

# BAKERSFIELD CITY SCHOOL DISTRICT



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Department of Stores and Purchasing  
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BAKERSFIELD, CALIFORNIA 93305-4326  
(661) 631-4712  
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February 5, 2025

Dear Prospective Bidder:

The Bakersfield City School District is soliciting bids for fleet vehicles. Bids will be received until Tuesday, February 25, 2025, at 11:00 a.m. Faxed bids will not be accepted. Bids shall be labeled Bid #25-02-02 Fleet Service Vehicles and must be delivered to the Bakersfield City School District, Department of Stores and Purchasing, Attention: Purchasing Director, 1300 Baker Street, Bakersfield, CA 93305, as illustrated below.

BID #25-02-02  
FLEET SERVICE VEHICLES ATTENTION  
PURCHASING DIRECTOR  
1300 BAKER STREET  
BAKERSFIELD, CA, 93305

Bid opening: 2/25/2025 at 11:00 a.m.

As you prepare your response, please know that the District intends to award this Bid to the lowest, responsive, and responsible bidder per line item. Pricing must be firm for six (6) months beginning March 26, 2025. This bid will be awarded for **one (1) year and has an option for renewal for two additional one-year terms** provided both parties agree, in accordance with Education Code Section 17596 (K-12). The total potential bid life is three (3) years.

All items noted, or their equal will be considered and it is imperative that bidders clearly identify the brands, product numbers, package quantities, and unit prices for the items bid. Any ambiguities in your bid will be cause for rejection of that item. "Equal" shall be described on the bid sheet in the space provided for Alternate. "Equal" products, other than the brands specified, must be demonstrated to the district at least 5 business days prior to public bid opening. Please review the attached General Conditions and Instructions for bidding prior to preparing your bid.

All items must be bid delivered, F.O.B., Bakersfield City School District on or before June 13, 2025. Bid tabulations will be available online after the March 25, 2025 Board Meeting. If you have any questions regarding this bid package, please e-mail David West at [westd@bcasd.com](mailto:westd@bcasd.com) on or before 10:00 a.m. February 14, 2025. An addendum will be issued, if necessary, on or before February 18, 2025. We look forward to your participation

Sincerely,

*David West*

David J. West  
Director, Stores and Purchasing

# **BAKERSFIELD CITY SCHOOL DISTRICT**

Education Center - 1300 Baker Street Bakersfield, CA 93305-4326

Department of Stores and Purchasing

## ***GENERAL CONDITIONS AND INSTRUCTIONS FOR BIDDING EQUIPMENT AND/OR SUPPLIES***

### **FLEET SERVICE VEHICLES - Bid #25-02-02**

1. All bids, in order to be considered for acceptance, shall be sealed and delivered to the Department of Stores and Purchasing Services, 1300 Baker Street, Bakersfield, California, 93305 on or before **Tuesday, February 25, 2025, at 11:00 a.m.** and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. The date and time of opening shall appear on the bid envelope. It is the bidder's responsibility to ensure the bid has been received on time. Late bids will not be accepted.
2. All bids must be signed in longhand with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. The bid pricing is to be fixed through September 26, 2025. A successful bidder shall not be relieved of the bid submitted without the District's consent or the bidder's recourse to Public Contract Code Section 5100 et seq. No bidder may withdraw a bid for a period of sixty (60) days after the date set for the opening of bids.
3. All prices or notations must be typed or written in ink on the B.C.S.D. bid sheets. Bids written with a pencil will not be accepted. Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bids not presented on the BCSD bid form shall be disregarded (PCC 20111.5)
4. The use of the name of a manufacturer, or any special brand, make, or model number, in describing any items in the Bidding Documents does not restrict bidders to that manufacturer or specific article. An equal of the named product will be given due consideration. Specifications or model numbers from manufacturers are included in this bid for clarification purposes. A substitution request form is provided and sample products must be presented, free of expense, to District Staff prior to 10:00 a.m., February 14, 2025. A demonstration must be set up at least 5 calendar days prior to bid opening for each item that is bid by the vendor when it is not bid as specified. Failure to demonstrate a vehicle prior to 5 calendar days, or the date as noted on the attached Substitution Request Form, deadline may be considered reason for disqualification of bid.
5. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted. Taxes shall NOT be included in the unit prices of the materials. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to school districts.
6. All items are to be bid delivered F.O.B. Bakersfield City Schools District warehouse. No charge for containers, packing, handling, fuel surcharges, or any other purpose will be allowed over and above the prices bid. Return of products for warranty purposes shall be free of all cost to the District.
7. Bidders may elect to bid on any or all items on this bid. **"ALL OR NOTHING" BIDS WILL NOT BE ACCEPTED.**

8. The delivery date of supplies, equipment, or services shall be as specified on the district's Purchase Order, 30 days or less from the date of the Purchase Order. *Understanding supply chain issues and manufacturing issues, the district will extend the delivery date to June 13, 2025.*
9. The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of and/or failure by transportation, acts of the government or other causes similar to the foregoing which are beyond the control of, and are not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any or all of the above-named causes he shall, within five days after the occurrence of existing cause or causes of delay, request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or causes of delay will prevent timely delivery. If the Governing Board finds that extension of time equal to the delay resulting from such cause or causes of the Governing Board may, at its option, rescind the contract.
10. Should any bidder question or protest the award of contract to the apparent low bidder(s), such question or protest must be furnished in writing to the Director of Purchasing no later than three (3) working days following the date of bid opening. Such submittal must fully explain the basis of objection supported by all relevant information, facts, and details. Letter must be signed by an authorized representative stating specific reason(s) for the protest including all relevant facts (law, rule, regulation, and criteria). Bid protests will be reviewed by the Director of Purchasing and the Assistant Superintendent of Business Services. The affected proposer will be given an opportunity to rebut the evidence and present evidence that the proposer should be allowed to perform the work. The District will issue a written final decision within fifteen (15) days of receipt of the protest unless factors beyond the District's reasonable control prevent such resolution.
11. Per Public Contract Code Section 20117, if two or more bids are identical in all respects, the district may determine by lot which bidder will be awarded the contract, or to the vendor who has offered the most consistent service and reliability in the past. This requirement applies to competitive bidding for the purchase, sale or lease of real property, supplies, material, equipment service, bonds, or the awarding of any contract.
12. Each bidder must return a fully executed Non-Collusion affidavit and Federal Certifications, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion affidavit and federal certifications are included in this bid package
13. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2<sup>nd</sup> place bidder, and may recover the loss occasioned thereby from any unpaid balance due the bidder or by proceeding against a bidder's bond, if any, or by suit against the bidder. The prices paid by the District shall be considered the prevailing market prices at the time such purchase is made.
14. In the event of litigation, the bid documents, specifications, and related matter shall be governed by and construed in the accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Kern County.
15. The vendor shall hold the DISTRICT, its officers, agents, servants, and employees harmless from liability of any nature or kind whatsoever, on account of use by the publisher or author, manufacturer, or agent, of any copyrighted composition, secret process, patented or unpatented invention, article of appliance furnished or used under this bid.

16. The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this bid form, or any rights accruing thereunder, title or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District Governing Board. Notice is hereby given that the District will not honor any assignment made by the successful bidder unless consent in writing, as indicated above, has been given.
17. In connection with the execution of this contract, the bidder shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The bidder shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, lay-off, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
18. The Bakersfield City School District has been designated as a drug, alcohol, and tobacco-free District. Tobacco (smoked or smokeless), drug, or alcohol use is prohibited at all times on all areas of District property.
19. All pricing quoted herein shall remain firm through September 26, 2025. Price increases on renewal years may not exceed the 5% aggregate. A price increase, if exercised, shall be fully justified by the vendor and proved by a test of the marker and/or submission of documents from the manufacturer. Percentage increases will be taken into account when reviewing the renewal options. At no time shall an increase exceed five (5) percent. In the event that the market conditions change resulting in a price decrease, it is expected that the successful bidder shall pass those savings onto the District.
20. Bidder agrees to comply with, and be bound by, and assist the District in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 required the bidder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent possible. This includes the initial melting stage through the application of coatings for iron/steel, and for manufactured products composed in whole or in part of non-ferrous metals (aluminum, plastics, and polymer products).
21. The successful bidder shall maintain during the life of this contract Public Liability and Property Damage Insurance to protect themselves and the District from all claims for personal injury, including accidental death, as well as from all claims for Property Damage arising from the operations under this contract. The minimum amounts of such insurance shall be as hereinafter set forth. The successful bidder may be required to furnish certificates of insurance, naming Bakersfield City School District as additional insured, and prior to the start of work.
  - (I) Amounts of Insurance: Bodily Injury and Accidental Death Liability Insurance including auto (both owned and non-owned): Not Less than \$1,000,000/\$2,000,000 aggregate.
  - (II) Property Damage including auto (both owned and non-owned): Not less than \$2,000,000 aggregate.

## **SPECIAL CONDITIONS:**

1. It is extremely important that all bidders read and adhere to the terms and conditions, specification, and all bid documents included herein.
2. Department of Motor Vehicles (DMV) registration and “E” license plates to be handled by Dealer.
3. Cumulative miles/hours shall not exceed 400 miles/8 hours at time of delivery
4. Vehicles must be delivered with full fuel tanks
5. Vehicles must meet all California emission standards and have all legal safety devices.
6. By submitting a bid, vendor agrees to offer updated models as available under the same Terms and Conditions.

## **Specifications x 2**

### **Ford F-350 Super Duty, GM 3500HD, Dodge Ram 3500, 4 x 2 SD Regular Cab & Chassis, Dual Rear Wheel, Gas, or Equal**

- ENGINE: 6.6L OR 7.3L, V8 GAS
- TRANSMISSION: 10-SPEED AUTOMATIC
- TIRES: 225/70RX19.5G BSW A/P
- BACKUP CAMERA AND ALARMS
- FACTORY INTEGRATED BRAKE-CONTROLLER
- HD VINYL 40/20/40 SPLIT BENCH SEAT
- MONOTONE PAINT APPLICATION
- 145" WHEELBASE
- 50-STATE EMISSIONS SYSTEM
- SYNC COMMUNICATIONS & ENTERTAINMENT SYSTEM
- GVWR: 10,950 LBS.
- LIMITED SLIP W/3.73 AXLE RATIO
- POWER EQUIPMENT GROUP
- ADVANCED SECURITY PACK
- POWER FRONT SIDE WINDOWS
- POWER LOCKS
- REMOTE KEYLESS ENTRY, 2 SETS
- EXTERIOR BACKUP ALARM (PRE-INSTALLED)
- OXFORD/SUMMIT WHITE EXTERIOR
- DARK CLOTH OR VINYL SEAT COLOR
- 4-WHEEL ABS
- TRACTION CONTROL
- 3.73 RATIO REG AXLE
- AIR CONDITIONING
- AM/FM STEREO
- WIPERS
- DUAL FRONT AIRBAGS
- SECURILOCK IMMOBILIZER
- FRAME SECTION MODULUS: 12.7 CU.IN.
- FIRM SUSPENSION
- DUAL POWER REMOTE HEATED MIRRORS
- DRIVER AND FRONT PASSENGER SEAT MOUNTED SIDE AIRBAGS
- TACHOMETER

### **Scelzi Contractor Flatbed Body #CTFB-8/10 or Equal x 2**

- 8' W x 10' L (120") – 60" CA
- WHITE WITH ALUMINUM FLOOR AND FOLD DOWN SIDE RACKS
- 36" X 18" X 18" UNDERBODY (2 BOXES)
- 72" X 18" X 18" TOP MOUNT, OPEN TOP (2 BOXES)
- FORK LIFT ACCESSIBLE MATERIAL RACK
- 3' X 2' REMOVABLE CROSSBARS
- REMOVABLE 3" X 2" X 120" WALL WITH 2" LEGS
- POWDER COATED
- MASTER LOCKING SYSTEM
- INSTALL FACTORY BACKUP CAMERA AND ALARM
- CLASS 5 RECEIVER HITCH WITHOUT INSERT WITH 7 PRONG ROUND PLUG

## Specifications x1

### Ford F-350 Super Duty, GM 3500HD, Dodge Ram 3500, 4 x 2 SD Regular Cab Pickup

#### Long- Bed, Gas, Single Rear Wheel, or Equal

- ENGINE: 6.8L OR 7.3L, V8 GAS
- TRANSMISSION: 10-SPEED AUTOMATIC
- TIRES: 225/70RX19.5G BSW A/P
- BACKUP CAMERA AND ALARMS
- FACTORY INTEGRATED BRAKE-CONTROLLER
- HD VINYL 40/20/40 SPLIT BENCH SEAT
- MONOTONE PAINT APPLICATION
- 142" WHEELBASE
- 50-STATE EMISSIONS SYSTEM
- SYNC COMMUNICATIONS & ENTERTAINMENT SYSTEM
- GVWR: 10,950 LBS.
- LIMITED SLIP W/3.73 AXLE RATIO
- POWER EQUIPMENT GROUP
- ADVANCED SECURITY PACK
- POWER FRONT SIDE WINDOWS
- POWER LOCKS
- REMOTE KEYLESS ENTRY, 2 SETS
- EXTERIOR BACKUP ALARM (PRE-INSTALLED)
- OXFORD/SUMMIT WHITE EXTERIOR
- DARK CLOTH OR VINYL SEAT COLOR
- 4-WHEEL ABS
- TRACTION CONTROL
- 3.73 RATIO REG AXLE
- AIR CONDITIONING
- AM/FM STEREO
- WIPERS
- DUAL FRONT AIRBAGS
- SECURILOCK IMMOBILIZER
- FRAME SECTION MODULUS: 12.7 CU.IN.
- FIRM SUSPENSION
- DUAL POWER REMOTE HEATED MIRRORS
- DRIVER AND FRONT PASSENGER SEAT MOUNTED SIDE AIRBAGS
- TACHOMETER

## Specifications x2

### Ford F-250 Super Duty, GM 2500HD, Dodge Ram 2500, 4 x 2 SD Regular Cab &

#### Chassis, Gas, Single Rear Wheel, or Equal

- ENGINE: 6.8L OR 7.3L, V8 GAS
- TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC
- FACTORY INTEGRATED BRAKE-CONTROLLER
- HD VINYL 40/20/40 SPLIT BENCH SEAT
- MONOTONE PAINT APPLICATION
- 142" WHEELBASE
- 50-STATE EMISSIONS SYSTEM
- SYNC COMMUNICATIONS & ENTERTAINMENT SYSTEM
- GVWR: 10,000 LBS. PAYLOAD PLUS UPGRADE PACKAGE
- LIMITED SLIP W/4.88 AXLE RATIO
- POWER EQUIPMENT GROUP
- ADVANCED SECURITY PACK
- POWER FRONT SIDE WINDOWS
- POWER LOCKS
- REMOTE KEYLESS ENTRY, 2 SETS
- REAR VIEW CAMERA & PREP KIT
- EXTERIOR BACKUP ALARM (PRE-INSTALLED)
- OXFORD WHITE EXTERIOR
- MEDIUM GRAY VINLY SEAT COLOR OR STANDARD OPTION
- 4-WHEEL ABS
- TRACTION CONTROL
- BATTERY WITH RUN DOWN PROTECTION
- AIR CONDITIONING
- AM/FM STEREO
- WIPERS
- DUAL FRONT AIRBAGS
- SECURILOCK IMMOBILIZER
- FRONT AXLE CAPACITY: 7000LBS.
- FRONT SPRING RATING: 6000LBS.
- FRAME SECTION MODULUS: 12.7 CU.IN.
- FIRM SUSPENSION
- DUAL POWER REMOTE HEATED MIRRORS
- DRIVER AND FRONT PASSENGER SEAT MOUNTED SIDE AIRBAGS
- TACHOMETER
- REAR AXLE CAPACITY: 14706LBS.
- REAR SPRING RATING: 15000LBS.
- FRAME YIELD STRENGTH 50000 PSI
- AXLE TO END OF FRAME: 47.2"

#### Scelzi Service Body #SB-98 VO or Equal x 2

- POWDER COATED WHITE WITH STEEL FLOOR
- 98"L x 79"W'L- 56CA
- 38"H STANDARD COMPARTMENT HEIGHT
- ALUMINUM DIAMOND PLATE ON TOP
- VERTICAL ORIENTATION STORAGE BOXES (VO)
- MASTER LOCKING SYSTEM
- CLASS 4 RECEIVER HITCH WITHOUT INSERT WITH 7 PRONG ROUND PLUG
- INSTALL FACTORY BACKUP CAMERA AND ALARM





# SUBSTITUTION REQUEST FORM

## Fleet Service Vehicles

### Bid No. 25-02-02

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

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

Phone/Fax: \_\_\_\_\_

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Line item on Bid: \_\_\_\_\_

Proposed Product: \_\_\_\_\_

Proposed Product #: \_\_\_\_\_

Provide a point-by-point comparative data AND PRODUCT DEMONSTRATION before 10:00 a.m., Friday, February 14, 2025. Be sure to include product description, performance, and test data adequate for the evaluation of the request. Notification of acceptability of the proposed substitution will be made on or before Tuesday, February 18, 2025.

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The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to the specified product's performance.
- Same warranty (if applicable) will be furnished for the proposed substitution as for the specified product.
- Proposed substitution does not affect Functional Performance Values.

Submitted by: \_\_\_\_\_

Signed by: \_\_\_\_\_

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REVIEW AND ACTION *(Office Use Only)*:

- Substitution approved - Substitution approved as noted
- Substitution rejected - Use specified materials.
- Substitution Request received too late - Use specified materials.

Signed by: \_\_\_\_\_

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



**BAKERSFIELD CITY SCHOOL DISTRICT**

Fleet Service Vehicles

Bid No. 25-02-02

**Non-Collusion Declaration**

STATE OF CALIFORNIA, COUNTY OF \_\_\_\_\_

Being first duly sworn, deposes and declares that he/she is \_\_\_\_\_  
(Title)

Of \_\_\_\_\_  
(Company Name)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represent that he or she has full power to execute, and does execute this declaration on behalf of the bidder.

I certify (or declare) under penalty or perjury under the laws of the State of California that the foregoing is true and correct,

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

And that this declaration is executed on \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_  
(Date) (City) (State)

## FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchase of goods and services.

### PROPOSER/VENDOR CERTIFICATION FORMS

#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS- APPENDIX JI TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) *Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

Pursuant to Federal Rule (A) above, when federal funds are expended by Bakersfield City School District, Bakersfield City School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

- (B) *Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of \$10,000)*

Pursuant 7 CFR 1780.75, when federal funds are expended by a member district, the NCEPC reserves the right to **immediately** terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, **deadlines**, and/or **delivery dates** within the time specified in the **procurement solicitation**, contract, and/or a **purchase order**; (2) make any payments owed; or (3) otherwise **perform** in accordance with the contract and/or the **procurement solicitation**. The NCEPC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the **best interest** of NCEPC to do so. The vendor will be compensated for work performed and **accepted** and goods accepted by any member **district** as of the termination date if the contract is terminated for convenience of the NCEPC. Any award under this procurement **process** is not **exclusive** and the NCEPC reserves the right to purchase goods and services from other vendors when it is in the best interest of the NCEPC.

Does vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(C) *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

Pursuant to Federal Rule (G) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(D) *Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM*

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

(E) *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.*

Pursuant to Federal Rule (E) above, when federal funds are expended by a member, the vendor certifies that during the term and after the awarded term of an award for all contracts by a member district resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the

entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does vendor agree? YES\_\_\_\_\_ Initials of Authorized Representative of Vendor

**IRAN CONTRACTING ACT  
 CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE  
 (Public Contract Code sections 2202-2208)**

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed In

**OPTION #2 - EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed



**BAKERSFIELD CITY SCHOOL DISTRICT**  
*Department of Stores and Purchasing*  
**20-DRUG-FREE WORKPLACE CERTIFICATION**

**PROJECT TITLE/BID#: Fleet Service Vehicle Bid #25-02-02 OWNER: BCSD**

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
  - 1.The dangers of drug abuse in the workplace;
  - 2.The person's or organization's policy of maintaining a drug-free workplace;
  - 3.The availability of drug counseling, rehabilitation, and employee- assistance programs;
  - 4.The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) The prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990; I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug- Free Workplace Act of 1990.

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

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_