BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER – 1300 BAKER ST. – BAKERSFIELD, CA - 93305

REQUEST FOR STATEMENTS
OF QUALIFICATIONS AND
PROPOSALS FOR:

Professional Development Services for Professional Learning Communities RFP No. 25-04-08

David West, Director of Purchasing
1300 Baker Street
Bakersfield, CA 93305
April 9, 2025

REQUEST FOR STATEMENTS OF QUALIFICATION AND PROPOSALS: PROFESSIONAL DEVELOPMENT SERVICES FOR PROFESSIONAL LEARNING COMMUNITIES

I. ***NOTICE OF RFP***

Notice is hereby given that the Bakersfield City School District, located in Bakersfield, California ("District") is requesting Statements of Qualifications and Proposals from qualified vendors to provide Professional Development Services for Professional Learning Communities. The District intends to select one vendor that can meet or exceed the needs and requirements specified herein. If you are equipped to serve certificated staff, to include classroom teachers, support staff, and administrators, serving grades TK - 8, EL students, and have successfully provided such services for school districts of similar size and student population, please describe this in your proposal. Qualified respondents are invited to submit their proposal in a sealed envelope no later than 2:00 p.m. on Thursday, May 8, 2025, to the following address:

Bakersfield City School District
RFP: Professional Development Services for
Professional Learning Communities
Attn: David West, Director, Purchasing
1300 Baker St.
Bakersfield, CA 93305

This Request for Proposal shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or individual. This request is an informal solicitation of proposals only. The District reserves the right to reject any or all proposals or to waive any irregularities or informalities in any proposal during the evaluation process without obligation to any firm responding to this announcement. Statements and other materials submitted will not be returned.

No Proposer may withdraw his or her proposal for a period of one hundred twenty (120) days after the date and time set for the proposal opening.

II. ***GENERAL INSTRUCTIONS AND REQUIRED INFORMATION***

1. NAME OF COMPANY: Proposers shall specify the name or legal entity of their company and/or any fictitious name under which business is conducted. Proposals must be submitted under the correct name of the company and signed by an authorized representative of the firm.

2. PROPOSER'S RESPONSIBILITY: Before submitting a proposal, Proposers shall carefully examine the scope of work, and the forms of other contract documents. Vendors shall fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in the scope of work. No allowance will be made because of a lack of such examination or knowledge.

3. EXAMINATION OF DOCUMENTS: If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Proposer shall, before the date scheduled for submission of proposals, notify the District of such error in writing and request clarification or modification of the document. Modifications will be made by addenda. Such clarification shall be given by written notice to all parties who have furnished an RFP for bidding purposes without divulging the source of the request. The District's decision shall be final in any matter on the interpretation of documents.

4. ADDENDA OR MODIFICATION OF RFP RESPONSE: The District may modify this RFP before the date scheduled for submission of proposals by the issuance of an addendum to all parties who received the RFP to submit a proposal. The addenda shall be numbered consecutively as a suffix to the RFP reference number. Questions regarding this RFP may be submitted by email no later than 10:00 a.m., April 23, 2025, to the following email address: westd@bcsd.com. If applicable, an addendum with a summary Q&A will be posted to the District website by April 30, 2025, at the following link: https://www.bcsd.com/departments/purchasing/bids

5. ACCEPTANCE OR REJECTION OF BIDS: The Board of Education reserves the right to reject any and all proposals, or any or all times of any proposals, or waive any irregularity on any proposal, or to make awards based on the proposal or proposals it deems most economical to the District and most desirable for its operational program.

6. DISPOSITION OF PROPOSALS: All materials submitted in response to the RFP will become the property of the District and will be returned only at the District's option and the Proposer's expense. The original copy shall be retained for official files and will become a public record after the date and time for proposal submission, as specified. However, confidential financial information submitted in support of the requirement will be redacted upon request at the time the proposal is submitted.

7. ASSIGNMENT/FINANCING: The awarded vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, including the right to receive payment, burdens, duties, or obligations without the prior written consent of the District and the surety on the Contract bonds (if applicable).

8. FORCE MAJEURE CLAUSE: The parties to the agreement shall be excused from performance during the time and to the extent that they are prevented from performing by an act of God, fire, strike, loss, accident, or any other cause beyond the control of the parties provided that satisfactory evidence is presented and the failure to perform is not due to the fault or neglect of the Proposer.

9. FEDERAL OR STATE REGULATIONS: The Proposer's proposal and any Contract entered into are subject to all applicable statutes of the Projected States or of the State and all applicable regulations and orders of the Federal or State governments now in effect or which shall be in effect during the period of such Contract.

10. INDEPENDENT CONTRACTOR: In the performance of the services, duties, and obligations assumed by the awarded vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor's officers, agents, and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the District.

Vendor agrees that any and all persons performing any services and/or work whatsoever contemplated by this Contract and/or related or incidental thereto shall be an employee of the vendor, and the vendor shall, by way of example but not by way of limitation, withhold federal and state income taxes, as well as the required employee social security contribution of each, said, persons.

The vendor shall comply with all regulations regarding employees, and the vendor shall pay and/or contribute its required share as the employer of said persons. The vendor acknowledges the fact that it is an independent Contractor and is in no way to be construed as an employee of the District, nor are any of the persons employed by the Contractor to be so construed.

11. HOLD HARMLESS CLAUSE: The Contractor shall hold harmless and indemnify the District and the Board of Education, its officers, and employees from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed directly or indirectly by them upon or in connection with his performance under the Contract, however, caused, unless such injury is caused by the negligence or willful misconduct of the District.

b. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the Contractor or of any person, firm, or corporation, indirectly employed by them upon or in connection with his performance under the Contract.

c. Any liability that may arise from the furnishing or use of any copyrighted composition or patented invention, under this Contract. It is the intent of the District to adhere to the provisions of the copyright laws; this hold harmless clause shall not apply to any claim by the Contractor that the District has infringed a patent or copyright of the Contractor.

d. The Contractor, at its own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any such claim or demand, and satisfy any judgment that may be rendered against the District or the Board therein. With respect to claims of patent or copyright infringement, the District agrees to give the Contractor notice of any such claim and to fully cooperate with the Contractor in the defense and all related settlement negotiations.

12. INVOICE AND PAYMENTS:
All invoices must be sent to the following address below:

BAKERSFIELD CITY SCHOOL DISTRICT - ACCOUNTS PAYABLE
1300 Baker Street, Bakersfield, CA 93305, Tel No: (661) 631-4600

All invoices submitted for payment must include the District Purchase Order (P.O.) Number and be under the same firm name as shown on the P.O./Contract.

Late payment by the District shall not constitute a material breach of any Contract awarded hereunder.

13. EQUAL EMPLOYMENT OPPORTUNITY: In connection with the execution of this Contract, the Contractor will not engage in, nor permit such unlawful discrimination in the employment of persons because of the race, religious creed, color, national origin, ancestry, physical disabilities, mental disability, medical condition, marital status, sex, age, or sexual orientation of such persons.

14. DRUG/ALCOHOL/TOBACCO-FREE WORKPLACE: The Contractor shall maintain a drug, alcohol, and tobacco-free workplace in accordance with the California Government Code.

15. NON-COLLUSION: Each proposal must be submitted with a fully completed Non-Collusion Affidavit on the form provided herein that complies with Public Contract Code Section 7106.

16. ATTORNEY FEES: If either party files an action or brings any proceeding against the other arising out of the Contract, the prevailing party shall be entitled to recover as an element of the costs of the suit, and not as damages, reasonable attorneys' fees in such an amount as the court may adjudge reasonably. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. The party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorney's fees shall be counted for calculating the amount of judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.

17. PRICING: All pricing quoted herein shall remain firm through June 30, 2028. Price increases may not exceed the 5% aggregate on renewal years. 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. 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.

18. FEDERAL CERTIFICATIONS: Proposer 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 requires the bidder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the Projected 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).

19. PROTEST PROCEDURES: Should any vendor question or protest the award of contract to the apparent low vendor(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. Untimely protests will not be reviewed by the District and will be returned to the proposer. Such submittal must fully explain the basis or objection supported by all relevant information, facts, and details. The 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.

20. 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.

III. ***SPECIAL CONDITIONS***

1. AWARD OF CONTRACT: The Bakersfield City School District realizes that the various Contractors for the Professional Development Services for Professional Learning Communities may differ considerably in concept, design, structure, and methods. Although the District reserves the right to reject any and all proposals or to waive any irregularities or informalities in any proposal, the award will be made to the responsive and responsible Contractor whose proposal represents, in the District's evaluation and judgment, the most advantageous combination of value to be delivered per dollar bid. Responsiveness and responsibility of the Proposer will be determined by an evaluation that the Proposer is:

a. Qualified by experience to be a competent agency for products and services as put forth in this RFP and meet the requirements of the District; and

b. Financially responsible to complete the project as proposed.

2. ADDENDA OR BULLETINS: Any addenda or bulletins issued by the District during the time of bidding shall become a part of the bid and contract documents.

3. A PRE-PROPOSAL CONFERENCE will not be held for this Request for Proposal. However, the District reserves the right to interview the three top-ranked proposers after the RFP opening to further evaluate a vendor's ability to perform all services as requested.

4. AWARD OF RFP: The RFP/Contract will be awarded to one vendor for the term of the contract. The initial term is July 1, 2026 – June 30, 2028, with optional two one-year renewals. The District, at any time, may terminate the agreement with the vendor with or without cause.

5. DEFAULT OF AGREEMENT: If an awarded vendor defaults, the District may procure the product and services from other sources, typically the 2nd place vendor, and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against a vendor's bond, if any, or by suit against the vendor. The prices paid by the District shall be considered the prevailing market prices at the time a purchase is made.

6. PROPOSER QUALIFICATIONS: In order to fulfill the necessary qualifications for providing the District with Professional Development Services for Professional Learning Communities, the proposer shall affirm that:

A. The proposer is currently servicing a California school district and shall have done so in each of the past five (5) years, three (3) years of which include servicing a school district of 20,000+ ADA

IV. ***OVERVIEW OF THE BAKERSFIELD CITY SCHOOL DISTRICT***

Bakersfield City School District ("BCSD") is a public school district in Bakersfield, California with approximately 29,000 students and 3,000 staff members across 44 schools. Of the district's approximately 29,000 students, 79% are Hispanic with 9% white and 8% African American. The remaining 4% are primarily Asian, Filipino, and American Indian/Alaskan. Almost 30% of the district's students are classified as English Language Learners and almost 90% of the district's students receive free or reduced lunches.

V. ***SCOPE OF SERVICES***

The Bakersfield City School District (BCSD) invites proposals from qualified organizations to develop and deliver a professional development plan for Professional Learning Communities (PLCs). This professional development aims to enhance collaboration, shared learning, and professional development opportunities for educators within our district.

The selected provider will demonstrate expertise in designing and facilitating PLC initiatives that foster professional growth, enhance teaching practices, and ultimately improve student outcomes. This RFP outlines the requirements, submission guidelines, and evaluation criteria for interested organizations.

Contracts will be awarded, at the District's option, to one vendor for three years, with the option to renew for up to two additional years. Proposers responding to this request for proposal must be responsible proposers, regularly and practically engaged in providing the goods and services listed in the request for proposal, and must possess the necessary resources for fulfilling the contract established as a result of this request for proposal.

Below is a description of the District's needs and requirements. The District wants to understand all proposer's full offerings and fairly evaluate all proposals.

The proposal for Professional Development Services for Professional Learning Communities (PLC) should include the following components:

1. **Program Design**
    - Develop a structured PLC framework tailored to the specific needs of our educators.
    - Integrate research-based strategies and best practices for effective professional collaboration.
    - Ensure alignment with district goals and educational standards.
2. **Implementation**
    - Facilitate PLC sessions for various educator groups, including grade-level teams, subject-specific cohorts, and cross-disciplinary teams.

- Provide ongoing support and resources to ensure the sustainability of the PLC model.
- Provide ongoing coaching and support to build the capacity of site administrators to support the sustainability of the PLC model.

3. **Professional Development**
   - Offer training for PLC facilitators to build capacity within the district.
   - Incorporate topics such as data-driven decision-making, collaborative problem-solving, and instructional improvement.
   - Guide participants through the common formative assessment cycle, including designing assessments, analyzing results, and using data to inform instructional practices.

DELIVERABLES

1. Professional development options that address the scope of the work.
2. Training materials and resources for participants and facilitators.
3. Sample professional development schedules to be held with leadership teams, department teams, school site teams, and cross-curricular teams of PLC sessions with agendas and objectives.

VI. PROPOSAL CONTENTS

Proposals must be clear, concise, complete, and well organized and demonstrate both Proposer's qualifications and ability to follow instructions. The quality of answers, not the length of responses or visual exhibits is what is important in the proposal. Proposals may not be altered after submission to the District and should be reviewed for accuracy beforehand. The District will not be responsible for errors or omissions in any proposal. The District reserves the right to reject any and all proposals or to waive any irregularities, or informalities in the proposals. The submission of company literature and brochures is generally discouraged. If pertinent for illustration of service, or for reference, the Proposer may include literature in an appendix. Responses should otherwise be submitted in print.

Please address the following points in your proposal. Separate proposal sections into tabs for each lettered section below:

A. Please describe how your program will meet or exceed the objectives of the District described in Sec. V above.
B. Please discuss your firm's experience in the creation and implementation of a successful high-quality Professional Development Services for elementary education in the area of Professional Learning Communities and common formative assessments.
C. Please discuss your individual trainer's professional experience and qualifications.
D. Provide a list of public-school districts that you currently serve, or have served, with such programs within the last three years. Please include names and email addresses of your contacts/references (1-2 pages).

E. COST PROPOSAL: Please provide a detailed budget, (i.e., materials, overhead, etc) *The Districts intent is to be invoiced for professional development (PD) when rendered. Materials and curriculum can be invoiced after receipt at each site each year.*

   a. *Provide a list of available PLC topics, including program descriptions, number of sessions within training series, and participant capacities for both in-person and virtual sessions.*

F. Include any other relevant information, experience, or skills, which increase the value of the proposed offering and services *(1 page maximum).*

G. Complete, sign, and return the District-Required Forms.

VII. ***PROPOSAL DEADLINE – May 8, 2025***

Proposals must be received by the District no later than 2:00 p.m., Thursday, May 8, 2025. Once submitted, responses become the property of the District. No corrected or resubmitted proposals will be accepted after the deadline. Late proposals will not be accepted and will be returned unopened.

Submit ***three*** signed proposals in three separate three ring binders, placed in a sealed envelope, by regular or express delivery to the address below:

Bakersfield City School District
RFP: Professional Development: Professional Learning Communities
Attn: David West, Director, Purchasing
1300 Baker St.
Bakersfield, CA 93305

VIII. ***EVALUATION OF PROPOSALS AND AWARD OF CONTRACT***

To be deemed "Responsive", proposals must be received by the deadline, include the District-required forms, and address all requirements of this RFP. Each Proposer's response will be reviewed for completeness and adherence to the submission requirements and evaluation criteria. Proposals will be ranked based on the evaluation criteria referenced below. Bakersfield City School District will be the sole judge of the quality of proposals and reserves the right, at its own discretion, to disqualify any vendor that submits a proposal that is incomplete, does not properly adhere to the solicitation requirements, and/or clearly does not meet the requirements of Bakersfield City School District. A Proposer's response that is disqualified will not be scored nor ranked. If the evaluation committee has reasonable grounds to believe that the Proposer is unable to provide the required tool to the satisfaction of Bakersfield City School District, the District reserves the right to exclude the provider from the approved list.

Responsive proposals will be scored by a District panel using the following criteria:

- **Demonstrated understanding of and responsiveness to the RFP** (10%)
- **Description of training methodology** (20%)
- **Experience and Expertise** (20%)
- **Cost Proposal** (50%)

Award of contract(s) will be based upon the proposal scores and, if required, follow-up interviews, at the District's option. Contract awards are conditional on final approval by the Bakersfield City School District Board of Education. The District reserves the right to:

- Request an interview with and/or request additional information from any firm prior to its selection.
- Select the firm or vendors that, in the District's judgment, will best meet the District's needs. Fees are an important factor but are not the sole factor in making a selection.
- Reject any and all proposals or waive any non-statutory informality. The Board's decision to accept or reject the contract shall be final.
- Award a contract, multiple contracts, or portions of the whole, to more than one firm;
- Not to award a contract, either as a result of proposals received, or any other reason.

The decision of the District panel and Board will be final. May 27, 2025, is the target date for the completion of the selection process and award of contract(s) by the Bakersfield City School District Board of Education.

Thank you for your interest in serving the needs of the Bakersfield City School District. The District invites you to respond and looks forward to receiving your firm's proposal.

BAKERSFIELD CITY SCHOOL DISTRICT

Professional Development Services for
Professional Learning Communities
RFP #25-04-08
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 represents 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 of 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)

BAKERSFIELD CITY SCHOOL DISTRICT

Department of Stores and Purchasing

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID#: RFP #25-04-08 OWNER: Bakersfield City School District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and the 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 that 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 the following sections.

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

Name of Vendor: _____ Signature: _____

Print Name: _____ Title: _____

Date: _____

FEDERAL CERTIFICATIONS

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

PROPOSER/VENDOR CERTIFICATION FORMS

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS - APPENDIX II 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 $250,000, 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. *908, 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 the 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 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 the 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 the convenience of the NCEPC.

Does the 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 (C) 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 (C) above.

Does the 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 0MB 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 (D) above.

Does the 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 sub-recipients shall certify and disclose accordingly.

Does the 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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR § 200.333

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that the vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does the vendor agree? YES_____Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act {42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does the vendor agree? YES_____Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Is the company registered on SAM.gov? Yes _____ No _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____ Date: _____

Signature of Authorized Representative: _____

Must be completed and returned with Bid