



NAME OF BIDDER \_\_\_\_\_

FURNISHING: FROZEN FOOD PRODUCTS

TO THE

STOCKTON UNIFIED SCHOOL DISTRICT  
OF SAN JOAQUIN COUNTY

**RFP No. 975 Frozen Food Products**

**Please record your bids in the proper spaces in the proposal,  
SEAL in the enclosed envelope and either mail or deliver to:**

Stockton Unified School District  
Purchasing Department  
2141 Robindale Ave.  
Stockton, CA 95205

**Important: Read conditions and instructions carefully.  
This bid will be opened at 2:30 PM on June 8, 2018**

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil right 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) found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), 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: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-94110; (2) fax: (202)690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

This institution is an equal opportunity provider.

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## **Notice to Bidders**

Notice is hereby given that the Board of Education of the Stockton Unified School District, County of San Joaquin, State of California, hereby calls for the sealed proposals to be delivered to the Purchasing Department of said Board, 2141 Robindale Avenue, Stockton, California, until June 8, 2018, at which time said bids will be opened for:

at 2:00 P.M. RFP No. 974 Fresh Produce

at 2:30 P.M. RFP No. 975 Frozen Foods

These bids shall be presented in accordance with specifications for the same which are on file with said Board at its office hereinabove mentioned. All bids must be made on proposal forms obtained from said office of said Board and must be signed by the Bidder. The Board reserves the right to accept or reject any and all bids, waive any informality, and to be the sole judge of responsibility of any bidder and of the suitability of the equipment, supplies, and/or services offered.

By order of the Board of Education, Stockton Unified School District of San Joaquin County, State of California.

Advertising Dates: May 25, 2018 and June 1, 2018

## **Scope of Work**

The Stockton Unified School District Child and Nutrition Services Department is requesting a Request for Proposal (RFP) for service and delivery of Frozen Food Products to Stockton Unified School District Warehouse for programs that may include School Nutrition Program (SNP), and Child Adult Care Food Program (CACFP). Fulfillment of orders with quantities requested, time and manner of delivery are essential factors in proper performance. Proper temperatures shall be maintained in accordance with state and local requirements. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck and pallet jack service.

This is a line item Request for Proposal (RFP) that may be awarded to multiple vendors. The District reserves the right, in its absolute discretion, to accept proposals, or any part of any proposal, to make an award of contract(s) in the best interest of the District. Partial proposals will be accepted.

Pricing must be firm from July 1, 2018 through June 30, 2019. Any price adjustment must be based on the verified cost of from the manufacturer. In the event of a price adjustment, a written thirty (30) day notice and a formal letter from the manufacturer to the distributor or a third-party market report must be obtained. In the event of price decrease, no prior notice is required and the price reduction will be effective immediately.

This agreement shall be effective July 1, 2018 through June 30, 2019. This agreement, by mutual consent, may be extended in one year increments until June 30, 2021.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the proposal process. Copies of the RFP documents may be obtained at <https://www.stocktonusd.net/Domain/155>. Refer any questions to: Nick LaMattina, e-mail: [nlamattina@stocktonusd.net](mailto:nlamattina@stocktonusd.net). Responses to all questions will be posted at <https://www.stocktonusd.net/Domain/155>.

## **Instructions to Bidders**

No Request for Proposal (RFP) shall receive consideration by the Stockton Unified School District (SUSD) unless made in accordance with the following instructions:

1. **Preparation of Request for Proposal (RFP)**  
Stockton Unified School District (SUSD) is seeking a Request for Proposal (RFP) on the form attached to be submitted at such time and place as is stated in the Notice to Bidders. All blanks in the proposal form must be appropriately filled in, and all prices must be stated in figures. All prices and quotation must be in ink or typewritten. No pencil figures or erasures permitted. Mistakes may be crossed out and corrections inserted adjacent thereto and must be initialed in ink by person signing quotation. No oral, telegraphic or telephone quotation or modifications will be accepted. Bidder must insert place of origin, case weight, case pack size, price per case, and price per unit for each item. Failure to comply may result in rejection of the proposal.
2. **Signature**  
Signature on Request for Proposal (RFP) must be in ink to be considered acceptable. All Request for Proposals (RFP) must be signed only by an authorized contracting authority of the bidding entity. A signature is required in all designated places.
3. **Bidders Responsibility**  
Before submitting a proposal, bidders shall carefully examine and become familiar with the terms and requirement of the contract and proposal documents, specifications, and other forms and documents included in the request for proposal. Bidders shall fully inform themselves as to all existing conditions affecting the performance of the contract and the cost of all work, materials, and equipment to perform all operations required within this request for proposal. Bidders shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge on the part of the bidder.
4. **Requests for Information**  
Any questions relative to this Request for Proposal (RFP) should be directed to Nick LaMattina, Purchasing Manager, at [nlamattina@stocktonusd.net](mailto:nlamattina@stocktonusd.net) by 2:30

P.M. on Thursday, May 31, 2018. Responses to all questions will be posted at <https://www.stocktonusd.net/Domain/155>.

5. Identification of the Bidder  
Each proposal must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Proposal by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required form may result in rejection of the bid.
6. Withdrawal of Request for Proposal (RFP)  
Proposals may be withdrawn by written request, at any time before the due date. Request for Proposal (RFP) cannot be corrected once submitted.
7. Acceptance or Rejection of Request for Proposal (RFP)  
The District reserves the right to reject any and all proposals or any portion or combination thereof, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely, and to waive any informality or non-substantive irregularity as the interest of the District may require. Proposals that arrive after the due date and time will be returned to the bidder unopened.
8. Evaluation, Award of Contract and Notification  
The contract will be evaluated and awarded to the most responsive and responsible bidder(s) using the Best Value Point System. Proposals will be evaluated in a two part process. Part 1 will evaluate: competency, experience, service reliability, references, food safety/traceability and compliance with all aspects of the specifications. Bidder(s) meeting the minimum criteria will advance to Part 2. Part 2 will use price as the final determining factor. The District reserves the right, in its absolute discretion, to accept proposals, or any part of any proposal, to make an award of contract(s) in the best interest of the District. Notification of award will be made by Notice of Award letter following Board approval of award of contract.
9. Evidence of Responsibility  
Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualifications, competency, and responsibility to perform the proposed contract. The District may consider such evidence before making its

decision in awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the proposal. The District reserves the right to reject the proposal of any vendor who has previously failed to perform properly or to complete on time contracts of a nature similar to this project.

10. Pre-Award Interview

The apparent most responsive and responsible bidder may be required to attend a pre-award interview with District representatives, within five (5) calendar days of District request. The purpose of the pre-award conference will be to discuss and evaluate the bidder's experience in the performance of a contract of similar scope, to discuss invoicing and credit requirements, and to assure District representatives that the bidder possesses an understanding of the scope of the contract, including the service, insurance and delivery requirements of the District. The decision of the District's representatives as to the ability of the bidder to successfully service this contract in accordance with the requirements shall be final.

11. Prices and Notations

Bidders must quote prices "F.O.B. Destination" to the District delivery location(s) specified on the District Delivery Site Location sheet. Prices should be stated in the units specified and bidders should quote each item separately. The District will not pay drayage, packing, or shipping and handling charges, nor shall the District pay for any fuel surcharges.

12. Quantities

The quantities indicated on the Line Item Specification Sheet are the District's best estimate, as determined from previous annual totals and projected usages, and do not obligate the District to purchase the indicated quantities. All purchase orders placed under this agreement shall be delivered and invoiced at the agreement price.

13. Specification and Acceptable Brands

The use of the name of a manufacturer or any special brand or make in the specifications is not intended restrict bidders. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal in every particular way to the item specified, and must clearly state the brand and product number. Such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. Samples shall be submitted as stated and in accordance with proposal. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted. Any bidder offering a brand other than those specified shall furnish specification sheets, product information and other pertinent literature with their proposal, prior to bid award. On all items where no brand names are indicated, bidders may offer products which will be subject to the District's evaluation. If the product offered

is not acceptable by the District for the item as specified, bidder must furnish an acceptable product at the same price quoted in the original proposal submitted.

#### 14. Samples and Product Evaluation

On request, samples of the products being proposed shall be furnished free of cost to the District. Bidders may be required to demonstrate any item(s) proposed. The District reserves the right to reject the proposal of any bidder failing to submit samples or provide demonstrations as requested. Each sample shall be labeled with the RFP number, line item specification number, bidder's name and product code number. A traceability report will be required for each sample(s) requested and must be submitted with RFP. Refer to the Line Item for specific sample requests. Samples shall be submitted directly to Purchasing Department at the above address.

Failure to comply with sample and evaluation requirements may result in the bidder's disqualification for contract award.

Each item offered shall be subject to a product evaluation process conducted by a representative group within the District. The decision of the District shall be final.

#### 15. Nutrition Information

Bidders are required to provide complete product information sheets (cut sheets) for all products included in the proposal, indicating pack size, size, weight per unit, and nutritional analysis. Product information sheets may be submitted in either hard copy or electronic format. Proposals submitted without product information sheets will be rejected as non-responsive. Acceptable documents that meet this requirement are:

- A. Product Formulation Statement (PFS), including:
  - 1. Product name, code number, and serving size
  - 2. Type and weight of creditable ingredient
  - 3. Printed name and signature, title of company representative (this certifies that the information on the PFS is true and correct) and date signed (date must be current).
- B. Child Nutrition Label
  - 1. A voluntary federal labeling program that provides a warranty for CN-labeled products
  - 2. The contribution to the meal pattern is on the label in a special format
  - 3. Carries the CN logo with contribution
  - 4. States the month and year of approval
  - 5. The product identification number is assigned by USDA FNS

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and



Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat or soybeans.

Bidder shall notify the Child and Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District prior to shipment. If any product changes occur, new ingredient statement and nutritional information shall be provided to the Child and Nutrition Services Department.

16. References

Bidder will provide three (3) current references from school districts. These references must include the client name, address, name of contact person, phone number, email, number of delivery locations, and frequency of deliveries, and annual dollar value of contract. Please complete Distributor Statement and return with RFP submission.

17. Other Items

The Request for Proposal (RFP) does not cover all products that may be used during the school year and the District reserves the right to acquire from other sources whenever an item does not conform to specifications or perform to standards or meet quantities and quality as outlined. The District reserves the right to add and delete items based on declining meal participation and student preferences.

## **General Conditions**

1. **Agreement Period**  
This agreement shall be effective from July 1, 2018 through June 30, 2019. This agreement, by mutual consent may be extended in one year increments until June 30, 2021.
2. **Assignment of Contract**  
The successful bidder shall agree not to assign, transfer, convey, sublet, or otherwise dispose of the obligation to perform the contract or any rights accruing thereunder or any power to execute the same without prior consent in writing from SUSD. Notice is hereby given that SUSD will not honor any assignment made by the bidder unless consent in writing, as indicated above, has been given.
3. **Ability to Supply**  
Quote prices only if merchandise can be obtained and delivered at specified time. Item bid shall be considered binding. Stockton Unified School District (SUSD) shall have the option to collect a default penalty of (a) ten percent (10%) of the bid price value of the defaulted items ordered but not delivered as specified, or (b) the difference between the bid price value and the cost of identical items obtained by quotation through another vendor. Strikes, Acts of God, and similar causes not under control of the bidder will be considered exempt from this default provision. This is intended only as a last recourse and not as deterrent to bidders. Bidders should confirm their inventories and supplies before bidding.
4. **Pricing**  
Pricing must be firm from July 1, 2018 through June 30, 2018. Pricing must include any and all fees. Any price adjustment must be based on the verified cost of from the manufacturer. In the event of a price adjustment, a written thirty (30) day notice and a formal letter from the manufacturer to the distributor or a third-party market report must be obtained. In the event of price decrease, no prior notice is required and the price reduction will be effective immediately.
5. **Invoices**  
Invoices shall contain the following information: purchase order number, delivery location, item number, item description, quantity, unit price, extended totals, applicable discounts for items delivered, place of origin and program, if necessary. Failure to enter the above information on the invoice may cause a delay in payment. Payments shall be made on partial deliveries accepted by SUSD. Terms are net 60. Credits must be issued within 30 days of notification of pricing error.
6. **Reports**  
The chosen vendor must be able to produce digital monthly and year-end velocity reports in Excel spreadsheets (not PDFs or scans). Detailed reports by district are

required. Reports shall be emailed to Child and Nutrition Services by the fifth day of the following month.

7. Orders

Orders will be issued directly to the distributor by Child and Nutrition Services staff. Orders shall be placed as product is needed. All orders shall be delivered to the individual sites, as listed on the Delivery Site Location Sheet, within the mutually agreed upon time parameters.

8. Inspection and Acceptance

Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with bid specifications shall be replaced by the vendor at no cost to SUSD. Failures to replace items not meeting bid specifications and/or defective items shall be considered sufficient cause for default action under DEFAULT provisions of the Agreement.

9. Delivery

Stockton Unified School District (SUSD) shall have the power and authority to reject any and all materials furnished which, in its opinion, are not in strict compliance and conformity with the requirements of the specification or equal in every respect to the proposal or to the sample submitted by the vendor. All articles so rejected shall be promptly removed from the premises at the vendor's expense. No brand substitutions will be accepted without prior approval from the District.

The time and manner of delivery are essential factors in proper performance under the contract. All items shall be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip which bears the relevant District purchase order number. Delivery vehicles must be able to accommodate site restrictions, including but not limited to, hand truck or pallet jack service.

Proper product temperatures shall be maintained in accordance with state and local requirement, at all times, up to the time of delivery, whether in storage or in transit. Evidence of temperature monitoring must be produced upon request by SUSD.

Stockton Unified School District (SUSD) reserves the right to make additions to, or deletions from, the specified delivery locations to be served at any time during the period of the contract, and revise delivery times as required.

10. Minimum per Delivery

Utilizing the attached Distributor Statement, please give minimum quantities and lead time for site deliveries. All minimums must be listed, if not listed, no minimum will be considered. Minimums may be expressed in the terms of

number of cases of combined items or minimum dollar value per drop. If minimum quantities and lead times are not a condition of bid pricing, please state.

#### 11. Labeling and Dating

All ingredients must be declared on the product label and conform to the Food Allergen Labeling and Consumer Protection Act as required by the Food and Drug Administration. Labels must list the presence of ingredients which contain: protein derived from milk, eggs, fish, crustacean shellfish, tree nuts, peanuts, wheat, or soybeans.

Vendor shall notify Child and Nutrition Services whenever there is a product/ingredient change in any item provided to the District prior to shipment. If any product changes occur, new ingredient statements and nutritional information shall be provided to the Child and Nutrition Services Department. Failure to provide notification to Child and Nutrition Services regarding product label changes may result in attenuation of the contract. Cases of product shall be clearly and legibly labeled with product name, code, and weight. All items are required to carry legible, open code dating on each package, carton, pouch, box, or case. If code is encrypted, the District may request that vendor provide key from manufacturer to decode information. Code dates will be monitored and product close to expiration dates will not be accepted and credit shall be issued.

#### 12. Food Safety

**HACCP Program:** Vendor must provide documentation of their HACCP program that includes an established Standard Operating Procedure (SOP) for recall traceability. This shall be submitted as part of the Vendor's bid package. Any changes to the vendor's HACCP plan must be communicated to Stockton Unified School District (SUSD) upon implementation of changes. Failure to provide a plan change may result in termination of contract. If applicable, Bidder shall include a copy of their Processed Food Registration (PFR), issued by the Food and Drug Branch (FDB) compliant with California law. Products shall arrive from suppliers that have passed a third party audit verification of USDA Good Agriculture Practices (GAP) and/or USDA Good Handling Practices (GHP).

**Traceability:** Vendor must be able to accurately demonstrate its traceability system and capabilities as related to recalls upon request. A traceability report will be required for each samples requested and must be submitted with RFP. Refer to the Line Item for specific sample requests. In the event of product recall, the District requires notification within the same business day that the distributor receives any product recall/hold information. A complete list of district sites, that have received item(s) in question is required, as well as delivery date(s) that apply.

#### 13. Product Substitution and Discontinued Items

The District will not allow substitutions in quality or quantity without prior approval from Child and Nutrition Services Department in order to qualify for

payment. In the event the vendor is unable to deliver an item as specified in the contract, notification of shortage must be made orally, by facsimile or by electronic mail at least 24 hour prior to scheduled delivery to the Child and Nutrition Services Department.

When substitutions do occur, the vendor shall provide nutritional statements and ingredient listings of the replacement product to the Child and Nutrition Services Department. An equal or better substitute product must immediately be made available to the District for approval and subsequent distribution to the sites, at no additional charge to the District. Authorization of a substitute product shall be at the sole discretion of the District.

In the event an item awarded under this contract is discontinued, vendor is required to notify the Child and Nutrition Services Department immediately. Contracts items that are discontinued by their manufacturer during the term of the contract may substituted with a same or similar item only if it equals or exceeds the specifications of the original item. Written documentation from the manufacturer of product discontinuation shall be submitted directly to the Department. The vendor may not discontinue any items from inventory which are not discontinued by their manufacturer, without providing advance written notification and receiving District approval of discontinuation.

Vendor shall notify the Child and Nutrition Services Department whenever there is a product/ingredient change in any item provided to the District. If any product changes occur, new ingredient statement and nutritional information shall be provided to the Child and Nutrition Services Department prior to shipment.

#### 14. Warranty

The vendor agrees that all items furnished under this Agreement shall be covered by the most favorable commercial warranties the vendor provides any customer for such items, and that the rights and remedies provided herein are in addition to any other provision of this Agreement.

#### 15. Insurance Requirements

The successful bidder(s) shall maintain insurance adequate to protect them from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder must file proof of such insurance name Stockton Unified School District (SUSD) as an additional insured by spate endorsement as follows: The bidder is required to provide proof of insurance to SUSD of a comprehensive general liability insurance policy providing \$1,000,000 per occurrence and \$5,000,000 aggregate coverage to be in effect during the term of the contract. Failure to furnish such evidence and insurance may be considered default by the bidder(s).

#### 16. Indemnification and Hold Harmless

The vendor agrees to hold harmless, defend and indemnify SUSD from every claim or demand which may be made by reason of:

Any injury to person or property sustained by the vendor or by any person, firm, or corporation, employed directly or indirectly by him upon or in connection with his work, however caused; and

Any injury to person or property sustained by any person, firm, or corporation, caused by any act, neglect, default, or omission of the vendor or any other person, firm, or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the vendor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings, that may be brought or instituted against SUSD on any such claim or demand, and pay or satisfy the judgment that may be rendered against Stockton Unified School District (SUSD) in any such action, suit or legal proceedings or result thereof.

Vendor shall defend, indemnify, protect, and hold harmless Stockton Unified School District (SUSD) and its agents, officers and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property which arise from or are connected with or are caused or claimed to be caused by vendor's failure to comply with all of the requirements contained in Education Code section 45125.1, including, but not limited to, the requirements prohibiting vendor using employees who may contact with pupils who have been convicted or have charges pending for a felony as defined in Education Code section 45122.1.

17. Prevailing Law

In the event of any conflict or ambiguity between a) the Instructions to Bidders, General Conditions, Specifications, Agreement or any other document forming a part of this request for proposal, and b) state or federal law or regulations, the latter shall prevail. Additionally, all items and equipment to be supplied or services to be performed under the bid and contract shall conform to all applicable requirements of local, state and federal law.

18. Right to Cancel or Default

Stockton Unified School District (SUSD) may cancel the contract at any time if the Vendor refuses or fails to perform all or any part of its obligations under the contract or the bid documents. Stockton Unified School District (SUSD) shall provide the Vendor with thirty calendar day's written notice of such cancellation. Should the District exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel and the District may purchase said goods, supplies and/or services elsewhere.

19. Governing Law

This contract shall be construed in and governed under and by the laws of the State of California. All proposals submitted by any bidder/vendor will become the permanent property of Stockton Unified School District (SUSD) and retained as required, and are subject to being publicly disclosed under California regulations.

20. Management of Commodity Products

The vendor will maintain records of USDA Food (commodities), by tracking and coordinating, and delivering processed commodity items ordered by Stockton Unified School District (SUSD), through the USDA food commodity program if applicable.

21. Disclosure

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the proposal.

22. Protest Procedures

All protest shall be in writing and be delivered to the Stockton Unified School District Purchasing Department, 2141 Robindale Ave., Stockton, CA 95205. A protest must be filed within five working days after the receipt of notification of the contract award.

Only a bidder who has actually submitted a bid, and who could be awarded the contract if the bid protest is upheld, is eligible to submit a protest.

A protest shall include:

- The name, address, and telephone number of the protestor;
- The signature of the protestor or an authorized representative of the protestor;
- Identification of the proposal and the RFP#;
- A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- The form of relief requested

Protest procedures can be located under the Board of Education tab on the Stockton Unified School District website at <https://www.stocktonusd.net>.

23. Code of Conduct

The rules and responsibilities of, or proper practices for the officers, employees, or agents engaged in the selection, awards and administration of contracts can be located under the Board of Education tab on the Stockton Unified School District website at <https://www.stocktonusd.net>.

24. Buy American Provision

Section 104(d) of the William F. Goodling Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum

extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. “Substantial” means that over 51 percent of the final processed products consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFP Part 210.21(d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

25. Equal Opportunity Act of 1975

Stockton Unified School District (SUSD) policy is in firm support of the provisions of the Equal Opportunity Act of 1975. Stockton Unified School District (SUSD), therefore, must be assured by the successful Vendor in this bid that he is an equal opportunity employer according to the provisions of this Act.

26. Clean Air/Clean Water Statement

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 15857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provides under the contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Bidder will immediately notify the District of the receipt of any communication indicating that any of the Bidder’s facilities are under consideration to be listed on the EDP List of Violating Facilities.

27. Required Forms and Certifications’

The following forms must be completed, signed and returned with the Request for Proposal.

- Non-Collusion Affidavit: Per Public Contract Code 7106
- Drug Free Workplace Certification: Per California’s Drug-Free Workplace Act of 1990
- Employment Clearance Certification: Per Ed Code 45125.1 – A CA DOJ background clearance certification is required for all school district employees and employees of outside contractors before they are permitted on any school site.
- Debarment Certification: Per CFR 3017.510 – A Certification Regarding Debarment must completed for all contracts \$100,000 and over.
- Lobbying Certification: Per CFR 7.3018 – A Lobbying Certification and Disclosure must be completed for all contracts \$100,000 and over.
- Iran Contracting Act Certification: Per Public Contract Code 2200-2207 – A Certification and Disclosure must be completed for all contracts \$1,000,000 and over



## Best Value Point System

Evaluation will use information provided in the required return documents with the RFP, including the Distributor Statement. Bidders will be ranked based on the following criteria.

### Part 1: Evaluation Criteria

#### Competency/Experience

#### Maximum Points – 25

Bidder must have a proven ability to deliver high quality product in a timely manner, to a large customer with reasonable minimums and lead times.

- 10 points Reasonable minimums and lead times
- 5 points Experience providing service a district of 20,000+ students
- 5 points Experience providing service a district of 30,000+ students
- 5 points Experience providing service a district of 35,000+ students

#### Service Reliability/References

#### Maximum Points – 15

References of past and present customers will be checked to determine ability to meet required service levels. Service performance and quality of service, including but not limited to: overall on time delivery, overall fulfillment of orders and adequately meeting the conditions of contract.

- 5 points Quality of service/product
- 5 points On time delivery
- 5 points Fulfillment of orders

#### Food Safety/Traceability

#### Maximum Points – 30

Strength of HACCP Plan: Bidder's ability to provide information regarding the farm of origin of locally. A traceability report will required for each sample requested.

- 10 points HACCP program – included in Bid Package
- 10 points Established Standard Operating Procedures (SOP) with detailed steps for recalls. Ability to identify products and delivery locations in the event of a recall.
- 10 points Traceability for each sample requested

Bidder(s) receiving 60 points or more on the above will forward to Part 2

### Part 2: Evaluation Criteria

#### Price

**Bidder's Checklist**  
**RFP No. 975 Frozen Foods Products**

Bidder: \_\_\_\_\_

The following documents must be included in the bidder's sealed bid package, and submitted no later than 2:30 P.M. on June 8, 2018 to the Purchasing Department, at Stockton Unified School District, 2141 Robindale Ave., Stockton, CA 95205.

Check below to indicate that the documents are included in your bid package.

**Required Documents**

- Bidder's Checklist
- Bidder Information Sheet
- Distributor Statement
- Non-Collusion Declaration
- Certificate Drug Free Workplace
- Notice to Contractors – Department of Justice Clearance
- Suspension and Debarment Certification
- Certification Regarding Lobbying
- Disclosure of Lobbying Activities
- Iran Contracting Act Certification
- Authorized Vendor Signature
- Addendum Acknowledgement, if applicable
- RFP Line Items
- HACCP Program, including SOP for recall
- Processed Food Registration (PFR) Certificate
- Samples including Traceability Report, if applicable

I verify that the documents listed above are included in the RFP packet.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Submit this Bidder's Checklist with your RFP documents.**

**Failure to submit this required checklist and documents may deem your RFP as non-responsive.**

**Bidder Information Sheet**

Stockton Unified School District Bids/Proposals are available on-line at <https://www.stocktonusd.net/Domain/155>. Please submit this form prior to question submission deadline to receive Request for Information or addenda to this proposal by email. Request for Information or addenda to this proposal will also be available on-line at <https://www.stocktonusd.net/Domain/155>.

Attention: Nick LaMattina, Purchasing Manager

E-mail: [nlamattina@stocktonusd.net](mailto:nlamattina@stocktonusd.net)

Re: RFP No. 975 Frozen Food Products

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

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

Organization: \_\_\_\_\_

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

City: \_\_\_\_\_

State/Zip Code: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Distributor Statement

### Distributor Information

The minimum number of working days (Monday-Friday) lead time required for an order:

Is there a minimum order required for each delivery? Minimum:

Stockton Unified School District is a large school district that services nearly 40,000 students.

Are your delivery trucks refrigerated? Y/N If no, please explain.

Do you have experience providing service to large school districts?

20,000+ students Y/N If no, please specify.

30,000+ students Y/N If no, please specify.

35,000+ students Y/N If no, please specify.

**This form must be submitted with RFP**

## Distributor Statement

### References

Please provide 3 current school district references.

Client Name Client Address	
Contact Name Telephone Number Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Value of Contract	

Client Name Client Address	
Contact Name Telephone Number Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Value of Contract	

Client Name Client Address	
Contact Name Telephone Number Email Address	
Number of Delivery Locations	
Frequency of Deliveries	
Annual Dollar Value of Contract	

Company: \_\_\_\_\_

Name & Title of Preparer: \_\_\_\_\_

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

**This form must be submitted with RFP**

## **Non-Collusion Declaration**

### **To Be Executed By and Submitted With Bid**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of 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.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed Name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

**This form must be submitted with RFP**

## **CONTRACTOR'S CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code Sections 8350 et. seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

- a) publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;and
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, 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 the prohibition of controlled substance at the workplace,

- a) establish a drug-free awareness program, and
- b) require each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, 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 Sections et. seq.

I acknowledge that I am aware of the provisions of Government Code Sections 8350 et. seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

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

By: \_\_\_\_\_  
Authorized Signature

**This form must be submitted with RFP**

**Notice to all Contractors and Subcontractors  
Employment Clearance – Department of Justice**

Background Clearance is required for all school district employees and employees of outside contractors before they are permitted on any school site.

The following information is a summary of legal provisions regarding employment processing of fingerprint cards through the California Department of Justice (CDOJ). [Education Code 45125.1]

**Outside Contract Services – Employment of Entities Requirements**

1. Requires CDOJ clearance for employees of defined outside contractors (entity) (EC45125.1a)
2. Requires entity to not permit its employees to come in contact with pupils until CDOJ clearance is ascertained. (EC45125.1f)
3. An entity having a contract as specified shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a felony. (EC45125.1g)
4. The entity shall provide a list of names of its employees who may come in contact with pupils to the governing board of the school district.

The above requirements apply to all contractors and subcontractors providing services to the Stockton Unified School District.

**To Be Executed By Bidder and Submitted With Bid Certificate**

I hereby certify that my company \_\_\_\_\_ is in compliance with the above requirements of Education Code 45125.1. I have attached a list of employees from my company who may come in contact with pupils at any school site. None of these employees have been convicted of a felony.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**This form must be submitted with RFP**



**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.)**

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

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This certification is required by the regulations, implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 2017, Section 3017.510, Participants' responsibilities. The regulations were amended and published on August 31, 2005 in 70 Fed. Reg. 51865-51880. Copies of the regulation may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

A. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, or proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (A.2.) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the prospective primary 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

**This form must be submitted with RFP**

## **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on page 1 in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. 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 the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary 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 entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that 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 System for Award Management (SAM) database.
9. 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.
10. Except for transactions authorized under paragraph (6) 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 may terminate this transaction for cause or default.

# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

### Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>*APPLICANT'S ORGANIZATION</b> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>				
<b>*PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVES</b>				
Prefix:	<div style="border: 1px solid black; width: 60px; height: 20px;"></div>	*First Name:	<div style="border: 1px solid black; width: 120px; height: 20px;"></div>	
		Middle Name:	<div style="border: 1px solid black; width: 120px; height: 20px;"></div>	
*Last Name:	<div style="border: 1px solid black; width: 300px; height: 20px;"></div>		Suffix:	<div style="border: 1px solid black; width: 120px; height: 20px;"></div>
*Title:	<div style="border: 1px solid black; width: 300px; height: 20px;"></div>			
*SIGNATURE:	<div style="border: 1px solid black; width: 280px; height: 20px;"></div>		*DATE:	<div style="border: 1px solid black; width: 120px; height: 20px;"></div>

**This form must be submitted with RFP**

## Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

<p><b>1. Type of Federal Action:</b>                  b. contract                  _____ b. grant                  c. cooperative agreement                  d. loan                  e. loan guarantee                  f. loan insurance</p>	<p><b>2. Status of Federal Action:</b>                  b. bid/offer/ap                  plication                  _____ b. initial award                  c. post-award</p>	<p><b>3. Report Type:</b>                  b. initial filing                  _____ b. material change</p> <p><b>For material change only:</b>                  Year _____ quarter _____                  Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b>                  _____ Prime      _____ Subawardee                  Tier _____, if Known:</p> <p style="text-align: center;"><b>Congressional District, if known:</b></p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee,</b>                  Enter Name and Address of Prime:</p> <p style="text-align: center;"><b>Congressional District, if known:</b></p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable: _____</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b>                  \$ _____</p>	
<p>b. _____                  (if individual, last name, first name, MI):</p>	<p><b>a. Name and Address of Lobbying Registrant</b></p>	<p><b>b. Individuals Performing Services (including address if different from No. 10a)</b>                  (last name, first name, MI):</p>
<p><b>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.</b></p>		
<p><b>Federal Use Only</b></p>		<p><b>Signature:</b> _____  <b>Print Name:</b> _____  <b>Title:</b> _____  <b>Telephone No.:</b> _____ <b>Date:</b> _____</p>
<p><b>Federal Use Only</b></p>		<p><b>Authorized for Local Reproduction                  Standard Form – LLL (Rev. 7-97)</b></p>

**This form must be submitted with RFP**

## **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 followup 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 1<sup>st</sup> 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.

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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  
(Public Contract Code sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more to the District, the Bidder 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.

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

**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 to enter into or to renew, 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.

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

**This form must be submitted with RFP**

**AUTHORIZED VENDOR SIGNATURE**  
**PRIME POINT OF CONTRACT**

**PROPOSAL SUBMITTED BY:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

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

Title: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**This form must be submitted with RFP**

## ADDENDUM ACKNOWLEDGEMENT

Addenda – This bid is submitted with respect to the changes to the contract included in addendum number(s) (fill in number(s) if addenda have been received, attach copy of addendum)

Addendum No.\_\_\_\_ Dated\_\_\_\_\_

Addendum No.\_\_\_\_ Dated\_\_\_\_\_

Addendum No.\_\_\_\_ Dated\_\_\_\_\_

Addendum No.\_\_\_\_ Dated\_\_\_\_\_

Addendum No.\_\_\_\_ Dated\_\_\_\_\_

Warning: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this bid may be rejected.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature                      Date

**This form must be submitted with RFP**