BAKERSFIELD CITY SCHOOL DISTRICT

David West
Director
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EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4326
(661) 631-4712 FAX: (661) 861-9907

May 1, 2025

Dear Prospective Bidder,

The Bakersfield City School District is soliciting bids for food service equipment. Bids will be received until ***Wednesday, May 28, 2025, at 11:00 a.m.*** Faxed bids will not be accepted. Bids shall be labeled Bid #25-05-01 Food Service Equipment as illustrated below. Date and time of bid opening shall appear on the bid envelope.

BID #25-05-01
FOOD SERVICE EQUIPMENT
DIRECTOR OF STORES AND PURCHASING
1300 BAKER STREET
BAKERSFIELD, CA, 93305

Bid opening: 5/28/2025 at 11:00 am

This bid will be awarded by line item to the lowest responsive and responsible bidder. 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. If there is any question as to the "or equal" nature of the alternate offering, please include product cut sheets along with the Substitution Request Form before 10:00 a.m., May 15, 2025 (see General Condition #4). Please review the attached General Conditions and Instructions for Bidding prior to preparing your bid.

Bid pricing shall remain fixed through June 30, 2026. If he vendor is unable to maintain pricing, the district shall be notified in writing 30 days prior to any price increase. Any price increases must be a result of and evidenced by documentation supporting manufacturer price increases.

All items must be bid and delivered to the F.O.B. Bakersfield City Schools District warehouse or designated school site. Bid tabulations will be available ***after*** the June 24, 2025, Board Meeting. Please visit the website: www.bcsd.com/purchasing/bids.

If you have any questions or concerns regarding this bid package, please e-mail Gabriel Balderama at balderamag@bcsd.com and David West at westd@bcsd.com on or before May 15, 2025, at 10:00 a.m. An addendum, if needed, will be issued May 20, 2025. We look forward to receiving your bid.

Sincerely,

David West

David West
Director, Stores and Purchasing

BAKERSFIELD CITY SCHOOL DISTRICT

EDUCATION CENTER - 1300 BAKER STREET, BAKERSFIELD, CA 93305-4326

Department of Stores and Purchasing

FOOD SERVICE EQUIPMENT - Bid #25-05-01

GENERAL CONDITIONS AND INSTRUCTIONS FOR
BIDDING EQUIPMENT AND/OR SUPPLIES

1. All responses, 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 ***Wednesday, May 28, 2025,*** and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. 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. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

2. All bids must be clearly signed in longhand with the company name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Bid pricing is to be good through June 30, 2026. 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 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 enclosed BCSD Bid Sheets. Bids written with a pencil will not be accepted. Bids not presented on the BCSD bid form shall be disregarded (PCC 20111.5) Verify all quotations before submission, as they cannot be corrected after the bids are opened. Bidders are limited to one price per line item. Multiple bids by a single vendor will not be accepted unless alternative bids are called for.

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 or product cut sheets must be presented, free of expense, to District Staff before 10:00 a.m., May 15, 2025. The Board of Education reserves the right to be the sole judge of the merit and suitability of such supplies, equipment, or services.

5. All items are to be bid, delivered, and set in place, F.O.B. Bakersfield City School District, as designated on the purchase order. No charge for containers, packing, draying, handling, or any other purpose will be allowed over and above the prices quoted. Return of products for warranty purposes shall be free of all cost to the District.

6. 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 do not apply to school districts.

7. 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.

8. This request does not commit the District to pay for any costs incurred in the submission of the bid or in making necessary studies or designs for the preparation thereof, nor to procure or contract for the services or material.

9. All of the items specified will be considered and awarded individually by line item. Bidders may elect to bid on any or all items on this bid. "ALL OR NOTHING" BIDS WILL NOT BE ACCEPTED.

10. The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of 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 an extension of time equal to the delay resulting from such cause or causes creates a hardship for the district, the Governing Board may, at its option, rescind the contract. Delays due to supply issues are not acceptable.

11. The Board of Education reserves the right to reject any or all bids and to waive any informality in the bidding.

12. Pursuant to Public Contract Code Sections 20118 and 20265, other school districts, public agencies, political subdivisions, municipalities and tax supported agencies in the State of California, including but not limited to Cities, Counties, County Office of Educations, State Agencies, and Public School Districts may purchase products and/or associated alternates under same terms and conditions of this bid. The District waives its right to require other districts to draw their warrant in favor of the district and authorizes each district/agency to make payments directly to the successful bidder.

13. Bidders have the option to accept or decline this piggyback option on per request basis.

14. If an awarded bidder defaults, the District may procure the materials or services from other sources, typically the 2nd place bidder, and may recover the loss occasioned thereby from any unpaid balance due the bidder or invoicing the successful bidder, by deducting amount from future invoices, 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.

15. 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.

16. 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.

17. 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. 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. 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.

18. In connection with the execution of this contract, 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 form of compensation; and selection for training, including apprenticeship.

19. 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 the consent in writing, as indicated above, has been given.

20. Each bidder must return a fully executed Non-Collusion affidavit, as required by Public Contract Code section 7106, with the completed bid proposal. The non-collusion affidavit is included in this bid package along with Federal Certifications.

21. 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.

22. The vendor shall hold the Bakersfield City School 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.

23. All pricing quoted herein shall remain firm through June 30, 2026. Price increases on renewal years may not exceed the percentage indicated on the Renewal Form. A price increase, if exercised, shall be fully justified by vendor and proved by a test of the market 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.

24. 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 application of coatings for iron/steel, and for manufactured products composed in whole or in part of non-ferrous metals (aluminum, plastics, polymer products).

25. 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. Successful bidder may be required to furnish certificates of insurance, naming Bakersfield City School District as additional insured, prior to start of work.

    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.

    Property Damage including auto (both owned and non-owned): Not less than $2,000,000 aggregate.

SUBSTITUTION REQUEST FORM
BCSD Food Service Equipment
Bid No. 25-05-01

Company Name: _____

Address: _____

Phone / Fax: _____

Line Item on Bid: _____

Description: _____

Proposed Product: _____

Proposed Prod. #: _____

Provide Point-By-Point comparative data and detailed specifications by 10:00 a.m. May 15, 2025, including product description, performance, and test data adequate for evaluation of the request. Notification of acceptability of the proposed substitution will be made on or before May 20, 2025.

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: _____

REVIEW AND ACTION:

☐ 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
Food Service Equipment Bid No. 25-05-01
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 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)

BAKERSFIELD CITY SCHOOL DISTRICT

Conflict of Interest Disclosure Statement

Bid: Food Service Equipment No. 25-05-01

Pursuant to federal and state procurement standards, vendors must disclose any actual, potential, or perceived conflicts of interest. A conflict of interest may include relationships with District employees, Board members, or any financial interest that may impair objectivity in carrying out a contract.

By signing below, the undersigned certifies that:

1. They have no current or prior employment, familial, or financial relationships with BCSD staff, Board members, or their immediate family members that could be perceived as a conflict of interest;
2. If such a relationship exists or arises, they will disclose it immediately in writing to the Director of Purchasing;
3. They will comply with all applicable conflict of interest statutes and regulations.

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/BID#: Food Service Equipment Bid #25-05-01 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 of Contractor

Name (print): _____ Title: _____

Signature: _____ 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 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.

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 (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 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 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 ELIGILITY 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 nla)*
By (Aut*horized 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 nla)*
By (Aut*horized Signature)*	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

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 vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does 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 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: _____

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: _____

Signature of Authorized Representative: _____ Date: _____