Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

Central Unified School District
5652 W. Gettysburg Room 5 Fresno CA 93722

559-274-4700 ex. 63108

www.centralunified.org
Child Nutrition/Bid Information

Issue Date	**5-15-18**	**2:00 PM**
Addendum Publication	**5-31-18**	**4:00 PM**
Proposal Submission Deadline	**6-11-18**	**2:00 PM**
Bid Opening	**6-11-18**	**2:00 PM**
Expected Board Approval	**6-26-18**	**5:00 PM**

Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

Table of Contents

Notice of Request for Proposals	Page 3
Request for Proposal Signature Page	Page 5
Bidder Checklist	Page 6
Introduction	Page 7
Instructions and Conditions	Page 7
Federal Nondiscrimination Statement	Page 14
Questionnaire	Page 15
References	Page 19
Exhibit A: Provisioning Contract	Page 20
Non-Collusion Declaration	Page 26
Suspension and Debarment Certification	Page 27
Instructions for Suspension and Debarment Certification	Page 28
Certification Regarding Lobbying	Page 29
Disclosure of Lobbying Activities	Page 30
Instructions for Disclosure of Lobbying Activities	Page 31
Iran Contracting Act Certification	Page 33
Attachment A: Proposal Worksheet	Page 25

Fresno Bee Atten: Legal Notices Phone: 559-441-6111	This Legal Notice is to be published on the following dates: First Publication: May 7, 2018 Second Publication: May 14, 2018

NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education for the Central Unified School District at 5652 W Gettysburg Room 5 Fresno CA 93722, will receive Request for Proposal Number RFP 1819-02 for the procurement of the following:

Procurement and Delivery of Dairy Products

Sealed bids must be delivered no later than **2:00 PM Pacific Time June 11th, 2018** to:

Central Unified School District
Attention: Alissa Angle, Director of Child Nutrition
Physical Address: 5652 West Gettysburg Avenue Room 5, Fresno CA 93722-3749.
Mailing Address: 4605 North Polk Avenue, Fresno CA 93722-5334.

If you are delivering the bid in person, deliver it to the physical address.

If you are mailing the bid, be sure to use the mailing address.

Companies interested in proposing should request appropriate documents from Alissa Angle at 5652 West Gettysburg Room 5 Fresno CA 93722, e-mail: aangle@centralusd.k12.ca.us. The bid will be or posted online to view or download at www.centralunified.org. Go to the Child Nutrition link and click on Bid Documents. For assistance accessing documents contact Alissa Angle at (559)274-4700 Ext. 63108. The Central Unified School District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due at the Central Unified School District by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to the location listed.

All bidders will be responsible for obtaining any addendums or revisions to the RFP., Questions or comments regarding this RFP must be put in writing and received by the Central Unified School District. Questions are to be e-mailed to aangle@centralusd.k12.ca.us. The last day for questions is **Tuesday, May 29th, 2018 at 4:30 PM.** The Central Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

An addendum will be published by **4:00 PM (PT) May 31, 2018** at www.centralunified.org. The District's Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

Signature Alissa Angle
Name Alissa Angle, Title, Director of Child Nutrition

Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

Addendum Publication	**Thursday, May 31, 2018**	**4:00 PM (PT)**
Proposal Submission Deadline	**Monday, June 11, 2018**	**2:00 PM (PT)**

Request for Proposal Signature Page

This Request for Proposal (RFP) is for the pricing of specified dairy products to delivered to 18 individual locations. All quoted prices must be delivered price, F.O.B. individual school site locations as detailed on page 9 of this RFP.

Please bid your lowest prices for the delivered dairy products on the attached Proposal Worksheet. Before bidding, please read the **Introduction, Instructions and Conditions, and Sample Provisioning Contract** and other documents to thoroughly understand the project.

Submit all bids in a sealed envelope showing the Company Name, Bid Number, and Due Date and Time on the outside. You are encouraged to follow the Bidder Checklist to assist with ensuring a complete bid package.

Sealed bids must be delivered no later than **Monday, June 11th at 2:00 PM (PT)** to: Central Unified School District Attn: Alissa Angle, 5652 W. Gettysburg Room 5 Fresno CA 93722. Bids must reach the Central Unified School District, at the address listed above by the time and date listed above.

Companies interested in proposing should request appropriate documents from Alissa Angle at the address listed above, or posted online at www.centralunified.org. Alissa Angle may be reached at (559) 274-4700 Ext. 63108 . Proposal documents can be viewed and downloaded at www.centralunified.org. If you need assistance accessing the documents please contact Alissa Angle at (559) 274-4700 Ext. 63108. The Central Unified school District is not responsible for proposals sent via U.S. Mail, common carrier, or any other delivery service. All proposals are due in the Central Unified School District office by the posted or advertised closing date and time. It is the vendor's responsibility to ensure that their proposal is delivered to 5652 W. Gettysburg Room 5 Fresno CA 93722.

No bidder's conference will be held. All bidders will be responsible for obtaining any addendums or revisions to the project which will be posted in the same manner as the RFP documents. Questions or comments regarding this RFP must be put in writing and received by Central Unified School District no later than **Tuesday, May 29th at 4:30 PM** (PT). Questions are to be e-mailed to aangle@centralusd.k12.ca.us. The Central Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above.

If an Addendum is necessary, it will be released by **4:00 PM (PT) on May 31, 2018** at www.centralunified.org.

The District's Board of Education reserves the right to reject any and all bids. No bidder may withdraw their bid for a period of ninety (90) days after the date set for the opening of bids. Refer to the formal bid documents and specifications for additional information, terms, and conditions.

If further clarification is needed, call Alissa Angle at (559) 274-4700 Ext. 63108.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Email Address	
Complete Mailing Address	
City, State, Zip	
Phone Number	
Date	

Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

Bidder Checklist

This checklist is provided as a convenience to assist bidders in ensuring that a complete bid package is returned. It is not represented as being comprehensive and compliance therewith does not relieve the bidder of responsibility for compliance with any bid requirement which may not be mentioned specifically in this checklist. Completed original documents are required; fax or email documents will not be accepted.

All of the listed items must be fully completed and returned to constitute a complete bid package. It is not necessary to return the checklist with the Proposal.

Check ✓	Page(s)	
		Request for Proposal Signature Page *Return completed hard copy with original signature.*
		Questionnaire *Return completed hard copy with original signature.*
		References *Return completed hard copy.*
		Non-Collusion Declaration *Return completed hard copy with original signature.*
		Suspension and Debarment Certification *Return completed hard copy with original signature.*
		Certification Regarding Lobbying *Return completed hard copy with original signature.*
		Disclosure of Lobbying Activities *Return completed hard copy with original signature.*
		Iran Contracting Act Certification *Return completed hard copy with original signature.*
	Separate Excel document	Proposal Worksheet *Return completed Excel spreadsheet in Excel format on data storage device.*
		Addendum *Return any addendum released, following instructions on each document.*
		Data Storage Device *Return completed Proposal Worksheet in Excel format on data storage device;* data storage device will not be returned to bidder.

Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

Introduction

The Central Unified School District will consider Proposals from responsive and responsible vendors interested in providing dairy products distributed to 18 school sites, 2-5 days a week for the period of July 1, 2018 to June 30, 2019. The Central Unified School District has 23 school sites and serves approximately 16,000 meals daily (10,000 lunches and 5,800 breakfasts. Central Unified School District's Child Nutrition department has 3 Central Production Kitchens.

INSTRUCTIONS AND CONDITIONS

1. CLARIFICATIONS AND ADDENDA: All bidders will be responsible for obtaining any addendums or revisions to the project. Questions, clarifications, or comments regarding this RFP must be put in writing and received by the Central Unified School District no later than 5:00 PM (PT) Tuesday, May 29th, 2018. Questions are to be e-mailed to aangle@centralusd.k12.ca.us. The Central Unified School District shall not be obligated to answer any questions received after the above specified deadline or any questions submitted in a manner other than as instructed above. ***Questions and clarifications received in writing, provided in the above specified manner, will be published with responses in any Addendum released by May 31, 2018 at 4:00 PM (PT),*** at www.centralunified.org, Child Nutrition link.

2. PREPARATION OF PROPOSALS: All pages of the Proposal must be completed and submitted in ink or typewritten. Unit price for all line items must be shown where required on the *Proposal Worksheet (yellow highlighted columns).* Prices should be stated in units specified herein. All forms must be thoroughly completed and signed by the prospective vendor. A Bidder Checklist is included to assist bidders in returning a complete bid package. Attachment A: Proposal Worksheet must be returned in Excel format on a data storage device with Proposal documents.

3. BID SIGNATURES: All proposals must show the company name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled. All signatures must be in original ink.

4. ERRORS AND CORRECTIONS: No erasures are permitted. Mistakes may be crossed out and corrections made adjacent and initialed in ink by person signing the bid. Verify your bids before submission as they cannot be corrected after being opened or withdrawn until after the specified time period has elapsed.

5. MODIFICATIONS: Changes or additions to the bid forms, alternate bids, or any other modifications of the bid forms is not allowed.

6. REFERENCES: Three (3) customers for whom similar services were provided (multi-stop deliveries) within the past three (3) years must be provided.

7. FAILURE TO BID: If you do not wish to bid on any item, please mark "no bid" on RFP Signature Page, sign and return the bid, otherwise your name may be removed from the bidder's mailing list.

8. ACCEPTANCE OF PROPOSALS: The right is reserved to reject any or all bids and to accept or reject any line items thereon and to make any combination of line item awards. Bids may be rejected on grounds of non-responsiveness or non-responsibility. Bids are subject to acceptance at any time within ninety (90) days after opening of same unless otherwise stipulated.

Unsolicited items, services, or incentives offered as part of the bid response will not be evaluated or considered in the award process.

9. WARRANTY of QUALITY: The vendor, manufacturer, or his assigned agent shall guarantee the food products against all defects.

(a) Cases and packaging shall be constructed to ensure safe and sanitary transportation to point of delivery. Damaged cases or packages may be rejected and returned for credit or immediate replacement at no cost to the District.

(b) All product delivered shall be delivered in fresh form, with adequate shelf life, no less than two (2) weeks from the expiration date.

(c) The District reserves the right to discontinue service of any or all portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications or wholesomeness standards, and to hold the contractor in default.

10. DELIVERY REQUIREMENTS: Deliveries shall be required at the following locations, times, and frequencies. Upon award of bid, Provisioner shall keep sufficient stocks of product to insure prompt delivery and service schedules. Minimum quantities required in order for the District to place orders for needed items must be clearly indicated on the proposal forms. All deliveries are to be made to the following schools between the hours of 5:30 AM to 10:00 AM Monday through Friday, exclusive of holidays unless otherwise arranged with Alissa Angle, Child Nutrition Director at (559) 274-4700 Ext. 63108. All deliveries should be delivered within 48 hours of order unless otherwise arranged with Alissa Angle, Child Nutrition Director.

5-Days per week

School Site	Address
Central East High School	3535 N. Cornelia Avenue
Herndon Barstow Elementary	6265 N. Grantland Avenue
Liddell Elementary School	5455 W. Alluvial Avenue
Rio Vista Middle School	6240 W. Palo Alto
River Bluff Elementary School	6150 W. Palo Alto

3-Days per week (Monday-Wednesday-Friday)

School Site	Address
El Capitan Middle School	4443 W. Weldon Avenue
Glacier Point Middle School	4055 N. Bryan Avenue
Harvest Elementary School	6514 W. Gettysburg Avenue
Madison Elementary School	330 W. Brawley Avenue
McKinley Elementary School	4444 W. McKinley Avenue
Polk Elementary School	2195 North Polk Avenue
Roosevelt Elementary School	2600 N. Garfield Avenue
Saroyan Elementary School	5650 W. Escalon Avenue
Teague Elementary School	4725 N. Polk Avenue
Tilley Elementary School	2280 N. Valentine Avenue

2-Days per week (Tuesday – Thursday)

School Site	Address
Biola-Pershing Elementary School	4885 N. Biola
Central West High School	2045 N. Dickenson Avenue
Houghton-Kearney Elementary	8905 W. Kearney Avenue

11. CONTACT INFORMATION: Please utilize the following contact information.

School District Name		Central Unified School District
Complete Mailing Address		4605 N. Polk Fresno CA 93722
Nutrition Services Director		Alissa Angle - aangle@centralusd.k12.ca.us
Phone		(559)274-4700 Ext. 63108
Purchasing Agent Name		Tatum Toste
Email		ttoste@centralusd.k12.ca.us
Phone		(559) 274-4700 Ext. 63112
Accounts Payable Name		Kimberly Martin, Account Clerk III
Complete Mailing Address		4605 N. Polk Ave. Fresno CA 93722
Email		kimmartin@centralusd.k12.ca.us
Phone		(559) 274-4700 Ext. 63152

12. PRICING: All pricing must be F.O.B. individual school site as detailed above in item #10. Distributors will list all discounts and payment options available.

Quote a per case delivered cost for all items listed on the Proposal Worksheet. Provide prices for the items only as specified on the Proposal Worksheet. Equal products may be offered that meet the same specifications as those listed. On the Proposal Worksheet, in columns I, J, and K, indicate the alternative Manufacturer, Manufacturer Code, and Pack, ONLY if not as specified. Alternative products must meet the same specifications, meal pattern contribution, and stay within 5% of price of original item.

(c) Additional Items: Additional items may be added to this Proposal, not to exceed 10% of the value of the award. The District shall contact the successful vendor for pricing on additional items to be added to the Proposal award at any time during the bid period.

13. AWARD OF PROPOSAL: The award of this bid will be made to a single responsive and responsible bidder who meets the terms and conditions of the bid. Proposals found to satisfy the minimum qualification requirements will be evaluated against the evaluation criteria shown below by a review committee. "Minimum qualifications" shall mean: complete proposals meeting all RFP instructions and conditions, received by the due date and time.

Following the receipt of Proposals, bidders shall be ranked based on the following criteria:

Evaluation Criteria	Maximum Points
Experience, Competence, Responsive	20
Customer References	10
Responsibility and Business Sustainability	10
Food Safety - HACCP Plan and Plant Security	10
Price	50
Total Points Possible	100

Each Proposal will be evaluated based on criteria and priorities defined by the District, with specific attention to those features, functional and technical aspects noted for each section. The District's evaluation panel will award the contract based on the prospective vendor submission that best meets the needs of the District with regard to the RFP specifications contained herein. Presentations/Interviews if needed, will be requested by the evaluation panel. Vendors are advised that award may be made without interviews or further discussion.

If presentations/interviews are needed, bidders will receive notification to interview with evaluation panel.

A bidder must be able to deliver the items within the required delivery date in order to be declared responsive to this bid. The District reserves the right to make no award at all, reserves the right to reject any and all bids and to waive any irregularity or discrepancy associated with this bid.

Unsolicited services or incentives offered as part of the Proposal response will NOT be evaluated or considered in the award process.

14. PROPOSAL WITHDRAWAL: Bid proposals may be withdrawn by the bidder in person or by letter prior to the time fixed for opening of the bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the consent of the District or bidders recourse to California Public Contract Code Sections 5100 et. seq.

15. PAYMENT: Prompt payment may be requested after actual delivery of goods to the required destination as outlined in the conditions. In addition, successful bidder(s) are expected to pay manufacturers for goods in a timely fashion. Distributors are required to provide invoices upon delivery. Invoices will be in the name of the school site ordering the product. The invoice shall contain the following: purchase order number (if applicable), item number and description, quantity, unit price and extended totals. Failure to provide this information may result in delayed payment.

16. FREE ON BOARD: All pricing shall be quoted **FOB school site locations as specified in this document or attachment thereof.** All freight charges must be included in the bid price. Any minimum delivery amounts must be listed with the bid price.

17. NO MINIMUM OR MAXIMUM QUANTITIES, ORDER CHARGES, OR LIMITATIONS UPON NUMBER OF ORDERS: Central Unified School District anticipates contract term requirements for the supplies as listed in the quantities on this bid, however, Central Unified

School District does not guarantee orders in these amounts nor shall orders be limited to these specific figures. This is an indefinite-quantity bid, however the quantities listed are a good faith estimate. Bidders shall not specify minimum or maximum quantities or charges for order types, unless specifically allowed on the bid form. Unlimited orders within the term of the contract shall be allowed to the District at prices quoted. The estimated quantities listed on Attachment D: Estimated Quantities are for the purposes of forecasting and not to be considered a promise to purchase.

The provisions of the contract shall in no way prohibit the District from making an incidental purchase from another supplier for the same services listed herein.

18. HOLD HARMLESS: The vendor shall save, defend, hold harmless and indemnify the District and its members against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of vendor, and subcontractor, or any employee, agent, or representative of vendor and/or subcontractor.

19. Good Faith Agreement: It is the intent of Central Unified School District to take action on the services that result from the award of this Request for Proposal in an honest and trustworthy manner. Both parties shall work in good faith to reach a mutually agreeable conclusion should discord arise without the need for an arbitrator.

20. FAILURE TO FULFILL CONTRACT: When vendor shall fail to deliver any article or service or shall deliver any article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said vendor or contractor, either in whole or in part, and make and enter into a new contract for the same items in such manner as seems to the Board of Education to be to the best advantage of the District. Any failure for furnishing such articles or services by reason of the failure of the vendor or contractor, as above stated, shall be a liability against such vendor and his sureties. The Board of Education reserves the right to cancel any articles or services which the successful bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the bidder provided satisfactory proof is furnished to the Board or Education, if requested. Failure to fulfill contract may result in bidder disqualification in subsequent year(s) due to non-responsible practices.

21. SOLICITATION PROTEST PROCEDURES:

Consistent with Board Policy AR 3311 regarding Bids, bid protests will be conducted as per Administrative Regulation 3311 of the Board Policies, Regulations, and Bylaws of the Board of Directors of the Central Unified School District as follows:

"A bidder may protest a bid award if he/she believes that the award was inconsistent with Board policy, the bid's specifications or not in compliance with law. A protest may be filed in

writing with the Superintendent or designee within five working days after receipt of notification of the contract award. The bidder shall submit all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of his/her right to protest the award of the contract. The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee also may convene a meeting with the bidder in order to attempt to resolve the problem. The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide reasonable notice to the bidder of the time for Board consideration of the protest. The Board's decision shall be final."

22. CONTRACT: The Provisioning Contract provided as provided in Exhibit A shall be completed with the respective successful bidder, following the award of the Proposal.

23. TERM OF CONTRACT: Minimum contract term is one (1) year. Quoted prices must stay in effect for one (1) year beginning on July 1, 2018 through June 30th, 2019. Pursuant to California Education Code, Sections 17596 and 81644, this bid may be extended (by mutual consent expressed in writing) for up to two (2) additional one (1) year increments (total potential bid life of three (3) years from Board of Education award).

24. NON-COLLUSION DECLARATION: Each bidder submitting a proposal shall execute and deliver a non-collusion declaration in the form attached hereto. Failure to submit such non-collusion affidavit shall be grounds to reject a proposal as non-responsive.

25. "BUY AMERICAN" PROVISION: Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a new provision, Section 12(n) of the NSLA (42 USC 1760(n)), requiring School Food Authorities to purchase domestically grown and processed foods, to the maximum extent practicable. Pursuant to 7 CFR Part 210.21(d), the term "domestic commodity or product" means:

(a) An agricultural commodity that is produced in the United States; and

(b) A food product that is processed in the United States substantially (51% or more) using agricultural commodities that are produced in the United States.

It is therefore required that bidders responding to this Request for Proposals indicate whether products offered on this proposal meet the definition of "domestic commodity or product" as stated immediately above. Indication shall be made on the Proposal Worksheet (Excel Spreadsheet) as part of the response to this proposal:

The successful bidder shall provide documented proof of compliance with this provision at the request of the District.

Federal Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at 800-877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (AD-3027) (PDF) found online at the Filing a Discrimination Complaint as a USDA Customer Web page External link opens in new window or tab. and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 866-632-9992. Submit your completed form or letter to USDA by:

mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
fax: 202-690-7442; or
email: program.intake@usda.gov.

USDA is an equal opportunity provider.

Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

QUESTIONNAIRE

Company Name:	

No proposals shall receive consideration by Central Unified School District unless they include responses to each and every question below. Prospective bidders should respond in detail to each of the following questions. Additional pages may be used as needed for thorough, yet concise, responses.

1. Is your storage facility a HACCP facility?

2. Will you be able to meet the specified delivery days, hours, and deliveries per week?
   Check: Yes ____ or No _____
   If NO, attach proposed delivery schedule.

3. Do you require a minimum number of cases, pounds, or value for deliveries?
   Check: Yes ____ or No ____
   If YES, please state your minimum delivery amounts (dollar amount, case quantity, etc)

4. What is your procedure for notifying customers of shortages and /or substitutions?

5. What is your procedure for notifying customers of a product recall?

Company Name:	

6. Has your firm backed out of a distribution contract to a school district(s) mid-year within the last 2 years? If so, please explain.

7. Has your firm defaulted or been replaced at the will of a district during the school year within the last 2 years? If so, explain.

8. What is your company's average "fill rate" to your customers? Please explain how you calculate this fill rate. What provisions does your firm take to achieve a high level of execution?

9. What is the lead time you require for orders that ensures a 95% fill rate?

10. Do you have an on-line order system? Please explain.

11. How will emergency deliveries (deliveries not on a scheduled date) be handled?

12. How late can add-ons be added to next day delivery? Is there a limit on the number of cases that can be added on?

Company Name:	

13. Describe your policy regarding your delivery driver/staff assisting sites in moving received products to storage areas?

14. Briefly describe your food safety - HACCP plan and provisions for plant/delivery security.

15. Do you offer a percentage discount for early payment? If yes, please state terms for discount.

16. How many years has your company been in the K-12 food service business? How would you describe your company's financial stability?

17. Attachment A: Proposal Worksheet. On the Excel spreadsheet provided, indicate the delivered cost per case for all items listed.

By signing this, I certify that I am an authorized representative of the vendor (or individual) and that information contained in this proposal is accurate, true, and binding upon the vendor.	
Company Name	
Signature of Company Official	
Name of Signer	
Title of Signer	
Date	

Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

REFERENCES

Please submit three (3) current school district references requiring multiple deliveries per week.

Reference #1

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #2

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Reference #3

School District	
Contact Person & Title	
Telephone Number	
Required Number of Deliveries per Week	

Central Unified School District
Request for Proposal No. 1819-02
Dairy Products

EXHIBIT A

PROVISIONING CONTRACT

THIS PROVISIONING CONTRACT (this **"Contract")** is made and entered into as of this ___ day of _____, 2018, by and between _____ **("Provisioner")**, and the _____ (the **"District"**).

R E C I T A L S

A. The Central Unified School District (the "District") has solicited proposals for the distribution of dairy products via Request for Proposal Number 1819-02 (the "RFP"), whereby the District agrees to purchase specified products for the Districts' use from the successful bidder.

B. "Provisioner" is the successful bidder under such request for proposal, and the District and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the District hereby agree as follows:

1. Provision of Products. Provisioner shall provide to the District, from time to time as ordered by the District or their successor or assign (the "District Contact Person") in accordance with the procedure described in Section 2 below, Products as described in the **Request for Proposals** information attached hereto.

2. Delivery of Products. The District Contact Person shall order Products from time to time by delivery to Provisioner of a Purchase Order. Provisioner shall deliver Products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to District location(s) specified. The Distributor hereby agrees that the minimum delivery time required for the delivery of any Products is _____ days.

3. Price. The price shall be per case or unit. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is

standard in the specific industry. The per case/unit delivery fee per this contract shall be as follows on the attached Price Worksheet.

The provisions of this contract shall in no way prohibit the District from making incidental purchases from another supplier for the same services listed herein.

4. Term of Contract. Minimum contract term is one (1) year starting July 1, 2018. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of the District and vendor for an additional two (2) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District.

5. Insurance. Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

(a) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than $1,000,000 per occurrence and $2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;
Workers' Compensation Insurance in such amounts as may be required by law; and
Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.

(b) Provisioner shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

> "This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing."

(c) The certificates of insurance and insurance policies required under this Contract shall name the District indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the time period provided in subsection (b) above, the District may declare the Contract unexecuted and

void. The District reserves the right to require complete certified copies of the required insurance policies.

(d) The insurance companies providing the insurance required under this Contract shall be subject to the District's prior written approval, which shall not be unreasonably withheld.

(e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the District may, but shall not be obligated to, upon five (5) days' written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

6. Indemnification. Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the District) the District, their board, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

7. Default Remedies. The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a **"Default"** of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the District to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the District may, without prejudice to any other right or remedy of the District, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract, shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the District may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the District to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

8. Provisions Required by Law. Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such

provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

9. Due Authorization. This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

10. Assignment. Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

11. Notices. All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other that a Saturday, Sunday or any day on which the District is authorized or required by law to be closed.

12. Attorneys' Fees. In the event of any dispute between the District and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

13. Waiver. No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

14. Entire Agreement: Amendments. This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:	**PROVISIONER:**
Central Unified School District	Company Name:_____
By: _____	By: _____
Its (Title): _____	It's (Title):_____
Address: **5652 W. Gettysburg Ave** **Rm 5 Fresno, CA 93722**	**Address:**
Phone No. (559) 247-4700 Ext. 63108	Phone No: Fax No:
	Authorized Officers **Or Agents**

Attachment A:
Proposal
Worksheet

This document is a separate Excel worksheet posted online to view or download at
www.centralunified.org
Child Nutrition/Bid documents

Return completed document in Excel format on data storage device; data storage device will not be returned.

NON COLLUSION DECLARATION TO BE
EXECUTED BY BIDDER AND SUBMITTED WITH BID
California Public Contract Code 7106

The undersigned declares:

I am _____ (insert name)

the _____
(insert proper title such as "sole owner," "partner," "president," "secretary")

of _____
(insert name of bidder or company).

The party making the foregoing bid/proposal submitted herewith to the Central Unified School District declares:

That all statements of fact in such bid/proposal are true;

That such bid/proposal was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

That the bid is genuine and not collusive or sham;

That the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a false or sham bid, or that anyone shall refrain from bidding;

That 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;

That the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, 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 declare under penalty of perjury of the laws of the State of California that the above information is correct.

Signature:	Date:

SUSPENSION AND DEBARMENT CERTIFICATION
U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a bid for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOLLOWING)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Name of School Food Authority Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

_____ _____

Printed Name Title Signature Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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 subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of $100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Vendor:		
Printed Name and Title:	Signature:	Date:

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year _____ quarter _____ Date of last report_____
4. Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier_____, if Known: **Congressional District,** *if known*:		**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:		**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*		**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*		**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		**Signature: _____** **Print Name: _____** **Title: _____** **Telephone No.: _____ Date: _____**
Federal Use Only		**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

IRAN CONTRACTING ACT CERTIFICATION

(California Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person 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; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

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*