BAKERSFIELD CITY SCHOOL DISTRICT

David West, Director
Department of Stores and Purchasing
westd@bcsd.com

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

May 22, 2025

Dear Prospective Bidder:

The Bakersfield City School District is soliciting bids for TK Outdoor Equipment for 33 elementary school sites. Sealed bids will be received until ***Wednesday, June 11, 2025, 11:00 a.m.*** Faxed responses will not be accepted. Bids must be labeled as shown below:

BCSD BID #25-05-04
TK OUTDOOR EQUIPMENT
ATTENTION PURCHASING DIRECTOR
1300 BAKER STREET
BAKERSFIELD, CA, 93305

Bid opening: 6/11/25 at 11:00am

As you prepare your response, please know that it is the district's intent to award this bid by line item to the lowest responsive and responsible bidder(s). By submitting your response, if awarded this bid, you are agreeing to provide those line items to the district, at the prices quoted. Failure to provide any awarded items, at the prices quoted, will disqualify your company from participating in future bids with the Bakersfield City School District. A listing of anticipated quantities of products needed is included for your review only, and not a guarantee of purchases in similar quantities.

All items must be quoted, delivered, F.O.B. Bakersfield City School District, to multiple elementary school sites. Purchase orders are estimated to be released on or before July 3, 2025, with ***REQUIRED*** delivery on or before August 12, 2025.

Please review the General Information and Proposal Specifications carefully before preparing your response. Pricing must be firm for one (1) year beginning June 25, 2025. Contingent on available funding, additional TK outdoor equipment may be added for delivery. Price increases after the initial one-year period will be honored with evidence of a manufacturer's price increase, so long as not to exceed 5% per line item. This bid will be awarded for one (1) year and has an option for renewal for two (2) additional one-year terms provided both parties agree, in accordance with Education Code Section 17595 (K-12). The total potential bid life is three (3) years.

All prospective responders must notify the Purchasing Department via email to westd@bcsd.com and balderamag@bcsd.com with intent to bid in order to receive changes and addenda. If you have any questions regarding this bid package, please email all questions to David West, westd@bcsd.com on or before 10:00 a.m., June 3, 2025. An addendum, if needed, will be issued June 5, 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

GENERAL CONDITIONS AND INSTRUCTIONS FOR
BIDDING EQUIPMENT AND/OR SUPPLIES

TK OUTDOOR EQUIPMENT - BID #25-05-04

1. All responses including the attached bid form must be sealed and delivered to the Department of Stores and Purchasing Services, 1300 Baker Street, Bakersfield, California, on or before ***Wednesday, June 11, 2025 at 11:00 am*** and will be opened and read publicly by the Director of Stores and Purchasing soon thereafter. Date and time of opening must appear on bid envelope. It is the bidder's responsibility to ensure your bid has arrived in the Purchasing office before the bid deadline. Late bids will not be accepted. 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 firm's name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. Bid pricing to be good through June 23, 2026. A successful bidder shall not be relieved of the bid submitted without the District's consent or 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 enclosed BCSD Bid Form. 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. Bidders may elect to bid on any or all items on this bid. "ALL OR NOTHING" BIDS WILL NOT BE ACCEPTED.

5. 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 name 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 product cut sheets and specifications must be presented to District Staff prior to 10:00 a.m. June 3, 2025. The Board of Education reserves the right to be the sole judge of the merit and suitability of such supplies, equipment, or services.

6. All items are to be bid, delivered, F.O.B. Bakersfield City School District, multiple elementary and junior high school sites as designated on purchase orders. No charge for containers, packing, draying, handling or any other purpose will be allowed over and above the prices quoted. California sales tax will be included on purchase orders.

7. 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 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.

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. 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.

10. The Bakersfield City School District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding process, and to award more than one contract. 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.

11. Questions regarding this request for quote may be submitted in writing via email: to: David West, Purchasing Director, westd@bcsd.com on or before 10:00 a.m. June 3, 2025. An addendum will be issued, if necessary, on or before June 5, 2025. Oral communications by District employees concerning this bid shall not be binding on the District and shall in no way excuse the vendor of his/her obligations as set forth in the Bid.

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 noncollusion affidavit and certifications are included in this bid package.

13. The Bakersfield City School District has been designated as a drug, alcohol, and tobacco-free District. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of District property.

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 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.

15. 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.

16. 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 ensure 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.

17. 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.

18. All pricing quoted herein shall remain firm through June 23, 2026. Price increases on renewal years may not exceed 5 percent. A price increase, if exercised, shall be fully justified by 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.

19. 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 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.

20. 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.

21. 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.

22. Please include on a separate sheet warranty information on all products bidding.

BAKERSFIELD CITY SCHOOL DISTRICT
SUBSTITUTION REQUEST FORM
TK OUTDOOR EQUIPMENT
Bid No. 25-05-04

Vendor Name: _____

Address: _____

Phone/Fax: _____

Line item on Bid: _____

Proposed Product Manufacturer: _____

Proposed Product Model#: _____

Present a point-by-point comparative data *and cut sheets* before *10:00 a.m., June 4, 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 *June 5, 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 (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
TK OUTDOOR EQUIPMENT
Bid No. 25-05-04

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

Department of Stores and Purchasing

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/BID#: TK OUTDOOR EQUIPMENT BID 25-05-04 OWNER: BCSD

This Drug-Free Workplace Certification is required under 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 Contractor

Name (print): _____ Title: _____

Signature: _____ Date: _____

BAKERSFIELD CITY SCHOOL DISTRICT

Conflict of Interest Disclosure Statement

Proposal: TK Outdoor Equipment Bid No. 25-05-04

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: _____

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 subrecipients shall certify and disclose accordingly.

Does the 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 the 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 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

The vendor agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that the 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: _____