dataport/LQSMenu.html>.

RENEWAL NOTICES: Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

RENEWAL DATE It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

RENEWAL PAYMENTS: Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. ☐ renewal ☐ must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

SEASONAL LICENSE It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

POSTING: Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

CONDITIONS: A copy of all applicable conditions must be kept on premises.

LICENSEE NAME: Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by ~"AND XX OTHERS~". All names are on file and available upon request from your local ABC office.

DBA: If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distmap.html>.

NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.

<http://www.abc.ca.gov>

 @ca_abc

 CaliforniaABC

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License Serial# 3114653

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE
ON-SALE BEER AND WINE - EATING PLACE

VALID FROM

Feb 01, 2025

SAMUEL & LUCAS FOOD TRUCKS COMPANY
1402 CAMDEN AVE
CAMPBELL, CA 95008

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ALCOHOLIC BEVERAGE LICENSE
CATERER PERMIT

VALID FROM

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License Serial# 3114653

**STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE
ON-SALE BEER AND WINE - EATING PLACE**

VALID FROM

Feb 01, 2025

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<http://www.abc.ca.gov>
 @ca_abc

 CaliforniaABC

Page 1

License Serial# 3114653


CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KCAL INSURANCE AGENCY/PHS 72254915 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251		CONTACT NAME: PHONE: (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED SAMUEL & LUCAS FOOD TRUCKS COMPANY DBA LATIN ASIAN FUSION 121 WOODHILL DR SCOTTS VALLEY CA 95066-4190		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A: Hartford Underwriters Insurance Company	30104	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
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INSURER F:																	

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			72 SBA BE1FT4	09/15/2024	09/15/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ OCCUR CLAIMS-MADE DED: RETENTION \$ 10,000			72 SBA BE1FT4	09/15/2024	09/15/2025	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
 121 WOODHILL DR
 SCOTTS VALLEY CA 95066-4190

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.


CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CopperPoint Insurance Companies 3030 N. 3rd Street Phoenix AZ 85012-3088		CONTACT NAME: CopperPoint Insurance Companies PHONE: 602.631.2300 or 866.284.2694 FAX: 602.631.2599 EMAIL: office@latin-asian-fusion.com ADDRESS:	
INSURED Samuel & Lucas Food Trucks Company 1402 Camden Ave Campbell CA 95008		INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Compensation Insurance Company NAIC # 11555 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 1
REVISION NUMBER:

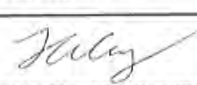
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ☐ AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC1030358	04/07/2025	04/07/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

9083 - CA - Restaurants-fast food or fast casual

CERTIFICATE HOLDER

Samuel & Lucas Food Trucks Company 121 WOODHILL DRIVE Scotts Valley CA 95066	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KCAL INSURANCE AGCY 2048 S. HACIENDA BLVD, HACIENDA HEIGHTS, CA 91745	CONTACT NAME: Progressive Commercial Lines Customer and Agent Servicing PHONE (A/C, No, Ext): 1-800-444-4487 FAX (A/C, No): E-MAIL: progressivecommercial@email.progressive.com ADDRESS: progressivecommercial@email.progressive.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: United Financial Casualty Company	
HAIC # 11770	
INSURED LEI WANG DBA: LATIN ASIAN FUSION 1402 CAMDEN AVE CAMPBELL, CA 95008	
INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES
CERTIFICATE NUMBER: 85305894971187443D041625T175704

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	985680570	02/21/2025	08/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MSB/REXCLUDED? ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	See ACORD 101 for additional coverage details.	N	N	985680570	02/21/2025	08/21/2025	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

LEI WANG DBA: LATIN ASIAN FUSION Latin Asian Fusion 1402 CAMDEN AVE CAMPBELL, CA 95008	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: _____
 LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY		NAMED INSURED	
POLICY NUMBER		Samuel & Lucas Food Trucks Company	
WC1030358		1402 Camden Ave	
CARRIER	NAIC CODE	Campbell, CA 95008	
Pacific Compensation Insurance Company	11555	EFFECTIVE DATE: 04/07/2025-04/07/2026	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

AGENCY CUSTOMER ID: _____
LOC #: _____


ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY KCAL INSURANCE AGCY		NAMED INSURED LEI WANG DBA: LATIN ASIAN FUSION 1402 CAMDEN AVE CAMPBELL, CA 95008	
POLICY NUMBER 985680570		EFFECTIVE DATE: 02/21/2025	
CARRIER United Financial Casualty Company	NAIC CODE 11770		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$300,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only
2023 FORD TRANSIT 1FTBF4XG8PKA91034

Comprehensive	\$1,000 Ded
Collision	\$1,000 w/Waiver Ded
Rental Reimbursement	\$30 Per Day (\$900 Max)
Roadside Assistance	Selected w/\$0 Ded
Medical Payments	\$5,000 each person

11. ATTACHMENT B:



City of Emeryville
CALIFORNIA

ATTACHMENT B Bid Submittal Form

TO THE CITY OF EMERYVILLE: In compliance with the notice inviting bids, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision (including cost of Workers' Compensation Insurance and all payroll taxes on such labor) to provide the above, in accordance with the Special Provisions and Specifications and City of Emeryville General and Work Conditions therefore, and further agrees to enter into a Contract therefore, at the prices listed in the accompanying proposal. All costs, except sales tax, must be included in the submittal.

NOTE:

- A. Submittal is to include the number of calendar days delivery will be made after receipt of a City of Emeryville purchase order; and
- B. This purchase requires City Council award. As such, regarding vehicles that are currently in inventory, the City must depend that the vehicle offered is available upon award. The City will notify bidders as soon as possible of the intent to award to a specific bidder and the probable Council award date. If a bidder offers a vehicle as "immediately available" but "subject to prior sale" (or similar language), the bid will not be considered and will render the entire bid submittal unresponsive.

Please indicate the total cost here and attach all required documents to follow.

COST INFORMATION	
Meal Plan A: Lunch And Milk Service	
Meal Plan B: Lunch, Milk, And Snack Service	
Meal Plan C: Lunch, Milk, Snack, And Breakfast Service	
TOTAL COST	

Total Cost (written amount):

This bid will be awarded based upon the total bid amount as written in words. Where there is a discrepancy between words and figures, words will govern.

SUBMITTED BY	
Company Name:	Latin Asian Fusion – Samuel and Lucas Food Trucks
Mailing Address:	1402 Camden Avenue, Campbell, CA 95008 (No P.O. Boxes)
Phone No.:	(415) 583-3130
Your Name:	Roddy Diaz Galarza
Signature:	
Email:	office@latin-asian-fusion.com
Your Title:	
Date:	

12. ATTACHMENT C:



City of Emeryville
CALIFORNIA

ATTACHMENT C

Exceptions to Specifications / Requirements

☒ Please check if you have **NO EXCEPTIONS** to our requirements.

List below requests for clarifications, exceptions, and amendments, if any, to the RFB and its exhibits, and submit with your Bid response.

The City is under no obligation to accept any exceptions and such exceptions may be a basis for Bid disqualification.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Latin Asian Fusion – Samuel and Lucas Food Trucks

Bidder Name

Signature

Date

13. W-9 FORM:

Click here for a fillable Form W-9 online.

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Latin Asian Fusion – Samuel and Lucas Food Trucks Company																																																				
2 Business name/disregarded entity name, if different from above																																																				
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ☐ Other (see instructions) ▶ ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.																																																				
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																				
5 Address (number, street, and apt. or suite no.) See instructions. 1402 Camden Avenue, Campbell, CA 95008		Requester's name and address (optional)																																																		
6 City, state, and ZIP code Campbell, CA 95008																																																				
7 List account number(s) here (optional)																																																				
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i>, later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> </table>			Social security number																				or										Employer identification number																			
Social security number																																																				
or																																																				
Employer identification number																																																				
Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and - I am a U.S. citizen or other U.S. person (defined below); and - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"> Sign Here Signature of U.S. person ▶ </td> <td style="width: 40%;"> Date ▶ </td> </tr> </table>			Sign Here Signature of U.S. person ▶	Date ▶																																																
Sign Here Signature of U.S. person ▶	Date ▶																																																			
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9. Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: - Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

14. ATTACHMENT F:



City of Emeryville
CALIFORNIA

ATTACHMENT F City General Requirements Appendix

Latin Asian Fusion – Samuel and Lucas Food Trucks ("Contractor") agrees to comply with the requirements set forth below.

1. GRANT REQUIREMENTS

Funds received pursuant to a grant from Alameda County Transportation Commission ("Grant") will be used to make payments required by the Agreement. By executing the Agreement, Contractor acknowledges that it has received a copy of the Grant, and will comply with its terms and conditions, as applicable.

2. INDEMNITY

To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and City's members, officers, agents, employees and volunteers, from and against any and all claims, losses, liabilities of every kind, nature and description, damages, injury (including without limitation injury to or death of an employee of Contractor or Contractor's subcontractors as well as any claim by any employee, agent, contractor or independent contractor hired or employed by Contractor that such persons or individuals are entitled to any benefit otherwise provided to employees of City, including coverage under the California Public Employee Retirement System), costs and expenses of any kind, whether actual, alleged or threatened, including, without limitation, incidental and consequential damages, court costs, reasonable attorneys' fees, litigation expenses, and fees of expert contractors or expert witnesses incurred in connection therewith and the costs of investigation, arising out of, pertaining to, or relating to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone that they control. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor. This obligation to indemnify and defend City, its members, officers, agents, employees and volunteers shall survive termination of the Agreement.

Contractor shall also agree to indemnify, defend and hold harmless City, and its members, officers, employees, agents and volunteers for any costs, including attorney's fees, expenses, damages, or liability that City may incur as a result of any proceedings chagrining infringement of any patent, copyright, or trademark by use of the produce and services furnished by Contractor.

3. BUSINESS LICENSE REQUIREMENTS

Contractor shall obtain a business license from the City of Emeryville.

City of Emeryville | Purchase Order Terms and Conditions
REV05/2025**4. CITY LABOR STANDARDS**

If the Agreement provides for compensation to Contractor of \$25,000 or more within a single fiscal year, then Contractor shall comply with the requirements of the Living Wage Ordinance set forth in Chapter 31 of Title 5 of the Emeryville Municipal Code, unless (i) Contractor is a governmental entity, (ii) this Agreement is subject to a higher prevailing wage rate as defined in the California Labor Code, or (iii) this Agreement is subject to federal or state laws or regulations that would preclude the application of the City's laws. Compliance with the Living Wage Ordinance, if applicable, shall be required during the term of the Agreement for all employees of Contractor who perform at least twenty-five percent (25%) of the work arising from this Agreement, unless said employees are otherwise exempt from the application of the Living Wage Ordinance pursuant to Section 5-31.08 of the Emeryville Municipal Code.

Contractor shall promptly provide to the City documents and information verifying compliance with the requirements of the Living Wage Ordinance within ten (10) working days following a written request for such documentation and information from the City. Failure to comply with the Living Wage Ordinance provides that a person claiming a violation thereof may bring an action against Contractor for back pay, reinstatement and compensatory damages, as well as a penalty up to three times the amount of damages for a willful violation, plus reasonable attorney's fees and costs. In addition, City may terminate the Agreement and pursue any other remedies available to the City, including debarment, for violations of the Living Wage Ordinance. Contractor shall notify each of its affected employees with regards to wages that are required to be paid pursuant to this Agreement. "Living Wage" means no less than \$16.97 per hour (which is subject to increase annually on July 1st to reflect the twelve-month average increase to the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose Metropolitan Statistical Area for the preceding year from May to April, not to exceed three percent (3%) in any one year) including wages and health benefits. If employer contributions for health benefits are not paid on an hourly basis, the employer must demonstrate to the City the hourly value of such benefits in order to receive credit for such payments to covered employees. In the event that compliance with the Living Wage Ordinance is not required, the Contractor may still be required to comply with the City's Minimum Wage, Paid Sick Leave, and Other Employment Standards Ordinance as set forth in Chapter 37 of Title 5 of the Emeryville Municipal Code, to the extent it is applicable.

5. CALIFORNIA LABOR REQUIREMENTS**5.1 Prevailing Wage Requirements**

Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

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\$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

5.2 Registration

If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Contract and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

5.3 Labor Compliance Oversight

This Contract may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

5.4 Workers' Compensation

Pursuant to the requirements of section 1860 of the California Labor Code, Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. By signing this Contract, Contractor certifies the following:

"I am aware of the provisions of section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake

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self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

6. INSURANCE REQUIREMENTS

Contractor agrees to comply with the insurance requirements as set forth in Exhibit B.